Village of Winnetka
Village Council Regular Meeting

March 3, 2026 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
   a. Thursday, March 19, 2026 Regular Meeting
   b. April 7, 2026 Regular Meeting
   c. April 14, 2026 Study Session
   d. April 21, 2026 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 3, 2026 Special Meeting
      ii. February 3, 2026 Regular Meeting
   b. Approval of Warrant List Dated February 13, 2026 - February 26, 2026
   c. Resolution No. R-08-2026: Approving a Professional Service Agreement with Strand Associates for Construction Engineering Services for the Ravines Sanitary Pumping Station and Force Main Rehabilition (Adoption)
   d. Resolution No. R-20-2026: Waiving Bidding and Approving a Contract with Conservation of Sculpture & Objects Studio for Cenotaph Maintenance Services (Adoption)
   e. Resolution No. R-21-2026: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work (Adoption)
   f. Resolution No. R-22-2026: Waiving Bidding and Approving an Agreement with A Lamp Concrete Contractors, Inc. for Post Office Building Demolition and Site Restoration (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.

g. Resolution No. R-23-2026: Approving a Contract with Yellowstone Landscape for the Purchase and Planting of Parkway Trees (Adoption)

h. Resolution No. R-25-2026: Waiving Bidding and Approving the Disposal of Public Works Equipment and the Purchase of New Public Works Equipment from Burris Equipment (Adoption)

i. Resolution No. R-26-2026: Approving Intergovernmental Agreements with the Villages of Northfield, Glencoe, and Wilmette for the Use of the Village's Fire Department Training Tower (Adoption)

j. Resolution No. R-27-2026: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot and Station Park for a Farmers' Market (Adoption)

k. Resolution No. R-29-2026: Approving a Contract with BLD Services, LLC for Manhole Rehabilitation Services (Adoption)

l. Resolution No. R-31-2026: Approving an Outdoor Dining Agreement with Paradise Foods, LLC (Adoption)

m. Approval of Annual Outdoor Seating Area Permits

8. Ordinances and Resolutions

a. Resolution No. R-28-2026: Approving a Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival (Adoption)

b. Resolution No. R-30-2026: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot for an Artisan Market (Adoption)

9. Old Business

a. 736 Elm Street – Solidcore – Special Use Permit – Policy Direction

10. New Business

11. Appointments

a. Appointment of Environmental, Forestry & Sustainability Commission Member - Ben Dietz

12. Closed Session

13. Adjournment

MINUTES
WINNETKA VILLAGE COUNCIL
SPECIAL MEETING
February 3, 2026

(Approved: xx)

A record of a legally convened special meeting of the Council of the Village of Winnetka, which was held in the 2nd floor Conference Room on Tuesday, February 3, 2026 at 5:45 PM.

1) Call to Order. President Dearborn called the meeting to order at 5:45 PM. Village Manager Kristin Kazenas called the roll of the Village Council. Present: Trustees Kirk Albinson, Tina Dalman, Kim Handler, Scott Myers, and Bridget Orsic. Absent: None. No persons were present in the audience.

   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.

   Call to Order. Village Manager Kristin Kazenas called Trustee Apatoff for attendance.

2) Public Comment. No public comment.

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

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

   The Council adjourned into Closed Session at 5:49 p.m.

4) Adjournment. The Closed Session meeting ended at 6:51 pm.

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Recording Secretary

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
February 3, 2026

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, February 3, 2026, at 7:00 PM.

1) Call to Order. President Dearborn called the meeting to order at 7:01 PM. Village Manager Kristin Kazenas called the roll. Present: Trustees Kirk Albinson, Tina Dalman, Kim Handler, Scott Myers and Bridget Orsic. Absent: None. Also present: Village Attorney Peter Friedman, Community Development Director Scott Mangum, Assistant Community Development Director Ann Klaassen and approximately 8 persons in the audience.

   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.

   Call to Order. Village Manager Kristin Kazenas called Trustee Apatoff for attendance.

2) Pledge of Allegiance. Trustee Myers led the group in the Pledge of Allegiance.

3) Quorum.

   a) February 10, 2026 Special Study Session All of the Council members present said they expect to attend with the exception of Trustees Orsic and Trustee Dalman.

   b) February 17, 2026 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Handler.

   c) March 3, 2026 Regular Meeting All of the Council members present said they expect to attend.

4) Public Comment:

   a) Ted Wynnychenko addresses matters regarding first amendment speech.

5) Reports:

   a) Trustees. No report.

   b) Attorney. No report.

   c) Manager. No report.

   d) Village President.

      a. President Dearborn addresses matters regarding capital planning initiatives.

6) Presentations.

   a. Winnetka-Northfield Public Library Board President Laura Freechack

      Library Board President Laura Freechack will be unable to attend the meeting. Her presentation will be scheduled to a later date.

b. Winnetka Farmers' Market – Rockey Flintermann

Rockey Flintermann provides information regarding attendance, vendor participation, marketing exposure, and volunteer involvement. Mr. Flintermann reviewed attendance levels and turnout, discussed vendor participation highlighting the variety of offerings and ongoing interest from vendors, marketing efforts and audience exposure as well as increased visibility. Volunteer roles were also addressed, noting continued recruitment to support market operations.

Greg Kugel, Kugel Farms, addresses Council regarding participation in the Farmers' Market, business operations, and marketing gauged towards a target audience in the community.

7) Establishment of the Consent Agenda

President Dearborn requested that the January 6, 2026, regular meeting minutes be pulled from the consent agenda for a separate discussion. Without objection, the January 6, 2026, regular meeting minutes are pulled from the consent agenda. Trustee Myers seconded by Albinson moved to remove the regular meeting minutes from the consent agenda.

President Dearborn reads the proposed amended minutes into the record.

Trustee Handler seconded by Trustee Myers moved to approve the amendment of the January 6, 2026 regular meeting minutes. By voice vote, the motion carried.

Trustee Orsic seconded by Trustee Albinson moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried

8) Approval of the Consent Agenda

a) Approval of Warrant List Dated January 16, 2026 – January 29, 2026 in the amount of $2,045,077.41.

b) Resolution No. R-13-2026: Approving and Establishing the Compensation of Department Heads Effective January 1, 2026 (Adoption)

c) Resolution No. R-14-2026: Approving a License Agreement for Arkadia Restaurant Outdoor Structure Encroachment (Adoption)

d) Resolution No. R-15-2026: Waiving Bidding and Approving the Disposal of a Fire Department Staff Vehicle and the Purchase of a New Staff Vehicle from Currie Motors Commercial Center (Adoption)

e) Resolution No. R-16-2026: Waiving Competitive Bidding and Approving the Purchase of EV Chargers from Carbonday Through Sourcewell (Adoption)

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

9) Ordinances and Resolutions.

a) Ordinance No. M-01-2026: Approving a Minor Change and Amending a Planned Development (688-694 Green Bay Road) (The Walden) (Introduction/Adoption)

Assistant Community Development Director Ann Klasssen addresses a request submitted by the applicant seeking approval to allow changes as it relates to the landscaping plans. A public notice was sent to all property owners within 250 feet of the property, and several

comments were submitted by neighbors.

Ms. Klaassen advises Council regarding the minor change to the planned development to allow changes to the landscape plan approved with the adoption of Ordinance No. M-03-2022, which approved the Final Planned Development.

Rick Swanson, President of RM Swanson Architects, advises Council regarding changes to the proposed landscape improvements and proactive engagement and responsiveness with neighbors regarding such changes.

Public Comment

Mary Ellen Stanfield addresses concerns regarding the proposed landscaping improvements. Mr. Swanson addresses tree plantings in efforts to mitigate Ms. Ellen's concerns.

Bob Eliott, HOA Board member at 680 Green Bay Road, advises Council regarding accommodations made by Mr. Swanson regarding the landscape plans and confirms there has been a positive relationship between the HOA and RM Swanson Architects.

Stephanie Elliot, President of the HOA at 680 Green Bay Road, advises Council of a positive coworking relationship with Rick Swanson.

Joellen Okeef, HOA Board member at 680 Green Bay Road, advises Council that the board members thoroughly reviewed the proposed landscaping plans and provided unanimous support.

Chris Odonnel addresses Council regarding budgeting matters.

Neil Peterson requests additional tree plantings as means for privacy between properties.

Council discusses proposed landscaping plans, tree plantings, and encourages there to be proactive and positive engagement between the architect and neighbors.

Trustee Albinson, seconded by Trustee Handler, moved to waive introduction of Ordinance No. M-01-2026.

Trustee Dalman, seconded by Trustee Myers, moved to adopt Ordinance No. M-01-2026. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Handler, Myers and Orsic. Nays: None. Absent: None.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session: None.

14) Adjournment. Trustee Myers, seconded by Trustee Orsic moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:11 p.m.

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Recording Secretary

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated February 13, 2026 - February 26, 2026

PRESENTER: Kristin Kazenas

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
The Warrant List Dated February 13, 2026 - February 26, 2026.

RECOMMENDATION:
Consider the Warrant List Dated February 13, 2026 - February 26, 2026.

ATTACHMENTS:
None

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-08-2026: Approving a Professional Service Agreement with Strand Associates for Construction Engineering Services for the Ravines Sanitary Pumping Station and Force Main Rehabilition (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
Funding was included in the Fiscal Year 2026 budget for the rehabilitation and repair of the Ravines force main. The force main is forty years old and approaching the end of its service life. Recently, the force main had multiple breaks which required emergency repairs. Since the force main is a single line, when this happens the pump station must be shut down and we risk losing the ability to drain the service area. Additionally, if the break is located near the ravine section, Public Works must close Sheridan Road for safety during repairs. For these reasons, a repair to the force main is a critical capital project. Strand Associates was hired to design and prepare bid documents for the rehabilitation. A Request for construction bids (RFB) was issued in January alongside a Request for Construction engineering proposal (RFP). The RFB process was described in the February 17th agenda and the construction contract was authorized by the Council. The construction engineering contract is following at a later date due to the time it took to refine some the Professional Services contract language.

In December, the Village advertised a request for proposals document (RFP) for the assessment and design of a rehabilitation and/or replacement of the force main. This RFP utilized a qualifications-based process where firms were asked to submit two packets: one containing a technical proposal on the firm's qualifications and a separate packet for the cost proposal. A staff committee evaluated the technical proposals first. After determining the most qualified respondent, the finalists' cost proposals were then reviewed. The committee's final recommendation was based on a combination of factors including the proposers' responsiveness, qualifications, relevant experience, proposal cost, and proposed methods.

On January 20th the Village received proposals from Clark Dietz; and from Strand Associates. Technical proposals from each proposer were reviewed by Public Works Staff. Ultimately, the Public Works selected Strand Associates as the most qualified and providing the best value. They

demonstrated experience completing several sanitary lift station projects of a comparable nature for municipal and other governmental clients. Strand provided the most cost effective terms of providing the most project hours for the lowest average hourly billing rate.

The Fiscal Year 2026 Budget includes $75,000 in Sewer Fund Account No. 540.70.01-670 (“Buildings and Structures”) for this project.

RECOMMENDATION:

Staff recommends Council consider approving an agreement for the Ravines Sanitary Pumping Station and Force Main Rehabilitation Construction engineering with Strand Associates.

ATTACHMENTS:

1. Resolution No. R-08-2026: Approving Agreement with Strand Associates for Construction Engineering Services re Ravines Sanitary

RESOLUTION NO. R-08-2026

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES FOR CONSTRUCTION ENGINEERING SERVICES FOR THE RAVINES SANITARY PUMPING STATION AND FORCE MAIN REHABILITATION

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 request for proposal No. 026-001 (***"Request for Proposals"***) seeking qualified professional firms to complete construction engineering services related to the Ravines Sanitary Pumping Station and Force Main Rehabilitation Project (***"Services"***); and

WHEREAS, the Village received two proposals (***"Proposals")***, which were opened on January 20, 2026; and

WHEREAS, the Public Works Department (***"Department"***) evaluated the Proposals based on the evaluation criteria set forth in the Request for Proposals; and

WHEREAS, based on the Department's evaluation of Proposals, and pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village has selected Strand Associates (***"Consultant"***) as the Consultant to perform the Services; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed $56,080.04 (***"Agreement"***); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and 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 Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from

Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

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

ADOPTED this 3rd day of March, 2026, pursuant to the following roll call vote:

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

Signed

_____
Village President

Countersigned:

_____
Village Clerk

EXHIBIT A

AGREEMENT

VILLAGE OF WINNETKA

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (***"Agreement"***) is dated as of the 3rd day of March, 2026, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (***"Village"***), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name (*"Consultant"*): Strand Associates

Address: 1170 South Houbolt Road, Joliet, IL 60431

Telephone No.: 815-744-4200

Email: Mike.waldron@strand.com

Project Name/Description: Ravines Sanitary Pumping Station and Force main

Rehabilitation – Construction Engineering

Agreement Amount: $56,080.04

B. Project Description. To provide a facilities assessment study as more fully described in the RFP specifications attached to this Agreement as **Exhibit A** and the proposal attached as **Exhibit B** (***"Proposal"***).

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal (***"Services"***) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Term. The Consultant shall commence 30 days after execution of this Agreement by Consultant (***"Commencement Date"***) and terminates December 31, 2026 unless terminated earlier pursuant to Section 7.D of this Agreement (the ***"Term"***).

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

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

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the

Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term ***"Confidential Information"*** shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation,

any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (***"Time of Disclosure"***); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village 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 the Consultant's negligent performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of $1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant 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 Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are 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 Services, and with all applicable statutes, ordinances, rules, and regulations, including, without

limitation: any 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; 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.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant 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 the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, upon notification Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. **Village Council Authority**. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village Council.

I. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. **News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village. Reuse of the Documents shall be at the sole risk of the Village and without liability to the Consultant.

L. **GIS Data.** The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Winnetka

510 Green Bay Road

Winnetka, IL 60093

Attention: Village Manager

With a copy to:

Elrod Friedman LLP

350 North Clark Street

Second Floor

Chicago, Illinois 60654

Attention: Peter M. Friedman

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

Mike Waldron

Strand Associates, Inc.

1170 South Houbolt Road

Joliet, IL 60431

With a copy to:

_____

_____

_____

_____

E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. **Time.** Time is important in the performance of all terms and provisions of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. **Governing Laws.** This Agreement 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.

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through __ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 3rd day of September 2024.

ATTEST:

VILLAGE OF WINNETKA

By: _____

_____

Village Clerk

By: _____

Village Manager

ATTEST:

CONSULTANT

By: [redacted]

Title: N/A

By: [redacted]

2/21/26

Its: Corporate Secretary

EXHIBIT A

SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

The Village of Winnetka is seeking a qualified professional service firm to provide construction engineering services for the Ravines Sanitary Pumping Station and Forcemain Rehabilitation.

The Village's intent is to select a single lead consultant to be utilized for the scope of services in fiscal year 2026 at a set number of hours and hourly rates.

Project Limits

The projects limits are defined as along the forcemain alignment from Old Green Bay Road to the sanitary pump station (near Sheridan Road).

2. SCOPE OF SERVICES

1. Provide Contract administration services including attendance at one preconstruction meeting, review shop drawing submittals, review periodic pay requests, request for information, and change order requests, and assist the Village with project closeout. Engineer will review, return, and comment to contractor within 7 days of receipt of shop drawings, diagrams, illustration, samples, schedules, results of test, and other data required to be submitted by contractors.

2. Provide the Village with regular updates as to the progress of the contractor including progress made since last site visit: challenges identified by the contractor, consultant, or residents; expected future work of the contractor, review of traffic control, any safety concerns identified, and evaluation of contractors adherence to agreed schedule in accordance with the contract documents. However, it is noted that Consultant is not in control of the Contractor's safety performance. Consultant shall review the contractor generated schedule and use it to monitor progress. Deviations from the schedule will be addressed immediately and the Consultant shall work with the contractor on returning to the original schedule. Major deviations from the schedule shall be documented in writing to the contractor and the Village of the need to increase production rates.

3. Provide a resident project representative (RPR) for part-time construction observation. The RPR site visits shall be scheduled to align with period in which the contractor is actually working.

4. Consultant's efforts will be directed toward determining for the Village that the completed project will, in general, conform to the Contract Documents. Consultant shall promptly report deficiencies to the Village that the Consultant is not able to rectify by communicating directly with the contractor.

5. The Consultant shall provide all necessary equipment, laptops, vehicles, Wifi, etc for the services. The Village shall provide access to restroom and copy machines for the Consultants use.

6. Perform one Substantial Completion site visit with Village upon written notice from Contractor to Village that Substantial Completion has been reached. Compile a list of items to be completed and corrected and provide to Village and Contractor

7. Perform one site visit with Village to review completion of project prior to commencement of Contractor's guarantee period.

8. Provide record drawings in electronic format from information compiled from contractor's records. Consultant is providing drafting services only for record drawings based on the records provided to Consultant by contractor and Village. Consultant will not be liable for any inaccuracies in the record drawings resulting from records provided by the Village.

3. TERM AND COMPLETION DATE

The proposed contract is through December 31, 2026 unless otherwise modified by a change order as outlined under this Scope of Services in Section 2 or is renewed as outlined in the Professional Services Agreement

4. 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 Consultant.

5. PAYMENT

During the course of the project, and to support each and every invoice, the Consultant shall furnish the following:

A. Narrative progress reports
B. Cost report that includes current period and cumulative expenditures to date
C. A comparison of the estimated cost at completion with the approved budget to show variance
D. Estimated date to complete

The Consultant shall immediately advise the Village's Representative of requirements, technical decisions, or problems that materially affect the project scope, schedule, or cost.

END OF SPECIFICATIONS AND SCOPE OF SERVICES

EXHIBIT B

Consultant Cost and Technical Proposals

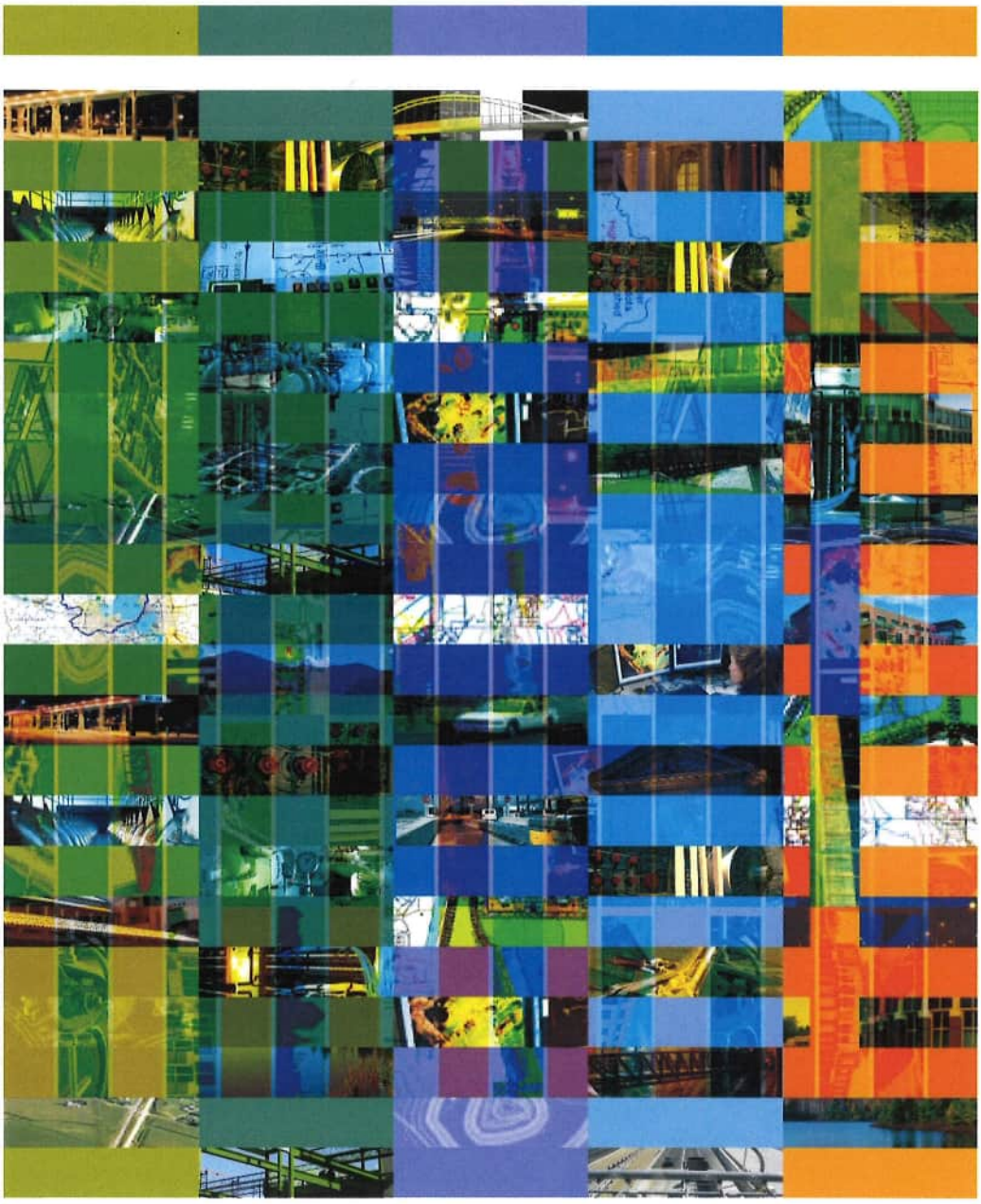
Professional

Engineering

Services

Ravines Sanitary Pumping Station and Force Main Rehabilitation Construction Engineering

RFP #026-001



Technical Proposal

Village of Winnetka, IL

January 20, 2026

STRAND ASSOCIATES®

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

Executive Summary

January 20, 2026

Ms. Dell Duckworth
Village of Winnetka Finance Department
510 Green Bay Road
Winnetka, Illinois 60093
dduckworth@winnetka.org

Re: Request for Proposal (RFP) – Ravines Sanitary Pumping Station and Force Main Rehabilitation Construction Engineering, RFP #026-001

Dear Ms. Duckworth:

On behalf of Strand Associates, Inc.®, thank you for the opportunity to submit our proposal to the Village of Winnetka to provide construction engineering services on the Ravines Sanitary Pumping Station and Force Main Rehabilitation Project (Ravines Project).

We believe the Village should select us because we have proven, through our prior design and construction projects for the Village, that we are dependable, knowledgeable, and effective in delivering on the following key elements that will be critical to achieving the Village's project goals:

- **Abundant experience and satisfied clients – proving our expertise**
- **Proposed team designed the Ravines Project – bringing experience and understanding to achieve a successful construction project**
- **Engineering design of the Ravines Project – providing unique experience and reliable construction engineering services**
- **Eighty years of service – signifying organizational strength and commitment to quality**

We have reviewed the Village's sample *Professional Services Agreement* included with the RFP. We are currently under agreement with the Village and anticipate that we can move forward on this project under similar agreement terms and conditions.

Joseph M. Bunker, acting as Corporate Secretary, has authority to bind the firm. This proposal is valid for 90 days.

Again, thank you for the opportunity to submit our qualifications. We have enjoyed working with the Village and look forward to continuing our relationships with Village staff and providing a wide variety of professional engineering services for years to come.

Sincerely,

STRAND ASSOCIATES, INC.®

[redacted]

Michael R. Waldron, P.E., Senior Associate
Project Manager and Lead Contact

[redacted]

Matthew J. Lichtenwalter
Lead Construction Engineer

[redacted]

Joseph M. Bunker
Corporate Secretary

P260.056/MRW:mah

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Past Projects

Abundant Experience and Satisfied Clients Prove Expertise with Construction of Sanitary Pumping Stations and Force Mains

Our wastewater conveyance system experience includes everything from the study, analysis, and rehabilitation of existing pumping stations and collection systems, to plan development, design, and construction engineering of new systems. In recent years, we have provided construction-related services for stations ranging in size from a few gallons per minute (gpm) up to 240 million gallons per day (MGD). Our broad experience enables us to assist clients in making sound and cost-effective decisions.

We have designed and constructed hundreds of pumping stations and force mains over the years, as both independent projects and as components of much larger projects.

The table below lists Illinois clients for whom our proposed Project Manager, Mike Waldron, was involved in providing construction-related services for pumping and lift stations projects, including the number (in parentheses) of pumping stations constructed for each client.

Select Listing of Pumping Station Projects	
Bensenville, IL (1)	Channahon, IL (4)
Fox River Water Reclamation District, IL (1)	Highland Park, IL (1)
Joliet, IL (2)	Lakewood, IL (1)
Lockport, IL (2)	Monee, IL (1)
Sandwich, IL (1)	Streamwood, IL

We also have a significant history designing and providing construction-related services for water main and sanitary sewer force main installations via horizontal directional drilling (HDD). This installation process has become a staple for many of our pressure pipe projects because of its ability to navigate densely-developed, difficult, and sensitive corridors like the ravines in Winnetka. In fact, we currently have an HDD design of water main replacement for the Village on Willow Road that will be constructed starting this year.

Record of Similar Projects Proves Construction Engineering Capabilities

The following projects were designed and constructed by members of our project team, highlighting our ability to provide construction-related services for the Ravines Project.

We have a history of delivering on similar-sized lift station and force main design projects.

Pumping Station 31 and Force Main Replacement – Fox River Water Reclamation District (FRWRD), IL	
Client Reference:	James Kerrigan, P.E., Sr. Project Engineer, 847-429-4054, jkerrigan@frwrd.com

We completed plan development, design, and construction for replacement of the FRWRD's existing pumping station 31 and associated 24-inch force main. The existing pumping station was built in 1925 with a capacity of 13 MGD. We provided preliminary design of a new station and replacement force main to offer 16.5 MGD capacity. We provided final design, bid-related assistance, and construction-phase services alongside the FRWRD's resident project representative.



The FRWRD's pumping station 31.

The force main replacement project included approximately 2,000 feet of 24-inch-diameter force main; a 230-foot bore and jack across Union Pacific and Metra railroad right of way; and an 85-foot casing below US-20 Highway. Permitting for the project went through the Illinois Environmental Protection Agency (IEPA), US Army Corps of Engineers (ACOE), Kane-DuPage Soil & Water Conservation District, Kane County, Illinois Department of Transportation (IDOT), Kane County Forest Preserve, Union Pacific Railroad, and Metra Railroad.

The force main evaluation and design also included retention of portions of the existing 20-inch force main as a bypass at critical crossings under US-20, Union Pacific and Metra railways, and two tributaries to the Fox River. New force main design also included valving to redirect force main flow to a potential future side storage facility in times when the receiving treatment plant is at capacity. The pumping station included new controls and a supervisory control and data acquisition (SCADA) system. This project is 100 percent complete.

Bluff Road Pumping Station – Channahon, IL

Client Reference: Ed Dolezal, Director of Public Works, 815-467-6644, edolezal@channahon.org

At the request of the Village of Channahon, we worked with a developer to design a then provide construction observation services on behalf of the Village for a new sanitary pumping station and force main. The final station was a 550-gpm capacity, dual-pump submersible pumping station with concrete wet well and valve vault. At the request of the Village, the station included variable frequency drives (VFDs), controls, and a permanent standby generator inside a brick and block controls building. Since the effluent from this pumping station goes to the City of Joliet's sanitary sewer system and West Side Wastewater Treatment Plant (WWTP), this project included an in-line flow meter and telemetry system that resulted in full system monitoring by the Village and flow data transmittal to the City's SCADA system.



Bluff Road sanitary pumping station.

141st Street (Highlands) Pumping Station and Force Main – Lockport, IL

Client Reference: Ben Benson, City Administrator, 815-838-0549, bbenson@lockport.org

We completed plan development, design, and construction-related services for a new sanitary pumping station at 141st Street to serve the new Highland Ridge multiuse development in Lockport. The dual-pump submersible pumping station was designed for 500 gpm capacity to handle the 44-acre development as well as an additional 156 acres of future development. The pumping station included full local controls, permanent standby generator, and a SCADA system connection. The force main included approximately 3,350 feet of 8-inch-diameter pipe, including portions directionally drilled and two 200-foot-long bore and jack crossings of IDOT and Will County rights of way.



141st Street pumping station constructed in 2020.

Permitting for the project was done through the IEPA, ACOE, Will-South Cook Soil and Water Conservation District, Will County, and IDOT. This project is 100 percent complete.

2022 Water Main Improvements – Glencoe, IL	
Client Reference:	Don Kirk, Public Works Superintendent, 847-461-1154, dkirk@villageofglencoe.org

The Village operates a 4,300-foot-long transmission water main through the Forest Preserve District of Cook County's (FPDCC) Skokie Lagoons. In 2020 and 2021, we designed the replacement of a portion (1,650 feet) of the existing 14-inch-diameter main. In 2022, we were hired to replace the remainder of the 14-inch-diameter main (2,650 feet) with a 16-inch-diameter, high-density polyethylene (HDPE) pipe.

Because the project was in a heavily wooded forest, disturbances and tree removals were strictly enforced by the FPDCC and required coordination. The main was installed via HDD and had multiple lagoon crossings. This project is 100 percent complete.





16-inch-diameter HDPE water main fused together to be installed via HDD through the FPDCC Skokie Lagoon. Multiple lagoon crossings were required, and extensive laydown area was needed to fuse together 2,650 feet of pipe.

Ring Road/Apollo Drive and Meadowbrook Industrial Drive Water Main Extension – Rolling Meadows, IL	
Client Reference:	Aaron Grosskopf, Director of Public Works, 847-963-0555, grosskopf@cityrm.org

The City of Rolling Meadows hired us to provide design, bidding-related, and construction-related services for the 2014 Ring Road, Apollo Drive, and Meadowbrook Industrial Drive Water Main Construction. The project involved a routing study and design, bidding-related, construction observation, and contract administration services for the installation of approximately 1,500 feet of 12-inch ductile iron main spread between

Easement and property searches were conducted, and easement legal descriptions were prepared by professional land surveyor subconsultants as part of this work.



Maintaining commercial vehicle access and working around utilities was vital to the project.



New vault entry and restored concrete roadway.

two sites using a combination of conventional open-trench and HDD methods. This method was used to minimize restoration costs and traffic disruption to nearby industry. The second of the two locations involved 350 feet of 12-inch ductile-iron main primarily using HDD, and also included remedial repair to a 72-inch storm sewer under Meadowbrook Industrial Drive. The repair involved a constructed-in-place, 96-inch diameter, flat lid concrete vault below and around an in-service, 72-inch storm sewer located under Meadowbrook Industrial Drive. A bench was then poured in to maintain flow though the vault. The existing storm sewer was then cut open to allow for future access to the piping for cleaning and inspection operations. The storm sewer was required to be in service during construction and bypass pumping contingencies, in case of heavy rain event, were also in place to pump to the nearby permitted Salt Creek storm sewer outfall. The vault location was in the middle of a local road and at the entrance to a bank. Traffic control and rerouting was used to maintain traffic to the bank during construction. The project was completed in August 2014, on time and on budget.

Mandel Lane Water Main Extension, Prospect Heights, IL – Illinois American Water Company (ILAWC), Woodridge, IL	
Client Reference:	David Lynde, Jr., P.E., Director of Engineering, 630-739-8828, david.lynde@amwater.com

We provided plan development, design, and construction services for a new transmission water main in the ILAWC Prospect Heights service area. The project involved installing 3,100 feet of new 6-, 8-, 10- and 12-inch water main, and new water services primarily in established residential neighborhoods. The corridor had existing parkways with extensive topographic features, such as driveway entrances, trees, utilities, and other residential elements.

Design of the water main extensions required identification of methods of installation that were feasible and practical for the conditions, with a goal of avoiding disturbance to the existing pavement, sidewalks, trees, and other residential elements. To do this, we designed the majority of the water main to be installed by HDD using ductile iron flex joint piping. This avoided most of the surface disturbance while maintaining access to residential streets and driveways. Additionally, coordination with the Cook County Department of Transportation and Highways (CCDTOH) was needed during design because the proposed improvements crossed underneath Camp McDonald Road. CCDOTH required the 90 feet of 12-inch water main within its right of way to be installed with a 24-inch steel casing pipe bored and jacked. Upon completion of the work, Mandel Lane was milled and overlayed with new pavement.

Design of the water main extensions required identification of methods of installation that were feasible and practical for the conditions.



Replacement water main was installed under existing roadway using HDD and bore and jack, avoiding corridor disturbances.

Our construction-related services included full-time construction observation; documentation; shop drawing and pay request reviews; pay request and change order reviews; global position system (GPS) survey of the fittings, valves, hydrants, water service taps, and water service boxes; geographic information system (GIS) database updates; and record drawings.

Hitchcock Avenue and Gamble Drive Water Main Replacement, DuPage County, IL – Illinois American Water Company, Woodridge, IL	
Client Reference:	David Lynde, Jr., P.E., Director of Engineering, 630-739-8828, david.lynde@amwater.com

ILAWC hired us to provide engineering planning, design, and construction services for water main replacement in its Lisle service area. The project involved replacing approximately 1,925 linear feet of existing 6- and 8-inch water mains, primarily in established residential neighborhoods. These corridors had existing parkways with extensive topographic features, such as driveway entrances, trees, utilities, and other residential elements.

Design of the water main replacements required identification of methods for installation that were feasible and practical for the conditions, with a goal toward avoiding disturbance to the existing pavement, sidewalks, trees, and other residential elements. To do this, we designed the majority of the water main to be installed by HDD using ductile iron flex joint piping. This enabled avoidance of a majority of the surface disturbance while maintaining access to residential streets and driveways. The contractor had to excavate to reconnect services to the new main and pushed new services under the street, thus, almost entirely avoiding pavement disturbance in the corridors. New mains were connected to the existing mains via pressure connections or traditional 'dry connect' methods. Temporary line stops were used, as necessary, to accomplish cutting and capping existing lines for abandonment. Existing services were reconnected to the new main.



Replacement water main was installed under existing sidewalk using HDD, avoiding corridor disturbances.

Our construction-related services included full-time construction observation; documentation; shop drawing and pay request reviews; pay request and change order reviews; GPS survey of all fittings, valves, hydrants, water service taps, and water service boxes; GIS database updates; and record drawings.

Project Team

Proposed Team Designed the Ravines Project and Brings Experience and Understanding to Achieve a Successful Construction Project

We designed the proposed sanitary pumping station and force main rehabilitation. Our Project Manager will again be **Mike Waldron, P.E.**, who has a long history of managing construction projects for the Village of Winnetka. Mike will be assisted by **Matt Lichtenwalter**, who was the Lead Design Engineer and will be the Lead Construction Engineer, bringing experience with municipal infrastructure construction and, in particular, HDD of pressure pipes. Mike and Matt will be supported by professionals with expertise in each aspect of this project, including structural specialties.

Our team has worked together on many similar projects with great success, including design of the Ravines Project.

The accompanying chart indicates the assigned responsibilities of our key project team members. A summary of each individual's pertinent qualifications and experience follows. Resumes are included in the *Appendix*.



Project Manager



Michael R. Waldron, P.E., Senior Associate, will serve as Project Manager. Mike will track the activities of the project team and keep the Village informed on project status, issues, and results. With a B.S. in Civil Engineering from Bradley University, Mike has been in our Joliet office for 33 years and is the department coordinator for our Municipal Engineering group. Mike has been involved with all sanitary conveyance and pumping projects out of our Joliet office and has worked with several communities to develop conveyance system plans, as well as provide design and construction-related services.

Mike has designed more than 20 sanitary and stormwater pumping stations for various municipalities and Sanitary Districts, including three stormwater pumping stations for the Village of Winnetka. He is experienced in stations ranging in size from 100 to 4,000 gpm. Mike was Project Manager or Quality Control Engineer for most of the projects in the *Past Projects* section, including the projects for Bensenville, FRWRD, Channahon, Glencoe, Lockport, and New Lenox.

Lead Construction Engineer



Matthew J. Lichtenwalter was the Lead Design Engineer for the Ravines Project and will serve as the Lead Construction Engineer. Matt will attend all progress meetings and provide construction observation, tracking, and assist Mike with contract administration. With a B.S. in Civil Engineering from Bradley University, Matt has more than 4 years of experience with municipal water main, sanitary sewer, stormwater utility, and local roadway design and construction projects. Matt also has an extensive background as a Resident Project Representative on various municipal construction projects, including water main and storm sewer installation. Matt is also IDOT Construction Documentation Certified.

Lead Structural Engineer



Caroline V. Johnson, P.E., was the Structural Engineer for design of the Ravines Project and will provide technical expertise and assistance with contractor requests for information (RFIs), as needed, for the project. Caroline has a B.S. in Civil Engineering from Illinois Institute of Technology and a M.S. in Civil Engineering (Structural Engineering) from University of Illinois – Urbana-Champaign. Caroline joined our firm 9 years ago and has experience with the structural design of a variety of municipal and industrial projects, including treatment buildings, pumping stations, storage structures, tank and channel structures, and administration buildings. Caroline is a registered Professional Engineer in Wisconsin.

Team Member	Location	Years of Experience	Education	Percent Anticipated for Project
Michael Waldron, P.E.	Joliet, IL	34	B.S. Civil Engineering – Bradley University, Illinois, 1991	8.8%
Matthew Lichtenwalter	Joliet, IL	4	B.S. Civil Engineering – Bradley University, 2021	77.2%
Caroline Johnson, P.E.	Madison, WI	9	B.S. Civil Engineering –Illinois Institute of Technology, May 2015 M.S. Civil Engineering (Structural Engineering) – University of Illinois Urbana-Champaign, May 2017	2.4%

Subconsultant Personnel

We do not propose use of any subconsultants on this project and will provide all services with our in-house personnel.

Project Plan

Engineering Design of the Ravines Project Provides Unique Experience and Reliable Construction Engineering Services

Our team includes the same individuals that designed the Ravines Project. This gives us a unique understanding, experience, and insight into the project's goals, potential challenges, and expectations.

Following is our proposed *Project Plan*, which agrees with *Exhibit A* in the Village's RFP.

We have also provided construction engineering services to the Village on several other large-scale infrastructure projects with aspects very similar to the Ravines Project. Through our experience, we know there are additional services the Village often wants from its construction engineer. We have described those additional services after our *Project Plan* and have broken out the fee for those services in our *Cost Proposal*.

Project Plan – Construction Engineering

1. Provide construction contract administration services, including attendance at one preconstruction meeting, prepare and distribute meeting minutes, review shop drawing submittals, review periodic pay requests, respond to RFIs, review change order requests, and assist the Village with project closeout. In reviewing shop drawings, we will endeavor to provide comments to the contractor within 7 days of receipt.



We understand the complications involved with replacement of piping in the existing valve vault.

2. Provide weekly project updates to the Village describing construction progress for the week, to date, and anticipated upcoming work. Updates will include identified changes from the contract documents and status of contractor's schedule.

3. Deviations from the contract documents or the contractor's submitted schedule will be communicated to the Village and, as determined with the Village, documented in writing to the contractor requesting contractor's intent to address the deviation.

4. Provide a resident project representative (RPR) for part-time construction observation. Our proposal is based on an anticipated construction period of 2 months, in which part-time is defined as up to two site visits a week and up to 16 hours per week for a total of 128 hours. Site visits will be based on contractor's submitted schedule and particular work being performed.

5. In furnishing observation services, our efforts will be directed toward determining for the Village that the completed project will, in general, conform to the contract documents; but we will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the contract documents.



We worked with IDOT for approval of construction within Sheridan Road right of way under IDOT jurisdiction.

6. Attend one 'substantial completion' site visit with Village upon written notice from contractor to Village that 'substantial completion' has been reached. Compile a *list of items to be completed and corrected* and provide to Village and contractor.

7. Attend one site visit with the Village to review completion of project prior to commencement of contractor's guarantee period.

8. Provide record drawings in electronic format from information compiled from contractor's records.

9. Provide equipment, as needed, to perform the *Construction Engineering Services* and *Additional Services*.

Additional Services

10. Conform construction documents with addenda, executed contracts, bonds, and contractual required certifications. Reproduce and distribute up to four hard copies of construction documents and drawings.

11. Attend up to four construction progress meetings. Prepare and distribute meeting minutes.

12. Since there are unique structural aspects to the Ravines Project, namely removing and replacing the pumping station floor doors, there may be a need to refer to our Structural Engineer who designed those aspects. We have included hours for review and response to structural-related RFIs.



Removal and replacement of the old flood doors is a unique structural modification.

Other Relevant Information – Firm Profile

Eighty Years of Service Signifies Organizational Strength and Commitment to Quality

We have been providing exceptional civil and environmental engineering services to clients since 1946. We attribute our organizational strength to our talented engineers, effective management, and, most of all, commitment to nurturing long-term client relationships.

Our Corporate Mission states that we are "dedicated to helping clients succeed through excellence in engineering." In accordance with this mission, we are continually expanding our staff and service offerings to broaden our base of experience and knowledge so that we can provide more creative and comprehensive solutions to meet the continually evolving needs of each client.

Our areas of specialization include civil and municipal engineering; stormwater management; water supply engineering; wastewater treatment and conveyance engineering; transportation engineering; electrical and heating, ventilation, and air conditioning (HVAC) engineering; building/facility engineering, architecture, and sustainable design; aviation; natural gas distribution; wetland delineation, mitigation, and restoration; ecosystem study and restoration; geographic information systems (GIS) and mapping; land development; construction observation; and financial assistance services.

To serve our partners effectively, we have multiple offices throughout the country, including in Joliet, Illinois; Madison and Milwaukee, Wisconsin; Columbus, Indiana; Columbus and Cincinnati, Ohio; Lexington and Louisville, Kentucky; Phoenix, Arizona; Brenham, Texas; Ames, Iowa; and Nashville, Tennessee.

Reliable Consulting Service Has Cultivated Long-Standing Client Relationships

Clients rely on us as a partner in addressing their engineering and science needs. We have developed and continue to maintain long-standing affiliations, many extending into several decades of service. Our service is flexible and tailored to the unique needs of each client. For some, we serve as appointed engineers and are active committee members; for others, we serve as specialty consultants to their in-house staff on an as-needed basis.

We understand the value clients place on *consistency* of personnel and *continuity* in project development. Accordingly, we expend every effort to make sure that the team initially chosen is involved with a project from beginning to end.

Dedicated, Results-Oriented Staff Yields High Level of Service to Clients

Clients find reassurance in the fact that each of our engineers is supported by the expertise of a multidisciplined engineering firm. This approach enables use of all our resources while maintaining the personal involvement associated with a single point of contact – an individual trained to assist through plan development, design, and implementation.

Our expert staff of more than 500 embody the academic backgrounds and experience of all disciplines normally necessary to complete a project successfully. More than 70 colleges and universities are represented on our staff. Our engineers average more than 11 years of experience and the majority are licensed or have advanced degrees. We are managed by our active engineering staff.



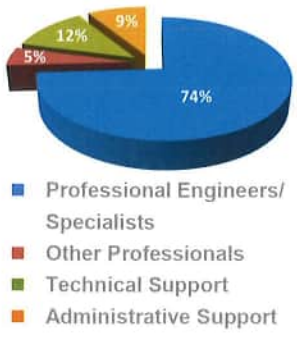
Through trust, reliance, and professional relationships, clients have enabled us to achieve 80 years of excellence in engineering.





Winnetka will be served primarily from our Joliet, Illinois, office at 1170 Houbolt Road, Joliet, IL 60431.

Our commitment to long-term client relationships is a major factor in our success.



Standard Agreement Notes

A Fair and Equitable Contract is Best for All Parties

After selection, we will discuss with Village staff the final terms and conditions, scope of services, schedule, and fee for this project. We will then develop a final agreement for execution, which we anticipate will be similar to the RFP's sample agreement.

The following are our proposed modifications to the Village's standard Professional Services Agreement:

1) **Page 2 of the Appendix A: Section 3. Compensation and Method of Payment, B. Invoices and Payment:** *The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.*
    a. **Proposed modification:** to remove the words *'60 days'* and replace with *'30 days'*. We would prefer 30 days.

2) **Page 4 of Appendix A: Section 6. Standard of Services and Indemnification, B. Indemnification:** *The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village 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 the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.*
    a. **Proposed modification:** to add the word *'negligent'* between the words *'Consultant's'* and *'performance'*. Therefore, it will read, *"...Consultant's negligent performance..."*

3) **Page 6 of Appendix A: Section 7. Consultant Agreement General Provisions, F. Default, 3. Withholding of Payment by Village:** *The Village may withhold from any payment whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.*
    a. **Proposed modification:** to add the words *'upon notification to Consultant'* after the phrase *'may recover from the Consultant'*. Therefore, the phrase will then read, *"The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, upon notification to Consultant..."*

4) **Page 7 of Appendix A: Section 7. Consultant Agreement General Provisions, K. Ownership:** *At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.*
    a. **Proposed modification:** to add the sentence *'Reuse of the Documents shall be at the sole risk of the Village and without liability to the Consultant'* after the above sentence in that section.

5) **Page 9 of Appendix A: Section 8. General Provisions, G. Time:** *Time is of the essence in the performance of all terms and provisions of this Agreement.*
    a. **Proposed modification:** To remove the phrase *'of the essence'* and replace with the word *'important'*. Therefore, it will read, *"Time is important in the performance of all terms and provisions of this Agreement."*

Appendix

Project Manager

Michael R. Waldron, P.E., Senior Associate

Lead Construction Engineer

Matthew J. Lichtenwalter

Lead Structural Engineer

Caroline V. Johnson, P.E.

Michael R. Waldron, P.E.
Senior Associate

AREAS OF EXPERTISE

- Municipal and General Civil Engineering
- Local Transportation and Pavement Management
- Stormwater Management
- Sustainable Site Design
- Water Supply and Distribution
- Recreational Facilities

PROFESSIONAL EXPERIENCE

Municipal Engineering experience includes representation of municipalities and counties as city/village/county engineer; municipal infrastructure studies, planning, and budgeting; annexation, PUD, development, and recapture agreements; creation of local infrastructure standards and ordinances; residential, commercial, manufacturing, and light industrial platting and subdivisions; construction administration; asset management databases, utility mapping, and O&M programs.

Wastewater Pumping and Conveyance Systems experience includes planning, design, and construction of pressure/gravity sewer collection systems 1-1/4, 72-inch diameter; planning, design/construction engineering of sanitary pumping stations from small submersible pumping stations to facilities up to 30 MGD capacity; facilities planning reports, operation and maintenance manuals, and financial analysis for numerous municipal entities; CSO studies; long-term control planning (LTCP) separate and combined sewer CMOM programs; I&I studies; sanitary sewer evaluation surveys; flow monitoring and sampling; trenchless sewer rehabilitation planning, design, and construction; grants and low interest loans.

Recent Illinois projects include:

- Ravines Sanitary Pumping Station and Force Main Rehabilitation – Winnetka, Illinois
- CSO LTCP – Joliet, Illinois
- CSO LTCP – Aurora, Illinois
- Southside Intercepting Sewer Project – Wheaton Sanitary District, Illinois
- Wastewater Master Plan – Batavia, Illinois
- Transfer Station and Sewer Routing Study, Thorn Creek Basin SD, Chicago Heights, Illinois
- West Suburban Service Area Study, Illinois American Water Company, Bolingbrook, Illinois
- Illinois Aux Sable Creek Wastewater Conveyance projects, Joliet, Illinois
- Davey Road Lift Station Rehabilitation Project, Illinois American Water Company, Woodridge, Illinois
- East Sewer Area Sanitary Pumping Station (600 gpm, 8-inch force main), Lakewood, Illinois
- Ridge Road Sanitary Pumping Station (1,350 gpm, 12-inch force main), Channahon, Illinois
- Fort Sheridan Sanitary Pumping Station Evaluation, Highland Park, Illinois

Local Transportation and Pavement Management experience includes pavement evaluation and administration of extended maintenance and improvement programs; local, collector, and arterial roadway design; roadway and streetscape enhancement design; traffic studies and warrants. Recent projects include:

- Liberty Drive Reconstruction – Wheaton, Illinois
- I-55 Frontage Road Reconstruction – Romeoville, Illinois

Municipal and Industrial Stormwater Management experience includes stormwater runoff and conveyance analysis, stormwater management design, conservation and sustainable site design, and implementation of best management practices; soil erosion and sediment control design, management, and monitoring; stormwater and natural resources ordinances; MS4 stormwater management planning; stormwater system mapping and data bases; municipal and industrial Phase 1 and Phase 2 NPDES Stormwater Permitting; municipal and industrial stormwater pollution prevention plans, Oil Spill Control and Countermeasure Plans (SPCC), and Emergency Spill Response Plans.

YEARS OF EXPERIENCE

33

YEARS WITH FIRM

3e

EDUCATION

B.S. Civil Engineering – Bradley University, Illinois, 1991

REGISTRATION

Professional Engineer in Illinois

STRAND ASSOCIATES®

Michael R. Waldron, P.E.
Senior Associate

Also, stormwater management permitting with DuPage, Kane, Kendall, and Will counties, MWRDGC, IDNR, IEPA, and USACOE.

Recent projects include:

- Midlothian Stormwater Capital Plan – Chicago Metropolitan Agency for Planning
- Western and Southwestern Stormwater Alternatives Study – Winnetka, Illinois
- Ravinia Business District Utility Study – Highland Park, Illinois
- Belmont Avenue 72-inch Storm Sewer – Romeoville, Illinois
- Phase 2, MS4 Stormwater Permitting and NOI – Joliet, Lockport, Glencoe, Kendall County and townships, Illinois

Water Supply and Distribution experience includes planning, design, and construction of water transmission and distribution mains ranging from 6 inches to 36 inches; trenchless water main rehabilitation and installation methods; system evaluations, modeling, and studies; capital improvement planning and financing reports; well site evaluations; grant and low-interest loans. Recent projects include:

- Glencoe Water Main Project Glencoe, Illinois
- Downers Grove Water Main Construction Programs, Downers Grove, Illinois
- Cleveland Avenue and I-57 Water Main Extension, Monee, Illinois

Facilities Engineering experience includes parks and recreational facility planning; bike paths, pedestrian bridges, and tunnels; athletic fields; recreational lakes and waterway facilities; commercial and municipal site planning and design including parking lots, stormwater management, sewer and water service, lighting, and site grading. Recent projects include:

- ADA Transition Plan, Orland Park, Illinois
- St. James Farm Sewer and Water Improvements, Forest Preserve District of DuPage County, Illinois
- Goodenow Grove Improvements, Forest Preserve District of Will County, Illinois
- Lake Chaminwood Improvements, Forest Preserve District of Will County, Illinois
- Prairie Bluff Development, Forest Preserve District of Will County, Illinois
- Indoor Turf Facility, West Chicago Park District, Illinois

Site Engineering experience includes preparation and management of plan sets for design and construction of site grading, parking lots, bicycle trails, recreational fields, and ponds. Projects include multiple colleges, hotels, kindergarten through grade 12 school districts, police departments, and track and field facilities.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Public Works Association
- Illinois Association for Flood Plain and Stormwater Management

Matthew J. Lichtenwalter

AREAS OF EXPERTISE

- Utility Design
- Roadway Design
- Construction Observation
- StormCAD Software
- MicroStation/Civil 3D Drafting

PROFESSIONAL EXPERIENCE

Specific project experience (prior to Strand)

- Plote Construction – focus on concrete.
- Research project – landslide susceptibility
- Senior design project – Dry Run Creek Restoration project

STRAND EXPERIENCE

Construction Observation experience includes water main installation and roadway resurfacing on the following projects:

- **2024 Brumley Drive Reconstruction Project, Flossmoor, Illinois** – Observed and performed construction administration services for the reconstruction of Brumley Drive, the oldest road in Flossmoor. The work performed included installation of storm sewer, subgrade improvements, site grading, concrete flatwork, and a new roadway.
- **2023 Water Main Improvements, Glencoe, Illinois** – Observed and performed construction administration services for the Village water main program. Work performed includes installation of PVCO water main, water services, and lead water service replacement.
- **2022 Street Rehabilitation Program, Flossmoor, Illinois** – Observed and performed construction administrative services for approximately 16,800 linear feet of roadway resurfacing, and concrete flatwork for the Village of Flossmoor.

Utility Design experience, including field surveying, water main connection and location design, drainage analysis, and utility coordination. Projects include:

- **023 Hibbard Preserve Stormwater Management Wetland Project, Winnetka, Illinois** – Observed and performed construction administration services for Winnetka's West and Southwest Stormwater Management Program. Project includes earth excavation and grading, roadway widening, installation of storm sewer box culverts, wetlands protection, and restoration.
- **Tree Streets Stormwater Storage Projects, Winnetka, Illinois**– Design for new precast concrete box storm sewer, sanitary sewer, water main, and roadway reconstruction across multiple streets.
- **131ST Street Water Main Lining, Palos Heights, Illinois –** Design of approximately 1,800 linear feet of the cured-in-place pipe lining to rehabilitate an aging 8-inch and 12-inch-diameter ductile iron water main within Illinois Department of Transportation right-of-way.
- **WS-Rear Yard #2 Water Main Replacement, West Suburban Service Area, ILAWC, Bolingbrook, Illinois** – Approximately 9,600 linear feet of water main to be replaced and relocated from the backyard of residential home to within the Village's front right-of-way installed via horizontal directional drilling.

Roadway Design experience includes field survey, site work, roadway reconstruction, sidewalk installation, and drainage analysis.

- **Farmington Lakes Paving Project, Oswego, Illinois** – New parking lot, sidewalk, recreation area, new HMA path, pedestrian bridge, kayak launch, fishing pier, and amenities around Farmington Lake for the Oswegoland Park District.
- **MFT and Non-MFT Street Improvement Program, Plainfield, Illinois** – 15 miles of roadway resurfacing across the Village of Plainfield, including coordination with IDOT, and railroad. Redesign of ADA ramps, pavement markings, street signs, maintenance of traffic, drainage analysis, and pavement analysis.
- **Pavement, Sidewalk, and Curb and Gutter Replacement Project, Plainfield, Illinois** – General patching design of select areas throughout the Village of Plainfield to remove and replace failing pavement, sidewalk, and curb and gutter.

YEARS OF EXPERIENCE

4

YEARS WITH FIRM

4

EDUCATION

B.S. Civil Engineering – Bradley University, 2021

IDOT's Documentation of Contract Quantities Certification

STRAND ASSOCIATES®

Caroline V. Johnson, P.E.

AREAS OF EXPERTISE

- Wastewater/Water Treatment Structural Design
- Industrial Structural Design

PROFESSIONAL EXPERIENCE

Experience with the structural design of a variety of municipal and industrial projects, including treatment buildings, pumping stations, storage structures, tank and channel structures, and administration buildings. Caroline provided structural engineering on the following projects.

Wastewater experience includes:

- Ravines Sanitary Pumping Station and Force Main Rehabilitation, Winnetka, Illinois
- Wastewater Treatment Plant (WWTP) Improvements, Mount Horeb, Wisconsin
- WWTP Improvements, Oostburg, Wisconsin
- UV Disinfection and Sludge Storage Tank Addition, Fredonia, Wisconsin
- WWTP and Sewer Design, Magnolia, Texas
- WWTP Upgrades, Mokena, Illinois
- WWTP Regionalization Improvements, Salem Lakes, Wisconsin
- Wastewater Treatment and Resource Recovery Facility Sidestream Deammonification, Fond du Lac, Wisconsin WWTP
- Wastewater Treatment Improvements, Meister Cheese Company, Wisconsin
- Phosphorous Reduction, Evonik Corporation, Indiana

Water experience includes:

- Well No. 6 – Waunakee, Wisconsin
- Well No. 2 – Cottage Grove, Wisconsin
- Well No. 46 – Rockford, Illinois
- Well No. 15 – Lockport, Illinois
- Well No. 3 – Village of Capron, Illinois
- Well No. 5 – Grayslake, Illinois
- Well No. 10 – Cary, Illinois
- Well No. 8 – Oconomowoc, Wisconsin
- Phase 2 and Phase 2A WTP Process Improvements – Cedar Rapids, Iowa

Wastewater Treatment Plant and Water Treatment **Plant Design** experience includes:

- Inspection of existing facilities, preparing plans and specifications for tanks and buildings.
- Reviewing shop drawings and preparing opinions of probable cost.
- Structure design experience includes sludge tanks, clarifiers, oxidation ditches, splitter boxes, treatment buildings, well buildings, and administration buildings for facilities throughout the Midwest.

Industrial Design experience includes preparing plans and specifications for equipment platforms, duct supports, and roof reinforcing; reviewing shop drawings; field inspection and analysis of existing structures.

Industrial experience includes:

- HVAC Equipment Platforms, Nestlé – Fort Smith, Arkansas
- Cooling Tower Platform Additions, Kraft – Mason City, Iowa
- HVAC Platform and Duct Support System, Kraft – Massillon, Ohio
- Roof Analysis and Reinforcement, Nestlé – Little Chute, Wisconsin

YEARS OF EXPERIENCE

9

YEARS WITH FIRM

9

EDUCATION

B.S. Civil Engineering – Illinois Institute of Technology, May 2015

M.S. Civil Engineering (Structural Engineering) – University of Illinois Urbana-Champaign, May 2017

REGISTRATION

Professional Engineer in Wisconsin

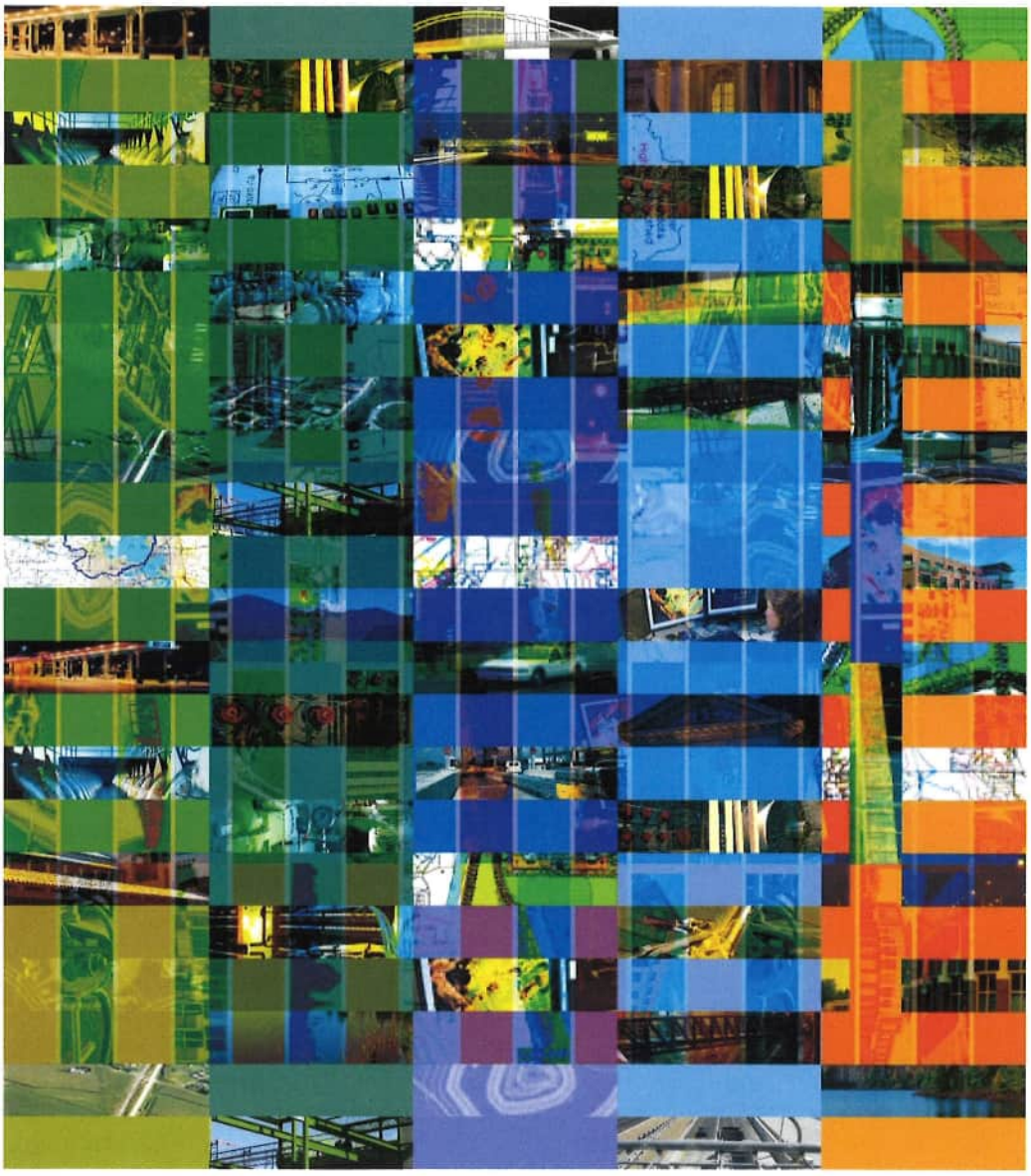
Professional

Engineering

Services

Ravines Sanitary Pumping Station and Force Main Rehabilitation Construction Engineering

RFP #026-001



Cost Proposal

Village of
Winnetka, IL

January 20, 2026

STRAND
ASSOCIATES®

Cost Proposal

Following this page is a detailed task breakdown providing anticipated hours and fees for the Ravines Project based on our *Project Plan* and *Additional Services*.

Fees for services provided are based on actual time spent and in accordance with the following standard fee schedule, which is applicable through the *Construction Contract* final completion date of August 31, 2026. Expenses incurred on a project are billed at actual cost, plus 10 percent to cover processing costs.

Multiplier of 3.00

Staff Classification	Hourly Billing Rates
Principal Engineers	$250 to $350
Senior Project Managers	$240 to $330
Project Managers	$150 to $300
Project Engineers and Scientists	$87 to $173
Engineering Technicians and Draftspersons	$58 to $192
Administrative	$128 Average

Client: Village of Winnetka
Project: Ravines Sanitary Pumping Station and Force Main Rehabilitation Project - Construction Engineering Services
Date: 20-Jan-2026

Task	PRINCIPAL	PROJ. MANAGER	LEAD ENGINEER/RPR	STRUCT. ENGINEER	OFFICE TECH 1	OP	BUDGET TOTALS Hours	Expense Cost	Labor Cost	Line Cost
Construction Contract Administration										
Project Management (assumes 4 active months)	4.00	4.00	16.00			6.00	30.00	$462.00	$5,286.93	$5,748.93
Preconstruction Meeting and Minutes		4.00	8.00			2.00	14.00	$198.44	$2,601.89	$2,800.33
Shop drawing reviews (10 submittals)		2.00	10.00			2.00	14.00	$140.80	$2,288.84	$2,429.64
Pay requests		1.00	8.00			2.00	11.00	$140.80	$1,702.30	$1,843.10
Requests for information (RFI)		1.00	4.00				5.00	$70.40	$873.22	$943.62
Change orders		1.00	4.00			2.00	7.00	$70.40	$1,128.94	$1,199.34
Construction weekly updates (8 weeks active construction)		2.00	8.00				10.00	$140.80	$1,746.44	$1,887.24
Project completion documents and closeout		1.00	8.00			2.00	11.00	$70.40	$1,702.30	$1,772.70
Record drawings			2.00		8.00		10.00	$140.80	$882.25	$1,023.05
Construction Contract Administration	4.00	16.00	68.00	0.00	8.00	16.00	112.00	$1,434.84	$18,213.11	$19,647.95
Construction Observation										
Periodic Site Visits (2 mos = 8 weeks @ 2 visits/wk = 16hr/wk)			128.00				128.00	$1,760.00	$18,347.45	$20,107.45
Construction Documentation		8.00	16.00				24.00	$281.60	$4,692.33	$4,973.93
Substantial completion walk through and items to be completed			8.00			2.00	10.00	$145.20	$1,402.44	$1,547.64
Final completion walk through			6.00				6.00	$134.09	$860.04	$994.13
Construction Observation	0.00	8.00	158.00	0.00	0.00	2.00	168.00	$2,320.89	$25,302.26	$27,623.15
Additional Services										
Conform documents and distribute		0.50	2.00			4.00	6.50	$290.40	$948.05	$1,238.45
Construction Progress Meetings and Minutes(total of 4)		4.00	24.00			4.00	32.00	$690.80	$5,151.04	$5,841.84
Structural RFI		0.50	2.00	8.00			10.50		$1,728.65	$1,728.65
Additional Services	0.00	5.00	28.00	8.00	0.00	8.00	49.00	$981.20	$7,827.74	$8,808.94
Total Hours	4.00	29.00	254.00	8.00	8.00	26.00	329.00	$4,736.93	$51,343.11	$56,080.04
% of Total Hours	1.2%	8.8%	77.2%	2.4%	2.4%	7.9%				
Billing Rate	$256.72	$299.86	$143.34	$161.50	$74.45	$127.86				
Cost	$1,026.88	$8,696.00	$36,408.23	$1,292.04	$595.57	$3,324.38				

Total Labor Cost	$51,343.11
Total Expense Cost	$4,736.93
Total	$56,080.04

Construction Contract Administration	$19,650.00	$47,270.00 Base project
Construction Observation	$27,620.00	
Additional Services	$8,810.00	$8,810.00 Additional services
Contract Budget	**$56,080**	

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-20-2026: Waiving Bidding and Approving a Contract with Conservation of Sculpture & Objects Studio for Cenotaph Maintenance Services (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
As part of the FY 2026 budget, $30,000 was budgeted for the maintenance of the Cenotaph at Village Green Park.

EXECUTIVE SUMMARY:
As part of its ongoing responsibilities, the Public Works Department oversees the Cenotaph Monument at Village Green Park (the "Cenotaph"). Originally constructed in 1927, the Cenotaph has a number of unique historical components, including marble stairs, bronze eagles and a wooden flagpole with decorative iron work. Due to its age and the intricacy of its elements, the Department contracts for specialized maintenance including bronze polishing, cleaning, tuck pointing and painting when necessary.

For the last few years, the Village has engaged Conservation of Sculpture and Objects Studio, Inc. (CSOS) for maintenance of the Cenotaph. CSOS has unique expertise in the preservation of historic architecture and objects. In addition to the Cenotaph work, CSOS is also currently completing laser cleaning of the United States Supreme Court facade and recently cleaned the Chicago Art Institute's famous lion sculptures. Staff has confidence in CSOS's ability to successfully complete maintenance and repairs as necessary on the Cenotaph.

Due to the existing relationship and CSOS's expertise, staff approached CSOS to create a five-year plan and agreement for the continued maintenance of the monument. Staff and CSOS identified the need to maintain the monument flagpole this year but due to recent other work, the monument itself mostly just needs light cleaning and polishing for the foreseeable future after this year. Staff will work with CSOS to ensure completion before the annual summer events on Village Green in each year.

The Fiscal Year 2026 Budget contains $30,000 in General Fund Account No. 100.30.01-543 (Public Property Maintenance) for the work occurring this year. The proposed cost for the 2026 services is $21,859, resulting in a savings of $8,141. Sufficient funds will be budgeted in future years for the

duration of the agreement. Should other needs arise during the course of this agreement, staff will work with CSOS to develop a scope and cost for that additional work.

RECOMMENDATION:

Staff recommends waiving bidding and awarding an agreement for Cenotaph maintenance services to Conservation of Sculpture and Objects Studio, Inc. in an amount not to exceed $54,189.00.

ATTACHMENTS:

1. Resolution No. R-20-2026: Waiving Bidding and Approving a Contract with Conservation of Sculpture & Objects Studio for Cenotaph Maintenance Services

RESOLUTION NO. R-20-2026

A RESOLUTION WAIVING BIDDING AND APPROVING A CONTRACT WITH CONSERVATION OF SCULPTURE & OBJECTS STUDIO FOR CENOTAPH MAINTENANCE SERVICES

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

WHEREAS, the Village is seeking a contractor to provide maintenance services for the Cenotaph monument located in the Village Green and associated services (***"Services"***); and

WHEREAS, Conservation of Sculpture & Objects Studio (***"Contractor"***) has previously provided maintenance services for the Village and the Village has been satisfied with Contractor's services; and

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

WHEREAS, due to the Contractor's knowledge and expertise, the Village requested a proposal from the Contractor for the performance of the Services and the Contractor submitted a proposal in an amount not to exceed $54,189.00; and

WHEREAS, the Village Council desires to enter into a contract with the Contractor for the Services in a total amount not to exceed $54,189.00 (***"Contract"***); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Contract 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.

SECTION 3: 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 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract between the Village and the Contractor 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 3rd day of March 2026, 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

Cenotaph Maintenance Services

Full Name of Bidder CONSERVATION OF SCULPTURE & OBJECTS STUDIO INC ("Bidder")
Principal Office Address 900 S. DES PLAINES AVE, FOREST PARK, IL 60130
Local Office Address
Contact Person A. DAJNOWSKI Telephone Number 773-480-0483

TO: Village of Winnetka,
510 Green Bay Road
Winnetka, IL 60093

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE **[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 ***[describe Work]*** at the ***[described Work Site]*** (the "Work Site");

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

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates ***[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 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 ***[following specifications:] [the specifications attached hereto and by this reference made a part of this Contract.]*** No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the ***[total Contract Price of:] [sum of the***

products resulting from multiplying the actual number of acceptable units of Unit Price Items listed below incorporated into the Work by the Unit Price set forth below for such Unit Price Item:]

As set forth 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; ***[and]***

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

[4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and

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

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

[insert schedule re: milestone or progress payments / retainage requirements / submission dates].

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates ***[and policies of insurance]*** 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 ***[not later than DATE CERTAIN] [within __ days after the Commencement Date]***.

4. Financial Assurance

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

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates ***[and policies]*** 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. ***[If this Contract is accepted, Bidder proposes and agrees that as part of Bidder's warranty obligations under this Contract, shall provide, perform, and complete all post-installation service, maintenance, and inspection Work as specified in Spec. §§ XXX, and associated Work.]*** Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within ***[two]*** 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. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

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

named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience ***[(minimum of XX years)]***, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner ha 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: 02/10, 2026

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

Bidder's Name: CONSERVATION OF SCULPTURE & OBJECTS STUDIO INC

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: [redacted]

(corporate seal) (if corporation)

Printed Name: A. DAJNOWSKI

Title/Position: DIRECTOR

Bidder's Business Address: 900 S. DES PLAINES AVE
FOREST PARK, IL 60130

Bidder's Business Telephone: 773-480-0483 Facsimile: 773, 594-0583

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

NAME	TITLE	ADDRESS
M. DAJNOWSKA	PRESIDENT	SAME
A. DAJNOWSKI	DIRECTOR	SAME
B. DAJNOWSKI	V. DIRECTOR	SAME

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the [City/Village] of _____ ("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: _____

ATTACHMENT A: SCOPE OF SERVICES

1. Introduction:

The Village of Winnetka desires to maintain its historic Cenotaph Monument located in Village Green Park (501 Maple Street). The stone monument has a number of components included bronze, marble, ironwork and a flagpole. The objective of this cope of service is to provide appropriate annual maintenance to either maintain or improve the condition of these features.

2. Base Scope of Work:

The Base Scope of Services shall contain the following items (delineated by per year):

A. Calendar Year 2026: Strip and refinish the flagpole to protect it from damage. Complete minor repairs to the iron rings on the pool. Clean and maintain the entire monument and polish bronze work.
B. Calendar Year 2027: Clean and maintain the entire monument and polish bronze work.
C. Calendar Year 2028: Clean and maintain the entire monument and polish bronze work.
D. Calendar Year 2029: Clean and maintain the entire monument and polish bronze work.
E. Calendar Year 2030: Clean and maintain the entire monument and polish bronze work.

3. Locations:

The work to be completed under the Scope of Service shall be conducted at 501 Maple Street (Village Green Park).

4. Term and Completion Date:

The proposed contract is for a five-year period concluding after annual work is done in 2039 (in no case any later than May 24, 2030). The completion date for the entire agreement shall be the same date.

Due to the nature of the monument and its central importance in the Memorial Day and Fourth of July activities, the work to be completed each year will be done no later than the Friday before Memorial Day each calendar year unless otherwise agreed in writing. Failure to meet this date shall result in an administrative fee of $250.00 per day for each day after this date until work is satisfactorily complete unless otherwise waived by the Village's representative.

5. 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 be 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.

6. 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.

7. 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 5:00 p.m., exclusive of Village holidays.

8. Reporting:

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

A. 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.

9. 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. 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.

10. Schedule of Prices:

Cenotaph Maintenance Services	
Item	**Cost**
2026 Scope of Work	**$ 21,859.00**
2027 Scope of Work	**$ 7,000.00**
2028 Scope of Work	**$ 7,800.00**
2029 Scope of Work	**$ 8,600.00**
2030 Scope of Work	**$ 9,200.00**
Total Cost	**$ 54,189.00**

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-21-2026: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
As part of the Fiscal Year 2026 budget, $800,000 was included for sanitary and storm sewer critical repairs including sewer lining.

EXECUTIVE SUMMARY:
As part of its ongoing responsibilities, the Public Works Department oversees maintenance of the Village's sanitary and stormwater systems. The Public Works Department assumed oversight of the sanitary sewer capital program and a portion of the stormwater sewer capital program related to sewer lining in 2026. Using data from the Village's televising contractor and inflow and infiltration consultant, staff prepared a capital program including both lining and manhole rehabilitation components.

Sewer lining involves the installation of a thin liner inside an existing sewer pipe to structurally reinforce it and eliminate defects such as cracks, holes and points of infiltration. This work does not require trenching and can significantly extend the useful life of sewer main with only a few hours of time required per setup. The Village has lined a number of sanitary sewers over the last twenty years and will begin a formal program to line storm sewers this year. Staff evaluated the findings from our sewer televising contractor and the most recent inflow/infiltration study and generated a list sanitary sewers for relining. Storm sewers were selected based on previous staff televising and to address areas of recurrent flooding due to sewer condition or root infiltration.

In the past, the Village has participated in the Municipal Partnering Initiative (MPI). The MPI combines and jointly bids work from a variety of Chicagoland communities to achieve a better economy of scale. In 2024, the Villages of Glenview, Golf and Glencoe as well as the Cities of Rolling Meadows and Prospect Heights jointly issued a request for bids for sanitary and sewer lining services. This bid included an initial one-year terms with the option for up to three one-year renewals. Hoerr Construction, Inc. submitted the lowest, most responsive proposal and was awarded the contract. The Village subsequently utilized Hoerr for lining projects in 2024 and 2025 under this same agreement and found their work to be satisfactory.

Combined Sewer lining and Manhole Repair budget = $800,000
Resolution No. R-21-2026 $715,000 - Lining
Resolution No. R-29-2026 $66,000 - Manhole Repairs
Remaining Budget $19,000

The Fiscal Year 2026 Budget contains $800,000 in Sanitary Sewer Fund Account No. 540-70.01-670 ("Sanitary Sewers") and Stormwater Fund Account No. 580.75.01-675 ("Storm Sewers") for a combination of critical main and manhole rehabilitation work. Staff is requesting authorization for up to $715,000 based on the work identified. This would leave $85,000 available for other critical work in the Sanitary Sewer Fund and utilize all funds appropriated for this project in the Stormwater Fund, refer to item R-29-2026 for the remaining budget applied to manhole repairs.

RECOMMENDATION:
Staff recommends awarding an agreement for sanitary and stormwater lining services to Hoerr Construction in an amount not to exceed $715,000.

ATTACHMENTS:
1. Resolution No. R-21-2026: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work

RESOLUTION NO. R-21-2026

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

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

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

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

WHEREAS, the Municipal Partnering Initiative (***"MPI"***) Village of Arlington Heights (Lead Agency), the Village of Glencoe, the Village of Glenview, the Village of Golf, the Village of Kenilworth, the Village of Lincolnshire, the Village of Northfield, the City of Prospect Heights, and the Village of Riverwoods (collectively, the ***"Municipalities"***) jointly requested bids for performance of the Work within each Municipalities' respective corporate boundaries; and

WHEREAS, the Municipalities received six bids for the Work and determined that Hoerr Construction, Inc, of Peoria, Illinois (***"Contractor"***) was the lowest responsive and responsible bidder for the Work; and

WHEREAS, although the Village was not initially included in the group of Municipalities that went out for bid, the Village contacted the Contractor regarding the Work, and the Contractor agreed to honor the prices proposed in the MPI bid; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that the Contractor is the lowest responsive and responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a one-year contract with Contractor for the performance of the Work within the Village's corporate boundaries (***"Contract"***) in an amount not to exceed $715,000 per year in 2026; 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 Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 3rd day of March 2026, 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

Sewer Lining Services

Full Name of Contractor Hoerr Construction, Inc. ("Contractor")
Principal Office Address 1416 County Road 200 N, Goodfield, IL, 61742
Local Office Address 1416 County Road 200 N, Goodfield, IL, 61742
Contact Person Mike Kaisner Telephone Number 309-691-6653

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

Contractor warrants and represents that Contractor 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 which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Contractor proposes and agrees that 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 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 ***Village Custodial Services***.

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 Contractor 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, Contractor 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 Contractor 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, Contractor proposes and agrees that Contractor 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 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 Proposal

If this Contract is accepted, Contractor proposes, and agrees, that 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, including performance bond procurement, the ***Village will not pay more than the unit 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 Contractor, 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 Contractor to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Contractor proposes and agrees that Contractor shall commence the Work within 10 days after Owner's acceptance of the Contract provided Contractor shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Contractor proposes and agrees that Contractor shall perform the Work diligently and continuously and shall commence the Work on or around June 1, 2026 and terminate on November 30, 2026. In the event this contract is renewed for additional years, the contract time shall be adjusted to reflect these same dates for each respective year.

4. Financial Assurance

A. Bonds. Contractor shall furnish such bonds as required in Attachment A,.

B. Insurance. If this Contract is accepted, Contractor proposes and agrees that Contractor 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 Contractor's duty to carry adequate insurance or on Contractor'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, Contractor proposes and agrees that Contractor 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 Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Contractor proposes and agrees that 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. 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 Contractor's contract proposal is opened.

6. Contractor's Representations and Warranties

To induce Owner to accept this Contract, Contractor 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. Contractor, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within ***one*** year after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor'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 Contractor to correct Work and shall 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, shall 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. 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. Contractor 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. 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 above.

7. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor 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 Contractors.

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in

exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; 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 Contractor, 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 Contractor 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 Contractor 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: February 24, 2026.

Contractor's Status: (X) Illinois Corporation ( ) _____ Partnership ( )
Individual Proprietor
(State) (State)

Contractor's Name:

Hoerr Construction, Inc.

Doing Business As (if different):

N/A

Signature of Contractor or Authorized Agent:

[redacted]

(corporate seal) Printed Name: Andrew Hoerr
(if corporation)

Title/Position: Vice President

Contractor's Business Address:

1416 County Road 200 N

Goodfield, IL 61742

Contractor's Business Telephone: 309-691-6653 Facsimile: 309-508-7990

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

NAME	TITLE	ADDRESS
Max P. Hoerr II	President	Congerville, IL
Andrew Hoerr	Vice President	Goodfield, IL
Kurt Plattner	Treasurer	Secor, IL

ATTACHMENT A: SPECFICATIONS

1. **Incorporation of All Existing Terms and Conditions:** This contract fully incorporates all terms, conditions and other miscellaneous requirements and provisions as outlined in original joint bid and contract attached as Attachment B except as otherwise modified in the Village's Contract and these Specifications.
2. **Pricing**: Unit pricing shall be as outlined in the pricing matrix attached as Attachment B. It is expressly understood that the Contractor's proposed unit pricing for all items and services in 2026 shall be as outlined in the Municipal Partnering Initiative's 2024 contract.
3. **Renewals**: As outlined in Attachment B, this agreement shall have two one-year extensions (for calendar years 2027 and 2028) to be exercised at the Village's sole discretion. If this contract is renewed, the pricing for each renewal shall be as outlined in the Municipal Partner Initiative's renewal clauses within Attachment B.

ATTACHMENT B

SANITARY AND STORM SEWER LINING SERVICES AGREEMENT

THIS SANITARY AND STORM SEWER LINING SERVICES AGREEMENT ("Agreement"), dated April 18, 2024 ("Effective Date"), is entered into by and between the Village of Glenview, an Illinois home rule municipality ("Village") and Hoerr Construction, Inc. an Illinois corporation ("Provider"). (For convenience, the Village and the Provider may be referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

WHEREAS, on or about February 15, 2024, the Village issued Request for Bids No. 240006 ("RFB), seeking a qualified provider to perform Sanitary and Storm Sewer Lining services ("Services");

WHEREAS, on or about March 1, 2024, Provider submitted its bid in response to the RFB ("Bid");

WHEREAS, the Village evaluated all bids submitted in response to the RFB and determined that the Bid was most advantageous to and would best serve the Village;

WHEREAS, at its regular meeting on April 18, 2024, the Village's Board of Trustees passed a Resolution authorizing the Village Manager to execute an agreement with Provider for the Services;

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement in order to memorialize the terms and conditions upon which the Provider will perform the Services for the Villages;

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Provider agree as follows:

SECTION 1. RECITALS

The recitals set forth above are true and correct and are hereby incorporated into this Agreement as if fully stated herein.

SECTION 2. CONTRACT DOCUMENTS

The documents which govern the Provider's Services (collectively, the "Contract Documents"), and which constitute the entire agreement between the Parties, are:

A. This Agreement and all exhibits thereto;
B. The RFB, attached hereto as Exhibit A and incorporated herein by reference; and
C. The Bid, attached hereto as Exhibit B and incorporated herein by reference;

The Provider shall comply with all provisions, requirements, and obligations set forth in the RFB and the Bid, whether or not specifically stated in this Agreement. The omission of specific reference to any provision(s) of the RFB and/or the Bid in this Agreement shall not excuse Provider's obligation to comply with such provision(s) or otherwise preclude the application of such provision(s).

In the event of a conflict between the text of this Agreement and any exhibit hereto, the text of this Agreement shall control. In the event of a conflict between the RFB and the Bid for which the Bid expressly excepts the terms of the RFB (the "Exceptions"), the Exceptions shall control unless otherwise expressly stated in this Agreement; in the event of any other conflict between the RFB and the Bid, the RFB shall control.

SECTION 3. SCOPE OF WORK

The Provider agrees to perform the Services in accordance with the Contract Documents. The Provider shall perform the Services diligently and to the best of its talents, skills, and expertise. The Provider shall abide by and observe all rules and regulations established by the Village and shall comply with any and all applicable federal, state, and local laws, statutes, ordinances, orders, codes, rules, and regulations, now or hereafter in effect, relating to the Services, and shall not permit any violations of the foregoing.

SECTION 4. TERM; TERMINATION

The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2024 (the "Initial Term"). This Agreement may be renewed for three (3) additional one year periods, subject to acceptable performance by the Consultant. At the end of any subsequent contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

Notwithstanding the foregoing, the Village may terminate the Agreement during the Initial Term or the Renewal Term upon ten (10) calendar day's written notice to the Contractor.

SECTION 5. COMPENSATION

For and in consideration of the Provider's performance of the Services, the Village agrees to compensate the Provider in accordance with the Contract Documents and at the rates for Services set forth in Exhibit B. The Village shall pay all invoices submitted by the Provider in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq*.

SECTION 6. PROVIDER REPRESENTATIONS

Provider hereby represents as follows:

A. It is duly authorized to do business under the laws of the State of Illinois, with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

B. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Provider to execute, deliver and perform this Agreement. The person(s) executing this Agreement on behalf of Provider is duly authorized to do so.

C. Except only for those representations, statements or promises expressly contained in the Contract Documents, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Village, its officials, agents, or employees has induced Provider to enter into this Agreement or has been relied upon by Provider.

D. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Provider which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement. As of the date of execution of this Agreement, Provider has not received notice, or has a reasonable basis for believing that Provider or any of its members, shareholders, partners, associates, officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge, or any civil action or claim predicated on alleged acts of antitrust violations; business fraud; discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation.

E. This Agreement constitutes a valid, legal and binding obligation of Provider, and to the extent permissible by law, is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

F. Provider shall provide prompt notice to the Village whenever, during the Initial Term and any Renewal Term, any of the representations contained herein ceases to be true or correct.

SECTION 7. INDEMNIFICATION

Provider shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may be alleged to have arisen out of, or in connection with, the Provider's performance of the Services. The obligations of the Provider under this Section 7 shall not be limited by any applicable insurance required of the Provider. Notwithstanding any other contrary provision contained herein, the Provider's obligations under this Section 7 shall survive the expiration or termination of this Agreement.

SECTION 8. INSURANCE

Provider shall comply in all respects with Section 1 of the RFB's Special Terms and Conditions.

SECTION 9. JURISDICTION; VENUE

This Agreement shall be construed under and governed by the laws of the State of Illinois, and the exclusive jurisdiction and venue for all claims and controversies arising hereunder shall be the Circuit Court of Cook County, Illinois.

SECTION 10. ASSIGNMENT

This Agreement is personal in character, and Provider shall not assign any duties or performance hereunder without the express prior written consent of the Village, which may be withheld in the Village's sole discretion.

SECTION 11. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by both Parties.

SECTION 12. NO IMPLIED WAIVERS

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself or of any other breach by such other Party, whether preceding or succeeding and whether or not of the same or similar nature.

SECTION 13. SEVERABILITY

If any part of this Agreement shall be determined by a court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 14. CONFIDENTIALITY

Provider understands that it may receive or gain access to information that is confidential or highly sensitive in nature and acknowledges that such information will be used only for the purpose of fulfilling its obligations under the Agreement. For purposes of this section, confidential information shall include, without limitation:

A. All information that concerns the business affairs of the Village including, without limitation, financial information, and all other data, records, and proprietary information involving the Village's business operations;

B. Any information developed or created by Provider in connection with the Services; and

C. Any other information reasonably identified by the Village as confidential; provided however that confidential information shall not include the following:

i. Information known by, or generally available to the public at large through no breach by Provider of this Agreement;
ii. Any information given to Provider by a third party without continuing restrictions on its use;
iii. Information disclosed by Provider with the Village's written approval; and
iv. Information required to be disclosed by applicable law.

SECTION 15. FREEDOM OF INFORMATION ACT

As a service provider to the Village, Provider may be subject to certain public records requests brought pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"). Provider agrees to cooperate with the Village as necessary to timely answer requests for records which Provider may have in its possession pursuant to FOIA.

SECTION 16. ENTIRETY AND BINDING EFFECT

This Agreement contains the entire agreement between the Parties concerning the matters set forth herein and supersedes all prior agreements between the Parties respecting such matters, if any. All previous communications and negotiations between the Parties, either written or oral, which are not contained herein are hereby withdrawn, nullified, and void. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to execute this Agreement, and that none have been relied on by either Party. The provisions of this Agreement shall be binding upon the Parties and inure to the benefit of and be enforceable by and against the Parties' respective successors and assigns.

SECTION 17. NOTICES

Any notices required to be given by either Party to the other under this Agreement shall be in writing, and all such notices shall be made either (a) by personal delivery; (b) by a recognized courier service, such as Federal Express or UPS, or (c) by United States certified mail, postage prepaid addressed to the Village or Provider, respectively, at the following addresses, or at such other place as the Village or Provider may from time to time designate in writing. Notice will be effective upon receipt if delivered personally, on the date signed for if delivered by courier service, or the earlier of actual receipt or three (3) days after deposit in the U.S. mail if by mailing.

If to the Village:
The Village of Glenview
2500 East Lake Ave.
Glenview, IL 60026
Attn: Manager's Office

With a copy to:
Julie A. Tappendorf
Ancel Glink
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603

If to the Provider:	With a copy to:
Hoerr Construction, Inc.	_____
Attn: _____	Attn: _____
1416 County Road 200 N	_____
Goodfield, IL 61742	_____

SECTION 18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto were on the same instrument.

SECTION 19. PREVAILING WAGE

If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01et 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 "prevailing rate of wage" (hourly cash wages plus fringe benefits) in the county where the work is performed.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this contract must comply with all requirement of the Act, including but not limited to, all wage, notice and record keeping duties.

SECTION 20. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/0.01 *et seq*., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village's Purchasing Division.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Sanitary and Storm Sewer Lining Services Agreement to be executed in their respective names on the dates hereinafter enumerated.

THE VILLAGE OF GLENVIEW

[redacted]

Matthew J. Formica
Village Manager

4.29.2024
Date

Hoerr Construction, Inc.

By: [redacted]
Its: President

4-22-24
Date

Exhibit A

REQUEST FOR BIDS

RFB # 240006

BID DOCUMENTS AND SPECIFICATIONS

SANITARY AND STORM SEWER LINING

FOR THE MUNICIPALITIES OF:

GLENVIEW, ROLLING MEADOWS, GOLF, PROSPECT HEIGHTS, & GLENCOE

The Village of Glenview

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that the Village will receive bids electronically via DemandStar until 2:00 p.m. local time on February 15, 2024. The bid opening will be held virtually via Teams. Please use the following information to join the bid opening via Teams on March 1, 2024 at 2:00 p.m. local time:

Website/URL:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjMTczNzUtNzIzZC00ODU4LThhYWYtMTZmZTRhMTg3MzJi%40thread.v2/0?context=%7b%22Tid%22%3a%2214d38c91-cb78-4c0d-96af-af7f0e97e4bb%22%2c%22Oid%22%3a%22afbdc3b4-0822-44c4-95fd-03fa03b7a9e5%22%7d

Telephone: +1 872-240-8966; Meeting ID: 277 017 859 042; Passcode: FTprAW

RFB NO: 240006
RFB ON: SANITARY AND STORM SEWER LINING

Scope of work includes approximately 25,588 linear feet of sanitary and storm sewer lining in various sizes of cured-in-place pipe lining (CIPP).

Plans, specifications, and bid forms may be obtained through DemandStar, the Village's purchasing website (https://www.glenview.il.us/government/Pages/Purchasing.aspx), or by calling (847) 904-4336. Plans, specifications, and bid forms will be provided electronically.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid. **A scanned copy of the bid bond must be included in the pdf file submission. The original bid bond must be mailed to the Village Hall, 2500 East Lake Avenue, Glenview, IL 60025 attention Purchasing Manager. The Village recommends using certified or priority mail options in order to have a tracking number.**

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsigned, **via mail, via in person delivery**, via fax, via email or received subsequent to the aforementioned date and time, **may be disqualified and returned to the bidder**.

The Village of Glenview reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: 2/15/2024
Zhanna Badasyan
Assistant to the Village Manager

SUBMISSION INFORMATION

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

INVITATION: #240006
BID OPENING DATE: March 1, 2024
TIME: 2:00 P.M. Local Time
LOCATION: Teams

COPIES: One (1) original electronic PDF

REQUEST FOR BID INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code:_____

BID PRICING TABLE

BASE BID:

Quantities are inclusive of all municipalities.

Item no.	Items	Unit	Glenview	Rolling Meadows	Glencoe	Golf	Prospect Heights	Quantity Total	$ Total for LF	Total Amount
1	8" CIPP	LF	3517	2422	612		100	6651	$	$
2	8" CIPP (easement)	LF	359		618	855	919	2751	$	$
3	10" CIPP	LF		500	366			866	$	$
4	10" CIPP (easement)	LF							$	$
5	12" CIPP	LF	2702	570.8				3272.8	$	$
6	12" CIPP (easement)	LF	684				1081	1765	$	$
7	15" CIPP	LF	503	229				732	$	$
8	15" CIPP (easement)	LF							$	$
9	18" CIPP	LF	500	409				909	$	$
10	18" CIPP (easement)	LF							$	$
11	21" CIPP	LF		495				495	$	$
12	21" CIPP (easement)	LF							$	$
13	22" CIPP	LF							$	$
14	24" CIPP	LF							$	$
15	24" CIPP (easement)	LF							$	$
16	27" CIPP	LF							$	$
17	27" CIPP (easement)	LF							$	$
18	30" CIPP	LF	233					233	$	$
19	33" CIPP	LF							$	$
20	36" CIPP	LF	182					182	$	$
21	Service Laterals	Each		29				29	$	$
22	Protruding Taps	Each			7			7	$	$
23	Heavy Cleaning	LF	2000	4625.8	250	855		7730.8	$	$
24	Reinstatement of Service-Sanitary Sewer	Each	122	73	18		22	235	$	$
25	8" End Seals	Each	30	12	10	10	12	74	$	$
26	10" End Seals	Each		8	2			10	$	$
27	12" End Seals	Each	28	6			4	38	$	$
28	15" End Seals	Each	4	2				6	$	$
29	18" End Seals	Each	6	2				8	$	$
30	20" End Seals	Each							$	$
31	21" End Seals	Each		2				2	$	$
32	24" End Seals	Each							$	$
33	27" End Seals	Each							$	$
34	30" End Seals	Each	2					2	$	$
35	33" End Seals	Each							$	$
36	36" End Seals	Each	2					2	$	$
37	20" x 30" End Seals	Each							$	$
							Grand Totals	26000.6		

OPTIONAL BID – T-LINERS:

Item no.	Items	Unit	Glenview	Rolling Meadows	Glencoe	Golf	Prospect Heights	Quantity Total	$ Total for LF	Total Amount
1	Lateral Cleaning, Televising, and CIPP Liner Installation, 8"x 6", 5-Foot	Each		23				23	$	$
2	Lateral Cleaning, Televising, and CIPP Liner Installation, 12"x 6", 5-Foot	Each		6				6	$	$
3	Additional CIPP Lateral Liner, 6"	LF		1307				1307	$	$
							Optional Bid Total	**1,336**	**$**	**$**

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids electronically through DemandStar ONLY. **Any bid not submitted electronically via DemandStar may be rejected as non-responsive.**

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____ % _____ DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:_____ **Company Name:**_____

Typed/Printed Name:_____ **Date:** _____

Title: _____ **Telephone Number:**_____

E-mail _____ **Fax Number:** _____

1. **GENERAL AND BACKGROUND INFORMATION – VILLAGE OF GLENVIEW**

The Village of Glenview, hereafter referred to as the "Village", was incorporated in 1899, and today serves an area of 14 square miles with a population of 46,740. The Village is a home-rule municipality under the 1970 Illinois Constitution, operating under the Council-Manager form of government. The Village's Board consists of a Village President and six Trustees. The Village's fiscal year begins on January 1 and ends on December 31.

2. **INTENT**

The Village of Golf ("Golf"), the Village of Glenview ("Glenview"), the City of Rolling Meadows ("Rolling Meadows"), the City of Prospect Heights ("Prospect Heights"), the Village of Glencoe ("Glencoe"), (collectively, "Municipality" or "Municipalities") intend to jointly bid sanitary and storm sewer lining and award to a primary contractor ("Contractor")

This project includes quantities for 25,588 linear feet of sanitary and storm sewer lining in various sizes of cured-in-place pipe lining (CIPP), rehabilitation and restoration of structural integrity of the existing sanitary pipes by the Inversion and Curing of a Resin-Impregnated Tube process and all related and ancillary work. The work contained on this project is located within easements or right-of-ways of the Municipalities listed on the Summary of Quantities.

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Municipalities. Each Municipality's manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

3. **BID PRICE**

The Contractor shall provide pricing per the specifications identified herein.

Bidders are required to submit pricing for all base bid items. Bidders must provide pricing for all Municipalities. Failure to provide pricing for all Municipalities could result in disqualification and no further consideration for an award.

All pricing is not-to-exceed pricing and includes all labor, transportation costs and equipment necessary to perform the Services. No allowances shall be made for transportation or mobilization costs and routine/standard equipment.

4. **AWARD**

Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Municipalities reserve the right to award in part or in whole, not to award any portion of the bid, and to award to multiple contractors (see General Terms and Conditions, Section 1. Intent in whatever manner the Municipalities deem to be in their best interest.

No work shall be awarded to a bidder that is in arrears or is in default to any Municipality for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to a Municipality, or that has failed to perform satisfactorily any previous contract with, or work for, a Municipality.

5. **TERM**

The initial term of the contract shall be for one (1) year from the date of award (the "Initial Term") with three optional one-year extensions. At the end of any subsequent contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

7. **ESCALATION**

Written requests for price revisions after the initial term shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The final increase is up to the Municipalities' discretion. Written requests for price revisions after the initial period shall be submitted at least sixty (60) days in advance of the annual contract period.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each Municipality; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

The Municipalities reserve the right to reject any request for a subsequent term price increase and terminate the Agreement.

8. SCOPE OF WORK

See pages 17 to 43 of the RFB document.

9. INVOICES AND PAYMENTS

Payment shall be made in accordance with the Local Government Prompt Payment Act. The Contractor shall submit invoices detailing the services provided to:

Village of Glenview
Adriana Webb
2500 East Lake Ave.
Glenview, IL 60026

City of Prospect Heights
Wadee Rafati
625 Forest Edge Dr.
Vernon Hills, IL 60031

Village of Golf
Brian Wesolowski
625 Forest Edge Dr.
Vernon Hills, Illinois 60061

City of Rolling Meadows
Mark Kilarski
3900 Berdnick St.
Rolling Meadows, IL 60008

Village of Glencoe
James Tigue
675 Village Court
Glencoe, IL 60022

10. CALENDAR OF EVENTS (*TENTATIVE AND SUBJECT TO CHANGE*)

DATE	*ACTIVITY*
February 15, 2024	Bid sent to potential bidders and advertised on the Village's website and DemandStar.
February 23, 2024	Last day to submit questions and requests for clarification.
February 26, 2024	Addendum issued if necessary
March 1, 2024	***Deadline for Bid Submission.*** **Bids received after the date and time identified will be returned unopened** **One (1) electronic PDF of the completed/signed bid by September 8, 2023 before 2:00 P.M. CST, to DemandStar.** **Please see the attached instructions on How to Register in DemandStar, How to Respond to an Electronic Bid in DemandStar, and How to Search for Bids in DemandStar.**
TBD	Recommendation to the Village Board of Trustees
TBD	Implementation Date

11. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required **no later than 5:00 P.M. on February 23, 2024.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

GENERAL TERMS AND CONDITIONS

1. **SUBMISSION OF BID**

All bids must be submitted electronically through DemandStar.com by the specified opening date and time of the bid. Bids submitted after the specified date and time will not be accepted. Mailed and in person delivery of bids will not be accepted by the Village. Any bid not submitted electronically via DemandStar.com may be rejected as non-responsive.

It is the sole responsibility of the Bidder to submit the **pdf copy** of the bid on DemandStar.com. Instructions for submitting bids are attached to this document and may be found at https://www.glenview.il.us/government/Pages/Purchasing.aspx.

The Village is utilizing DemandStar.com to take the place of the paper bid that would normally be sent to the Village Hall. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s) as if they were submitting a paper bid. A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com. The original bid bond must be mailed to the Village Hall, 2500 East Lake Avenue, Glenview, IL 60025 attention Purchasing Manager on or before the bid due date. The Village recommends using certified or priority mail options in order to have a tracking number.

2. **DEFINITIONS**

A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.

B. **Option or Alternate Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.

C. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

D. **Option Price** is a base bid price that may be accepted in lieu of the base bid.

3. **RESPONSIVE BID**

A. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

B. Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

4. **UNBALANCED BIDDING**

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Village further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Village reserves the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

5. **WITHDRAWAL OF BID**

Bids may be withdrawn at any time prior to the advertised bid opening through DemandStar.com or by submitting a

request in writing to the Purchasing Manager at purchasing@glenview.il.us. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village's board of trustees have accepted said bid.

6. **DOCUMENTS OBTAINED FROM OTHER SOURCES**

The Village of Glenview and DemandStar are the only official sources for bid packages and supporting materials. To ensure receipt of addenda and any other notices concerning this project, bidders must either email purchasing@glenview.il.us confirming receipt of the bid documents (i.e. request to be added to the plan-holders list) or download a copy of the bid documents directly from DemandStar. The Village cannot ensure that bidders who do not email purchasing@glenview.il.us or have not downloaded the bid documents from DemandStar will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as nonresponsive and/or the bidder disqualified. **In such cases, the Village will NOT rebid the project absent extraordinary circumstances.**

7. **CONTACT WITH VILLAGE PERSONNEL**

All bidders are prohibited from making any contact with the Village President, Village Trustees, or any other official or employee of the Village (collectively, "Village Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to disqualify any bidder found to have contacted Village Personnel in any manner with regard to the Project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

8. **DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)**

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village requires all Bidders, including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Bidder and the Village, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the Village official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village to take appropriate measures to ensure the fairness of the bidding process.

The Village requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if the Village discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

9. **RESPONSIVENESS OF BIDS**

Bids shall be evaluated as follows (not listed in order of priority) to determine responsiveness:

- Bid pricing
- Compliance with specifications
- Submittal of required documentation

10. **JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality

and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by the other Village. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Village during the extended term of this Agreement.

Bidder and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Village with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective Municipality
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each Municipality for work performed

11. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Village's Board of Trustees.

12. PREVAILING WAGE

All contracts, for work herein are subject to the provisions of Labor Standards Provisions Applicable to Contracts Covering as required under the Illinois Revised Statues. (1987, Chapter 48, Paragraph 39S-1 et seq.); providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed General Wage Decision prior to the date of the contract shall be in force for the duration of the contact.

13. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515)

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

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

14. CHANGE ORDERS

The Village believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications**. All Change Orders and alternative suggestions must be approved by the Village prior to execution.

A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

C. Detailed written Requests for Change Orders must be submitted to the Purchasing Agent. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing Agent.

D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

E. A written Change Order must be issued by the Purchasing Agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

15. RESPONSIBILITY OF BIDDER

Bidders shall be evaluated as follows (not listed in order of priority) to determine responsibility:

- References (Complete the Reference Sheet included herein)
- Firm/Staff Experience

Identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein. Failure to provide references as identified may result in the bidder being considered not responsible with no further consideration for award.

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

16. ADDITIONS/DELETIONS

The quantities indicated are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Village.

17. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to used.

18. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Villages, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor.

19. CHANGE IN STATUS

The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

20. TERMINATION

The Village reserves the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is

terminated due to Contractor's default, the Village shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

21. TERMINATION FOR DEFAULT

The Village reserves the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Village, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

22. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Village reserves the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

23. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village is required.

Failure to identify subcontractors could result in disqualification.

24. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village's Procurement Policy at https://glenview.il.us/government/Pages/Purchasing.aspx. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Village's Purchasing Division within three (3) business days of award. This notice must be include a protest bond and should include the title of the requirement, the request for bid number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her duly authorized representative within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

25. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Village and Contractor, the Village's Project Specifications, the Village's General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

26. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

27. PROPERTY OF THE VILLAGE

All documents, findings and work products shall become the property of the Village upon payment for services rendered.

28. ON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

29. RESERVATION OF RIGHTS

The Village reserves the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the bids.

30. NON APPROPRIATIONS

The Village reserves the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees of the Village.

31. COMPETENCY OF BIDDER

If requested in writing by the Village, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

32. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Village.

33. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Village. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in the Village's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

INTERGOVERNMENTAL AGENCIES

Copies of permits, if required for all agencies shall be submitted to the Engineer by the Contractor. The Contractor will not be compensated separately for any expenses regarding these permits and all associated costs shall be considered as included in the contract unit prices bid for the various items involved

34. NOTIFICATIONS

The Contractor shall be responsible for delivery of verbal information and/or written notification letters (supplied by the Village) to all residents affected by the construction work at least 24 -48 hours, but not more than 72 hours, prior to commencement of the identified work. With the intent of providing access to the project sites at all times, the Contractor shall immediately respond to the Engineer's directives regarding driveway access and any other issues which may occur unexpectedly. The Contractor shall be responsible for posting suitable advance notice of scheduled reconstruction streets at least 24 hours, but not more than 48 hours, prior to commencement of the work. "No Parking - Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with notifications shall be considered as included in the contract unit prices bid for the various items involved.

35. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs

in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. The Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

35. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by Facilities Manager or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Director of Public Works or his/her designee to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Director of Public Works or his/her designee if such is the case.

36. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

37. AUDIT/ACCESS TO RECORDS

A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of $25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of $25,000.

C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

F. The right of access conferred by this clause will generally be exercised (with respect to financial records)

under:

i. negotiated prime contractors;
ii. negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

38. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

39. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

40. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains**. The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Village will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

41. FIELD MODIFICATIONS

A field modification is written by the Village to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

42. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Village and the issuance of a Notice to Proceed and purchase order.

43. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Village before the final voucher on the contract is issued.

44. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Village to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com. The original bid bond must be mailed to the Village Hall, 2500 East Lake Avenue, Glenview, IL 60025 attention Purchasing Manager on or before the bid due date. The Village recommends using certified or priority mail options in order to have a tracking number.

45. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

6.1 A performance bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Village as security for the faithful performance of the Village's contract; and

6.2 A payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Village.

6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

SCOPE OF WORK

General

Wherever the word "Owner" appears in this document, it shall be interpreted to mean each municipality representative.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each municipality for performance of prescribed work.

Scope of Project

This project includes quantities for 25,588 linear feet of sanitary and storm sewer lining in various sizes of cured-in-place pipe lining (CIPP), rehabilitation and restoration of structural integrity of the existing sanitary pipes by the Inversion and Curing of a Resin- Impregnated Tube process and all related and ancillary work. The work contained on this project is located within easements or right-of-ways of the Municipalities listed on the

Summary of Quantities

Each municipality has the right to delete from or add to the contract quantities at the contract unit costs for construction.

While the Village of Glenview shall serve as the central point of contact to facilitate the bidding process described in this Contract, each municipality further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Work included is shown on drawings which has been supplied by each municipality. The lining work shown on the drawings is not conclusive and is subject to change. The drawings can be found in "Appendix B".

Maintenance Bond

The Contractor is required to furnish a maintenance bond approved by the municipality in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions for a period of three year from date of written final acceptance and final payment. If within the guarantee one (3) year period, any defects or signs of deterioration are noted which, in the opinion of the municipality, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

Contract Completion Date and Interim Completion Dates

The Contractor shall execute the contract within ten working days after contract award by each individual municipality. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall complete all work under this Contract on or before, but no later than, 180 calendar days after the date of execution of the Contract by each municipality.

The contract completion date for the Village of Glenview is November 15, 2024.

Design for Minimum CIPP Liner Thickness

Product, Manufacturer/ Installer Qualification Requirements:

Since sewer products are intended to have a 50-year design life, and in order to minimize the Municipality's risk, only proven products with substantial successful long- term track records will be approved. All trenchless rehabilitation products and installers must be pre- approved prior to the formal opening of proposals.

Products and Installers seeking approval must meet all of the following criteria to be deemed commercially acceptable:

A. For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the "Owner" to assure commercial viability.
B. For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the bid documents, and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Contractor must have successfully installed at least 200,000 feet of the product bid in wastewater collection systems.
C. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third-party testing verification.
D. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.
E. Using steam to cure liners larger than 18-inch diameter will require prior approval by the Village/City. References must be provided to demonstrate the contractor's ability to successfully install the liners using this method.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to proposal due date to allow time for adequate consideration. The Engineer will advise of acceptance or rejection a minimum of three days prior to the due date. All required submittals must be satisfactory to the Municipalities.

Materials

A. Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. Additional requirements for the Tube include:

1. The wet- o u t Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
2. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
3. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
4. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
5. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
6. Seams in the Tube shall be stronger than the non-seamed felt material.
7. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.

B. Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

Structural Requirements

A. The CIPP shall be designed as per ASTM F1216. The CIPP design shall assume no bonding to the original pipe wall. The liner should be designed using 5% ovality and groundwater level at the surface.

B. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Owner.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

The following are the minimum nominal required CIPP (resin liner) thicknesses:

A. Existing sanitary and storm sewer pipe diameter six (6), eight (8), nine (9), ten (10) and (12) inch pipe- minimum nominal liner thickness six (6.0) millimeter.

B. Existing sanitary and storm sewer pipe diameter fifteen (15) inch to eighteen (18) inch pipe- minimum nominal liner thickness seven and one half (7.5) millimeter.

C. Existing sanitary sewer pipe diameter twenty four (24) inch - minimum nominal liner thickness ten and one half (10.5) millimeter.

The Contractor shall calculate and verify the above referenced liner thickness requirements based on the fully deteriorated host pipe condition with a safety factor of two (2) as indicated in ASTM F 1216 design considerations. The existing pipe *shall not* be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% to account for long term effects and used in the design equation EL. Actual values of pipe ovality and depth shall be used whenever possible. If ovality cannot be obtained, the minimum ovality of the host pipe shall be 5 percent. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specifications and installation requirements.

Only if the calculated liner thickness exceeds the above referenced requirements the Contractor shall notify the municipality Owner and a determination shall be made as to which liner thickness shall control.

Testing Requirements

A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

C. CIPP Field Samples - When requested by the respective Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified herein have been achieved in previous field applications. Samples for this project shall be made and tested as follows:

CIPP samples shall be prepared for each installation designated by the Owner or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM, using either sampling method proposed. The flexural properties must meet or exceed the values listed in Table 1 of ASTM F1216 or the values submitted to the Owner by the Contractor for this project's CIPP wall design, whichever is greater.

End Seals

End Seals will be LMK's Insignia™ Hydrophilic End Seal Sleeve. Installation will be in accordance with manufacturer methods.

Required Submittals

Submit to the respective Owner, for approval, product data and catalogue cuts for all materials used in the installation of the CIPP, prior to ordering of material. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:
    a. Contractor
    b. Supplier
    c. Manufacturer
5. Identification of product, with identification numbers, and drawing and specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on drawings and in specifications.
8. Show manufacturer and model number, give dimensions, and provide clearances.
9. Relation to adjacent or critical features of work or materials.
10. Applicable standards, such as ASTM or Federal Specification numbers.
11. Identification of deviations from Contract Documents.
12. Identification of revisions on resubmittals.
13. Eight-inch by 3-inch blank space for Contractor and Owner stamps.
14. Contractor's stamp, signed, certifying to review of submittal, verification or products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

All of the above noted submittal process is incidental to work performed.

Sequence of Operations

The contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with municipality Officials, Fire, Police Departments and other Contractors in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconvenience to the public.

The proposed work sequence for the Contractor follows:

1. The proposed sewer main pipe locations and conditions have been determined from the available records. It is the Contractor's responsibility to review the available records, obtain additional new video records for evaluation of existing sewer system condition, field verify locations, elevations and diameters of all to be lined sewer pipes prior to ordering the appropriate materials.
2. Clean existing manholes and sewer lines to condition necessary for proper installation of lining material, including root cutting, removal of debris and other protruding obstructions.
3. Rehabilitate existing sewer systems.
4. Reinstate and reconnect active sewer service connections.

If the Contractor proposes a different work schedule than outlined above, the Owner's written approval of the modified schedule must be obtained in advance.

Material Storage and Removal

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with this work. Paved portions of the street may be used for material storage and the exact material storage location shall be approved by the Owner.

Any remnants of construction materials, debris and litter generated by the Contractor shall be collected and removed off the jobsite periodically (every week) or the same day if requested by the Owner. Any required pavement repair and parkway restoration (sodding), due to the damage caused by on-site material storage, shall be borne by the Contractor and be considered incidental to the contract.

Quality Assurance

Codes and Standards references:

1. Illinois Department of Transportation
   a. Standard Specifications for Road and Bridge Construction (Current Edition) (IDOTSPECS.)
   b. Illinois Department of Transportation. Bureau of Design. Highway Standards (ILHWSTDS.)
   c. Illinois Department of Transportation. Bureau of Local Roads.
   d. BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Rural Local Highways.
   e. BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Rural Local Highways.
2. Standard Specifications for Water & Sewer Main Construction in Illinois, latest edition (SS W&S).
3. Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements if applicable to Municipality.
4. ASTM Standard F 1216 "Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube" latest edition.
5. Local municipal improvement codes.

Work Quality Inspection

As part of post lining testing, the Contractor may be requested by the respective Owner to open manholes for field inspection and/or "punch list" generation at no additional cost to the municipality when project is complete.

Existing Sewer System condition evaluation-Prior to lining work

The existing sewer main pipe condition and sewer service pipe locations have been determined from the available records. Each municipality will provide manhole to manhole lengths, pipe sizes and location maps. However, it is the Contractor's responsibility to re- inspect the condition and verify the size of the existing sewer system. The interior of the sewer pipe and service connections shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as defective (protruding) service connections collapsed or crushed pipe and reductions in ovality of more than ten (10%) percent. These conditions shall be recorded and brought to the attention of each municipality so that they may be corrected prior to lining. The Owner reserves the right to review pre-lining recordings prior to lining.

All video and written documentation is to be provided in PACP format. All pre-lining inspections must be submitted to the Village/City for review and approval prior to liner installation. All video and written documentation is to be submitted on three (3) identically prepared LaCie brand Rugged portable USB 2.0/3.0 hard drives with a minimum capacity of 2.0 Tb each. The costs of the hard drives are incidental to the contract.

There are specific naming and file conventions that may be used from Municipality to Municipality. The details of the specific conventions will be discussed at the pre- construction meeting.

The Contractor shall use experienced personnel trained in the use of closed circuit television in existing sewer systems, which shall furnish the necessary labor, tools, equipment and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. Televising inspections shall conform to NASSCO standards.
2. The sewer inspections shall be recorded digitally directly on the portable USB hard drive referred to on page 21. A complete recording shall be made of each line televised. A voice recording shall be done on the hard drive.
3. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
4. Quadrant location of all leaks and cracks.
5. Size (diameter) of sewer line televised.
6. Location of building service connections
7. The footage and manhole numbers shall appear on the screen at all times.
8. Television Inspection logs shall be reported in the sequence as they appear on the hard drive.
9. The sewer televising camera shall have the capability of a rotating lens. While televising the sewer pipe, the Contractor will rotate the camera so as to look in the service and determine if the service is capped or active (in service). This shall also be reflected in the reports. (i.e. capped or live)
10. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
11. Deep sags are to be dewatered so that proper television inspection can be performed.
12. Any point repairs necessary prior to lining shall either be handled by the municipality directly or shall be considered a change order.

Any deviation from the location and/or quantity indicated in bid documents shall be noted and brought to the attention of the Owner, so that the bid quantities may be adjusted prior to commencing with any sewer repair/lining work.

Sewer Pipe Cleaning

The existing sewer pipes shall be cleaned with hydraulically powered equipment, high velocity jet cleaners or mechanically powered equipment. All internal debris, tree roots and other obstructions shall be removed from the existing (to be lined) sewer pipe. The

Contractor shall intercept all debris from the pipe cleaning process at a point within the work zone so that no debris is allowed to travel downstream through the sewer system. Debris captured and removed from the sewer system shall be transported and disposed of in a lawful manner.

Cleaning, including capture, removal, disposal of debris shall be included in the base (sewer lining) unit price, and shall be performed by the Contractor at no additional cost to each municipality.

Heavy Cleaning

When regular cleaning measures are not adequate enough to prepare the sewer lines for the sewer liner, then heavy cleaning shall be charged. All of the specifications of SEWER PIPE CLEANING shall still apply in addition to the following: Heavy cleaning is defined as large roots, tuberculation removal, or sand/gravel that exceeds 1/4 pipe diameter depth. The contractor is required to inform the municipality before heavy cleaning any line in writing and not begin the work until the municipality has authorized the work. No heavy cleaning shall be paid for if the municipality is not properly informed before. Heavy cleaning shall be paid by LINEAR FEET

Sewer Flow Bypassing

Sewer flows will occur during the sewer pipe repair/lining work. It shall be the responsibility of the Contractor to plan and execute, where necessary, sewer bypass pumping operations sufficient to avoid causing sewer back-ups for each municipality residential and commercial customers and to avoid illegal discharge onto land or into waterways.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged, i.e., leaking. The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hoses need to cross the roadway, the contractor will need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The pump and bypass lines shall be of adequate capacity and size to handle the sewer flow. The Contractor shall be responsible for proper scheduling of all work, taking into consideration the possibility of rapid increases in flow resulting from rainfall and other natural events, and shall be fully prepared for all adverse conditions that may arise.

Each municipality approval is required for any bypass pumping operation that goes beyond normal working hours. The contractor is responsible for maintaining the pump, and all appurtenances including lines at all times during a bypass operation.

The cost associated with sewer bypassing shall be considered incidental to the cost of the contract. The Contractor shall bear all costs arising from failure to anticipate bypass pumping needs, including, but not limited to the emergency stoppage of work, remobilization, removal and replacement of damaged work, emergency response by municipality personnel and compensation for damage to public and private property.

Corrective work

Any lining installation that fails to meet performance standards as identified herein, or contains other significant defects shall be subjective to corrective action.

Each municipality shall notify Contractor in writing of any work that is rejected, and shall specify the reasons for rejection. Within 10 days of receiving notice of rejected work, the Contractor shall submit a written proposal to the municipality detailing the proposed corrective action for each item of rejected work. The Contractor shall not proceed with corrective action until the respective Owner has approved the proposed corrective action. All corrective work must meet the standards and specifications set forth in this contract.

If determined that the existing sewer service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining T-Liner process or the municipality respective Owner approved equal for service restoration.

If it appears that there is no acceptable alternative for sewer repair, the municipality may require the Contractor to remove all or a portion of the defective lining and install new lining in place. All expenses for any corrective work/defective sewer repair/relining work and material shall be borne by the Contractor.

Prosecution and Progress

The Contractor shall complete all work as per the individual specific contracts or under this Contract within 180 calendar days of signed contract. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

Contractor's Use of Premises

At all times Contractor is working on property within Owner's boundaries, Contractor shall be responsible for:

1. Coordinating use of premises under direction of respective Owner.
2. Assuming full responsibility for protection and safekeeping of products under this Contract such that if any products are lost, damaged, or stolen it shall be Contractor's sole responsibility to replace the products.
3. Obtaining and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conducting operations to ensure least inconvenience to general public, including but not limited to minimizing any traffic obstructions, noise, and offensive odors.
5. Complying with any requirements in Appendix A for each municipality's additional input on local parking plan.

Pre-construction Meeting

A pre-construction meeting with the Contractor will be held with each municipality to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency Contact.

Weekly Meetings

Regular weekly meetings between the Contractor Project Manager and the respective Owner are required. The proposed Contractor's working schedule for the next two (2) weeks shall submitted to the respective Owner during each meeting. If any modifications to the proposed schedule are requested by the respective Owner, the Contractor shall adjust his proposed schedule accordingly.

Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the respective Owner. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the respective Owner. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the

Owner deems it is necessary. The Contractor shall contact the respective Owner at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

Safety

The Contractor shall comply with State, Local, Metropolitan Water Reclamation District ("MWRD") and Federal Safety and Health regulations applicable to the work being performed including Occupational Safety and Health Administration ("OSHA") approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

Water Usage

See Appendix A for each municipality's additional input on local water usage plan.

Pay Estimates

Each municipality will provide a spreadsheet that will list the segments and sewer pipe lengths to be lined. The contractor shall submit any changes at time of submittal of pay estimates, and two week schedules. The spreadsheet shall include at a minimum, the following items: street name (from - to); segment (from manhole to manhole); actual length; size of pipe; unit cost; service connections reinstated; protruding taps and End Seals. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and electronic payout form (provided by each municipality). Pay estimates shall be submitted by the Contractor once a month.

Payout Procedures

Each municipality payout procedure schedule will be submitted to the contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each municipality project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by municipality staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each municipality, the municipality will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the municipality inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per municipality inspection requirements.

Applications for payment must be submitted on a municipality approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Owner. Contractors shall not call each municipality Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed and no allowances will be made to hold checks for pickup.

Payment for Extra Work

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the IDOTSPECS.

Extra work shall not be started until written authorization from the respective Owner is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, than the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Owner.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

MWRD

The MWRD Permit section field office (708/222-4055) must be notified at least two days prior to commencement of work.

When access to MWRD manhole is required the MWRD manhole opening shall be coordinated with Mr. Roscoe Hardeman (321-497-9472) of MWRD.

Public Advisory

A minimum of two weeks prior to commencing with sewer repair/lining work the Contractor shall coordinate with each municipality to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Notices shall be given within 24 hours of interruption. Written notices must be approved by each municipality prior to publication and must contain specific information as to when the sewer service disruption will begin and end. Notices must be given the proposed day of work if work is cancelled for any reason, as well as the proposed reschedule of shut-down.

No customer shall be deprived of sanitary sewer service for more than twelve consecutive hours unless approved by the Owner.

The Contractor shall assume responsibility for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the municipality.

"No Parking - Police Order" signs are available upon request at the office of the Owner. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. Permission to work the day before the holiday must be granted two (2) weeks in advance of work. However, emergency work may be done with permission from Owner. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

Protection of Environment

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off- site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual E P A - R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations in such a manner as to cause the least possible disruption or annoyance to residents in the vicinity of work performed, and to comply with all applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines.
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

Clarification

All here-in referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Coordination with other Contractors, Work Scheduling and Phasing, Sewer Flow bypassing, Dirt and Dust Control, Safety, Pre-lining and Post lining sewer evaluation, 3 USB hard drives, Corrective work, etc. are considered incidental to the contract and shall be included in the sewer lining work unit price.

SPECIAL PROVISION FOR CURED-IN-PLACE PIPE

It is the Contractor's responsibility to inspect the condition of the existing sewer system after all sewer repair/lining work is complete.

The Contractor shall use an experienced personnel trained in the use of closed circuit television in existing/repaired sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. Televising inspections shall conform to NASSCO standards and all video and written documentation is to be provided in PACP format.
2. The sewer inspections shall be recorded digitally on the portable USB hard drive referred to on page 26. Recording playback shall be at the same speed that it was recorded. A complete recording shall be made of each line televised. A voice recording shall be done on the USB hard drive.
3. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)

4. Post lining television inspection shall include rotating the lens to inspect all reinstated sewer services. Inspection of service opening shall be of the liner cutting to determine if opening is sufficient. If determined that the existing service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining T-Liner process or municipality Owner approved equal for restoration.
5. Location of building service connections.
6. The footage and manhole numbers shall appear on the screen at all times.
7. Television Inspection logs shall be reported in the sequence as they appear on the USB hard drives.
8. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
9. Deep sags are to be dewatered so that proper television inspection can be performed.

Other incidental and measure of payment requirements to the cured-in-place pipe lining include:

1. Mobilization and site preparation.
2. Existing sewer system televising and cleaning before lining process
3. Televising of sanitary and storm sewer to determine installed conditions.
4. Placement of lining material within sanitary and/or storm sewer.
5. All manhole connections shall be water tight.
6. Removal and replacement of manhole frames, adjusting rings, and corbels are incidental to the liner unit price. No additional compensation will be made for this work, including restoration to pre-construction conditions.
7. Flow control, including bypass pumping, if required.
8. Reinstatement and reconnection of active sewer service connections.
9. CCTV Examination: Televise interior of pipe after completion of work and provide the portable USB hard drive referred to on page 26 to Owner. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
10. Sewer testing and internal inspections of installation.
11. Pavement damage and restoration. 12.Parkway damage and restoration. 13.Cleanup.
14. Other appurtenant and incidental work.
15. Full time traffic control surveillance by contractor.
16. Each USB hard drive will be permanently labeled with the following information:
    a. Job Work Order no.
    b. Contractor name
    c. CD no.
    d. Date televised
    e. Date submitted
    f. Street/easement (location)
    g. Upstream MH
    h. Municipality name
17. Data shall be configured according to the definitions and database structures included in this specifications. Video must be able to be viewed using Windows Media Player 9 Series and have the ability to use all features of the video player including fast forward.
18. Measure sewer in linear feet (LF) on straight horizontal lines along centerline of sewer. Do not include distance through manholes in measurement.

The prior to lining sewer condition evaluation information and the post lining sewer condition evaluation information shall be recorded on the same USB hard drive. Cost of supplying the portable USB hard drive referred to on page 26. Copies and reports to each municipality shall be included in the sewer lining work unit price.

Basis of Payment - Cured-In-Place Pipe

Payment shall be made for the contract unit price per lineal foot for CURED IN PLACE PIPE-SANITARY SEWER LINING, of the diameter specified, which price shall be in full for labor, material, testing and equipment required for complete and operational existing sewer main rehabilitation.

SPECIAL PROVISION FOR REINSTATEMENT OF SERVICE LATERALS STORM OR SANITARY SEWER

The reinstatement of service laterals shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation.
4. Re-open branch connections without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV.
5. Branch (service) connections shall be re-established at a minimum of 95% of the flow capacity and shall be wire brushed smooth, without damaging PVC services, to full diameter ofopenings.
6. If it is determined that the existing service is damaged by cutting of the liner, the Owner will allow the use of Performance Pipelining T-Liner process, or approved equal method, for service restoration. No additional compensation will be provided for the required service repair work.
7. No additional payments will be made for excavations for the purpose of reopening connections and the Contractor shall be responsible for all costs and liability associated with such excavation and restoration work.
8. Cleanup
9. Collect all reinstatement coupons at the next downstream manhole. All excess lining material is to be removed from the sewer system.
10. Other appurtenant and incidental work. 11.General requirements of sections listed.
12. Traffic control and protection.
13. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated.

Basis of Payment - Reinstatement of Service Laterals

Include cost of work listed herein in unit price each for REINSTATEMENT OF SERVICE LATERALS-SANITARY SEWER.

SPECIAL PROVISION FOR PROTRUDING TAP REMOVAL

The protruding tap removal shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Removal of protruding taps utilizing a remotely controlled cutting device.
4. CCTV record image of before and after tap removal.
5. Cleanup.
6. Other appurtenant and incidental work.
7. General requirements of sections listed.
8. Traffic control.

Basis of Payment - Protruding Tap Removal
Include cost of work listed herein in unit price each for PROTRUDING TAP REMOVAL.

Basis of Payment - End Seals
Payment shall be made for the contract unit price each for END SEAL - SANITARY SEWER LINING, of the diameter specified, which price shall be in full for labor, material, testing and equipment required for complete and operational existing sewer main rehabilitation.

OPTIONAL BID - LATERAL CLEANING, TELEVISING, AND CIPP LINER INSTALLATION AND ADDITIONAL LATERAL LINER OF DIAMETER SPECIFIED

Description. The Contractor shall repair defective mainline to lateral connections with lateral liners by LMK Technologies that extend a minimum of 1 foot up into the service lateral to its full length. Liners will be 5 feet at the connection and then additional liners will be needed to the right-of-way (ROW). The additional liner length will be dependent on each lateral and will be confirmed during the lateral cleaning and televising process.

Installation shall be a cured-in-place pipe inversion method using an approved full wrap lateral lining system. The Contractor shall install lateral liners of 20-foot lengths or less without installation of cleanouts and shall be required to navigate bends in the lateral service up to 45 degrees.

Notice to Residents. The Contractor shall provide and hang notices on doors of all residences / businesses with service lines connected to sewer mains to be lateral lined. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite field supervisor as the primary contact for affected residents. The Contractor shall customize the notice to include City of Wood Dale logo and contact information. The notice shall be written in both English and Spanish. The City shall review and approve the notice format and text at the beginning of the project prior to distribution. All work required for notification to residents shall be incidental to the contract.

Lateral Cleaning and Televising. Contractor shall furnish all equipment, supplies, and personnel to perform cleaning and internal television inspection of sanitary laterals. Each lateral to be CIPP lined or grouted shall be cleaned and televised prior to CIPP lining or grouting. Additional laterals shall be only cleaned and televised.

All the laterals listed shall be cleaned and televised up to the ROW. In doing so, this footage ensures the lateral can be lined based on before rehabilitation work conditions and provides insight into if additional repairs are needed farther up the sewer lateral service. Contractor shall prepare a list of laterals that would require additional repairs prior to CIPP lining. After review from the Engineer and approval from the City, an updated list of CIPP lateral liners will be generated.

All data shall be collected per NASSCO specifications using current PACP and LACP codes and NASSCO trained and certified inspectors. Prior to start of inspections, Contractor shall provide crew training and certification documentation.

Locate all service lateral connections along the main line per PACP, including the modifiers capped, live, break-in, etc. Only direction of flow, direction of survey, start and end point information, and service lateral connections (their type, clock position, modifiers, and distance from manhole) need to be coded – no other main line pipe observations require identification.

Contractor shall perform lateral televising from the main or manhole first. Any lateral that are capped are not to be grouted and any lateral to have a CIPP lateral liner installed are not to be inspected. If a blockage is encountered during inspection of the lateral, televising will be attempted from an upstream structure such as a cleanout. If there is no cleanout, Contractor shall request the installation of cleanout and get approval from Engineer prior to installation. If televising cannot be completed from the main or cleanout the Contractor shall notify the Engineer.

At any time, if a collapse, cross bore, or other significant defect type is encountered in the lateral, the TV operator will immediately notify the Engineer and the City of the observation.

In accordance with PRE-CONSTRUCTION SEWER CLEANING AND TELEVISING, debris catchers or vacuum trucks shall be used at the downstream manhole during all cleaning operations. All dirt, debris, roots and other material removed from the sewers shall be hauled away by the Contractor to a dump site furnished

by the City at no additional cost. Under no circumstances shall solids or semi-solids removed from the sewers be dumped into the street, catch basin, or any manhole. For mainline televising the PRE-CONSTRUCTION SEWER CLEANING AND TELEVISING specifications govern the work and deliverables.

Temporary plugging of sanitary sewers as needed to sufficiently reduce flows for proper inspection, shall be considered incidental and shall be provided at no additional compensation. Extended plugging and or bypass pumping shall proceed only upon approval by the City.

Equipment. The Contractor shall have necessary playback equipment readily accessible for review by Resident Engineer/Project Manager on site.

1. Lateral CCTV shall be required to have the following features.

a. Color Video Camera.

b. Camera, Television Monitor, and Other Components: Capable of producing a minimum of 470H-line resolution color video picture.

c. Ability to inspect laterals as small as 3-inches up to 120 feet in length from mainline sewer.

d. Lateral Camera must be able to be launched from the mainline.

e. Televising equipment must be capable of laterally launching in mainline sewers with diameters ranging from 8-inches to 30-inches

f. Lighting: Suitable to allow clear picture of entire periphery of the pipe extending at least 10 feet in front, including when the pipe material is black High-Density Polyethylene (HDPE).

g. Operative in 100 percent humidity conditions.

h. Image: Capable of self-righting during inspections.

i. Push Camera equipment must available on site to complete reverse setups from cleanouts if there is blockage encountered in the lateral from the mainline.

2. Initial mainline sewer TV

a. Record view of manhole prior to starting mainline sewer TV.

b. Record view of manhole upon completion of mainline sewer TV.

c. Record position of lateral in mainline sewer or manhole and lateral connection prior to entering lateral.

d. Refer to PRE-CONSTRUCTION SEWER CLEANING AND TELEVISING specification for this work.

3. Lateral Cleaning and Obstructions

a. If the TV camera cannot access all the designated laterals along a section of sewer main from the initial direction (the preferred direction for mainlines with wye connections is upstream) then an attempt must be made to access the laterals traveling in the reverse direction.

b. All minor roots, sludge or sediment material that impedes inspection of the lateral from the sewer main must be removed from the lateral and sewer.

c. Lateral cleaning will be performed from the sewer main using high velocity jetting type equipment and will not disrupt flow in adjacent laterals. The lateral cleaning shall be sufficient for subsequent televising as well as rehabilitation

d. If the lateral cannot be sufficiently cleaned, the cleaning operation must be attempted using an existing cleanout at no additional cost to the owner. If a cleanout does not exist, the City will have the option to install one.

e. If obstructions in either the mainline sewer or the lateral are impassible, cannot be resolved as listed above and cannot be removed by sewer cleaning, reaming or other approved methods, notify the City for follow-up.

f. The Contractor will implement steps to reduce the likelihood of a backup into the building connected to the lateral being cleaned. Cleanup that is necessary due to backflow into a building resulting from cleaning will be the responsibility of the Contractor. The City must be notified of any occurrence of backup into a building.

g. Pre-televising for each service lateral shall be performed after cleaning operations to ensure that the lateral has been sufficiently cleaned for rehabilitation.

Deliverables. All electronic media and field logs will become property of the City. The Contractor shall provide data on mutually agreed upon electronic media. The video shall be viewable on any personal computer equipped with Windows software. The video shall be supplied with footage and upstream to downstream manhole numbers displayed continuously on the computer screen together with all data and comments being displayed on the computer screen at the same time.

The Contractor shall provide video and audio format. An audio description of each line segment video recording shall be performed by the Contractor which identifies critical information such as date, location, including manhole numbers, direction of travel, and major defects.

The Contractor shall verbally describe or show on screen the location of the manholes that correspond to each line segment. This description must include a street address, street intersection, or a physical landmark that would enable someone to find these manholes without the manhole numbering system and the manhole atlas.

The Contractor shall supply an electronic copy of video data, database export containing all data to date and pdfs of observation reports and PACP/LACP reports to the Engineer before scheduling the service for T-lining or invoicing for lateral televising. The Contractor shall also report quantities of the completed televising daily.

The Contractor shall provide data in standard NASSCO export, latest version.

The Contractor shall provide a color digital video of all pipeline segments in ".mpeg" format on two (2) external hard drives with USB 2.0 connections. The hard drives shall include a master Excel spreadsheet with hyperlinks to each video file and associated PDF report as well as a master digital database of all observation data. One (1) copy of the digital video data and logs shall become the property of the City and one (1) copy shall remain with the Engineer.

- The Master Spreadsheet shall have a record for each line segment and lateral televised to date. The spreadsheet shall be in MS Excel format and shall have hyperlinks to both the video files and the associated ".pdf" of the PACP/LACP & Pipe Segment View report for each section of sewer televised. The spreadsheet shall include the following information for each record - Upstream and Downstream Structure Numbers, Date Televised, Televised Length, Pipe Size, location of each lateral, work performed, and links to both the Video and the ".pdf" report files.

- The Database in PACP latest format shall detail location, type, and severity of all defects and shall be Microsoft Access V07 Database files with all tables linked by appropriate I.D. numbers, and links to video and ".pdf" report files. All data shall be linked to the pipe segment.

The Contractor shall label all video and report deliverables for Laterals as USMH-DSMH_DIR_FOOTAGE_CLOCK where USMH is upstream manhole number, DSMH is downstream manhole number, DIR will be either US for upstream or DS for downstream, FOOTAGE is the length in feet down the pipe from the starting manhole, CLOCK is to indicate where the lateral is located relative to the mainline pipe from the manhole setup. The video must be a separate video from the mainline video.

For Laterals located within a manhole the label shall be MH_CLOCK where MH is the manhole number and the CLOCK is position based on MACP nomenclature with the main outgoing sewer pipe being in the 6 o'clock position.

The Contractor shall prepare and update an index of pipe segments on a weekly basis in a fashion to be determined by the Engineer.

1. Clearly label all electronic media as approved by Owner.

2. Videos displaying poor quality (includes but not limited to; grease or debris on lens, camera under water, image too dark, washed out, distorted or out of focus, lines improperly cleaned or poor/no audio), may be rejected and the contractor may be required to re-televise line and resubmit at no additional cost.

Exceeding quantities listed in the Bid Tabulation for Additional Lateral Cleaning will require approval of the Owner.

CIPP Lining Materials. Traditional Felt Liner and Fiberglass Liners will be authorized for this project.

FELT LINER:

Liner Assembly: The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e. needle punched felt, circular knit or circular braid that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The wet-out textile tube and sheet shall meet ASTM F 1216, 7. 2 as applicable, and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

Mainline Liner Tube: The main liner tube shall be formed from a flat sheet of resin absorbent material suitable for CIPP. The forming of the tube is accomplished by one end of the textile sheet overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the lined main pipe. The interior of the textile sheet shall be laminated with an impermeable, translucent flexible membrane. The mainline tube shall have compressible ends which provide a tapered transition to the mainline liner or pipe.

Lateral Liner Tube: The exterior of the lateral liner tube shall be laminated with an impermeable, translucent flexible membrane. Longitudinal seams in the tube shall be stitched and thermally sealed. The lateral tube will be continuous in length. The lateral tube will be capable of conforming to offset joints, bends, bells and disfigured pipe sections. For pipe configurations that contain pipe diameter transitions, the transition liner tube must be formed by the manufacturer prior to installation to ensure proper wall thickness per ASTM F1216.

Mainline Connection: The main tube and lateral tube shall form a one-piece assembly by stitching the lateral tube to the mainsheet aperture. The connecting end of the lateral tube shall be shaped to match the aperture and curvature of the main tube. The lateral tube and main tube shall be sealed by use of a hydrophilic seal or flexible adhesive/sealant applied in a factory-controlled setting. The main/lateral tube assembly shall take the shape of a "TEE" or "WYE" with corresponding dimensions such as a curved circle or a curved elliptical opening

in the pipefitting.

No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in-place pipe. The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The lateral tube will be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, and disfigured pipe sections.

Watertight Joint Seal: The mainline tube shall include a seamless hydrophilic seal attached to the main liner tube at the connection and hydrophilic seals at the mainline termination ends. The lateral tube shall include hydrophilic seal(s) attached six-inches from the terminating end of the lateral tube.

Mainline End Seal Test Data: The hydrophilic seals shall include test data that supports substantial expansion properties so to form a watertight compression end seal at the terminating ends of the CIP-lateral liner. The test protocol shall simulate subterranean conditions and hydraulic loading at surface. Seal submittals must include tests data simulating hydration/dehydration conditions for a period of 10,000-hours and the test results must successfully demonstrate and document long-term performance without deterioration, loss of material, flexibility, and expansion of the seal during repeated cycles of hydration and dehydration.

Resin system: The resin shall be a corrosion resistant polyester, vinyl ester or epoxy resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project. The resin shall produce a CIPP, which will comply with the structural and chemical resistance requirements of ASTM F1216.
Table 1 CIPP INITIAL STRUCTURAL PROPERTIES

Property	ASTM Test	Minimum Value	
		PSI	(Mpa)
Flexural Strength	D 790	4,500	(31)
Flexural Modulus	D 790	250,000	(1,724)

The CIPP shall be designed per ASTM F1216, Appendix X1.

The design parameters to determine the Lateral Liner thickness shall be as follows:

- Existing pipe fully deteriorated
- Safety Factor of 2
- Ovality: 5%
- Ground Water Table: ground water table at surface
- Soil Density: 120 lb./cu. ft.
- The following parameters will depend on locations and shall be determined specifically for each sewer segment to be lined: Depth to invert, Live Loads, Soil Modulus.
- A minimum cured wall thickness of 4 mm. Final thickness of the liner shall be based on sewer depth.

The CIPP design for the lateral tube shall assume no bonding to the original pipe.

Testing. Contractor shall prepare a sample by securing a flat plate mold using the textile tube material and resin system as used for the rehabilitated pipe. The pressure applied on the plate sample will be equal to the normal pressure exerted on the lateral tube during the cure process. The minimum length of the sample must be able to produce at least five specimens for testing in accordance with ASTM D790-03. Contractor shall condition the test specimens at 73.4 ± 3.6º F (23 ± 2ºC) and 50 ± 5% relative humidity for not less than 40 hours prior to test in accordance with Practice ASTM D618, for those tests where conditioning is required. The initial tangent flexural modulus of elasticity and flexural stress shall be measured for gravity and pressure pipe applications in accordance with Test Method D790. Contractor shall send flat plate test samples from every 50 Lateral Liner installations.

Gravity pipes should be tested using an air test method where a test plug is placed adjacent to the upstream and downstream ends of the main sheet CIPP and at the upper most end of the lateral tube. This test should take place no less than 72-hours after returning the lateral pipe back into service. This test is limited to pipe lengths with no service connections. The test pressure shall be 4-PSI for a test time of three-minutes; the pressure shall not drop below 3.5 PSI.

Cleaning and Televising. The lateral shall be cleaned and televised prior to the installation of the liner. The digital video of the lateral shall be provided to the Engineer for review before the lateral can be approved for lining. This work will be paid for separately under LATERAL CLEANING AND TELEVISING.

Lateral Liner Installation. Installation shall be accomplished by the use of a resin impregnated one-piece main and lateral lining and by means of air inflation and inversion. The liner is pressed against the host pipe by pressurizing a bladder that is held in place until the thermo-set resins have cured. When cured, the liner shall extend over a predetermined length of the service lateral and a particular section of the main pipe as a continuous, one-piece, tight fitting, corrosion resistant and verifiable non-leaking cured in-place pipe.

The outside layer of the textile tube (before inversion) and interior of the textile sheet shall be coated with an impermeable, translucent flexible membrane. The main bladder shall be inflated causing the main sheet to unwrap and expand; pressing the main tube firmly into contact with the main pipe. The Main/Lateral bladder shall extend past all ends of the liner, as no cutting shall be required.

After the liner has been fully installed; pressure is maintained by pressing the liner firmly against the inner pipe wall until the liner is cured at ambient temperatures or by steam, if external heat is used. The heating equipment shall be capable of delivering a mixture of steam and air throughout the liner bladder assembly to uniformly raise the liner temperature above the temperature required to cure the resin. The curing of the CIPP shall take into account the existing pipe material, the resin system and ground conditions (temperature, moisture level, and thermal conductivity of the soil). The heat source temperatures if a heat source is used shall be monitored and logged during the cure and cool down cycles. The manufacturer's recommended cure schedule shall be submitted and followed.

Test Sample. A test sample shall be prepared for five (5) installations. Samples shall be tested in accordance with ASTM F1216. Testing is to be undertaken in an accredited laboratory

FIBERGLASS LINER:

This specification covers material requirements, installation practices, and test methods for the reconstruction of a sewer service lateral pipe and the main connection without excavation. The lateral pipe is remotely renovated from the main pipe to a specified distance ranging from 3-feet to 10-feet. The pipe renovation shall be accomplished by the inversion and inflation of a resin impregnated, single-piece lateral and main connection liner assembly.

The system shall accommodate pipe ovality up to -10%. The liner shall be able to transition from one pipe size to another ensuring adequate liner thickness throughout the lining. Excess resin shall migrate into pipe defects allowing a mechanical anchoring. The liner shall be capable of spanning small missing sections of pipe. The liner shall be flexible during insertion and be able to accommodate and negotiate 22, 45 and 90 degree bends.

Liner Assembly: The reconstruction will be accomplished using woven fiberglass fabric tube of particular length and a UV initiated vinyl ester resin with physical and chemical properties appropriate for the application. The repair consists of a one-piece, continuous main and lateral lining that is vacuum impregnated with UV initiated resins, air inverted from the main up into the lateral by the action of a translucent bladder assembly; hereby referred to as a "Liner/Bladder Assembly". The lining material is a proprietary glass kitted tubes coated with a chemically resistant impervious film. The tube is air-tight and flexible in design to reduce inversion pressures. The lining material is constructed as a one-piece cylindrically shaped Main/Lateral fitting. Therefore, there is no joining of two separate liners during the installation process. The end product is a one-piece structural Main/Lateral cured-in place pipe.

Mainline Liner Tube: The main liner sheet is formed as a tube by wrapping around the main bladder.

Gasketed Seals: The mainline connection shall include a seamless molded flange shaped gasket attached to the main liner tube by use of stainless steel snaps. The gasket must be a minimum of 2.5mm and must retain this minimum thickness under installation pressures. Alternatively, the mainline liner tube shall include 4 hydrophilic O-rings (2 on each side of the service pipe). The lateral tube shall include a compression O-ring gasket attached six-inches from the terminating end of the lateral tube.

End Seal Test Data: The hydrophilic gasket seals shall include test data that supports substantial expansion properties so to form a watertight compression end seal at the terminating ends of the CIP-lateral liner. The test protocol shall simulate subterranean conditions and hydraulic loading at surface. Gasket seal submittals must include tests data simulating hydration/ dehydration conditions for a period of 10,000-hours and the test results must successfully demonstrate and document long-term performance without deterioration, loss of material, flexibility, and expansion of the gasket during repeated cycles of hydration and dehydration.

Resin System: The Resin System as follows:

Vipel L040 UV initiated Aromatic Vinyl Ester Resin that comes to the installers pre-wet out from the factory to specification.

3-inch tube requires 0.43lbs of resin per linear foot.
4-inch tube requires 0.63lbs of resin per linear foot.
6-inch tube requires 0.94lbs of resin per linear foot.

Structural Properties: Minimum Test Standards for CIPP ASTM F1216 Appendix X1

Property	ASTM Test	Minimum Value	
		PSI	(Mpa)
Flexural Strength	D 790	4,500	(31)
Flexural Modulus	D 790	250,000	(1,724)

Size and Length:

Diameters: Lateral: 3 – 6 inch Main: 8, 10, 12 inch
Length: 10 ft. or less

Maximum length for a continuous lateral lining is three (3) feet for main to lateral connection where no cleanout exists.

Design Parameters: Shall be as for CIPP installation with the following modification to wall thickness:

Minimum cured wall thickness: 3 mm for up to 6" diameter pipes.

Resin Saturation Method: The lining tube is pre-wet out at the factory by positioning within the translucent inversion bladder forming a liner/bladder assembly. The assembly is vacuum impregnated with the UV initiated resin and weighed for accuracy as a final quality control check. Additionally, the bladder is translucent, allowing for visual verification that the lining tube has 100% resin saturation.

Installation. The Materials and Installation practices shall, at a minimum, adhere to the requirements of ASTM F2561-20 "Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in Place Liner".

Air pressure is applied to launching device causing the Liner/Bladder Assembly to inflate the mainline portion and invert the lateral portion into the lateral pipe. The bladder extends past each terminal end of the lining assembly so the ends remain open and no cutting is necessary. The resin systems are capable of curing 4" diameter liners in 8 minutes and 6" diameter lateral liners in 12 minutes. The bladder is re-inverted peeling away from the new cured in-place pipe. During the removal process, the bladder is drawn back into the launching device.

Fiberglass Test Sample. A test sample shall be prepared for every five (5) installations. Contractor is to wet out using pre-resin-impregnated tube from the supplier. Contractor is to cut a minimum of six (6) inch length of tube from the T-liner to be installed. This sample is to be wrapped immediately in high density BLACK polyethylene the ends of the polyethylene taped, and then placed in a cardboard box and also taped to avoid exposure to light. The sample is then to be maintained at ambient temperature – delivered to LMK Technologies, 1779 Chessie Lane, Ottawa IL, where the sample will be prepared for testing.

The finished Liner shall be continuous over the entire length of the rehabilitated sewer service lateral and 12" of the main pipe. The Liner shall be smooth with minimal wrinkling and shall be free of dry spots, lifts, and delaminations. After the work is completed, the installer will provide the City with video footage documenting each repair. The finished product must provide an airtight, watertight verifiable non-leaking connection between the main sewer and sewer service lateral. Upon completion, the installer will deliver digital video and a digital database (external hard drive) of the completed work to the Engineer. Post-construction televising shall be performed after all rehabilitation work is completed and as described under the provision POST-CONTRUCTION TELEVISION INSPECTION. The Engineer will review the documentation and the site to determine that the scope of work is completed, and the work is satisfactory.

All liners must be a continuous liner regardless of liner length, unless approved by the Engineer and the Owner. The City has the right to require the Contractor to dig or cut out any failed lateral liners. If the liner has defects, the City may require air tests at no additional cost.

If the POST-CONSTRUCTION TELEVISION INSPECTION shows areas of faulty installation, or a defective liner, the CITY requires the Contractor to perform an air-test on the service lateral, by plugging the upstream and downstream ends of the mainline and at the uppermost end of the lateral tube.

The Contractor shall label all video and report deliverables for Laterals as USMH-DSMH_FOOTAGE_POST where USMH is upstream manhole number, DSMH is downstream manhole number, FOOTAGE is the length in feet down the pipe from the upstream manhole in the Lateral Lining schedule.

Description. The Contractor shall repair defective mainline to lateral connections with lateral liners by LMK Technologies that extend a minimum of 1 foot up into the service lateral to its full length. Liners will be 5 feet unless it is determined during the lateral cleaning and televising phase that the liner needs to be extended. Lateral liners shall not exceed a total length of 20 feet.

Installation shall be a cured-in-place pipe inversion method using an approved full wrap lateral lining system. The Contractor shall install lateral liners of 20-foot lengths or less without installation of cleanouts and shall be required to navigate bends in the lateral service up to 45 degrees.

Notice to Residents. The Contractor shall provide and hang notices on doors of all residences / businesses with service lines connected to sewer mains to be lateral lined. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite field supervisor as the primary contact for affected residents. The Contractor shall customize the notice to include City of Wood Dale logo and contact information. The notice shall be written in both English and Spanish. The City shall review and approve the notice format and text at the beginning of the project prior to distribution. All work required for notification to residents shall be incidental to the contract.
Materials. Traditional Felt Liner and Fiberglass Liners will be authorized for this project.

FELT LINER:

Liner Assembly: The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e. needle punched felt, circular knit or circular braid that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular

pipe sections. The wet-out textile tube and sheet shall meet ASTM F 1216, 7. 2 as applicable, and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

Mainline Liner Tube: The main liner tube shall be formed from a flat sheet of resin absorbent material suitable for CIPP. The forming of the tube is accomplished by one end of the textile sheet overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the lined main pipe. The interior of the textile sheet shall be laminated with an impermeable, translucent flexible membrane. The mainline tube shall have compressible ends which provide a tapered transition to the mainline liner or pipe.

Lateral Liner Tube: The exterior of the lateral liner tube shall be laminated with an impermeable, translucent flexible membrane. Longitudinal seams in the tube shall be stitched and thermally sealed. The lateral tube will be continuous in length. The lateral tube will be capable of conforming to offset joints, bends, bells and disfigured pipe sections. For pipe configurations that contain pipe diameter transitions, the transition liner tube must be formed by the manufacturer prior to installation to ensure proper wall thickness per ASTM F1216.

Mainline Connection: The main tube and lateral tube shall form a one-piece assembly by stitching the lateral tube to the mainsheet aperture. The connecting end of the lateral tube shall be shaped to match the aperture and curvature of the main tube. The lateral tube and main tube shall be sealed by use of a hydrophilic seal or flexible adhesive/sealant applied in a factory-controlled setting. The main/lateral tube assembly shall take the shape of a "TEE" or "WYE" with corresponding dimensions such as a curved circle or a curved elliptical opening in the pipefitting.

No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in-place pipe. The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The lateral tube will be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, and disfigured pipe sections.

Watertight Joint Seal: The mainline tube shall include a seamless hydrophilic seal attached to the main liner tube at the connection and hydrophilic seals at the mainline termination ends. The lateral tube shall include hydrophilic seal(s) attached six-inches from the terminating end of the lateral tube.

Mainline End Seal Test Data: The hydrophilic seals shall include test data that supports substantial expansion properties so to form a watertight compression end seal at the terminating ends of the CIP-lateral liner. The test protocol shall simulate subterranean conditions and hydraulic loading at surface. Seal submittals must include tests data simulating hydration/dehydration conditions for a period of 10,000-hours and the test results must successfully demonstrate and document long-term performance without deterioration, loss of material, flexibility, and expansion of the seal during repeated cycles of hydration and dehydration.

Resin system: The resin shall be a corrosion resistant polyester, vinyl ester or epoxy resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project. The resin shall produce a CIPP, which will comply with the structural and chemical resistance requirements of ASTM F1216.

Table 1 CIPP INITIAL STRUCTURAL PROPERTIES

Property	ASTM Test	Minimum Value	
		PSI	(Mpa)
Flexural Strength	D 790	4,500	(31)
Flexural Modulus	D 790	250,000	(1,724)

The CIPP shall be designed per ASTM F1216, Appendix X1.

The design parameters to determine the Lateral Liner thickness shall be as follows:

- Existing pipe fully deteriorated

- Safety Factor of 2
- Ovality: 5%
- Ground Water Table: ground water table at surface
- Soil Density: 120 lb./cu. ft.
- The following parameters will depend on locations and shall be determined specifically for each sewer segment to be lined: Depth to invert, Live Loads, Soil Modulus.
- A minimum cured wall thickness of 4 mm. Final thickness of the liner shall be based on sewer depth.

The CIPP design for the lateral tube shall assume no bonding to the original pipe.

Testing. Contractor shall prepare a sample by securing a flat plate mold using the textile tube material and resin system as used for the rehabilitated pipe. The pressure applied on the plate sample will be equal to the normal pressure exerted on the lateral tube during the cure process. The minimum length of the sample must be able to produce at least five specimens for testing in accordance with ASTM D790-03. Contractor shall condition the test specimens at 73.4 ± 3.6° F (23 ± 2°C) and 50 ± 5% relative humidity for not less than 40 hours prior to test in accordance with Practice ASTM D618, for those tests where conditioning is required. The initial tangent flexural modulus of elasticity and flexural stress shall be measured for gravity and pressure pipe applications in accordance with Test Method D790. Contractor shall send flat plate test samples from every 50 Lateral Liner installations.
Gravity pipes should be tested using an air test method where a test plug is placed adjacent to the upstream and downstream ends of the main sheet CIPP and at the upper most end of the lateral tube. This test should take place no less than 72-hours after returning the lateral pipe back into service. This test is limited to pipe lengths with no service connections. The test pressure shall be 4-PSI for a test time of three-minutes; the pressure shall not drop below 3.5 PSI.
Cleaning and Televising. The lateral shall be cleaned and televised prior to the installation of the liner. The digital video of the lateral shall be provided to the Engineer for review before the lateral can be approved for lining. This work will be paid for separately under LATERAL CLEANING AND TELEVISING.

Lateral Liner Installation. Installation shall be accomplished by the use of a resin impregnated one-piece main and lateral lining and by means of air inflation and inversion. The liner is pressed against the host pipe by pressurizing a bladder that is held in place until the thermo-set resins have cured. When cured, the liner shall extend over a predetermined length of the service lateral and a particular section of the main pipe as a continuous, one-piece, tight fitting, corrosion resistant and verifiable non-leaking cured in-place pipe.

The outside layer of the textile tube (before inversion) and interior of the textile sheet shall be coated with an impermeable, translucent flexible membrane. The main bladder shall be inflated causing the main sheet to unwrap and expand; pressing the main tube firmly into contact with the main pipe. The Main/Lateral bladder shall extend past all ends of the liner, as no cutting shall be required.

After the liner has been fully installed; pressure is maintained by pressing the liner firmly against the inner pipe wall until the liner is cured at ambient temperatures or by steam, if external heat is used. The heating equipment shall be capable of delivering a mixture of steam and air throughout the liner bladder assembly to uniformly raise the liner temperature above the temperature required to cure the resin. The curing of the CIPP shall take into account the existing pipe material, the resin system and ground conditions (temperature, moisture level, and thermal conductivity of the soil). The heat source temperatures if a heat source is used shall be monitored and logged during the cure and cool down cycles. The manufacturer's recommended cure schedule shall be submitted and followed.

Test Sample. A test sample shall be prepared for five (5) installations. Samples shall be tested in accordance with ASTM F1216. Testing is to be undertaken in an accredited laboratory

FIBERGLASS LINER:

This specification covers material requirements, installation practices, and test methods for the reconstruction of a sewer service lateral pipe and the main connection without excavation. The lateral pipe is remotely renovated from the main pipe to a specified distance ranging from 3-feet to 10-feet. The pipe renovation shall

be accomplished by the inversion and inflation of a resin impregnated, single-piece lateral and main connection liner assembly.

The system shall accommodate pipe ovality up to -10%. The liner shall be able to transition from one pipe size to another ensuring adequate liner thickness throughout the lining. Excess resin shall migrate into pipe defects allowing a mechanical anchoring. The liner shall be capable of spanning small missing sections of pipe. The liner shall be flexible during insertion and be able to accommodate and negotiate 22, 45 and 90 degree bends.

Liner Assembly: The reconstruction will be accomplished using woven fiberglass fabric tube of particular length and a UV initiated vinyl ester resin with physical and chemical properties appropriate for the application. The repair consists of a one-piece, continuous main and lateral lining that is vacuum impregnated with UV initiated resins, air inverted from the main up into the lateral by the action of a translucent bladder assembly; hereby referred to as a "Liner/Bladder Assembly". The lining material is a proprietary glass kitted tubes coated with a chemically resistant impervious film. The tube is air-tight and flexible in design to reduce inversion pressures. The lining material is constructed as a one-piece cylindrically shaped Main/Lateral fitting. Therefore, there is no joining of two separate liners during the installation process. The end product is a one-piece structural Main/Lateral cured-in place pipe.

Mainline Liner Tube: The main liner sheet is formed as a tube by wrapping around the main bladder.

Gasketed Seals: The mainline connection shall include a seamless molded flange shaped gasket attached to the main liner tube by use of stainless steel snaps. The gasket must be a minimum of 2.5mm and must retain this minimum thickness under installation pressures. Alternatively, the mainline liner tube shall include 4 hydrophilic O-rings (2 on each side of the service pipe). The lateral tube shall include a compression O-ring gasket attached six-inches from the terminating end of the lateral tube.

End Seal Test Data: The hydrophilic gasket seals shall include test data that supports substantial expansion properties so to form a watertight compression end seal at the terminating ends of the CIP-lateral liner. The test protocol shall simulate subterranean conditions and hydraulic loading at surface. Gasket seal submittals must include tests data simulating hydration/ dehydration conditions for a period of 10,000-hours and the test results must successfully demonstrate and document long-term performance without deterioration, loss of material, flexibility, and expansion of the gasket during repeated cycles of hydration and dehydration.

Resin System: The Resin System as follows:

Vipel L040 UV initiated Aromatic Vinyl Ester Resin that comes to the installers pre-wet out from the factory to specification.

3-inch tube requires 0.43lbs of resin per linear foot.
4-inch tube requires 0.63lbs of resin per linear foot.
6-inch tube requires 0.94lbs of resin per linear foot.

Structural Properties: Minimum Test Standards for CIPP ASTM F1216 Appendix X1

Property	ASTM Test	Minimum Value	
		PSI	(Mpa)
Flexural Strength	D 790	4,500	(31)
Flexural Modulus	D 790	250,000	(1,724)

Size and Length:

Diameters: Lateral: 3 – 6 inch Main: 8, 10, 12 inch
Length: 10 ft. or less

Maximum length for a continuous lateral lining is three (3) feet for main to lateral connection where no cleanout exists.

Design Parameters: Shall be as for CIPP installation with the following modification to wall thickness:

Minimum cured wall thickness: 3 mm for up to 6" diameter pipes.

Resin Saturation Method: The lining tube is pre-wet out at the factory by positioning within the translucent inversion bladder forming a liner/bladder assembly. The assembly is vacuum impregnated with the UV initiated resin and weighed for accuracy as a final quality control check. Additionally, the bladder is translucent, allowing for visual verification that the lining tube has 100% resin saturation.

Installation. The Materials and Installation practices shall, at a minimum, adhere to the requirements of ASTM F2561-20 "Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in Place Liner".

Air pressure is applied to launching device causing the Liner/Bladder Assembly to inflate the mainline portion and invert the lateral portion into the lateral pipe. The bladder extends past each terminal end of the lining assembly so the ends remain open and no cutting is necessary. The resin systems are capable of curing 4" diameter liners in 8 minutes and 6" diameter lateral liners in 12 minutes. The bladder is re-inverted peeling away from the new cured in-place pipe. During the removal process, the bladder is drawn back into the launching device.

Fiberglass Test Sample. A test sample shall be prepared for every five (5) installations. Contractor is to wet out using pre-resin-impregnated tube from the supplier. Contractor is to cut a minimum of six (6) inch length of tube from the T-liner to be installed. This sample is to be wrapped immediately in high density BLACK polyethylene the ends of the polyethylene taped, and then placed in a cardboard box and also taped to avoid exposure to light. The sample is then to be maintained at ambient temperature – delivered to LMK Technologies, 1779 Chessie Lane, Ottawa IL, where the sample will be prepared for testing.

The finished Liner shall be continuous over the entire length of the rehabilitated sewer service lateral and 12" of the main pipe. The Liner shall be smooth with minimal wrinkling and shall be free of dry spots, lifts, and delaminations. After the work is completed, the installer will provide the City with video footage documenting each repair. The finished product must provide an airtight, watertight verifiable non-leaking connection between the main sewer and sewer service lateral. Upon completion, the installer will deliver digital video and a digital database (external hard drive) of the completed work to the Engineer. Post-construction televising shall be performed after all rehabilitation work is completed and as described under the provision POST-CONTRUCTION TELEVISION INSPECTION. The Engineer will review the documentation and the site to determine that the scope of work is completed, and the work is satisfactory.

All liners must be a continuous liner regardless of liner length, unless approved by the Engineer and the Owner. The City has the right to require the Contractor to dig or cut out any failed lateral liners. If the liner has defects, the City may require air tests at no additional cost.

If the POST-CONSTRUCTION TELEVISION INSPECTION shows areas of faulty installation, or a defective liner, the CITY requires the Contractor to perform an air-test on the service lateral, by plugging the upstream and downstream ends of the mainline and at the uppermost end of the lateral tube.

The Contractor shall label all video and report deliverables for Laterals as USMH-DSMH_FOOTAGE_POST where USMH is upstream manhole number, DSMH is downstream manhole number, FOOTAGE is the length in feet down the pipe from the upstream manhole in the Lateral Lining schedule.

Basis of Payment. This item shall be paid at the Contract Unit Price per Each for CIPP LATERAL LINER INSTALLATION, of the size and length specified, and shall include all labor and material required for installation of the LMK Lateral Liner, up to the length of lateral specified, including curing, testing, pre- and post-installation televising. Contractor shall provide television inspection of completed installation on an external hard drive. Installation of lateral liner over the specified length shall be paid at the Contract Unit Price per Linear Foot for ADDITIONAL CIPP LATERAL LINER.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

a. $1,000,000 combined single limit - each occurrence

b. $1,000,000 personal and advertising injury;

c. $2,000,000 combined single limit - general aggregate; and

d. $1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

e. When the following box is checked - ☐ any general aggregate limit shall apply per project;

f. Liability arising from premises and operations;

g. Liability arising from the actions of independent contractors;

h. When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;

i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;

j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least $1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least $1,000,000 each accident/$1,000,000 each employee disease/$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

a. $5,000,000 combined single limit - each occurrence;

b. $5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and

c. $5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

d. Commercial general liability;

e. Business auto liability; and

f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least $1,000,000 each occurrence and $2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to purchasing@glenview.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.A., 1.B., 1.C. and 1.E. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.

3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.

5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.

6. The Contractor shall advise the Village via email to purchasing@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

8. Any deductibles or retentions of $5,000 or greater ($10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

10. Certificate **of Insurance** that states the Village of Glenview has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The Village of Glenview and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

2. WARRANTY

A. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.

B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.

C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/0.01 *et seq*., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village's Purchasing Division.

4. **EQUAL EMPLOYMENT OPPORTUNITY**
The successful Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Village.

5. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**
In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, *et seq.*)**
Contractor shall comply with all provisions of 820 ILCS 265/1, *et seq*. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. **WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**
The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. **TOXIC SUBSTANCES DISCLOSURES**
All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. **ALTERNATE AND MULTIPLE BIDS**
Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

10. **EQUALITY/BRAND NAME**
Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the village. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Village demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior ***written*** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Village that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Village shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Village's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

a) References
b) Disqualification of Certain Bidders (affirmation by signing bid form)
c) Affidavit/Anti-collusion
d) Conflict of Interest Form
e) Tax Compliance
f) Identification of Subcontractors
g) Participation Affidavit

13. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

14. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Public Works or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

15. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Director or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Contractor's expense. Training includes, but shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

16. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Director or his/her designee within 12 hours.

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the

prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ Telephone Number: _____

Dates of Service/Award Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ Telephone Number: _____

Dates of Service/Award Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ Telephone Number: _____

Dates of Service/Award Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

(A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

(B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

(C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

(D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

(E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;

(F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

(G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

(H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

_____
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2024

_____
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

_____, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

_____

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2024

_____

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

_____,being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____ _____
(Contractor)

The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

_____
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2024

_____
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

PARTICIPATION AFFIDAVIT

_____,being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is _____
(Partner, Officer, Owner, Etc.)

of _____ _____
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

_____
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2024

_____
Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

Appendix A:
Additional Municipality Specific Information

Glenview
Project Manager- Tim Schwister, 847-904-4422, tschwister@glenview.il.us
Local Parking Plan - To be coordinated at the pre-construction meeting.
Local Water Plan - To be coordinated at the pre-construction meeting and water fees are waived upon receipt of Village supplied water meter/back flow device.
Maps - see segment list and maps attached in "Appendix B".

Golf
Project Manager – Brian Wesolowski, 847-478-9700, Bwesolowski@gha-engineers.com
Local Parking Plan- Contractor Responsibility
Local Water Plan- Designated Hydrant in Village, Contractor to Meter Use.
Maps - see segment list and maps attached in "Appendix B".

Rolling Meadows
Project Manager – Mark Kilarski, 847-963-0500, Mkilarski@cityrm.org
Local Parking Plan- To be coordinated at the pre-construction meeting.
Local Water Plan- To be coordinated at the pre-construction meeting and water fees.
Maps - see segment list and maps attached in "Appendix B".

Prospect Heights
Project Manager – Wadee Rafati, 847-821-6262, wrafati@gha-engineers.com
Local Parking Plan- To be coordinated at preconstruction meeting.
Local Water Plan- To be coordinated at preconstruction meeting.
Maps - see segment list and maps attached in "Appendix B".

Glencoe
Project Manager – James Tigue, 847-461-1119, jtigue@villageofglencoe.org
Local Parking Plan- Parking area available at the north end of commuter parking area on west side of Old Green Bay Rd, between Lincoln Dr and Walden Dr.
Local Water Plan- Exterior water hook up available at Village Public Works Garage at 320 Temple Ct. Hydrant hook up is not allowed.
Maps - see segment list and maps attached in "Appendix B".

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

INVITATION: #240006
BID OPENING DATE: March 1, 2024
TIME: 2:00 P.M. Local Time
LOCATION: Teams

COPIES: One (1) original electronic PDF

REQUEST FOR BID INFORMATION

Company Name: Hoerr Construction, Inc.
Address: 1416 County Road 200 N
City, State, Zip Code: Goodfield, IL 61742

BID PRICING TABLE

BASE BID:

Quantities are inclusive of all municipalities.

Item no.	Items	Unit	Glenview	Rolling Meadows	Glencoe	Golf	Prospect Heights	Quantity Total	$ Total for LF	Total Amount
1	8" CIPP	LF	3517	2422	612		100	6651	$ 38.20	$ 254,068.20
2	8" CIPP (easement)	LF	359		618	855	919	2751	$ 39.30	$ 107,839.20
3	10" CIPP	LF		500	366			866	$ 53.00	$ 45,898.00
4	10" CIPP (easement)	LF							$	$
5	12" CIPP	LF	2702	570.8				3272.8	$ 46.00	$ 150,548.80
6	12" CIPP (easement)	LF	684				1081	1765	$ 47.00	$ 82,955.00
7	15" CIPP	LF	503	229				732	$ 79.00	$ 57,828.00
8	15" CIPP (easement)	LF							$	$
9	18" CIPP	LF	500	409				909	$ 90.00	$ 81,810.00
10	18" CIPP (easement)	LF							$	$
11	21" CIPP	LF		495				495	$ 88.00	$ 43,560.00
12	21" CIPP (easement)	LF							$	$
13	22" CIPP	LF							$	$
14	24" CIPP	LF							$	$
15	24" CIPP (easement)	LF							$	$
16	27" CIPP	LF							$	$
17	27" CIPP (easement)	LF							$	$
18	30" CIPP	LF	233					233	$ 159.00	$ 37,047.00
19	33" CIPP	LF							$	$
20	36" CIPP	LF	182					182	$ 239.00	$ 43,498.00
~~21~~	~~Service Laterals~~	~~Each~~		~~29~~ REMOVED PER ADDENDUM #4				~~29~~	$	$
22	Protruding Taps	Each			7			7	$ 300.00	$ 2,100.00
23	Heavy Cleaning	LF	2000	4625.8	250	855		7730.8	$ 3.00	$ 23,192.40
24	Reinstatement of Service Sanitary Sewer	Each	122	73	18		22	235	$ 100.00	$ 23,500.00
25	8" End Seals	Each	30	12	10	10	12	74	$ 190.00	$ 14,060.00
26	10" End Seals	Each		8	2			10	$ 220.00	$ 2,200.00
27	12" End Seals	Each	28	6			4	38	$ 250.00	$ 9,500.00
28	15" End Seals	Each	4	2				6	$ 280.00	$ 1,680.00
29	18" End Seals	Each	6	2				8	$ 310.00	$ 2,480.00
30	20" End Seals	Each							$	$
31	21" End Seals	Each		2				2	$ 438.00	$ 876.00
32	24" End Seals	Each							$	$
33	27" End Seals	Each							$	$
34	30" End Seals	Each	2					2	$ 585.00	$ 1,170.00
35	33" End Seals	Each							$	$
36	36" End Seals	Each	2					2	$ 650.00	$ 1,300.00
37	20" x 30" End Seals	Each							$	$
							Grand Totals	26000.6		987,110.60

OPTIONAL BID – T-LINERS:

Item no.	Items	Unit	Glenview	Rolling Meadows	Glencoe	Golf	Prospect Heights	Quantity Total	$ Total for LF	Total Amount
1	Lateral Cleaning, Televising, and CIPP Liner Installation, 8"x 6", 5-Foot	Each		23				23	$ 4,700.00	$ 108,100.00
2	Lateral Cleaning, Televising, and CIPP Liner Installation, 12"x 6", 5-Foot	Each		6				6	$ 4,900.00	$ 29,400.00
3	Additional CIPP Lateral Liner, 6"	LF		1307				1307	$ 65.00	$ 84,955.00
							Optional Bid Total	1,336	$	$ 222,455.00

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids electronically through DemandStar ONLY. **Any bid not submitted electronically via DemandStar may be rejected as non-responsive.**

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 **%** 30 **DAYS**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [redacted] **Company Name:** Hoerr Construction, Inc.

Typed/Printed Name: Max P. Hoerr II **Date:** 3/6/24

Title: President **Telephone Number:** 309-691-6653

E-mail info@hoerr.com **Fax Number:** 309-508-7990

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: See Attached - Completed CIPP Lining Projects (2023) - Following

Address: _____

City, State, Zip Code: _____

Contact Person/ Telephone Number: _____

Dates of Service/Award Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone Number: _____

Dates of Service/Award Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ Telephone Number: _____

Dates of Service/Award Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ Telephone Number: _____

Dates of Service/Award Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ Telephone Number: _____

Dates of Service/Award Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

(A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

(B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

(C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

(D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

(E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;

(F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

(G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

(H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

HOERR CONSTRUCTION, INC.

[redacted]

MAX P. HOERR II, PRESIDENT

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Max P. Hoerr II, being first duly ~~sworn~~ affirmed,

deposes and says that he is Officer
(Partner, Officer, Owner, Etc.)

of Hoerr Construction, Inc.
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[redacted]
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a ~~sworn~~ affirmed to before a notary public.
Subscribed and ~~Sworn~~ Affirmed to this 6th day of March, 2024

OFFICIAL SEAL
DAVID A STEFFEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/20/2027

[redacted]
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

Max P. Hoerr II, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

[redacted]

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a ~~sworn~~ affirmed to before a notary public.

Subscribed and ~~Sworn~~ Affirmed to this 6th day of March, 2024

OFFICIAL SEAL
DAVID A STEFFEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/20/2027

[redacted]

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

Max P. Hoerr II, being first duly ~~sworn~~ affirmed,

deposes and says that he is Officer
(Partner, Officer, Owner, Etc.)

of Hoerr Construction, Inc.
(Contractor)

The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

[redacted]
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and ~~sworn~~ affirmed to before a notary public.

Subscribed and ~~Sworn~~ Affirmed to this 6th day of March, 2024

OFFICIAL SEAL
DAVID A STEFFEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/20/2027

[redacted]
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

* No Subcontractors Anticipated - Self Perform All Work *

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

Name: _____ **# Years in Business:** _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

_____

_____

PARTICIPATION AFFIDAVIT

Max P. Hoerr II, affirmed being first duly ~~sworn~~,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Officer
(Partner, Officer, Owner, Etc.)

of Hoerr Construction, Inc
(Contractor)

The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

[redacted]
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and ~~sworn~~ affirmed to before a notary public.

Subscribed and ~~Sworn~~ Affirmed to this 6th day of March, 2024

OFFICIAL SEAL
DAVID A STEFFEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/20/2027

[redacted]
Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

ADDENDUM 1: CLARIFICATION ON PAGE 2

Purchasing Division

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

February 16, 2024

ADDENDUM #1 (2 pages)
RFB #240006
RFB ON: SANITARY AND STORM SEWER LINING
RFB Due Date: March 1, 2024, 2:00 p.m. CST

Please note Addendum #1 is being sent to all plan-holders in order to:
• Replace Page 2 of the bid document to correct the due date.

Please include a copy of this document in your proposal submittal.

Sincerely,

Zhanna Badasyan
Village of Glenview
Assistant to the Village Manager

Acknowledged and Accepted 240006-1:

Signature: [redacted]
Company: Hoerr Construction, Inc.

AADDENDUM 2:

Purchasing Division
Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

February 23, 2024

ADDENDUM #2 (1 page)
RFB #240006
RFB ON: SANITARY AND STORM SEWER LINING
RFB Due Date: March 8, 2024, 2:00 p.m. CST

Please note Addendum #2 is being sent to all plan-holders in order to:

- **Provide the following clarifications, revisions, and additions to the bid documents.**

The deadline for RFB 240006 bid submissions has been extended to March 8, 2024, at 2:00 P.M. CST.

Please include a copy of this document in your proposal submittal.

Sincerely,

Zhanna Badasyan
Village of Glenview
Assistant to the Village Manager

Acknowledged and Accepted 240006-2:

Signature: [redacted]
Company: Hoerr Construction, Inc.

AADDENDUM 3

Purchasing Division
Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

February 26, 2024

ADDENDUM #3 (1 pages)
RFB #240006
RFB ON: SANITARY AND STORM SEWER LINING
RFB Due Date: March 8, 2024, 2:00 p.m. CST

Please note Addendum #3 is being sent to all plan-holders in order to extend the date by which questions will be answered.

Questions will be answered by Wednesday, February 28, 2024 via an Addendum.

Please include a copy of this document in your proposal submittal.

Sincerely,

Zhanna Badasyan
Village of Glenview
Assistant to the Village Manager

Acknowledged and Accepted 240006-3:

Signature: [redacted]
Company: Hoerr Construction, Inc.

AADDENDUM 4

Purchasing Division
Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

February 29, 2024

ADDENDUM #3 (4 pages)
RFB #240006
RFB ON: SANITARY AND STORM SEWER LINING
RFB Due Date: March 8, 2024, 2:00 p.m. CST

Please note Addendum #4 is being sent to all plan-holders in order to provide the following answers to questions received during the question period of the bid.

Question 1: Could any of the Municipalities provide CCTV of the proposed segments?

- ***Glenview:*** *The contractor is responsible to televise pre and post televising as part of the contract. The Village does not have updated CCTV for all of the segments.*
- ***Rolling Meadows****: The City has CCTV recordings that can be submitted if needed.*
- ***Prospect Heights:*** *The City has CCTV information on the segments in question and they can be provided prior to construction.*
- ***Golf:*** *The Village does not have current CCTV of the segments.*
- ***Glencoe:*** *The Village has CCTV on most segments but they would be from up to 4 years ago. If it is determined that the videos are to be provided, it would take some effort to locate and upload to a cloud storage system.*

Question 2: In Appendix A, the Village of Glenview mentions that their water fees are waived upon receipt. Could the other municipalities kindly clarify whether water fees will also be waived, or provide information on the associated water usage costs?

- ***Rolling Meadows****: The City will NOT charge for water usage, however, water usage needs to be tracked as it needs to be reported the to the annual LMO report.*
- ***Prospect Heights:*** *The City waves bulk water charges for work done on the portion of the project. Note – the City only has one hydrant for bulk water as the delivery system is small; located at 801 E. Camp MacDonald Rd. at the City Pump Station.*
- ***Golf:*** *Regarding water use, it's the contractor's responsibility to provide a meter and meter their use of water in the Village during the work. Water will be provided free of charge in this manner. A hydrant will be accessible to them and will need to be coordinated with the village's plumber.*
- ***Glencoe:*** *No water fees charged but usage is tracked.*

Question 3. The intent behind the MPI is to have a larger, more attractive project that contractors will pursue more aggressively. This is spoiled if each city awards to whoever is low on their scope of work. Can you confirm the intent is for each participating municipality to award to the overall low bidder?

- ***Answer****: Yes; as with most MPI bids, the municipalities utilize the same lowest priced, responsible and responsive bidder.*

Question 4. In order to provide a price for you're a bid item, we perform a site survey looking at each segment of pipe, popping MH lids to determine our installation plan (combining segments

into one longer install), access, flow, bypass, traffic, etc.... The largest impact on our cost is the installation length as it takes just about as long to install 125' as it does 500' of CIPP. Therefore, it's nearly impossible to price 24" CIPP when there is no scope identified. The $/LF unit cost is directly related to which pipe segment we are asked to line. This question has been raised for the last 10 years on the MPI projects and every time the municipality has confirmed we only need to price the line items with an identified scope & quantity. Can you please confirm we can leave the line items with zero quantity blank?

- ***Answer**: If total quantities are 0, no need to include pricing.*

Question 5: On Map #1 in Glenview, the proposed sanitary sewer line within easements between Lehigh Ave and Waukegan Rd are the same proposed segments that were listed for bid in the 2023 Sewer Lining project. Could the Village please provide explanation to why this segment could not be lined in the previous contract?

- ***Answer**: Village had to complete two point repairs on that line before it could be lined*

Question 6: Do the segments depicted on Map #1 in Glenview require Railroad insurance and Railroad Flaggers?

- ***Answer**: No*

Question 7: Will the Village require the contractor to contain the resin from the creek for the proposed CIPP segments shown on Map #11 in Glenview, which lead out to a creek along Sequoia Trail?

- ***Answer**: Yes, if need be.*

Question 8: What is the Village of Golf's plan to proceed regarding the contractor's access to the manholes, including maneuvering trucks and equipment, for the 5 segments of 8-inch sanitary sewer located on private property, within fences, and around trees/bushes?

- ***Answer**: In previous years the Village has provided access to the structures from the Golf Course during frozen ground conditions. There is similar access available to at least one of the structures. If landscape disturbance is necessary the Village will work with the contractor to determine responsibility but the cost of any restoration from vehicle damage should not be included in the contractors bid. It is however the contractor's responsibility to be cognizant of working within easements and the equipment used should be assumed that access will be limited. The contractor should also anticipate running hose for their steam some distance to access structures and should not assume they could mobilize the boiler next to the structure.*

Question 9: Could the Village of Glencoe provide the drop in elevation from the Park to the Pumphouse for Location 7, where the segments appear to be situated at the top and bottom of a hill?

- ***Answer**: The estimate elevation change for location 7 is 45 feet. The top manhole in the street is approximately at elevation of 651.5 and the bottom manhole on the access ramp is approximately at elevation of 606.5.*

Question 10: Will the contractor have access to bring equipment near the pump station at Location 7 in Glencoe?

- ***Answer**: Yes, there is an access ramp to the bottom manhole from Hazel Ave. The access ramp does provide access for our Water Plant operations and beach facilities, so coordination and scheduling will be necessary to make sure adequate access is available.*

Question 11: Could the City of Rolling Meadows please provide clarification regarding the definition and scope of work for "Item #21 - Service Laterals" included in the base bid? In the City of Rolling Meadows maps, under the Lateral Rehabilitation Schedule, there is a total quantity of 29 CIPP Lateral Liners. There is confusion regarding whether these 29 units should be included in the base bid or the optional bid.

- ***Answer**: The CIPP lateral liner total for the City is 29, split between 8" and 12" mains, and is covered by pay items #38 through #40. Pay Item #21 is a duplicate, leftover from the first quantities submittal, and can be deleted. An updated quantity spreadsheet with #21 is removed.*

Question 12: Will the contractor be required to enter residents' homes for dye testing of the 8-inch sanitary sewer segment located on Millstone Lane in the City of Rolling Meadows?

- ***Answer**: This work includes the Contractor contacting the homeowners, coordinating, and performing the dye test, as well as video recording the test and presenting the findings to the City. The Contractor shall attempt to contact the homeowner a minimum of three attempts. In an instance where the Contractor is not able to contact the homeowner for dye testing after a minimum of 3 attempts, or unable to gain access due to various concerns, Contractor shall televise the lateral from the sewer main to the outside wall of the home, with prior approval of the City.*

Question 13: Will cities will provide a location to dispose of the debris and if not do they have any recommendations?

- ***Glencoe:** Standard cleaning debris can be disposed of at the Village's Public Works Yard at 1900 Frontage Road. Limited construction debris can be disposed at the site. Contractor responsible for disposing of any hazardous material/liquid.*
- ***Prospect Heights:** The Contractor is responsible for debris removal and disposal. The City will not provide a location for debris disposal.*
- ***Glenview**: The Village has its own location to dump debris.*
- ***Golf**: The Contractor is responsible for debris removal and disposal. The Village will not provide a location for debris disposal.*
- ***Rolling Meadows:** If spoils are clean, City of Rolling Meadows will accept debris. Otherwise, the City recommends utilizing the DuPage County of Public Works. The Environmental Division of DuPage County can be contacted at 630-407-6700.*

Question 14: The spec states that all heavy cleaning is to be requested in an email and the city will authorize back by email. What kind of turnaround are we looking at for this?

- ***Glencoe** can provide response within the same work day.*
- ***Prospect Heights:** The City of Prospect Heights does not anticipate any heavy cleaning required. If any heavy cleaning will be required. This information will be provided at the preconstruction meeting. If a location is found to require heavy cleaning in the field, the*

Contractor can work with the field inspector and the Engineer to authorize heavy cleaning while mobilized in the field.

- ***Glenview**: Contact project manager and work will be continued.*
- ***Golf**: Contact project manager and work will be continued.*
- ***Rolling Meadows**: In order to provide residents with ample notice, the City anticipates a turnaround of 1-2 weeks.*

Question 15: Is the Optional Bid truly optional for the bidders to price, or should we treat it as an Alternate bid?

- ***Answer**: The optional bid is optional for bidders.*

Please include a copy of this document in your proposal submittal.

Sincerely,

Zhanna Badasyan
Village of Glenview
Assistant to the Village Manager

Acknowledged and Accepted 240006-4:

Signature: [redacted]
Company: HOERR CONSTRUCTION, INC.

AADDENDUM 5

Purchasing Division
Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

March 5, 2024

ADDENDUM #5 (1pages)
RFB #240006
RFB ON: SANITARY AND STORM SEWER LINING
RFB Due Date: March 8, 2024, 2:00 p.m. CST

Please note Addendum #5 is being sent to all plan-holders in order to provide clarification regarding the quantities for Rolling Meadows.

In the quantities sheet for Rolling Meadows, item number 21 is a duplicate and can be left blank. The CIPP lateral liner total for the City is 29, split between 8" and 12" mains, and is covered by pay items #38 through #40.

Please include a copy of this document in your proposal submittal.

Sincerely,

Zhanna Badasyan
Village of Glenview
Assistant to the Village Manager

Acknowledged and Accepted 240006-5:

Signature: [redacted]
Company: Hoerr Construction, Inc.

AIA Document A310tm - 2010

Bid Bond

Contractor:
(Name, Legal Status and Address)
Hoerr Construction Inc
PO Box 65
Goodfield IL 61742

Surety:
(Name, Legal Status and Principal Place of Business)
West Bend Mutual Insurance Company
1900 S 18th St., P O Box 1995
West Bend WI 53095

Owner:
(Name, Legal Status and Address)
Village of Glenview
2500 East Lake Avenue
Glenview, IL 60026

Bond Amount: Five percent of bid
Project:
(Name, location or address, and Project number, if any)
Sanitary and Storm Sewer Lining (MPI)

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

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

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

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.

The 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.

Signed and sealed this 1st day of March, 2024

HOERR CONSTRUCTION, INC. CORPORATE SEAL ILLINOIS

Hoerr Construction Inc
(Contractor as Principal) *(Seal)*

[redacted]
(Witness)

[redacted]
(Title) Treasurer

West Bend Mutual Insurance Company
(Surety)

[redacted]
(Witness)

[redacted]
(Title) James D. Morgason, Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 1st day of March, 2024 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James D. Morgason

known to me to be Attorney-in-Fact of West Bend Mutual Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

[redacted]

(Notary Public)

CATHERINE L ATER
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON COUNTY
COMMISSION # 694369
MY COMMISSION EXPIRES: MAY 07, 2027

WEST BEND
A MUTUAL INSURANCE COMPANY

THE SILVER LINING®

Bond No. 2567425

POWER OF ATTORNEY

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

James D. Morgason

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:

Twenty Million Dollars ($20,000,000)

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 Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

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

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest [redacted]
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

[redacted]
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

MATTHEW E. CARLTON NOTARY PUBLIC STATE OF WISCONSIN

[redacted]
Matthew E. Carlton
Senior 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 Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 1st day of March, 2024

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

[redacted]
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

GLENVIEW GROUP MPI - 2024 CIPP BID / 2026 PRICING UPDATE							
Item no.	Items	Unit	Quantities	2024 Unit Prices	2025 Unit Prices (+2%)	2026 Unit Prices (+2%)	Total Amount
1	8" CIPP	LF		$ 38.20	$ 38.96	$ 39.74	$ 0.00
2	8" CIPP (easement)	LF		$ 39.20	$ 39.98	$ 40.78	$ 0.00
3	10" CIPP	LF		$ 53.00	$ 54.06	$ 55.14	$ 0.00
4	10" CIPP (easement)	LF					
5	12" CIPP	LF		$ 46.00	$ 46.92	$ 47.86	$ 0.00
6	12" CIPP (easement)	LF		$ 47.00	$ 47.94	$ 48.90	$ 0.00
7	15" CIPP	LF		$ 79.00	$ 80.58	$ 82.19	$ 0.00
8	15" CIPP (easement)	LF					
9	18" CIPP	LF		$ 90.00	$ 91.80	$ 93.64	$ 0.00
10	18" CIPP (easement)	LF					
11	21" CIPP	LF		$ 88.00	$ 89.76	$ 91.56	$ 0.00
12	21" CIPP (easement)	LF					
13	22" CIPP	LF					
14	24" CIPP	LF					
15	24" CIPP (easement)	LF					
16	27" CIPP	LF					
17	27" CIPP (easement)	LF					
18	30" CIPP	LF		$ 159.00	$ 162.18	$ 165.42	$ 0.00
19	33" CIPP	LF					
20	36" CIPP	LF		$ 239.00	$ 243.78	$ 248.66	$ 0.00
21	Service Laterals	Each		$ 100.00	$ 102.00	$ 104.04	$ 0.00
22	Protruding Taps	Each		$ 300.00	$ 306.00	$ 312.12	$ 0.00
23	Heavy Cleaning	LF		$ 3.00	$ 3.06	$ 3.12	$ 0.00
24	Reinstatement of Service- Sanitary	Each		$ 100.00	$ 102.00	$ 104.04	$ 0.00
25	8" End Seals	Each		$ 190.00	$ 193.80	$ 197.68	$ 0.00
26	10" End Seals	Each		$ 220.00	$ 224.40	$ 228.89	$ 0.00
27	12" End Seals	Each		$ 250.00	$ 255.00	$ 260.10	$ 0.00
28	15" End Seals	Each		$ 280.00	$ 285.60	$ 291.31	$ 0.00
29	18" End Seals	Each		$ 310.00	$ 316.20	$ 322.52	$ 0.00
30	20" End Seals	Each					
31	21" End Seals	Each		$ 438.00	$ 446.76	$ 455.70	$ 0.00
32	24" End Seals	Each					
33	27" End Seals	Each					
34	30" End Seals	Each		$ 585.00	$ 596.70	$ 608.63	$ 0.00
35	33" End Seals	Each					
36	36" End Seals	Each		$ 650.00	$ 663.00	$ 676.26	$ 0.00
37	20" x 30" End Seals	Each					
							$ 0

OPTIONAL BID T-LINERS

Item no.	Items	Unit	Quantities	2024 Unit Prices	2025 Unit Prices	2026 Unit Prices	Total Amount
1	Lateral Cleaning, Televising, and CIPP Liner	Each		$ 4,700.00	$ 4794.00	$ 4889.88	$ 0.00
2	Lateral Cleaning, Televising, and CIPP Liner	Each		$ 4,900.00	$ 4998.00	$ 5097.96	$ 0.00
3	Additional CIPP Lateral Liner, 6" (assuming 40ft-50ft)	LF		$ 65.00	$ 66.30	$ 67.63	$ 0.00
4	Added Item - Lateral launch service without lining	Each		N/A	$ 600.00	$ 612.00	$ 0.00

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: _____

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-22-2026: Waiving Bidding and Approving an Agreement with A Lamp Concrete Contractors, Inc. for Post Office Building Demolition and Site Restoration (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
At the October 14, 2025, Village Council Study Session, the Village Council authorized staff to proceed with demolition of the former Post Office building and to temporarily restore the site as open green space, including the addition of limited parking consistent with the adjacent lot configuration.

The approved FY2026 Budget includes $670,000 for demolition and site restoration under Account No. 420.15.01-650 (Downtown and Business Revitalization Fund).

EXECUTIVE SUMMARY:

Background

On October 14, 2025, the Village Council conducted a comprehensive review of the Post Office property and discussed options for its future redevelopment. During that session, the Council evaluated the condition of the building and the feasibility of continued use. Multiple building systems have exceeded their useful life, and the United States Postal Service vacated the property at the conclusion of its lease. Based on these factors, the Council determined that demolition is the most prudent course of action at this time.

Recognizing the importance of long-term redevelopment planning and community engagement, the Council directed staff to demolish the structure and temporarily restore the site until a comprehensive redevelopment plan can be developed with community input.

The Engineering Department presented several restoration concepts. The Council expressed a preference for restoring the site as an open green space with grass and adding a limited number of parking spaces aligned with the existing parking lot layout.

Project Budget

The FY2026 Budget provides funding for the Post Office Demolition and Site Improvement Project as follows:

Building Demolition :	$175,000
Site Leveling :	$25,000
Site Restoration :	$388,500
Electrical & Lighting Improvements :	$50,000 (to be managed by the Water & Electric Department)
Contingency (5%) :	$31,500
Total Budgeted Amount:	$670,000

Project Schedule

The project is structured to ensure site restoration is completed prior to the start of summer (target completion before June 15). The tentative schedule is as follows:

- Site Protection and Fencing – March 16–20
- Fire and Police Training Opportunity – March 23–April 3
- Utility Disconnections – April 6–10
- Environmental Remediation, Demolition, and Site Leveling – April 13–24
- Underground Electrical Work (Water & Electric) – April 27–May 1
- Site Restoration Work – May 4–15
- Installation of Light Poles (Water & Electric) – May 18–22
- Sod Installation (Weather Dependent) – May 25–30

Procurement History

In 2025, staff initially anticipated proceeding with demolition of the Post Office building; however, an extension of the United States Postal Service lease delayed the project. During preparation of the 2025 Street Rehabilitation Program, restoration quantities associated with the Post Office site were incorporated into the bidding documents as an alternate bid item. A Lamp Concrete Contractors submitted the lowest responsive bid and provided competitive unit pricing for the restoration components. These figures were subsequently used in preparing the FY2026 budget for the full demolition and site improvement project.

Staff later contacted Golgroup Excavating, a contractor that has previously performed successful demolition work for the Village, including the 1205 Sunset property as part of the Crow Island Stormwater Storage and Conveyance Project. The FY2026 demolition budget was developed using Golgroup's prior proposal. Earlier this year, however, Golgroup informed staff that due to operational constraints, they would be unable to undertake the project.

Given the importance of maintaining the project schedule and completing restoration prior to the summer season, staff evaluated alternative procurement options that would minimize delays and provide cost certainty. Based on A Lamp's previously bid unit pricing, familiarity with the site restoration quantities, and demonstrated performance on Village projects, staff engaged A Lamp Concrete Contractors to provide a proposal for the full scope of demolition and site restoration.

A Lamp Proposal

A Lamp's proposal includes:

- Demolition of the existing building and foundation
- Removal of the existing parking lot and pavement
- Proper disposal of materials and environmental coordination
- Site grading to match surrounding elevations

- Restoration in accordance with the Council-approved concept plan, including green space and parking improvements

A Lamp Concrete Contractors has an established and successful track record with the Village. The firm has completed the 2021 through 2025 Street Rehabilitation Programs, as well as all Central Business District streetscape improvements, delivering projects on schedule and within budget. Their experience working in the Central Business District is particularly relevant, as it requires careful staging, traffic coordination, and sensitivity to surrounding businesses and residents.

Timely completion of the Post Office demolition and site restoration is important to the community for several reasons. The vacant structure represents an underutilized and deteriorating property in a prominent downtown location. Proceeding promptly with demolition eliminates potential safety concerns, improves aesthetics, and restores the site to a usable condition while the Village develops a long-term redevelopment plan with community input. Completing the project prior to the summer season ensures the site does not remain in a partially demolished or disrupted condition during a period of increased pedestrian activity and downtown events.

Engaging A Lamp allows the Village to leverage an experienced, trusted contractor that is already mobilized within the community, understands Village expectations, and has demonstrated the capacity to meet aggressive timelines. Their familiarity with Village standards and established working relationships with staff reduce project risk and support efficient delivery.

Based on prior competitive pricing, proven performance, and the need to complete the work in a timely and coordinated manner, staff determined that awarding the contract to A Lamp Concrete Contractors represents the most practical and responsible course of action while remaining within the approved FY2026 budget.

RECOMMENDATION:
Staff recommends that the Village Council approve Resolution No. R-22-2026, which approves waiving of formal bidding and awarding the contract to A Lamp Concrete Contractors for the Post Office Building Demolition and Site Restoration Project for an amount not to exceed $584,849.

ATTACHMENTS:
1. Attachment 1: Resolution No. R-22-2026: Approving Agreement with A Lamp for Post Office Building Demolition and Site Restoration
2. Attachment 2: A Lamp Concrete Contractors, Inc. Proposal
3. Attachment 3: Proposed Site Restoration Plan

ATTACHMENT 1

RESOLUTION NO. R-22-2026

A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH A LAMP CONCRETE CONTRACTORS, INC. FOR POST OFFICE BUILDING DEMOLITION AND SITE RESTORATION

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

WHEREAS, the Village has appropriated funds for the Post Office Building Demolition and Site Restoration on Chestnut Street (***"Project"***), which Project includes, without limitation, demolition and removal of the existing building structure of the post office building per proposed plans, removal of rear parking lot and backfilling to match the existing grade and restoring the site with grass and additional parking as per proposed plans ("***Services***"); and

WHEREAS, the Village requested a proposal from A Lamp Concrete Contractors, Inc. ("***Contractor***") to perform the Services for the Project; and

WHEREAS, Contractor submitted a proposal to the Village for the performance of the Services in an amount not to exceed $584,849; and

WHEREAS, Contractor has performed services for the Village in the past, to the Village's satisfaction; and

WHEREAS, the Village has determined that the proposal from Contractor to perform the Services for the Project best meets the needs of the Village; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Services 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; and (ii) enter into an agreement with Contractor to provide the Services for the Project in an amount not to exceed $584,849.00 (***"Agreement"***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Services; and (ii) enter into the Agreement with Contractor to provide the Services;

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

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

SECTION 2: 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 Services for the Project.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement 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 between the Village and Contractor 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 3rd day of March 2026, pursuant to the following roll call vote:

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

Signed

_____
Village President

Countersigned:

_____
Village Clerk

EXHIBIT A

AGREEMENT

VILLAGE OF WINNETKA

CONTRACT FOR THE CONSTRUCTION OF POST OFFICE DEMO AND SITE RESTORATION

Contract Number: 026-002

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF POST OFFICE DEMO AND SITE RESTORATION

Contract Number: 026-002

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Contractor's Certification

Attachment A: Supplemental Schedule of Contract Terms

Attachment B: Specifications

Attachment C: List of Drawings

Appendix 1: Prevailing Wage Ordinance

Appendix 2: Schedule of Quantities

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF POST OFFICE DEMO AND SITE RESTORATION

Contract Number: 026-002

In consideration of the mutual promises set forth below, the Village of Winnetka, 1390 Willow Road, Winnetka, Illinois, 60093 ("*Owner*"), and Alamp Concrete Contractor (**"***Contractor*"), make this Contract as of March 3rd, 20 26, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

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

5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide ***[three]*** complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2" x 11". Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

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

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

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

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

Contractor hereby represents ands 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:

	with a copy to:
Village of Winnetka	Elrod Friedman LLP
510 Green Bay Road	325 N LaSalle Street, Suite 450
Winnetka, IL 60093	Chicago, Illinois 60654
Attention: Timothy Sloth	Attention: Peter M. Friedman

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

	with a copy to:
Contractor Name:	A Lamp Concrete Contractors, Inc.
Contractor Address:	1900 Wright Blvd.
	Schaumburg, IL 60193

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

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

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

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka of _____

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Alamp Concrete Contractor, Inc

By: [redacted]

Name: Tracy Lampignano

Title: President

Attest: [redacted]

By: _____

Name: Jeff Moyer

Title: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

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: February 23, 2026.

Alamp Co[redacted]Inc

By: [redacted]

Name: Tracy Lampignano

Title: President

A LAMP CONCRETE CONTRACTORS INC. CORPORATE SEAL ILLINOIS

Attest:

By: [redacted]

Name: Jeff Moyer

Title: Vice President

Subscribed and Sworn to before me on February 23, 2026.

My Commission expires: 05/09/2028

[redacted]

Notary Public

(SEAL)

OFFICIAL SEAL
NICOLE ANNE ENGELKING
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 990476
MY COMMISSION EXPIRES MAY 09, 2028



A LAMP CONCRETE CONTRACTORS, INC.
1900 WRIGHT BOULEVARD
SCHAUMBURG, IL 60193
OFFICE: 847-891-6000 FAX: 847-891-1873

To:	Village of Winnetka	**Contact:**	Jim Bernahl
Address:	c/o Finance Department, 510 Green Bay Road	**Phone:**	(847) 501-6000
	Winnetka, IL 60093	**Fax:**	(847) 716-3561
Project Name:	WINNETKA - POST OFFICE DEMOLITION & RESTORATION	**Bid Number:**	
Project Location:		**Bid Date:**	2/20/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	EARTH EXCAVATION- 14" (SPECIAL)	250.000	CY	$55.00	$13,750.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	624.000	SY	$2.25	$1,404.00
3	AGGREGATE BASE COURSE, TYPE B, 6"	104.000	CY	$115.00	$11,960.00
4	HOT MIX ASPHALT BINDER COURSE, IL-19, N50, 6"	231.000	TON	$125.00	$28,875.00
5	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50, 2"	527.000	TON	$135.00	$71,145.00
6	HOT MIX ASPHALT SURFACE REMOVAL (MILLING)	3,655.000	SY	$5.25	$19,188.75
7	BITUMINOUS MATERIAL (PRIME COAT)	20.000	GAL	$5.00	$100.00
8	AGGREGATE (PRIME COAT)	1.000	TON	$100.00	$100.00
9	PCC SIDEWALK REMOVAL & REPLACEMENT, 5"	3,420.000	SF	$15.00	$51,300.00
10	COMBINATION CONCRETE CURB & GUTTER	750.000	FOOT	$50.00	$37,500.00
11	THERMOPLASTIC PAVEMENT MARKING-LINE, 4" WHITE/YELLOW	2,636.000	FOOT	$1.35	$3,558.60
12	THERMOPLASTIC PAVEMENT MARKING-LINE, 6" WHITE/YELLOW	80.000	FOOT	$1.85	$148.00
13	THERMOPLASTIC PAVEMENT MARKING-LINE, 12" WHITE/YELLOW	80.000	FOOT	$3.60	$288.00
14	THERMOPLASTIC PAVEMENT MARKING-LINE, 24" WHITE/YELLOW	20.000	FOOT	$7.25	$145.00
15	THERMOPLASTIC PAVEMENT MARKING-LETTERS & SYMBOLS	100.000	SF	$16.50	$1,650.00
16	CATCH BASINS, TYPE D, 2' DIA., WITH FRAME & GRATE	1.000	EACH	$5,400.00	$5,400.00
17	INLETS, TYPE A, WITH FRAME & GRATE	2.000	EACH	$5,400.00	$10,800.00
18	STORM SEWERS, PVC SDR 26, 6"	150.000	FOOT	$150.00	$22,500.00
19	STORM SEWERS, PVC SDR 26, 8"	75.000	FOOT	$170.00	$12,750.00
20	MANHOLE/ CATCH BASIN TO BE ADJUSTED	2.000	EACH	$1,150.00	$2,300.00
21	TOPSOIL FURNISH & PLACE - 6"	350.000	CY	$65.00	$22,750.00
22	SODDING - 4FT ROLLS	2,100.000	SY	$12.00	$25,200.00
23	RPZ AND WATER SERVICE CONNECTION	1.000	LS	$10,000.00	$10,000.00
24	TRAFFIC CONTROL & PROTECTION STANDARDS	1.000	LS	$35,000.65	$35,000.65
25	DEMOLITION COST	1.000	LS	$170,286.00	$170,286.00
26	ENVIRONMENTAL (ASBESTOS ABATEMENT)	1.000	LS	$26,750.00	$26,750.00

Total Bid Price: $584,849.00

Notes:

- The above pricing excludes specialty insurance policies.
- The pricing is based on straight time hours. No overtime work is included.
- No modification to this proposal without prior consent from A Lamp Concrete Contractors, Inc.
- Pricing includes 1 mobilization. Any additional mobilizations will incur additional costs.

- The scope of demolition work includes the following:
  - Provide 6' chainlink fence with screen around perimeter
  - Demolish and remove existing structure
  - Remove rear parking lot and foundation walls
  - Fill and compact building and parking lot footprint to match surrounding grades.
- Asbestos abatement to be performed by Vortex Environmental, Inc.
- Work must be completed 5.31.2026

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**A Lamp Concrete**
Buyer: _____	**Authorized Signature:** [redacted]
Signature: _____	**Estimator:** Jeff Moyer (847) 891-6000 jmoyer@alampconcrete.com
Date of Acceptance: _____	

ATTACHMENT 3



G:\ENG\POST OFFICE PROPERTY\2026 POST OFFICE SITE RESTORATION – CONSTRUCTION\CAD\FINAL OPTION POST OFFICE – EXHIBIT.DWG Layout1 Proposed Exhibit
Plotted: 2/11/2026 10:35 AM By: OKHALID

CONSULTANTS	REVISED –
	REVISED –
	REVISED –
	REVISED –

VILLAGE OF WINNETKA
2026 POST OFFICE SITE RESTORATION

PROPOSED PLAN EXHIBIT

SCALE: AS NOTED | PROJECT NO:

DESIGNED – OK	
DRAWN – OK	
CHECKED –	
DATE – JAN 2026	

TOTAL SHEETS	SHEET NO.
6	8

Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-23-2026: Approving a Contract with Yellowstone Landscape for the Purchase and Planting of Parkway Trees (Adoption)

PRESENTER: Andrew Lueck

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The FY 2026 Village budget contains $70,000 for planting trees on Village parkways and rights-of-way, in account 100.35.26-545.

EXECUTIVE SUMMARY:
On February 12, 2026, the Village held a bid opening for the 2026 Tree Planting Program request for bids. The program includes the planting of approximately 202 trees on Village parkways in 2026. The request called for itemized pricing of various tree species at specified sizes and quantities. Three firms responded to the request, and their bids are summarized as follows:

Yellowstone Landscape Group - $58,648 total cost (170 trees). $344.99 per tree
Arthur Weiler - $72,180 total cost (174 trees) $414.83 per tree
Superior Enterprises - $217,790 total cost (200 trees). $1088.95 per tree

Yellowstone provided the lowest bid on 45 species-size combinations, with an associated quantity of 160 trees. Arthur Weiler provided the lowest bid on 11 species-size combinations, with an associated quantity of 27 trees. Superior Enterprises did not provide the lowest bid on any species-size combination. The number of trees shown for each bid indicates the number of trees in each species-size combination for which a bid was provided by each firm.

The total cost provided by Yellowstone for 2026 only accounted for the planting of 170 trees, as no bid was provided for 15 size-species combinations (32 trees). At Yellowstone's average cost per tree of $344.99, the total cost to install 202 trees in the Village in 2026 would be $69,687.98. The Village has not previously contracted with Yellowstone Landscapes, but the firm has performed similar work for nearby municipalities and references gave a favorable review of their performance. Also, trees for the contract will be provided through Goodmark Nurseries which previously provided trees for the Village parkway tree planting program from 2018-2022 in a satisfactory manner.

Village staff recommends awarding the 2026 Village Tree Planting Program contract to Yellowstone Landscape Group. Resolution R-23-2026 awards a contract to Yellowstone Landscape Group for Parkway Tree Planting in the amount not to exceed $70,000.

RECOMMENDATION:

Consider adopting Resolution No. R-23-2026 awarding a contract to Yellowstone Landscape Group for Parkway Tree Planting in an amount not to exceed $70,000, with the option to extend the contract into 2027 and 2028.

ATTACHMENTS:

1. Attachment 1: Resolution No. R-23-2026: Approving a Contract with Yellowstone Landscape for the Purchase and Planting of Parkway Trees
2. Attachment 2: 2026 Parkway Tree Planting Bid Tab

ATTACHMENT 1

RESOLUTION NO. R-23-2026

A RESOLUTION APPROVING A CONTRACT WITH YELLOWSTONE LANDSCAPE FOR THE PURCHASE AND PLANTING OF PARKWAY TREES

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 No. 026-004 for the purchase and planting of trees on Village-owned parkways (***"Work"***); and

WHEREAS, the Village received bids for the Work and opened the bids on February 12, 2026; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Yellowstone Landscape (***"Contractor"***) is the lowest responsive and responsible bidder to provide the Work; 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 provide the Work to the Village in an amount not to exceed $70,000 annually (***"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 Manager.

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

SECTION 4: 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 2027 and 2028 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 Extensions.

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 3rd day of March, 2026, pursuant to the following roll call vote:

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

Signed

_____
Village President

Countersigned:

_____
Village Clerk

EXHIBIT A

CONTRACT

VILLAGE OF WINNETKA

RFB #026-004

CONTRACT FOR

2026 Tree Planting Program

Full Name of Bidder Yellowstone Landscape ("Bidder")
Principal Office Address 3235 N State St, Bunnell, FL 32110
Local Office Address 250 N Garden Ave, Roselle, IL 60172
Contact Person Aleks Tucker Telephone Number 847-987-8806

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Deputy Chief Financial Officer

*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 ***2026 Tree Planting Program***.

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 ***December 15, 2026.***

4. Financial Assurance

A. Bonds. No bid bond required.

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, 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: February 11, 2026.

Bidder's Status: (X) Florida (State) Corporation ( ) _____ (State) Partnership ( ) Individual Proprietor

Bidder's Name:

Yellowstone Landscape

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

[redacted]

(corporate seal)
(if corporation)

Printed Name: Aleksander Tucker

Title/Position: Business Development Manager

Bidder's Business Address:

250 N Gardem Ave, Roselle, IL 60172

Bidder's Business Telephone: 630-351-4336 Facsimile: _____

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

NAME	TITLE	ADDRESS
Harry Lamberton	CEO	3235 N State St, Bunnell, FL 32110
Timothy Sherman	CFO	3235 N State St, Bunnell, FL 32110
Elise Johnson	VP HR	3235 N State St, Bunnell, FL 32110
Blaine Peterson	VP sales	3235 N State St, Bunnell, FL 32110

SCHEDULE OF PRICES

PARKWAY TREE SPECIES	DIAMETER SIZE	APPROX. QTY.	FURNISHED AND PLANTED TOTAL COST PER TREE
Bald Cypress	2"	4	$ 326 $ 1304
(Taxodium distichum)	3"	1	$ 443 $ 443
Beech (Fagus sylvatica)	2"	4	$ 420 $ 1680
	3"	1	$ $
Birch, Whitespire	2"	2	$ 311 $ 622
(Betula populifolia) "Whitespire"	3"	1	$ $ 1640
Blackgum	2"	4	$ 410 $ 1640
(Nyssa sylvatica)	3"	1	$ $
Buckeye, Ohio	2"	5	$ 326 $ 1630
(Aesculus glabra)	3"	2	$ $
Buckeye, red (Aesculus pavia)	2"	4	$ 326 $ 1304
Catalpa	2"	6	$ 326 $ 1956
(Catalpa speciosa)	3"	2	$ 421 $ 842
Crabapple, red jewel (Malus Jewel Cole)	2"	3	$ 285 $ 855
Crabapple, Royal Raindrop (Malus „JKS-KW5")	2"	3	$ 285 $ 855
Dawn redwood	2"	5	$ 326 $ 1630
(Metasequoia glyptostroboides)	3"	2	$ 417 $ 834
Dogwood, corneilan cherry (Cornus mas)	2"	4	$ 318 $ 1272
Elm Hybrid (Ulmus sp.)	2"	4	$ 292 $ 1168
'Princeton', 'New Horizon 'Triumph', 'Frontier'	3"	1	$ 387 $ 387
Ginkgo	2"	6	$ 440 $ 2640
(Ginkgo Biloba Male only)	3"	2	$ 570 $ 1140
Hackberry	2"	9	$ 318 $ 2862
(Celtis occidentalis)	3"	2	$ 402 $ 804
Hickory, bitternut (Carya cordiformis)	2"	3	$ $

Hickory, shagbark (Carya ovata)	2" 3"	4 1	$ _____ $ _____	$ _____ $ _____
Hophornbeam (Ostrya virginiana)	2"	4	$ _____	$ _____
Hornbeam, American (Carpinus caroliniana)	2" 3"	4 2	$ 311 $ _____	$ 1244 $ _____
Hornbeam, European upright (Carpinus betulus "Fastigata")	2"	4	$ 311	$ 1244
Horsechestnut (Aesculus hippocastanum)	2"	4	$ 326	$ 1304
Katsura tree (Cercidiphyllum japonicum)	2"	4	$ _____	$ _____
Kentucky Coffeetree (Gymnocladus dioicus)	2" 3"	6 2	$ 326 $ 443	$ 1956 $ 886
Lilac, Japanese Tree (Syringa reticulata) 'Ivory Silk' 'Bailnce'	2"	7	$ 326	$ 2282
Lilac, Peking (Syringa pekinensis)	2"	2	$ 311	$ 622
Linden Silver (Tilia tomentosa)	2"	2	$ 315	$ 630
London Planetree (Platanus x acerifolia) "Morton Circle, "Bloodgood"	2" 3"	5 2	$ 283 $ 410	$ 1415 $ 820
Magnolia – Tree Form (Magnolia sp.)	2"	2	$ _____	$ _____
Maple, Tatarian (Acer tataricum	2"	3	$ 283	$ 849
Maple, State Street (*Acer miyabei* 'Morton' STATE STREET)	2" 3"	3 4	$ 311 402	$ 933 1608
Maple, Sugar (Acer saccharum "Balista" "Barrett Cole""Morton	2" 3"	3 1	$ 318 $ _____	$ 954 $ _____
Oak, Chinquapin (Quercus muehlenbergii)	2" 3"	6 2	$ 440 $ _____	$ 2640 $ _____
Oak, Shingle (Quercus imbricaria)	2" 3"	4 2	$ 322 $ 406	$ 1288 $ 812

Oak, regal prince	2"	2	$ 322	$ 644
(Quercus robur x bicolor "Long")	3"	2	$ 440	$ 880
Oak, Swamp White (Quercus bicolor)	3"	1	$ 390	$ 390
Planetree (Platanus x acerifolia)	2"	4	$ 283	$ 1132
Redbud, Eastern (Cercus canadensis)	2"	5	$ 322	$ 1610
Serviceberry (Amelanchier laevis, Amelanchier x grandiflora "Autumn Brilliance")	2"	5	$ 315	$ 1575
Sweetgum	2"	4	$ 326	$ 1304
(Liqnidambar styraciaflua)	3"	2	$	$
Tuliptree	2"	4	$ 326	$ 1304
(Liriodendron tulipifera)	3"	2	$	$
Yellowwood	2"	5	$ 318	$ 1590
(Caldrastis kentukea)	3"	2	$ 432	$ 864
Grand Total			$ 57,344.00	

VILLAGE OF WINNETKA
CONTRACT FOR 2026 TREE PLANTING PROGRAM

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

Aleksander Tucker ("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: landscaping, snow removal, tree care

2. Composition of Work

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

0 % Federal	100 % As Contractor	100 % Bidder's Forces
20 % Other Public	0 % As Subcontractor	0 % Subcontractors
80 % Private		0 % 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: 18 years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS
Acres Group	610 W Liberty St, Wauconda, IL 60085	40

5. Business Licenses

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION

6. Related Experience

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

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	Skokie	Buffalo Grove	Crystal Lake
Owner Address	5127 Oakton St 2nd floor, Skokie, IL	50 Raupp Blvd , Buffalo Grove, IL	100 W Woodstock St, Crystal Lak IL
Reference	Cathy Stevens	Tom Milas	Jim Veugeler
Telephone Number	847-673-0500	847-459-2500	815-459-2020
Type of Work	tree planting	tree planting	tree planting

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)			
Amount of Contract	120,000	133,000	70,000
Date Completed	current contract	current contract	current contract

DATED: February 11, 20 26.

Bidder

By: [redacted]

Title: Business Development Manager

Attest

By: [redacted]

Title: Landscape Designer

Subscribed and Sworn to before me on Feb 11th, 20 26.

[redacted]

Notary Public

My commission expires: July 18th, 20 27

[illegible] SEAL
[illegible] ER PERALES
Notary Public, State of Illinois
Commission No. 975176
My Commission Expires July 18, 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: _____

ATTACHMENT 2

2026 Parkway Tree Planting Bids - Price per Tree Installed

0.00 = No bid

Species	Size	Est Qty.	Weiler	Weiler Total	Yellowstone	Yellowstone Total	Superior Enterprises	Superior Total
Bald Cypress	2"	4	380.00	1,520.00	326.00	1,304.00	1,100.00	4,400.00
	3"	1	500.00	500.00	443.00	443.00	1,300.00	1,300.00
Beech	2"	4	380.00	1,520.00	420.00	1,680.00	1,100.00	4,400.00
	3"	1	500.00	500.00	0.00	0.00	1,300.00	1,300.00
Birch, Whitespire	2"	2	380.00	760.00	311.00	622.00	1,000.00	2,000.00
	3"	1	500.00	500.00	0.00	0.00	1,200.00	1,200.00
Blackgum	2"	4	0.00	0.00	410.00	1,640.00	1,100.00	4,400.00
	3"	1	0.00	0.00	0.00	0.00	1,300.00	1,300.00
Buckeye, Ohio	2"	5	380.00	1,900.00	326.00	1,630.00	1,300.00	6,500.00
	3"	2	500.00	1,000.00	0.00	0.00	1,400.00	2,800.00
Buckeye, Red	2"	4	400.00	1,600.00	326.00	1,304.00	1,100.00	4,400.00
Catalpa	2"	6	380.00	2,280.00	326	1,956.00	1,200.00	7,200.00
	3"	2	500.00	1,000.00	421.00	842.00	1,300.00	2,600.00
Crabapple, red jewel	2"	3	370.00	1,110.00	285.00	855.00	950.00	2,850.00
Crabapple, Royal Raindrop	2"	3	370.00	1,110.00	285.00	855.00	950.00	2,850.00
Dawn redwood	2"	5	380.00	1,900.00	326.00	1,630.00	950.00	4,750.00
	3"	2	500.00	1,000.00	417.00	834.00	1,100.00	2,200.00
Dogwood, corneilan cherry	2"	4	400	1,600.00	318.00	1,272.00	950.00	3,800.00
Elm, Hybrid	2"	4	380.00	1,520.00	292.00	1,168.00	1,100.00	4,400.00
	3"	1	500.00	500.00	387.00	387.00	1,200.00	1,200.00
Ginkgo	2"	6	0.00	0.00	440.00	2,640.00	1,000.00	6,000.00
	3"	2	0.00	0.00	570.00	1,140.00	1,100.00	2,200.00
Hackberry	2"	9	380.00	3,420.00	318.00	2,862.00	900.00	8,100.00
	3"	2	500.00	1,000.00	402.00	804.00	1,100.00	2,200.00
Hickory, bitternut	2"	3	0.00	0.00	0.00	0.00	1,100.00	3,300.00
Hickory, shagbark	2"	4	0.00	0.00	0.00	0.00	1,100.00	4,400.00
	3"	1	0.00	0.00	0.00	0.00	1,200.00	1,200.00
Hophornbeam	2"	4	380.00	1,520.00	0.00	0.00	900.00	3,600.00
Hornbeam, American	2"	4	380.00	1,520.00	311.00	1,244.00	900.00	3,600.00
	3"	2	550.00	1,100.00	0.00	0.00	1,200.00	2,400.00
Hornbeam, European upright	2"	4	380.00	1,520.00	311.00	1,244.00	1,100.00	4,400.00
Horsechestnut	2"	4	380.00	1,520.00	326.00	1,304.00	1,200.00	4,800.00
Katsura tree	2"	4	0.00	0.00	0.00	0.00	1,200.00	4,800.00
Kentucky Coffeetree	2"	6	380.00	2,280.00	326.00	1,956.00	900.00	5,400.00
	3"	2	600.00	1,200.00	443.00	886.00	1,000.00	2,000.00
Lilac, Japanese Tree	2"	7	380.00	2,660.00	326.00	2,282.00	1,100.00	7,700.00
Lilac, Peking	2"	2	380.00	760.00	311.00	622.00	900.00	1,800.00
Linden, Silver	2"	2	380.00	760.00	315.00	630.00	900.00	1,800.00
London Planetree	2"	5	380.00	1,900.00	283.00	1,415.00	1,100.00	5,500.00
	3"	2	550.00	1,100.00	410.00	820.00	1,200.00	2,400.00
Magnolia - Tree Form	2"	2	400.00	800.00	0.00	0.00	1,100.00	2,200.00
Maple, Tatarian	2"	3	0.00	0.00	283.00	849.00	1,000.00	3,000.00

Maple, State street	2"	3	380.00	1,140.00	311.00	933.00	980.00	2,940.00
	3"	4	500.00	2,000.00	402.00	1,608.00	1,200.00	4,800.00
Maple, Sugar	2"	3	380.00	1,140.00	318.00	954.00	1,100.00	3,300.00
	3"	1	550.00	550.00	0.00	0.00	1,200.00	1,200.00
Oak, Chinquapin	2"	6	380.00	2,280.00	440.00	2,640.00	1,100.00	6,600.00
	3"	2	550.00	1,100.00	0.00	0.00	1,200.00	2,400.00
Oak, Shingle	2"	4	380.00	1,520.00	322.00	1,288.00	1,100.00	4,400.00
	3"	2	550.00	1,100.00	406.00	812.00	1,200.00	2,400.00
Oak, Regal Prince	2"	2	380.00	760.00	322.00	644.00	1,100.00	2,200.00
	3"	2	550.00	1,100.00	440.00	880.00	1,200.00	2,400.00
Swamp White Oak	3"	1	550.00	550.00	390.00	390.00	1,200.00	1,200.00
Planetree	2"	4	380.00	1,520.00	283.00	1,132.00	1,100.00	4,400.00
Redbud, Eastern	2"	5	400.00	2,000.00	322.00	1,610.00	900.00	4,500.00
Serviceberry	2"	5	380.00	1,900.00	315.00	1,575.00	980.00	4,900.00
Sweetgum	2"	4	380.00	1,520.00	326.00	1,304.00	1,100.00	4,400.00
	3"	2	600.00	1,200.00	0.00	0.00	1,200.00	2,400.00
Tuliptree	2"	4	380.00	1,520.00	326.00	1,304.00	1,100.00	4,400.00
	3"	2	600.00	1,200.00	0.00	0.00	1,200.00	2,400.00
Yellowwood	2"	5	400.00	2,000.00	318.00	1,590.00	1,100.00	5,500.00
	3"	2	600.00	1,200.00	432.00	864.00	1,200.00	2,400.00
Total				72,180.00		58,648.00		217,790.00

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-25-2026: Waiving Bidding and Approving the Disposal of Public Works Equipment and the Purchase of New Public Works Equipment from Burris Equipment (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
As part of the Fiscal Year 2026 budget, a total of $86,150 was budgeted for the replacement of Unit 39 (an asphalt roller) and Unit 123 (a Streets Division trailer).

EXECUTIVE SUMMARY:
As part of the annual budget and capital improvement process, the Public Works Department evaluates the current condition of its fleet and budgets for replacements as appropriate. The Fiscal Year 2026 budget includes funds for the replacement of Unit 39 (a 1999 Virbomax asphalt roller) and Unit 123 (a 1990 Multitek trailer utilized primarily to transport the roller though it could perform other functions). Both units have exceeded their useful life. The roller has been maintained but its condition is steadily decreasing while the trailer utilizes an older, manual ramping system that is much less safe and time-efficient than current hydraulic systems.

Typically, when seeking to replace these units, staff looks for a purchasing cooperative agreement. However, in review, staff found that Burris Equipment ("Burris") has a 2024 Wacker Roller available for sale at a significantly discounted price ($50,000 on a manufacturer's suggested retail price of $79,350). Staff inspected the unit and found it to be in new condition and determined that it would be able to meet the Village's needs. The unit also has a new warranty comparable to any 2025 unit. In the course of reviewing this unit, staff also found that Burris has two utility flatbed trailers available (one 14-foot and one 18-foot) for sale for a total of $32,239. This would allow the Village to dispose of both of its older Multitek trailers (Units 123 and 124) and replace them with safer modern units. In addition to the safety considerations, the new units' hitches would be compatible with a greater array of trucks than the Multitek units were. This feature would allow the units to be utilized in more operations, expanding their usefulness and interoperability. While each individual piece of equipment is less than $50,000, since the total purchase from Burris Equipment is above $50,000 we are bringing this item forward for Council approval.

The Fiscal Year 2026 Budget contains $66,150 in General Fund Account No. 100.30.01-625 (Heavy Machinery) and $20,000 in Account No. 100,30.22-542 ("Vehicles, Parts and Equipment") for the combined purchases. The proposed purchase cost of all these items including trade-ins is $79,239 for an expenditure below budget in the amount of $6,911.

RECOMMENDATION:

Consider Adopting Resolution No. R-25-2026, Waiving Bidding and Approving the Disposal of Public Works Equipment and the Purchase of New Public Works Equipment from Burris Equipment.

ATTACHMENTS:

1. Resolution No. R-25-2026: Waiving Bidding, Approving Disposal and Purchase of Public Works Equipment

RESOLUTION NO. R-25-2026

A RESOLUTION WAIVING BIDDING AND APPROVING THE DISPOSAL OF PUBLIC WORKS EQUIPMENT AND THE PURCHASE OF NEW PUBLIC WORKS EQUIPMENT FROM BURRIS EQUIPMENT

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

WHEREAS, the Village Public Works Department (***"Department"***) has identified the need to purchase one new pavement roller and two new work trailers (collectively, the ***"New Equipment"***) to replace one older pavement roller (unit #39) and two older work trailers (collectively, the ***"Old Equipment"***); and

WHEREAS, the Village obtained a quote (***"Quote"***) from Burris Equipment (***"Burris"***) for the purchase of the New Equipment, with a purchase price in the total amount of $79,239.00; and

WHEREAS, the New Equipment is much safer to operate than the Old Equipment and Burris is able to offer the Village the New Equipment, in new condition that meets the Village's needs, at a significant discount; and

WHEREAS, further, the Department has determined the Old Equipment is surplus property, and is therefore no longer necessary or useful to the Village; and

WHEREAS, Village staff has recommended that the Village Council waive competitive bidding for the purchase of the New Equipment pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to approve the disposal of the Old Equipment and waive competitive bidding for the purchase of the New Equipment from Burris;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to 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 New Equipment.

SECTION 3: AUTHORIZATION TO DISPOSE OF OLD EQUIPMENT. Pursuant to the Village's home rule authority, the Village Council hereby deems the Old Equipment to be no longer necessary or useful to, or for the best interests of, the Village, and hereby authorizes the Village Manager, or the Manager's designee, to dispose of the Old Equipment.

SECTION 4: APPROVAL OF PURCHASE OF NEW EQUIPMENT. The Village Council hereby approves the purchase by the Village of the New Equipment from Burris, in an amount not to exceed $79,239.00, in accordance with the Quote attached to this Resolution as **Exhibit A.**

SECTION 5: EXECUTION OF REQUIRED DOCUMENTS. The Village President and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all purchase orders and documents necessary to complete the disposition of the Old Equipment authorized pursuant to Section 3 of this Resolution and the purchase of the New Equipment authorized pursuant to Section 4 of this Resolution.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this ____ day of March, 2026, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

Quote

Construction & Landscape Equipment Specialists
www.burrisequipment.com

#N/A

Waukegan:
2216 N. Greenbay Road
Waukegan, IL 60087
(847) 336-1205
(847) 336-2697 - Fax

Lakemoor:
27939 W. Concrete Drive
Ingleside, IL 60041
(815) 363-4100
(815) 363-4109 - Fax

Joliet:
2001 Cherry Hill Road
Joliet, IL 60433
(815) 464-6650
(815) 464-6951 - Fax

Date: 2/4/2026
Rev:

Invoice To: C00028072
Ship To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA,60093,IL
Attn: Mark Zalewski
Ph # 224-629-3826
Cell #
Email mzalewski@winnetka.org

We are pleased to submit this quote for your consideration:

Qty	Code	Description	List Price	Sale Price
1	**U-14**	14' Twin Axle Flatbed Utility Trailer		14,249.00
	14,000 GVWR 10,000 Payload	Frame, Systems Box, Work Light, Steel Fenders With Grease Zerks, Treated Pine Decking, 80" Deck Width,7K lbs Manual Jack, 12V Battery, 15' Extension Cord Actuation, LED Lights, Electric Brakes (Both Axles), Stake Bed Pockets, Rub Rail, 6-Welded D-Rings, Dual Side Locking Mechanism, 2 - 7K lbs Torsion Axles, Safety Chains, 8 Lug 235/85R16E Tires (x4)		
1	A0009	Solar Trickle Charger		189.00
1	A0017	Hardwood Deck Flooring - Oak/Ash (adder)		299.00
1	A0051	Pintel Coupler		50.00
			Factory Freight & Prep	900.00
			Sub-Total:	15,687.00
			Sales Tax:	
			Grand Total:	**$15,687.00**

Notes:

Quote Good Thru: **30 days**

George O'Hara
george.ohara@burrisequipment.com
CELL # (708) 514-0823
Burris Equipment Co.

Order Accepted:

Customer Signature Date Sales Representatives Signature Date

Sales Service Rentals Parts

Construction & Landscape Equipment Specialists
www.burrisequipment.com

#N/A

Waukegan:
2216 N. Greenbay Road
Waukegan, IL 60087
(847) 336-1205
(847) 336-2697 - Fax

Lakemoor:
27939 W. Concrete Drive
Ingleside, IL 60041
(815) 363-4100
(815) 363-4109 - Fax

Joliet:
2001 Cherry Hill Road
Joliet, IL 60433
(815) 464-6650
(815) 464-6951 - Fax

Date: 2/4/2026
Rev:

Invoice To: C00028072
Ship To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA,60093,IL
Attn: Mark Zalewski
Ph # 224-629-3826
Cell #
Email mzalewski@winnetka.org

We are pleased to submit this quote for your consideration:

Qty	Code	Description	List Price	Sale Price
1	**U-19**	18' Twin Axle Flatbed Utility Trailer		15,104.00
	14,000 GVWR 10,000 Payload	Frame, Systems Box, Work Light, Steel Fenders With Grease Zerks, Treated Pine Decking, 80" Deck Width,7K lbs Manual Jack, 12V Battery, 15' Extension Cord Actuation, LED Lights, Electric Brakes (Both Axles), Stake Bed Pockets, Rub Rail, 6-Welded D-Rings, Dual Side Locking Mechanism, 2 - 7K lbs Torsion Axles, Safety Chains, 8 Lug 235/85R16E Tires (x4)		
1	A0009	Solar Trickle Charger		199.00
1	A0017	Hardwood Deck Flooring - Oak/Ash (adder)		299.00
1	A0051	Pintel Coupler		50.00
		Title transfer and registration additional cost		
		Factory Freight & Prep		900.00
		Sub-Total:		16,552.00
		Sales Tax:		
		Grand Total:		**$16,552.00**

Notes:

Quote Good Thru: **30 days**

George O'Hara
george.ohara@burrisequipment.com
CELL # (708) 514-0823
Burris Equipment Co.

Order Accepted:

Customer Signature Date Sales Representatives Signature Date

Construction & Landscape Equipment Specialists
www.burrisequipment.com

Waukegan:
2216 N. Greenbay Road
Waukegan, IL 60087
(847) 336-1205
(847) 336-2697 - Fax

Lakemoor:
27939 W. Concrete Drive
Ingleside, IL 60041
(815) 363-4100
(815) 363-4109 - Fax

Joliet:
2001 Cherry Hill Road
Joliet, IL 60433
(815) 464-6650
(815) 464-6951 - Fax

Date: 2/3/2026
Rev:

Invoice To: C00028072
Ship To: VILLAGE OF WINNETKA
510 GREEN BAY RD
WINNETKA,60093,IL
Attn: Mark Zalewski
Ph # 224-256-9285
Cell #
Email

We are pleased to submit this quote for your consideration:

Qty	Code	Description	List Price	Sale Price
1	**5100047375**	Wacker Roller RD28-120-T4F	79,350.00	50,000.00
		SER# WNCR0901VHAA01149		
		NEW 2024		
		Full Warranty		
1	**Trade**	Vibromax Roller		-3,000.00
		Factory Freight & Prep		0.00
		Sub-Total:		47,000.00
		Sales Tax %:		0.00
		Grand Total:		**$47,000.00**

Notes:

George O'Hara
george.ohara@burrisequipment.com
CELL # (708) 514-0823
Burris Equipment

Quote Good Thru: **30 Days**

Order Accepted:

Customer Signature Date Sales Representatives Signature Date

Sales Service Rentals Parts

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-26-2026: Approving Intergovernmental Agreements with the Villages of Northfield, Glencoe, and Wilmette for the Use of the Village's Fire Department Training Tower (Adoption)

PRESENTER: Andy MacArthur

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The Fire Department training tower is a four-story live-fire training facility built in the 1970's with a two-story family residential section added in 2006. The tower provides opportunities for firefighters to train on hoseline advancement, ladder placement, ventilation, extrication, rescue techniques and other evolutions under live fire and smoke conditions. Over the years, the building has sustained wear and tear from the fire, heat and water used during training evolutions and is need of repairs and maintenance.

EXECUTIVE SUMMARY:
The Fire Department is looking to enter into Intergovernmental Agreements with Wilmette, Northfield, and Glencoe to assist with the maintenance/repair costs of the building and increase the training opportunities and capabilities for all four Fire Departments. The IGA's with Wilmette, Northfield, and Glencoe include a maintenance fee of $30,000 to be used toward the repairs of the tower. This fee will be paid in installments by each Village over the next 3-5 years.

The IGA's also allow the three communities the opportunity to train at the facility. The regional training cooperative will be coordinated by the training officers from each department who will be meeting on a monthly basis and will ensure daily operations at the public works facility are not interrupted. This added benefit allows Winnetka firemedics to train with the neighboring communities that we typically work with at structure fires and other emergencies.

RECOMMENDATION:
Adoption of Resolution No. R-26-2026, approving Intergovernmental Agreements between the Village of Winnetka and the Villages of Wilmette, Northfield, and Glencoe to use Winnetka's Training Tower.

ATTACHMENTS:

1. Resolution No. R-26-2026: Approving IGA with the Villages of Northfield, Glencoe, and Wilmette for the Use of the Village's FD Training Tower

RESOLUTION NO. R-26-2026

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS WITH THE VILLAGES OF NORTHFIELD, GLENCOE, AND WILMETTE FOR THE USE OF THE VILLAGE'S FIRE DEPARTMENT TRAINING TOWER

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

WHEREAS, the Village owns and manages the fire department training tower located at the Village's Public Works Facility at 1390 Willow Road, for the use by the Village and partnering municipalities to train, perform, and observe simulated fire rescue functions that simulate real fire conditions (***"Training Tower"***); and

WHEREAS, the Village has partnered with the Villages of Glencoe, Northfield, and Wilmette (collectively, the ***"Local Governments"***) to share the maintenance costs associated with the upkeep of the Training Tower, in exchange for the Local Governments being given a right to use the Training Tower, all in accordance with the terms of intergovernmental agreements entered into individually between the Village and each member Local Government (***"Intergovernmental Agreements"***); and

WHEREAS, the Village President and Village Council have determined that entering into the Intergovernmental Agreements with the Local Governments will serve and be in the best interest of the Village;

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 INTERGOVERNMENTAL AGREEMENTS. The Village Council approves the Intergovernmental Agreements by and between each Local Government and the Village, attached to this Resolution as **Exhibit A**, and each in substantially the same form attached hereto and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENTS. The Village Council authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final Intergovernmental Agreements.

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 3rd day of March, 2026, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENTS

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF WINNETKA AND THE VILLAGE OF GLENCOE TO USE FIRE TRAINING TOWER

THIS INTERGOVERNMENTAL AGREEMENT (***"Agreement"***) is made and entered into as of the 3rd day of September, 20 25 (***"Effective Date"***), and is by and between the **VILLAGE OF WINNETKA** (***"Village"***), an Illinois municipal corporation, and the **VILLAGE OF GLENCOE** (***"User"***) (collectively ***"Parties"***).

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

SECTION 1. RECITALS.

A. The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance. In addition, the provision of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation.

B. The Village is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility and located at the address commonly known as 1390 Willow Road in the Village (***"Public Works Facility"***), which Public Works Facility includes a fire training tower (***"Training Tower"***) for use by the fire departments of the Village and its partner municipalities, such as the User, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (***"Training Activities"***).

C. User, from time to time, desires to enter, occupy, and use the Public Works Facility, the Training Tower, and all appurtenances to the Training Tower (collectively, the ***"Village Fire Training Facilities"***) in order to perform the Training Activities for its employees and citizen fire safety courses.

D. In cooperation with the Village of Northfield and the Village of Wilmette, User desires to contribute to the maintenance costs of the Training Tower.

E. In the spirit of intergovernmental cooperation, the Village desires to grant User permission to enter, occupy, and use the Village Fire Training Facilities when the Village itself does not require their use or in conjunction with Training Activities performed jointly by the Village and the User.

F. The Parties desire to enter into this Agreement to set forth the rights and obligations of the Village and User with respect to the Village Fire Training Facilities and the Training Activities.

SECTION 2. USE AND CARE OF THE VILLAGE FIRE TRAINING FACILITIES.

A. **Terms of This Agreement.** The Parties acknowledge and agree that this Agreement and the terms and conditions contained herein shall govern any time User enters, occupies, or uses the Village Fire Training Facilities for the purpose of performing any Training Activities.

B. Maintenance Fee. User will pay to the Village, in accordance with and subject to the terms and conditions set forth in this Agreement, and the Village will accept, the total sum of $30,000.00 to cover costs necessary to maintain the Training Tower (***"Maintenance Fee"***). The Maintenance Fee will be payable to the Village over the course of three years, in annual installments of $10,000.00. Installments must be paid within 60 days of the anniversary of the Effective Date, the first installment coming due immediately upon execution of this Agreement.

C. Damage to Village Fire Training Facilities. User agrees to pay for any damage to, or repairs necessary for, the Village Fire Training Facilities or to any other property of the Village that occurs while User has entered or is occupying or using the Village Fire Training Facilities, including all damage caused by User's employees, residents, agents, volunteers, or other representatives (collectively, the ***"User Representatives"***). User shall pay for all damage within 30 days upon receiving notice from the Village.

D. Modifications to Village Fire Training Facilities. User shall not make any modifications or repairs to any of the Village Fire Training Facilities without the prior written approval of the Village.

E. Vacation and Restoration of Village Fire Training Facilities. User agrees to vacate the Village Fire Training Facilities on a date and time agreed upon by the Parties. Notwithstanding the foregoing, User agrees to immediately vacate the Village Fire Training Facilities upon request of the Village. User agrees that it has no holdover rights in any of the Village Fire Training Facilities. Upon vacation of the Village Fire Training Facilities by the User, the User agrees to restore the Village Fire Training Facilities into the same condition that they were in when it was first entered by the User, except for such normal wear and tear as is to be expected from customary use of the Village Fire Training Facilities.

F. Assumption of Risk. User acknowledges and agrees that it is User's responsibility to inspect the Village Fire Training Facilities before entering, occupying, or using them, and in entering, occupying, or using the Village Fire Training Facilities, User acknowledges that the Village Fire Training Facilities are in good repair, working condition, and fully operational, and that there are no defects to the Village Fire Training Facilities. User assumes all risks of damages to property or injuries, including, without limitation, any illnesses, serious bodily injury, or death caused by User's entrance into or occupation or use of the Village Fire Training Facilities. User covenants and agrees that in entering into this Agreement and by entering, occupying, and using the Village Fire Training Facilities, the Village Fire Training Facilities are provided "AS-IS, Where-IS" and Village is not representing, guaranteeing, or in any way being held responsible for the condition of the Village Fire Training Facilities, nor is the Village making any representations as to the suitability of the Village Fire Training Facilities for any intended purpose.

G. Knowledge of Use and Safety Procedures. User warrants that whomever enters, occupies, or uses the Village Fire Training Facilities, including but not limited to the User Representatives: (i) shall enter, occupy, and use the Village Fire Training Facilities with due care; (ii) is properly trained and in possession of any required licenses to operate the Village Fire Training Facilities; (iii) has read any applicable instruction manuals and safety instructions; (iv) and is aware of any and all safety equipment and procedures that should be worn or used for safe use of the Village Fire Training Facilities.

H. Execution of Participation Agreement By Non-Employee User Representatives. User agrees that, before any User Representative who is not an employee of the User (***"Non-Employee User Representative"***) may enter, occupy, or use the Village Fire Training Facilities or perform any Training

Activities, such Non-Employee User Representative must first execute the Participation Agreement attached to and by reference made a part of this Agreement as **Exhibit A** (***"Participation Agreement"***).

I. **Compliance with Laws.** User and User Representatives shall enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities strictly in accordance with all federal, state, and local laws, rules, regulations, policies, and procedures, including any rules, regulations, policies, or procedures of the Village specifically pertaining to the entrance into or the occupation or use of any of the Village Fire Training Facilities or the performance of any Training Activities. User acknowledges and agrees that it is responsible for: (i) supervising the User Representatives at all times during User's entrance into or occupation or use of the Village Fire Training Facilities and performance of any Training Activities; and (ii) ensuring that the User Representatives abide by the terms of this Agreement, including but not limited to the required execution of the Participation Agreement in accordance with Section 2.G of this Agreement by any Non-Employee User Representative that User desires to enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities before that Non-Employee User Representative may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities.

J. **No Operation by Contractors.** Notwithstanding anything to the contrary contained in this Agreement, User shall not permit any contractor to enter, occupy, or use the Village Fire Training Facilities.

SECTION 3. HOLD HARMLESS

A. **Insurance.** User shall secure and maintain at all times during its entrance into and occupation and use of the Village Fire Training Facilities general liability insurance, and vehicle insurance of a type that covers the applicable class of any emergency vehicles or other vehicles used in performing the Training Activities at the Village Fire Training Facilities in types and amounts sufficient to protect User against any and all claims for injury or loss arising out of or related to the entrance into or occupation or use of the Village Fire Training Facilities by User. All such User insurance policies shall name the Village, its boards, committees, agents, and employees as additional insureds and this coverage shall be the primary insurance for such parties with respect to claims arising out of or related to the entrance into and occupation and use by the User of the Village Fire Training Facilities. User further agrees that any damage or claims arising during or as a result of User's entrance into, occupation or use of the Village Fire Training Facilities shall, in the sole discretion of the Village, be filed with User's insurance carriers, and not the insurance carriers of the Village.

B. **Risk of Loss.** User assumes and bear the entire risk of partial or complete loss, theft, damage, destruction, condemnation, requisition, or other interruption or termination of occupation or use of the Village Fire Training Facilities from any cause whatsoever, whether or not insured against, from the date and time of entrance into the Village Fire Training Facilities until the Village Fire Training Facilities is vacated and restored by the User. In the event that the Village Fire Training Facilities or any portion thereof are lost, stolen, destroyed, or damaged while being occupied or used by the User, User shall immediately notify the Village.

C. **Indemnification.** User agrees to indemnify and hold 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 User's entrance into or occupation or use of the Village Fire Training Facilities by the User Representatives, or the failure of the User or any User Representatives to abide by the

terms or representations of this Agreement. The User's responsibility to indemnify the Village will not extend or apply to willful and wanton conduct of the Village.

D. Limitation of Liability. The Parties covenant and agree that: (i) the Village shall not be liable for any consequential, special, incidental or indirect damages under this Agreement; and (ii) no elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to User as the result of this Agreement.

E. Release. User hereby fully and forever releases, waives, discharges, and covenants not to sue the Village or its officials, officers, employees, agents, or representatives regarding any and all claims, demands, damages, rights, or actions or causes of action, present or future, whether the claims are known, anticipated, or unanticipated, resulting from or arising out of the entrance into or occupation or use of the Village Fire Training Facilities, for any property damage, injury, illness, loss, liability, damages, or costs (each a ***"Claim"*** and collectively ***"Claims"***).

SECTION 4. GENERAL TERMS AND CONDITIONS

A. Assignment. User shall not assign its rights or responsibilities under this Agreement except upon the express prior written consent of the Village.

B. No Property Interest. It is specifically agreed and understood that this Agreement is for permissive, temporary use only and that the exercise of the rights and privileges granted in this Agreement shall not operate to create or vest any property right in and to the Village Fire Training Facilities or any portion thereof in User.

C. Termination. Either Party may terminate this Agreement at any time by providing the other Party written notice; provided, that User shall not be permitted to terminate this Agreement while occupying or using any of the Village Fire Training Facilities and that Sections 2.B, 2.F, 3.B, 3.C, 3.D, and 3.E shall survive termination. This Agreement will automatically terminate three years after the Effective Date.

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

E. No Third-Party Beneficiaries. This Agreement is for the sole benefit of User and the Village, and no other party shall be deemed a third-party beneficiary hereof, and accordingly, no third-party shall have the right to enforce the provisions of this Agreement. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village and its employees, officers, members, officials, agents, attorneys, and representatives.

The person signing this Agreement on behalf of the User is properly authorized by the User to sign this Agreement and bind the User to all provisions of this Agreement.

Dated this 2nd day of September, 2025.

VILLAGE OF WINNETKA **VILLAGE OF GLENCOE**

By: _____

Its: _____

By: [redacted]

Its: VILLAGE MANAGER

EXHIBIT A

PARTICIPATION AGREEMENT

I, _____ (***"Non-Employee User Representative"***), represent and warrant that I am a resident, agent, volunteer, or other representative of the Village of Glencoe (***"User"***) who is not an employee of the User and is seeking to enter, occupy, and use property (***"Property"***) owned by the Village of Winnetka (***"Village"***), which Property includes, without limitation, a fire training tower, training facilities, equipment, fixtures, and appurtenances thereto, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (***"Training Activities"***) pursuant to the Intergovernmental Agreement entered into between the Village and the User as of as of _____, 20____.

I acknowledge that the Training Activities are high-risk activities, and hereby agree to assume the risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages, and losses that I may sustain as a result of my performance of any and all activities associated with the Training Activities.

In consideration of the Village granting me permission to enter, occupy, and use the Property, I agree to seek relief and any other recompense from the User and not the Village in the event that I suffer any injury, property loss, or any other expenses, costs, damages, and losses as a result of my performance of the Training Activities or my entrance, occupation, and use of the Property.

I have read and fully understand this Participation Agreement and execute it of my own free will and without any reservation whatsoever.

_____ _____

Print Name of Non-Employee User Representative Date

_____

Signature of Non-Employee User Representative

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF WINNETKA AND THE VILLAGE OF NORTHFIELD TO USE FIRE TRAINING TOWER

THIS INTERGOVERNMENTAL AGREEMENT (***"Agreement"***) is made and entered into as of the 27th day of January, 2026 (***"Effective Date"***), and is by and between the **VILLAGE OF WINNETKA** (***"Village"***), an Illinois municipal corporation, and the **VILLAGE OF NORTHFIELD**, an Illinois municipal corporation (***"User"***) (collectively ***"Parties"***).

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

SECTION 1. RECITALS.

A. The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance. In addition, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation.

B. The Village is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility and located at the address commonly known as 1390 Willow Road in the Village (***"Public Works Facility"***), which Public Works Facility includes a fire training tower (***"Training Tower"***) for use by the fire departments of the Village and its partner municipalities, such as the User, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (***"Training Activities"***).

C. User, from time to time, desires to enter, occupy, and use the Public Works Facility, the Training Tower, and all appurtenances to the Training Tower (collectively, the ***"Village Fire Training Facilities"***) in order to perform the Training Activities for its employees and citizen fire safety courses.

D. In cooperation with the Village of Wilmette and the Village of Glencoe, User desires to contribute to the maintenance costs of the Training Tower.

E. In the spirit of intergovernmental cooperation, the Village desires to grant User permission to enter, occupy, and use the Village Fire Training Facilities when the Village itself does not require their use or in conjunction with Training Activities performed jointly by the Village and the User.

F. The Parties desire to enter into this Agreement to set forth the rights and obligations of the Village and User with respect to the Village Fire Training Facilities and the Training Activities.

SECTION 2. USE AND CARE OF THE VILLAGE FIRE TRAINING FACILITIES.

A. **Terms of This Agreement.** The Parties acknowledge and agree that this Agreement and the terms and conditions contained herein shall govern any time User enters, occupies, or uses the Village Fire Training Facilities for the purpose of performing any Training Activities.

B. **Maintenance Fee.** User will pay to the Village, in accordance with and subject to the terms and conditions set forth in this Agreement, and the Village will accept, the total sum of $30,000.00 to cover

costs necessary to maintain the Training Tower (***"Maintenance Fee"***). The Maintenance Fee will be payable to the Village over the course of three years, in annual installments of $10,000.00 (each an "***Installment***"). Installments must be paid within 60 days of the anniversary of the Effective Date, with the first Installment due immediately upon the Parties' execution of this Agreement. In the event of termination by either Party, or in the event the Village requests that the user vacate the Village Fire Training Facilities under Section 2.E, the User's obligation to pay Maintenance Fee provided in this Section will cease as of the date of termination or the Village's vacation request, respectively, and the Village will not charge the user for future Installments due beyond the date of termination or the vacation request. Upon termination or vacation, the Village agrees to reimburse the User for any pro rata portion of an Installment previously paid by the User and not expended by the Village for costs reasonably incurred to maintain the Training Tower.

C. Damage to Village Fire Training Facilities. User agrees to pay for any damage to, or repairs necessary for, the Village Fire Training Facilities or to any other property of the Village that occurs while User has entered or is occupying or using the Village Fire Training Facilities, including all damage caused by User's employees, residents, agents, volunteers, or other representatives (collectively, the ***"User Representatives"***). User shall pay for all damage within 30 days upon receiving notice and an itemized list of costs of damages or necessary repairs from the Village.

D. Modifications to Village Fire Training Facilities. User shall not make any modifications or repairs to any of the Village Fire Training Facilities without the prior written approval of the Village.

E. Vacation and Restoration of Village Fire Training Facilities. Upon termination as provided in Section 4.C, User agrees to vacate the Village Fire Training Facilities on a date and time agreed upon by the Parties at the time of termination. Notwithstanding the foregoing, in the event of an emergency, User agrees to immediately vacate the Village Fire Training Facilities upon request of the Village. User agrees that it has no holdover rights in any of the Village Fire Training Facilities. Upon vacation of the Village Fire Training Facilities by the User, the User agrees to restore the Village Fire Training Facilities into the same condition that they were in when it was first entered by the User, except for such normal wear and tear as is to be expected from customary use of the Village Fire Training Facilities.

F. Assumption of Risk. User acknowledges and agrees that it is User's responsibility to inspect the Village Fire Training Facilities before entering, occupying, or using them, and in entering, occupying, or using the Village Fire Training Facilities. User assumes all risks of damages to User property or injuries, including, without limitation, any illnesses, serious bodily injury, or death caused by User's entrance into or occupation or use of the Village Fire Training Facilities. User covenants and agrees that in entering into this Agreement and by entering, occupying, and using the Village Fire Training Facilities, the Village Fire Training Facilities are provided "AS-IS, WHERE-IS" and Village is not representing, guaranteeing, or in any way being held responsible for the condition of the Village Fire Training Facilities, nor is the Village making any representations as to the suitability of the Village Fire Training Facilities for any intended purpose.

G. Knowledge of Use and Safety Procedures. User warrants that whomever enters, occupies, or uses the Village Fire Training Facilities, including but not limited to the User Representatives: (i) shall enter, occupy, and use the Village Fire Training Facilities with due care; (ii) is properly trained and in possession of any required licenses to use the Village Fire Training Facilities; (iii) has read any applicable instruction manuals and safety instructions; (iv) and is aware of any and all safety equipment and procedures that should be worn or used for safe use of the Village Fire Training Facilities.

H. Execution of Participation Agreement By Non-Employee User Representatives. User agrees that, before any User Representative who is not an employee of the User (***"Non-Employee User Representative"***) enters, occupies, or uses the Village Fire Training Facilities or performs any Training Activities, such Non-Employee User Representative must first execute the Participation Agreement attached to and by reference made a part of this Agreement as **Exhibit A** (***"Participation Agreement"***).

I. Compliance with Laws. User and User Representatives shall enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities strictly in accordance with all federal, state, and local laws, rules, regulations, policies, and procedures, including any rules, regulations, policies, or procedures of the Village specifically pertaining to the entrance into or the occupation or use of any of the Village Fire Training Facilities or the performance of any Training Activities. User acknowledges and agrees that it is responsible for: (i) supervising the User Representatives at all times during User's entrance into or occupation or use of the Village Fire Training Facilities and performance of any Training Activities; and (ii) ensuring that the User Representatives abide by the terms of this Agreement, including but not limited to the required execution of the Participation Agreement in accordance with Section 2.H of this Agreement by any Non-Employee User Representative that User desires to enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities before that Non-Employee User Representative may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities.

J. No Operation by Contractors. Notwithstanding anything to the contrary contained in this Agreement, User shall not permit any third-party contractor to enter, occupy, or use the Village Fire Training Facilities.

SECTION 3. HOLD HARMLESS

A. Insurance. User shall secure and maintain at all times during its entrance into and occupation and use of the Village Fire Training Facilities general liability insurance, and vehicle insurance of a type that covers the applicable class of any emergency vehicles or other vehicles used in performing the Training Activities at the Village Fire Training Facilities in types and amounts sufficient to protect User against any and all claims for injury or loss arising out of or related to the entrance into or occupation or use of the Village Fire Training Facilities by User. All such User insurance policies shall name the Village, its boards, committees, agents, and employees as additional insureds and this coverage shall be the primary insurance for such parties with respect to claims arising out of or related to the entrance into and occupation and use by the User of the Village Fire Training Facilities. User further agrees that any damage or claims arising during or as a result of User's entrance into, occupation or use of the Village Fire Training Facilities shall, in the sole discretion of the Village, be filed with User's insurance carriers, and not the insurance carriers of the Village.

B. Risk of Loss. User assumes and bear the entire risk of partial or complete loss, theft, damage, destruction, condemnation, requisition, or other interruption or termination of occupation or use of the Village Fire Training Facilities by User from any cause whatsoever, whether or not insured against, from the date and time of entrance into the Village Fire Training Facilities until the Village Fire Training Facilities is vacated and restored by the User. In the event that the Village Fire Training Facilities or any portion thereof are lost, stolen, destroyed, or damaged while being occupied or used by the User, User shall immediately notify the Village.

C. Indemnification. User agrees to indemnify and hold harmless the Village against all third-party damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged

to have arisen, out of or in connection with User's entrance into or occupation or use of the Village Fire Training Facilities by the User Representatives, or the failure of the User or any User Representatives to abide by the terms or representations of this Agreement.

D. Limitation of Liability. The Parties covenant and agree that: (i) neither Party shall be liable for any consequential, special, incidental or indirect damages under this Agreement; and (ii) no elected or appointed official, or employee of either Party shall be personally liable, in law or in contract, to the other Party as the result of this Agreement.

E. Release. User hereby fully and forever releases, waives, discharges, and covenants not to sue the Village or its officials, officers, employees, agents, or representatives regarding any and all claims, demands, damages, rights, or actions or causes of action, present or future, whether the claims are known, anticipated, or unanticipated, resulting from or arising out of the entrance into or occupation or use of the Village Fire Training Facilities, for any property damage, injury, illness, loss, liability, damages, or costs (each a ***"Claim"*** and collectively ***"Claims"***), except where such Claims arise from the sole negligence of the Village or its officials, officers, employees, agents, or representatives, or a violation of this Agreement. Notwithstanding anything contained herein to the contrary, nothing contained in this Agreement shall constitute a waiver by either Party of any right, privilege, immunity, or defense which it has under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq*.

SECTION 4. GENERAL TERMS AND CONDITIONS

A. Assignment. User shall not assign its rights or responsibilities under this Agreement except upon the express prior written consent of the Village.

B. No Property Interest. It is specifically agreed and understood that this Agreement is for permissive, temporary use only and that the exercise of the rights and privileges granted in this Agreement shall not operate to create or vest any property right in and to the Village Fire Training Facilities or any portion thereof in User.

C. Termination. Either Party may terminate this Agreement at any time by providing the other Party written notice; provided, that User shall not be permitted to terminate this Agreement while occupying or using any of the Village Fire Training Facilities and that Sections 2.F, 3.B, 3.C, 3.D, and 3.E shall survive termination. This Agreement will automatically terminate three years after the Effective Date.

D. Amendments and Modifications; Entire Agreement. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures. This Agreement contains the entire agreement between the Parties and no statement, promise, or inducement made by either Party to the other Party not contained in this Agreement shall be valid or binding.

E. No Third-Party Beneficiaries. This Agreement is for the sole benefit of User and the Village, and no other party shall be deemed a third-party beneficiary hereof, and accordingly, no third-party shall have the right to enforce the provisions of this Agreement. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village and its employees, officers, members, officials, agents, attorneys, and representatives.

F. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be in the Circuit Court of Cook County, Illinois.

G. **Relationship of the Parties.** Nothing in this Agreement shall be construed to create a relationship of principal and agent, employer and employee, or joint venturers between the Village and User.

The person signing this Agreement on behalf of the User is properly authorized by the User to sign this Agreement and bind the User to all provisions of this Agreement.

Dated this 27th day of January, 2026.

VILLAGE OF WINNETKA	VILLAGE OF NORTHFIELD
By: _____	By: [redacted]
Its: _____	Its: PRESIDENT

EXHIBIT A

PARTICIPATION AGREEMENT

I, _____ (***"Non-Employee User Representative"***), represent and warrant that I am a resident, agent, volunteer, or other representative of the Village of Northfield (***"User"***) who is not an employee of the User and is seeking to enter, occupy, and use property (***"Property"***) owned by the Village of Winnetka (***"Village"***), which Property includes, without limitation, a fire training tower, training facilities, equipment, fixtures, and appurtenances thereto, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (***"Training Activities"***) pursuant to the Intergovernmental Agreement entered into between the Village and the User as of as of _____, 20____.

I acknowledge that the Training Activities are high-risk activities, and hereby agree to assume the risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages, and losses that I may sustain as a result of my performance of any and all activities associated with the Training Activities.

In consideration of the Village granting me permission to enter, occupy, and use the Property, I agree to seek relief and any other recompense from the User and not the Village in the event that I suffer any injury, property loss, or any other expenses, costs, damages, and losses as a result of my performance of the Training Activities or my entrance, occupation, and use of the Property.

I have read and fully understand this Participation Agreement and execute it of my own free will and without any reservation whatsoever.

_____ _____

Print Name of Non-Employee User Representative Date

_____

Signature of Non-Employee User Representative

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF WINNETKA AND THE VILLAGE OF WILMETTE TO USE FIRE TRAINING TOWER

THIS INTERGOVERNMENTAL AGREEMENT (***"Agreement"***) is made and entered into as of the _____ day of _____, 20____ (***"Effective Date"***), and is by and between the **VILLAGE OF WINNETKA** (***"Village"***), an Illinois municipal corporation, and the **VILLAGE OF WILMETTE** (***"User"***) (collectively ***"Parties"***).

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

SECTION 1. RECITALS.

A. The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance. In addition, the provision of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation.

B. The Village is the record title owner of the property commonly known as the Village of Winnetka Public Works Facility and located at the address commonly known as 1390 Willow Road in the Village (***"Public Works Facility"***), which Public Works Facility includes a fire training tower (***"Training Tower"***) for use by the fire departments of the Village and its partner municipalities, such as the User, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (***"Training Activities"***).

C. User, from time to time, desires to enter, occupy, and use the Public Works Facility, the Training Tower, and all appurtenances to the Training Tower (collectively, the ***"Village Fire Training Facilities"***) in order to perform the Training Activities for its employees and citizen fire safety courses.

D. In cooperation with the Village of Northfield and the Village of Glencoe, User desires to contribute to the maintenance costs of the Training Tower.

E. In the spirit of intergovernmental cooperation, the Village desires to grant User permission to enter, occupy, and use the Village Fire Training Facilities when the Village itself does not require their use or in conjunction with Training Activities performed jointly by the Village and the User.

F. The Parties desire to enter into this Agreement to set forth the rights and obligations of the Village and User with respect to the Village Fire Training Facilities and the Training Activities.

SECTION 2. USE AND CARE OF THE VILLAGE FIRE TRAINING FACILITIES.

A. Terms of This Agreement. The Parties acknowledge and agree that this Agreement and the terms and conditions contained herein shall govern any time User enters, occupies, or uses the Village Fire Training Facilities for the purpose of performing any Training Activities.

B. Maintenance Fee. User will pay to the Village, in accordance with and subject to the terms and conditions set forth in this Agreement, and the Village will accept, the total sum of $30,000.00 to cover

costs necessary to maintain the Training Tower (***"Maintenance Fee"***). The Maintenance Fee will be payable to the Village over the course of the first three years of the term of this Agreement, in annual installments of $10,000.00 for each year. Installments must be paid within 60 days of the anniversary of the Effective Date, the first installment coming due immediately upon execution of this Agreement.

C. Damage to Village Fire Training Facilities. User agrees to pay for any damage to, or repairs necessary for, the Village Fire Training Facilities or to any other property of the Village that occurs while User has entered or is occupying or using the Village Fire Training Facilities, including all damage caused by User's employees, residents, agents, volunteers, or other representatives (collectively, the ***"User Representatives"***). User shall pay for all damage within 30 days upon receiving notice from the Village.

D. Modifications to Village Fire Training Facilities. User shall not make any modifications or repairs to any of the Village Fire Training Facilities without the prior written approval of the Village.

E. Vacation and Restoration of Village Fire Training Facilities. User agrees to vacate the Village Fire Training Facilities on a date and time agreed upon by the Parties. Notwithstanding the foregoing, User agrees to immediately vacate the Village Fire Training Facilities upon request of the Village. User agrees that it has no holdover rights in any of the Village Fire Training Facilities. Upon vacation of the Village Fire Training Facilities by the User, the User agrees to restore the Village Fire Training Facilities into the same condition that they were in when it was first entered by the User, except for such normal wear and tear as is to be expected from customary use of the Village Fire Training Facilities.

F. Assumption of Risk. User acknowledges and agrees that it is User's responsibility to inspect the Village Fire Training Facilities before entering, occupying, or using them, and in entering, occupying, or using the Village Fire Training Facilities, User acknowledges that the Village Fire Training Facilities are in good repair, working condition, and fully operational, and that there are no defects to the Village Fire Training Facilities. User assumes all risks of damages to property or injuries, including, without limitation, any illnesses, serious bodily injury, or death caused by User's entrance into or occupation or use of the Village Fire Training Facilities. User covenants and agrees that in entering into this Agreement and by entering, occupying, and using the Village Fire Training Facilities, the Village Fire Training Facilities are provided "AS-IS, Where-IS" and Village is not representing, guaranteeing, or in any way being held responsible for the condition of the Village Fire Training Facilities, nor is the Village making any representations as to the suitability of the Village Fire Training Facilities for any intended purpose.

G. Knowledge of Use and Safety Procedures. User warrants that whomever enters, occupies, or uses the Village Fire Training Facilities, including but not limited to the User Representatives: (i) shall enter, occupy, and use the Village Fire Training Facilities with due care; (ii) is properly trained and in possession of any required licenses to operate the Village Fire Training Facilities; (iii) has read any applicable instruction manuals and safety instructions; (iv) and is aware of any and all safety equipment and procedures that should be worn or used for safe use of the Village Fire Training Facilities.

H. Execution of Participation Agreement By Non-Employee User Representatives. User agrees that, before any User Representative who is not an employee of the User (***"Non-Employee User Representative"***) may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities, such Non-Employee User Representative must first execute the Participation Agreement attached to and by reference made a part of this Agreement as **Exhibit A** (***"Participation Agreement"***).

I. **Compliance with Laws.** User and User Representatives shall enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities strictly in accordance with all federal, state, and local laws, rules, regulations, policies, and procedures, including any rules, regulations, policies, or procedures of the Village specifically pertaining to the entrance into or the occupation or use of any of the Village Fire Training Facilities or the performance of any Training Activities. User acknowledges and agrees that it is responsible for: (i) supervising the User Representatives at all times during User's entrance into or occupation or use of the Village Fire Training Facilities and performance of any Training Activities; and (ii) ensuring that the User Representatives abide by the terms of this Agreement, including but not limited to the required execution of the Participation Agreement in accordance with Section 2.G of this Agreement by any Non-Employee User Representative that User desires to enter, occupy, and use the Village Fire Training Facilities and perform the Training Activities before that Non-Employee User Representative may enter, occupy, or use the Village Fire Training Facilities or perform any Training Activities.

J. **No Operation by Contractors.** Notwithstanding anything to the contrary contained in this Agreement, User shall not permit any contractor to enter, occupy, or use the Village Fire Training Facilities.

SECTION 3. HOLD HARMLESS

A. **Insurance.** User shall secure and maintain at all times during its entrance into and occupation and use of the Village Fire Training Facilities general liability insurance, and vehicle insurance of a type that covers the applicable class of any emergency vehicles or other vehicles used in performing the Training Activities at the Village Fire Training Facilities in types and amounts sufficient to protect User against any and all claims for injury or loss arising out of or related to the entrance into or occupation or use of the Village Fire Training Facilities by User. All such User insurance policies shall name the Village, its boards, committees, agents, and employees as additional insureds and this coverage shall be the primary insurance for such parties with respect to claims arising out of or related to the entrance into and occupation and use by the User of the Village Fire Training Facilities. User further agrees that any damage or claims arising during or as a result of User's entrance into, occupation or use of the Village Fire Training Facilities shall, in the sole discretion of the Village, be filed with User's insurance carriers, and not the insurance carriers of the Village.

B. **Risk of Loss.** User assumes and bear the entire risk of partial or complete loss, theft, damage, destruction, condemnation, requisition, or other interruption or termination of occupation or use of the Village Fire Training Facilities from any cause whatsoever, whether or not insured against, from the date and time of entrance into the Village Fire Training Facilities until the Village Fire Training Facilities is vacated and restored by the User. In the event that the Village Fire Training Facilities or any portion thereof are lost, stolen, destroyed, or damaged while being occupied or used by the User, User shall immediately notify the Village.

C. **Indemnification.** User agrees to indemnify and hold 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 User's entrance into or occupation or use of the Village Fire Training Facilities by the User Representatives, or the failure of the User or any User Representatives to abide by the terms or representations of this Agreement.

D. **Limitation of Liability.** The Parties covenant and agree that: (i) the Village shall not be liable for any consequential, special, incidental or indirect damages under this Agreement; and (ii) no elected or

appointed official, or employee of the Village shall be personally liable, in law or in contract, to User as the result of this Agreement.

E. Release. User hereby fully and forever releases, waives, discharges, and covenants not to sue the Village or its officials, officers, employees, agents, or representatives regarding any and all claims, demands, damages, rights, or actions or causes of action, present or future, whether the claims are known, anticipated, or unanticipated, resulting from or arising out of the entrance into or occupation or use of the Village Fire Training Facilities, for any property damage, injury, illness, loss, liability, damages, or costs (each a ***"Claim"*** and collectively ***"Claims"***).

SECTION 4. GENERAL TERMS AND CONDITIONS

A. Assignment. User shall not assign its rights or responsibilities under this Agreement except upon the express prior written consent of the Village.

B. No Property Interest. It is specifically agreed and understood that this Agreement is for permissive, temporary use only and that the exercise of the rights and privileges granted in this Agreement shall not operate to create or vest any property right in and to the Village Fire Training Facilities or any portion thereof in User.

C. Term and Termination. The term of this Agreement will be five years after the Effective Date. Either Party may terminate this Agreement after the first three years by providing the other Party written notice; provided, that User will not be permitted to terminate this Agreement while occupying or using any of the Village Fire Training Facilities and that Sections 2.B, 2.F, 3.B, 3.C, 3.D, and 3.E will survive termination. If the Village terminates this Agreement after the first three years but prior to the expiration of the five-year term, the Village will refund a pro-rata share of the Maintenance Fee to the User. The pro rata share will be determined by the number of days the Agreement was in effect prior to the five-year term expiring. If the User terminates this Agreement after the first three years but prior to the expiration of the five-year term, the User will not receive a pro-rata share of the Maintenance Fee.

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

E. No Third-Party Beneficiaries. This Agreement is for the sole benefit of User and the Village, and no other party shall be deemed a third-party beneficiary hereof, and accordingly, no third-party shall have the right to enforce the provisions of this Agreement. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village and its employees, officers, members, officials, agents, attorneys, and representatives.

The person signing this Agreement on behalf of the User is properly authorized by the User to sign this Agreement and bind the User to all provisions of this Agreement.

Dated this _____ day of _____, 20___.

VILLAGE OF WINNETKA

By: _____

Its: _____

VILLAGE OF WILMETTE

By: [redacted]

Its: Village Manager

EXHIBIT A

PARTICIPATION AGREEMENT

I, _____ (***"Non-Employee User Representative"***), represent and warrant that I am a resident, agent, volunteer, or other representative of the Village of Wilmette (***"User"***) who is not an employee of the User and is seeking to enter, occupy, and use property (***"Property"***) owned by the Village of Winnetka (***"Village"***), which Property includes, without limitation, a fire training tower, training facilities, equipment, fixtures, and appurtenances thereto, to train, perform, or observe simulated fire rescue functions in conditions that simulate real fire conditions (***"Training Activities"***) pursuant to the Intergovernmental Agreement entered into between the Village and the User as of as of _____, 20____.

I acknowledge that the Training Activities are high-risk activities, and hereby agree to assume the risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages, and losses that I may sustain as a result of my performance of any and all activities associated with the Training Activities.

In consideration of the Village granting me permission to enter, occupy, and use the Property, I agree to seek relief and any other recompense from the User and not the Village in the event that I suffer any injury, property loss, or any other expenses, costs, damages, and losses as a result of my performance of the Training Activities or my entrance, occupation, and use of the Property.

I have read and fully understand this Participation Agreement and execute it of my own free will and without any reservation whatsoever.

_____ _____

Print Name of Non-Employee User Representative Date

_____

Signature of Non-Employee User Representative

RESOLUTION NO. 2025-R-124

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILMETTE AND THE VILLAGE OF WINNETKA TO USE THE WILMETTE FIRE TRAINING TOWER

WHEREAS, the Village of Wilmette, Cook County, Illinois (the "Village") is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into an Intergovernmental Agreement with the Village of Winnetka for use of the Winnetka Fire Training Tower ("IGA"); a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION 1: The foregoing findings and recitals are hereby made a part of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The IGA attached as Exhibit A is hereby approved.

SECTION 3: The Village Manager is authorized to execute the IGA. Prior to executing the IGA, the Village Manager is authorized to make changes to the form of the IGA at his discretion.

SECTION 4: The Village Manager is authorized to take any action necessary to carry out the purpose of this Resolution.

SECTION 5: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on **October 28, 2025**, pursuant to the following roll call vote:

AYES:	**Trustees Leonard, Sheperd, Steen, Lieber, Smith, Kennedy and President Plunkett.**
NAYS:	**None.**
ABSTAIN:	**None.**
ABSENT:	**None.**

[redacted]
Village Clerk

Approved on **October 28, 2025.**

[redacted]
Village President

Attest: [redacted]
Village Clerk

Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-27-2026: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot and Station Park for a Farmers' Market (Adoption)

PRESENTER: Hannah Lipman

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
The annual Winnetka Farmers' Market began operations in 2017. The event was traditionally held in the parking lot adjacent to Village Hall in downtown Winnetka. In 2022, the Market moved to the Elm Street Train Station parking lot and the adjacent Station Park due to construction activities in the Village Hall parking lot. After successful seasons at that location ever since, the Chamber has requested to use the same location for the 2026 Winnetka Farmers' Market.

EXECUTIVE SUMMARY:
The train station parking lot is owned by the Union Pacific Railroad Company and leased to the Village to maintain and operate. Station Park is owned by the Winnetka Park District. The 2026 Winnetka Farmers' Market will be held every Saturday from June 6 through October 31, from 7:30 AM to 12:30 PM. The Farmers' Market is a free public event which will showcase 130+ unique vendors and is expected to attract over 40,000 visitors to downtown Winnetka. Given the scope and extensive footprint of the event, a formal license agreement should be agreed upon before granting approval to the special event permit. The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce, and the Winnetka Park District. Key points identified in the license agreement include:

- Location, dates and times for the event including setup, operation and cleanup.
- Defined use of the premises.
- Market plan.
- Parking.
- Waste management and utilities.
- Insurance, indemnification and waiver of liability.

RECOMMENDATION:
Consider adoption of Resolution No. R-27-2026, approving a Non-exclusive License Agreement for use of the Elm Street Train Station Parking Lot for the Winnetka Farmers' Market.

ATTACHMENTS:

1. Resolution No. R-27-2026: Approving a Non-Exclusive License Agreement for the Farmers' Market

RESOLUTION NO. R-27-2026

A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE USE OF THE ELM STREET TRAIN STATION PARKING LOT AND STATION PARK FOR A FARMERS' MARKET

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

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

WHEREAS, the Village is the tenant of the Train Station Parking Lot pursuant to a lease agreement with the UPRR dated August 1, 1978 (***"Lease"***); and

WHEREAS, the Winnetka Park District (***"Park District"***) is the owner of the Property located adjacent to the Elm Street Parking Lot and commonly known as Station Park (***"Park"***); and

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc. (***"Chamber"***), traditionally has hosted a farmers' market in the Village on Saturdays during the summer (***"Market"***); and

WHEREAS, the Market is a positive and valuable community asset that has been well received by Village residents; and

WHEREAS, the Chamber has requested to host the 2026 Market in the Train Station Parking Lot and Park; and

WHEREAS, the Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2026 Market; and

WHEREAS, the Village, Park District, and Chamber desire to enter into a non-exclusive license agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2026 (***"License Agreement"***); and

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

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

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

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Park District, and Chamber 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 LICENSE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final License Agreement.

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

ADOPTED this March 3, 2026, pursuant to the following roll call vote:

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

Signed

_____
Village President

Countersigned:

_____
Village Clerk

EXHIBIT A

LICENSE AGREEMENT

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (***"Agreement"***), dated as of this 3rd day of March, 2026, (***"Effective Date"***), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality (***"Village"***), the **WINNETKA PARK DISTRICT**, an Illinois park district (***"Park District"***), and the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation (***"Chamber"***).

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

SECTION 1. RECITALS.

A. The Union Pacific Railroad Company (***"UPRR"***) is the owner of the property commonly known as the Elm Street Train Station Parking Lot, which is depicted in **Exhibit A** attached hereto and incorporated herein (***"Train Station Parking Lot"***).

B. The Village has leased the Parking Lot from the UPRR pursuant to that certain Lease Agreement dated August 1, 1978 (***"Lease"***).

C. The Park District is the owner of the property located adjacent to the Elm Street Parking Lot known as Station Park, which is depicted in **Exhibit A** attached hereto and incorporated herein (***"Park"***).

D. The Chamber hosts a farmers' market in the Village each summer on Saturdays in the Village's parking lot adjacent to Village Hall (***"Market"***).

E. The Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2026 Market, subject to the terms and conditions of this Agreement.

F. The Village, Park District, and Chamber desire to enter into this Agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2026 Market.

SECTION 2. GRANT AND TERM OF LICENSE.

A. Grant of Village License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Train Station Parking Lot for the sole purpose of hosting the 2026 Market pursuant to and in strict accordance with the terms and provisions of this Agreement (***"Village License"***). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Train Station Parking Lot in any way other than as expressly set forth in this Agreement.

B. Grant of Park District License. Subject to the terms and conditions set forth in this Agreement, the Park District hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Park for the sole purpose of hosting the 2026 Market

pursuant to and in strict accordance with the terms and provisions of this Agreement (***"Park District License"***). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Park in any way other than as expressly set forth in this Agreement. The Village License and Park District License are collectively referred to as the "License."

C. As-Is, Where-Is. The Chamber hereby accepts the Train Station Parking Lot and Park in their condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Chamber acknowledges and agrees that: (i) the Village and Park District have made no representations or warranties as to the suitability of the Train Station Parking Lot or Park for the Chamber's intended purposes; and (ii) the Village and Park District will have no responsibility to maintain the Train Station Parking Lot or Park in any particular condition or manner. The Chamber waives any implied warranty that the Train Station Parking Lot or Park are or will be suitable for the Chamber's intended purposes. The Chamber agrees that the Park is public property intended or permitted to be used for recreational purposes for the purpose of Section 3-106 of the Local Governmental and Governmental Employees Tort Immunity Act.

D. Limitation of Interest. Except for the Village Licensee and Park District License granted pursuant to this Agreement, the Chamber shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Train Station Parking Lot or Park. The Chamber will not engage in or allow any of its vendors or contractors to engage in, any activities or actions that cause the Village to violate the Lease or cause the Chamber to violate this Agreement.

E. Term. This License shall be for a term commencing on the Effective Date of this Agreement and ending on the earlier to occur of: (i) a terminating event as described in Section 2.F of this Agreement; or (ii) October 31, 2026.

F. Termination of License; Restoration of Licensed Premises.

1. Termination Event. Without prejudice to any other rights and remedies available pursuant to Section 7 of this Agreement, the License shall automatically expire upon the occurrence of any of the following:

a. Failure to Comply. The Chamber has violated any material provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.F.1.a, the Village or Park District shall provide the Chamber with 10 days written notice and an opportunity to cure the violation.

b. Dangerous Condition. The Village or Park District determine, in their reasonable discretion, that the Market threatens the public health and safety, and that the termination of the Market and this Agreement is necessary to abate the dangerous condition.

2. Restoration of Licensed Premises.

a. Chamber Obligation. Upon termination of this Agreement pursuant to this Section 2.F or at the end of the term as set forth in Section 2.E, the Chamber, at its sole cost

and expense, shall restore the Train Station Parking Lot and Park as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair of the Train Station Parking Lot, if necessary in the reasonable determination of the Village; (2) repair of the Park, if necessary in the reasonable determination of the Park District; and (3) restoration of all other Village-owned, Village-leased, and Park District-owned property as nearly as practicable to the condition immediately preceding the 2026 Market, if disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests. Notwithstanding the foregoing, it is understood and agreed that with respect to the repair of the Park referred to above, in the event of damage to grassy areas, the Chamber shall only be required to reseed such areas according to Park District specifications and shall not be obligated to purchase or install sod in any such areas. In no event shall the Chamber be responsible for any damages to the Train Station Parking Lot and/or the Park to the extent resulting SOLELY from any act or omission of the Village or the Park District or any of their respective employees or agents.

b. Failure to Restore. In the event that the Chamber fails or refuses to repair or restore the Train Station Parking Lot, Park, or any Village-owned, Village-leased, or Park District-owned property that is disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.F.2.a of this Agreement, the Village and Park District shall have the right, but not the obligation, to perform and complete the repair and/or restoration and to charge the Chamber for all reasonable direct out-of-pocket costs and expenses incurred by the Village or Park District, for such work. The rights and remedies provided in this Section 2.F.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village and Park District. Notwithstanding the foregoing, in no event shall the Chamber be responsible for the purchase and/or installation of sod in the Park.

SECTION 3. USE OF LICENSED PREMISES.

A. Hours of Operation. The Chamber shall operate the Market only on Saturdays between the hours of 7:30 a.m. and 12:30 p.m.

B. Special Event Permit. The Chamber must apply for and obtain from the Village a special event permit pursuant to Chapter 5.66 of the "Winnetka Village Code 1999," as amended, prior to operating the Market, and the Chamber must comply with any conditions imposed on such special event permit.

C. Set-Up and Break-Down. The Chamber shall be responsible for managing the set up and tear down of the Market, including but not limited to all vendor equipment, goods and supplies. The Chamber and its contractors and vendors shall be permitted to begin setup of the Market beginning at 6:00 p.m. each Friday. The Chamber and its contractors and vendors shall by 2:00 p.m. each Saturday, remove their displays, equipment, and personal property from the Train Station Parking Lot and Park, clean the Train Station Parking Lot and Park of all rubbish and spills, and conduct all restoration work. The Chamber acknowledges and agrees that neither the Village nor the Park District shall be responsible for providing security for any equipment or personal property of the Chamber or its agents, contractors, and vendors.

D. **Use of Commercial Space.** The Village shall permit the Chamber to use the approximately 800 sq. ft. commercial space at 754 Elm Street in the Elm Street Train Station (***"Commercial Space"***) between May 15 and October 31 during each year of the Term for office use and accessory storage only, and for no other uses. The Chamber's use of the commercial space shall be at its own risk, and the Chamber acknowledges that the Village shall have no duty to provide security for the commercial space and any equipment and personal property stored therein. The Chamber shall not be permitted to store any dangerous, flammable, or explosive materials in the commercial space. The Chamber's use of the commercial space is not exclusive. The Chamber acknowledges that the Village will also use a portion of the commercial space at 754 Elm Street in the Elm Street Train Station for its own use.

E. **Utilities.** The Village reserves the right to charge the Chamber for any water used by the Chamber or any of its contractors and vendors during the Market in excess of water utilized for cleaning the Park or the Train Station Parking Lot. All electric cords must be rated for outdoor use, grounded, and installed in a manner as to not be a tripping hazard. All generators must be grounded and exhaust fumes must be kept away from the public.

F. **Trash Removal.** The Chamber shall clear all debris from the surface of the licensed premises by sweeping or hosing off the surface at the termination of each market day. The Village will provide for trash removal from the Market.

G. **Designated Representative.** The Chamber shall designate in writing to the Village and Park District a ***"Market Manager"*** who shall be responsible for managing the general operations of the Market and the Chamber's use of the Train Station Parking Lot and Park. The Market Manager shall be readily accessible by telephone and upon the Village's or Park District's request, shall be available to be present at the Train Station Parking Lot and Park within a reasonable period of time. The Chamber shall immediately notify the Village and Park District in writing of any change in the identity and telephone number of the Market Manager.

H. **Rules and Regulations.** The Village and Park District shall have the right from time to time upon notice thereof to the Chamber, to prescribe rules and regulations with respect to the Train Station Parking Lot and Park, which in its or their reasonable judgement may be desirable for the use of thereof. The Chamber agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to the Chamber herein. A violation of such rules and regulations shall constitute a material breach by the Chamber under this Agreement and subject it to the remedies described in Section 2.F. The Chamber will require its vendors and contractors to abide by such rules.

I. **Parking by the UPRR.** In the event of an emergency or maintenance on the railroad by the UPRR or any of its contractors, the Chamber agrees not to interfere with, and to prevent the Market from interfering with, the operations of the UPRR and its contractors, and will permit the UPRR and its contractors to park vehicles in the Train Station Parking Lot during the Market.

J. **Emergency Market Closure.** The Village reserves the right to cancel any Market day in the event of an emergency or an imminent threat to public health and safety as determined in the sole discretion of the Village. The Village and Park District will not be responsible or liable

for any monetary or other damages to the Chamber in the event of such emergency Market closure. The Village will endeavor to provide as much advance notice to the Chamber as practicable prior to an emergency Market closure.

K. Market Plan. At least two weeks prior to the first Market day, the Chamber shall submit to the Village and Park District a plan for the Village's and Park District's approval that sets forth the locations of vendor displays, equipment, and utility usage. Once the plan is approved, the Chamber may not modify the plan without receiving the Village's and Park District's approval.

SECTION 4. RESERVATION OF RIGHTS.

A. Village Reservation of Rights. The Village hereby reserves the right to use the Train Station Parking Lot in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Village shall have the right to grant other non-exclusive sub-leases or licenses over, along, upon, under or across the Train Station Parking Lot. The Village reserves its right of full and normal access to the Train Station Parking Lot for the maintenance of any existing or future utility located thereon. The Village also reserves the right to conduct ongoing maintenance of the Train Station Parking Lot.

B. Park District Reservation of Rights. The Park District hereby reserves the right to use the Park in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Park District shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, under or across the Park. The Park District reserves its right of full and normal access to the Park for the maintenance of any existing or future recreational improvement or utility located thereon. The Park District also reserves the right to conduct ongoing maintenance of the Park.

SECTION 5. LIENS.

The Chamber hereby represents and warrants that it shall take all necessary action to keep all portions of the Train Station Parking Lot and Park free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Chamber or its agents on the Train Station Parking Lot or Park.

SECTION 6. LIABILITY AND INDEMNITY.

A. Village and Park District Review. The Chamber acknowledges and agrees that the Village and Park District are not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's and Park District's review and approval of any plans for the Market, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Train Station Parking Lot and Park, and that the Village's and Park District's review and approval of any such plans for the Market and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Chamber or any of its vendors, contractors, successors, assigns, or any third party, against damage or injury of any kind at any time.

B. **Indemnity**. The Chamber agrees to, and does hereby, defend (at the Village's and Park District's option), hold harmless and indemnify the Village and Park District and all Village and Park District elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (the "Indemnified Parties"), from any and all claims that may be asserted at any time against any of the Indemnified Parties in connection with: (i) the Chamber's use of the Train Station Parking Lot and Park; (ii) the Market; or (iii) the Chamber's performance of, or failure to perform, its obligations under this Agreement (collectively, ***"Indemnified Claims"***), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Chamber; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village or Park District. Nothing herein shall be construed or result in the waiver of any defenses and immunities granted to the Village or Park under Illinois law.

C. **Defense Expense.** The Chamber, only as to its own acts or omissions, shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village and Park District in defending itself with regard to any and all of the Indemnified Claims.

D. **Waiver of Liability.** Except with respect to any negligent act or omission of the Village and/or the Park District, the Chamber will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that Chamber may have against the Indemnified Parties, arising out of, connected with or in any way related to the use of the Train Station Parking Lot and Park, or as a result of the condition, maintenance, and use of the Train Station Parking Lot and Park.

E. **Assumption of Risk**. The Chamber agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that Chamber or its employees, agents, contractors, agents, servants, employees, contractors, guests, customers, or invitees may sustain while on the Train Station Parking Lot and Park, or as a result of the condition, maintenance, or use of the Train Station Parking Lot and Park.

F. **Insurance.** The Chamber agrees to obtain and maintain commercial general liability insurance and workers' compensation insurance covering its use of the Train Station Parking Lot and Park throughout the term of this Agreement. The amount of the required coverage shall be approved by the Village and Park District, but in no event shall liability coverage be in an amount less than two million dollars ($2,000,000.00) combined single limit per occurrence with a general aggregate of no less than three million dollars ($3,000,000.00). The Village and Park District shall be named as an additional insured by policy endorsement on a primary and non-contributory basis, and the insurer shall have a rating and be of a class size satisfactory to the Village's and Park District's director of finance. The Chamber shall tender a certificate of insurance to the Village and Park District evidencing the requested coverage prior to operating the Market. Failure to maintain the aforementioned insurance shall be cause for the immediate termination of the License.

SECTION 7. ENFORCEMENT.

A. Enforcement. The Village, Park District and the Chamber may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Chamber agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village or Park District, or any of their elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by a party against another party, the prevailing party in the judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the Village: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Kristin Kazenas, Village Manager

with a copy to: ELROD FRIEDMAN LLP
325 LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Peter M. Friedman, Village Attorney

If to the Park District: Winnetka Park District
540 Hibbard Road
Winnetka, IL 60093
Attention: Shannon Nazzal, Executive Director

with a copy to: Ancel Glink
175 East Hawthorn Parkway, Suite 145
Vernon Hills, IL 60061
Attention: Adam Simon, District Attorney

If to the Chamber: Winnetka-Northfield-Glencoe Chamber of Commerce
841 Spruce Street, Suite 204
Winnetka, Illinois 60093
Attention: Terry Dason

with a copy to: Franklin, Greenswag, Channon & Capilla, LLC
181 Waukegan Road, Suite 205
Northfield, Illinois 60093
Attention: Richard A. Greenswag

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

C. Amendments. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. Authority to Execute. The parties hereby warrant and represent to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so.

E. Non-Waiver. The Village and Park District shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village or Park District to exercise at any time any right granted to the Village or Park District shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's or Park District's right to enforce that right or any other right.

F. Assignment. This Agreement may not be assigned by the Chamber without the prior written consent of the Village and Park District.

G. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibit A attached hereto is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. **Survival of Obligations.** All obligations of the Chamber pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive such termination, including, without limitation, the restoration obligations set forth in Section 2.E.2 of this Agreement, and the liability and indemnity obligations set forth in Section 6 of this Agreement.

L. **No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village, Park District, or the Chamber.

M. **Force Majeure**. No party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; and (d) national or regional emergency.

N. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to constitute a duly authorized original.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By:_____

Its: _____

Its: _____

ATTEST:

WINNETKA PARK DISTRICT,
an Illinois park district

By: _____

By:_____

Its: _____

Its: _____

ATTEST:

WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC., an Illinois not-for-profit corporation

By: _____

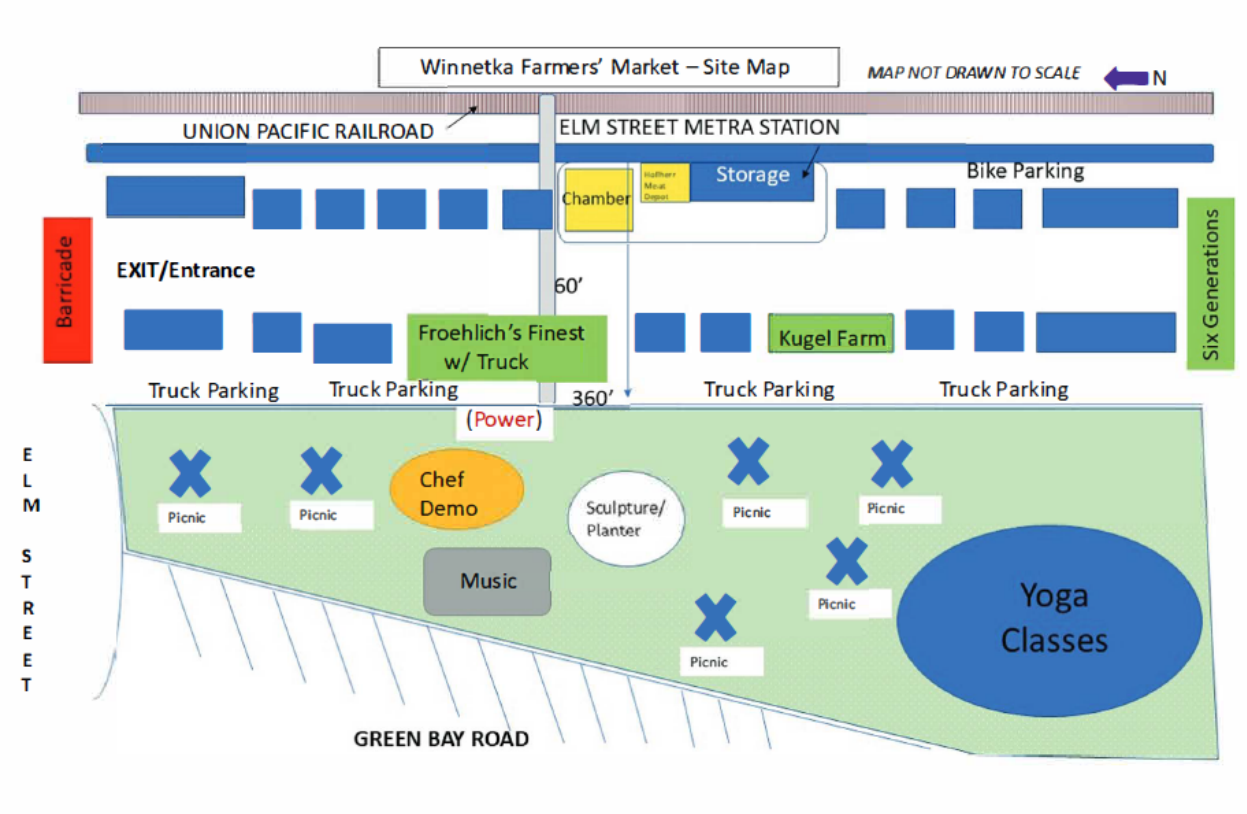
By:_____

Its: _____

Its: _____

EXHIBIT A

DEPICTION OF TRAIN STATION PARKING LOT AND PARK



Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-29-2026: Approving a Contract with BLD Services, LLC for Manhole Rehabilitation Services (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
As part of the Fiscal Year 2026 budget, $800,000 was included for sanitary and storm sewer critical repairs including manhole rehabilitation.

EXECUTIVE SUMMARY:
As part of its ongoing responsibilities, the Public Works Department oversees maintenance of the Village's sanitary and stormwater systems. The Department assumed oversight of the sanitary sewer capital program and a portion of the stormwater sewer capital program related to sewer lining in 2026. Using data from the Village's televising contractor and inflow and infiltration consultant, staff prepared a capital program including both lining and manhole rehabilitation components.

Manhole rehabilitation covers a wide variety of activities ranging from resealing of a frame to complete reconstruction but, most commonly, cementious lining. This type of rehabilitation seals and structurally reinforces the manhole, preventing infiltration and extending its useful life. After reviewing the inflow and infiltration consultant's findings, staff categorized work into that which could be done in-house (such as resealing) versus that which would require a contractor (such as lining). Based on that, staff identified 46 sanitary manholes needing cementious lining this year as well as some other ancillary work.

In the past, the Village has participated in the Municipal Partnering Inititive (MPI). The MPI combines and jointly bids work from a variety of Chicagoland communities to achieve a better economy of scale. In 2024, the Villages of Arlington Heights and Glenview and Cities of Highland Park, Highwood and Rolling Meadows jointly issued a request for bids for manhole rehabilitation services for a two-year term with the possibility of two one-year renewals. Culy Contracting was the lowest, most responsive bidder and received the contract. The Village subsequently utilized Culy in 2025 under the terms of this same agreement to complete limited manhole rehabilitation services in the southeast area of the Village. At the time, the anticipated expense was less than Village Manager's spending authority. Based on the scope of work identified for this year, the anticipated cost is roughly $66,000. Therefore, staff is bringing forward an agreement for Village Council's consideration.

Separately, in 2025, Culy's parent company began consolidating several of its subsidiaries. At this point, Culy is being merged with BLD Services but has agreed to honor all the original contract terms. For that reason, the resolution and contract lists BLD in place of Culy.

Combined Sewer lining and Manhole Repair budget = $800,000
R-21-2026 $715,000 - sewer lining
R-29-2026 $66,000 - manhole repair
Remaining Budget $19,000

The Fiscal Year 2026 Budget contains $600,000 in Sanitary Sewer Fund Account No. 540-70.01-670 ("Sanitary Sewers") for a combination of critical main and manhole rehabilitation work. Staff is requesting authorization for up to $66,000 based on the work identified for this contract leaving $534,000 available for other critical work; refer to item R-21-2026 for the utilization of this remaining budget on sewer lining.

RECOMMENDATION:
Staff recommends awarding an agreement for manhole rehabilitation services to BLD Services in an amount not to exceed $66,000.

ATTACHMENTS:
1. Resolution No. R-29-2026: Approving a Contract with BLD Services, LLC for Manhole Rehabilitaiton Services

RESOLUTION NO. R-29-2026

A RESOLUTION APPROVING A CONTRACT WITH
BLD SERVICES, LLC FOR MANHOLE REHABILITATION 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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for annual manhole rehabilitation services (***"Work"***); and

WHEREAS, the Municipal Partnering Initiative (***"MPI"***) Village of Arlington Heights (Lead Agency), the Village of Glenview, the City of Highland Park, the City of Highwood, and the Village of Rolling Meadows (collectively, the ***"Municipalities"***) jointly requested bids for performance of the Work within each Municipalities' respective corporate boundaries; and

WHEREAS, the Municipalities determined that Culy Contracting, LLC, of Winchester, Indiana (***"Original Contractor"***) was the lowest responsive and responsible bidder for the Work; and

WHEREAS, the Original Contractor was acquired by BLD Services, LLC, of Kenner, Louisiana (***"Contractor"***) and Contractor has agreed to honor the same bid and MPI agreement as the Original Contractor; and

WHEREAS, although the Village was not initially included in the group of Municipalities that went out for bid, the Village contacted the Contractor regarding the Work, and the Contractor agreed to honor the prices proposed in the MPI bid; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that the Contractor is the lowest responsive and responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a one-year contract with Contractor for the performance of the Work within the Village's corporate boundaries (***"Contract"***) in an amount not to exceed $66,000 per year in 2026; 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 Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 3rd day of March 2026, 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

Manhole Rehabilitation Services

Full Name of Contractor BLD Services, LLC ("Contractor")
Principal Office Address 2424 Tyler Street, Kenner, LA 70062
Local Office Address 2424 Tyler Street, Kenner, LA 70062
Contact Person Leyton Peavler Telephone Number 765-393-7654

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

Contractor warrants and represents that Contractor 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 which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Contractor proposes and agrees that 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 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 ***Village Custodial Services***.

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 Contractor 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, Contractor 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 Contractor 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, Contractor proposes and agrees that Contractor 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 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 Proposal

If this Contract is accepted, Contractor proposes, and agrees, that 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, including performance bond procurement, the ***Village will not pay more than the unit 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 Contractor, 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 Contractor to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Contractor proposes and agrees that Contractor shall commence the Work within 10 days after Owner's acceptance of the Contract provided Contractor shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Contractor proposes and agrees that Contractor shall perform the Work diligently and continuously and shall commence the Work on or around June 1, 2026 and terminate on November 30, 2026. In the event this contract is renewed for additional years, the contract time shall be adjusted to reflect these same dates for each respective year.

4. Financial Assurance

A. Bonds. Contractor shall furnish such bonds as required in Attachment A,.

B. Insurance. If this Contract is accepted, Contractor proposes and agrees that Contractor 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 Contractor's duty to carry adequate insurance or on Contractor'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, Contractor proposes and agrees that Contractor 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 Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Contractor proposes and agrees that 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. 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 Contractor's contract proposal is opened.

6. Contractor's Representations and Warranties

To induce Owner to accept this Contract, Contractor 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. Contractor, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within ***one*** year after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor'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 Contractor to correct Work and shall 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, shall 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. 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. Contractor 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. 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 above.

7. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor 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 Contractors.

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in

exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Contractor; 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 Contractor, 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 Contractor 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 Contractor 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___.

Contractor's Status: ( ) _____ Corporation ( ) _____ Partnership ( ) Individual Proprietor
(State) (State)

Contractor's Name:

_____

Doing Business As (if different):

_____

Signature of Contractor or Authorized Agent:

[redacted] _____

(if corporation)

Printed Name: _____

Title/Position: _____

Contractor's Business Address:

_____

_____

Contractor's Business Telephone: _____ Facsimile: _____

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

NAME	TITLE	ADDRESS

BLD SERVICES, LLC

CERTIFICATE OF AUTHORIZATION FOR
BLD SERVICES, L.L.C., BY FRANK BUECHE

I, Frank Bueche, the duly elected and acting Secretary/Treasurer and Manager of BLD Services, L.L.C., a Louisiana limited liability company, pursuant to the authority granted to me by resolutions unanimously adopted by the Managers of BLD Services, L.L.C., in a Unanimous Written Consent of the Managers of BLD Services, L.L.C., dated August 4, 2025, which resolutions are in full force and effect as of the date hereof, do hereby certify that the Board unanimously adopted the following resolution:

> FURTHER RESOLVED, that Frank Bueche, Daniel P. Wagner, Jacob Trapani, Brent D. Albert, Danny M. Albert and Dustin T. Richards be and are each further individually authorized and empowered to sign or otherwise execute any and all bids and contracts for or on behalf of BLD Services, L.L.C., whether they be inside or outside the State of Louisiana, including but not limited to the execution of any and all papers, documents, change orders, affidavits, bonds, sureties and acts, lien waivers and to receive and receipt thereof all purchase orders, or notices issued pursuant to the provisions of any such bids or contracts, with all of the rights, powers, and authority incumbent thereto.

_____

DATE

[redacted]

Frank Bueche
SECRETARY/TREASURER AND MANAGER

BLD SERVICES CORPORATE LLC SEAL EST. 2001

4897-6435-3882, v. 1

UNANIMOUS WRITTEN CONSENT
OF THE MANAGERS OF BLD SERVICES, L.L.C.

We, the undersigned, constituting all of the Managers of BLD Services, L.L.C., a Louisiana limited liability company, do hereby unanimously approve the following resolutions, effective immediately:

RESOLVED, that the following persons are hereby elected and confirmed as the Officers and Managers of BLD Services, L.L.C.:

Daniel P. Wagner — President and Manager

Jacob Trapani — Vice President and Manager

Robert Tullman-Manager

Kendall Welsh-Manager

Burt Keating-Manager

Frank Bueche- Secretary/Treasurer and Manager

RESOLVED FURTHER, that Frank Bueche, Daniel P. Wagner, Jacob Trapani, Brent D. Albert, Danny M. Albert and Dustin T. Richards be and are each hereby individually authorized and empowered to submit bids for private or public contracts for or on behalf of BLD Services, L.L.C., whether such bids be inside or outside the State of Louisiana, with all of the rights, powers, and authority incumbent thereto.

FURTHER RESOLVED, that Frank Bueche, Daniel P. Wagner, Jacob Trapani, Brent D. Albert, Danny M. Albert and Dustin T. Richards be and are each further individually authorized and empowered to sign or otherwise execute any and all bids and contracts for or on behalf of BLD Services, L.L.C., whether they be inside or outside the State of Louisiana, including but not limited to the execution of any and all papers, documents, change orders, affidavits, bonds, sureties and acts, lien waivers and to receive and receipt thereof all purchase orders, or notices issued pursuant to the provisions of any such bids or contracts, with all of the rights, powers, and authority incumbent thereto.

FURTHER RESOLVED, that Frank Bueche be and is an authorized agent of BLD Services, LLC, for any and all purposes and with all of the rights, powers and authority incumbent thereto to certify on behalf of BLD, Services, LLC, the members, the managers, who is authorized to execute and deliver any instruments or documents on

behalf of BLD Services, LLC and attest to the authority of any copy of the Articles of Organization or Operating Agreement of the Company.

FURTHER RESOLVED, that the Managers of BLD Services, L.L.C., do ratify, confirm and approve and accept each and every act performed by Frank Bueche, Daniel P. Wagner, Jacob Trapani, Brent D. Albert, Danny M. Albert and Dustin T. Richards on behalf of BLD Services, L.L.C. as an Agent in furtherance of these resolutions.

Thus, done and signed this 5th day of August, 2025

[redacted]
DANIEL P. WAGNER, PRESIDENT AND MANAGER

[redacted]
JACOB TRAPANI, VICE-PRESIDENT AND MANAGER

[redacted]
ROBERT TULLMAN, MANAGER



[redacted]
KENDALL WELSH, MANAGER

[redacted]
BURT KEATING, MANAGER

[redacted]
FRANK BUECHE, SECRETARY/TREASURER AND MANAGER

ATTACHMENT A: SPECFICATIONS

1. **Incorporation of All Existing Terms and Conditions:** This contract fully incorporates all terms, conditions and other miscellaneous requirements and provisions as outlined in original joint bid and contract attached as Attachment B except as otherwise modified in the Village's Contract and these Specifications. It is expressly understood that BLD Services, as the successor to Culy Contracting, shall honor the same agreement.
2. **Pricing**: Unit pricing shall be as outlined in the pricing matrix attached as Attachment B. It is expressly understood that the Contractor's proposed unit pricing for all items and services in 2026 shall be as outlined in the Municipal Partnering Initiative's 2024 contract.
3. **Renewals**: As outlined in Attachment B, this agreement shall have one one-year extension (for calendar years 2027) to be exercised at the Village's sole discretion. If this contract is renewed, the pricing for each renewal shall be as outlined in the original joint bid with no escalation.

ATTACHMENT B

Village of Arlington Heights

33 S. Arlington Heights Road
Arlington Heights, IL 60005-1499
(847-368-5000)
Website: www.vah.com

NOTICE OF AWARD

Culy Contracting, LLC
5 Industrial Park Drive
Winchester, IN 47394

May 22, 2024

Project Description: Manhole Rehabilitation Services 2024

The Village of Arlington Heights has considered the proposal submitted by your Company for the above-described work in response to its INVITATION FOR BIDS opened May 9, 2024.

YOU ARE HEREBY NOTIFIED that your proposal/bid has been accepted by the Village Board on May 20, 2024 for items and services for the amount of: **Fifty Thousand Dollars and 00/100ths** ($50,000.00) for Two (2) years with the option to extend with one (1) one-year extension. The amount for year two shall be determined in the next fiscal year.

You are required to execute the Contract Documents and provide necessary Insurance documentation within Fifteen (15) days from the date of this Notice to you.

If you fail to execute said Contract within Fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and the Owner will be entitled to such other rights as may be granted by law. Please return signed contracts to Lisa Subrin.

You are required to return an acknowledged copy of this Notice of award to the Village, with two signed copies of the contract.

Dated this 22nd day of May, 2024
Village of Arlington Heights

By: [redacted]
Lisa Subrin, Purchasing Coordinator

Acceptance of Notice

Receipt of the above Notice of Award is acknowledged by Culy Contracting, LLC this 29th of May, 2024.

By: [redacted]

Title: Bruce Culy, Operations Manager

VILLAGE OF ARLINGTON HEIGHTS
CONTRACT

This Agreement is made and entered into this 22nd day of May, 2024, between the Village of Arlington Heights "Village" and Culy Contracting, LLC, "Vendor."

In consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, the parties agree as follows:

1. The Vendor agrees to do all the work, furnish all materials and all labor necessary to complete the work in full compliance with all of the terms of this agreement and the proposed specifications and the requirements of the Director under it;
2. The Village agrees to pay the Vendor based on unit prices for completion of the work in accordance with the bid documents;
3. It is understood and agreed that the Bid Documents, Specifications, Addenda, and the Bidder's response are all essential documents for the Manhole Rehabilitation Services 2024. They are attached and hereby made part of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Attest:

Village of Arlington Heights

_____
Clerk
(Seal)

By:_____

Title: _____

Date:_____

Attest:

Bidder:Culy Contracting LLC

[redacted]
Notary
(Seal) Sherri Greer

By:[redacted]

Title: Bruce Culy, Operations Manager

Date: 5/29/2024

Subscribed & sworn before me this 29th day of May 2024.



VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Addendum # 1

Date: May 1, 2024

To: All Bidders on the following Project

Project: **2024 Annual Manhole Rehabilitation MPI Bid**
Bid Opening: Thursday May 9, 2024 at 10:00 am *(This is a revised Bid Opening date)*

The following addendum shall be included and is considered part of the bid documents. The Bidder shall acknowledge receipt of this addendum and inclusion in the bid by including a signed copy with the sealed bid submitted. Failure to return this form may result in disqualification of the Bidder.

MATERIALS

g) REFERENCES

A. ASTM D638 - Tensile Properties of Plastics.
B. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
C. ASTM D695 - Compressive Properties of Rigid Plastics.
D. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.
E. ASTM D2584 - Volatile Matter Content.
F. ASTM D2240 - Durometer Hardness, Type D.
G. ASTM D543 - Resistance of Plastics to Chemical Reagents.
H. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.
I. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.
J. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica
K. ASTM - The published standards of the American Society for Testing and Materials.
L. NACE - The published standards of National Association of Corrosion Engineers.
M. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

SUBMITTALS

i) The following items shall be submitted:

1. Technical data sheet on each product used, including ASTM test results
2. Material Safety Data Sheets (MSDS) for each product used.
3. Project specific guidelines and recommendations.
4. Applicator Qualifications:

   a. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.

   b. Certification that the equipment to be used for applying the products has been manufactured or approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.

   c. Five (5) recent references of Applicator (projects similar size and scope) indicating successful application of a high-build solvent-free epoxy coating by plural component spray application.

QUALITY ASSURANCE

2. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

SCHEDULE OF QUANTITIES

- See the attached Schedule of Quantities Addendum

Bidder's Acknowledgment of Receipt:

Company Name: Culy Contracting LLC

Signature: [redacted]

Print Name: Bruce Culy

Title: Operations Manager

Date: 5/1/2024

Failure to return this form may result in disqualification of the Bidder

VILLAGE OF ARLINGTON HEIGHTS
FINANCE DEPARTMENT, PURCHASING DIVISION
33 S. ARLINGTON HEIGHTS ROAD

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

2024 ANNUAL MANHOLE REHABILITATION
FOR THE MUNICIPALITIES OF:

ARLINGTON HEIGHTS, GLENVIEW, HIGHLAND PARK, HIGHWOOD, AND ROLLING MEADOWS

Required for Use by: Village of Arlington Heights - Public Works & Engineering

Bid Deposit: 10% of bid

Performance Bond: 100% of bid

Date and Time Bids Due: May 2, 2024 10 a.m.

Date and Time of Bid Opening: May, 2 2024 10 a.m.

Project Contact: Jim Zaharapoulos, 847-368-5800

Purchasing Coordinator: Lisa Subrin, lsubrin@vah.com, 847-368-5509

In the event bidder cannot submit a bid on the requirements as set forth in the bid documents, he or she should return the bid documents with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the Village's qualified bidder's list, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities.

BID NOTICE

2024 ANNUAL MANHOLE REHABILITATION
FOR THE MUNICIPALITIES OF:

ARLINGTON HEIGHTS, GLENVIEW, HIGHLAND PARK, HIGHWOOD, AND ROLLING MEADOWS

Sealed proposals will be received by the Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, Illinois, until 10 a.m. local time on May 2, 2024, at which time they will be publicly opened and read.

All proposals or bids offered must be accompanied by a bid security in the amount of 10% of the total bid in the form of a certified check, bid bond or cashier's check made payable to the Village of Arlington Heights. No bids shall be considered unless accompanied by such security.

Bidders shall comply with the Prevailing Wage Rate Act (820 ILCS 130). Bidders will also be required to comply with the applicable equal employment opportunity provisions.

The Village of Arlington Heights reserves the right to reject any or all proposals, to waive informalities in bidding and to accept the proposal deemed by the Board of Trustees to be the most favorable to the interests of the Village.

Specifications/bid documents may be obtained by contacting Lisa Subrin, Purchasing Coordinator, by email at lsubrin@vah.com

For a list of our current bids, visit our website at www.vah.com.

SCHEDULE OF QUANTITES
Addendum #1

Items	Unit	Arlington Heights	Glenview	Highland Park	Highwood	Rolling Meadows	Quantity Total	Unit Price	Total Price
MANHOLE WALL CEMENTITIOUS COATING	VF	330	181	356	100	525	1,492	$145.00	$216,340.00
MANHOLE EXTERIOR WALL GROUTING	GAL					1	1	$22.00	$22.00
GROUT/SEAL ABANDONED SERVICE	EA						-	$250.00	$0.00
RECONSTRUCT BENCH/TROUGH INVERT	EA	2	17			9	28	$400.00	$11,200.00
INTERNAL FRAME/CHIMNEY SEAL-EPOXY BASED	EA	39					39	$385.00	$15,015.00
INTERNAL FRAME/CHIMNEY SEAL-MECHANICAL	EA	0	17				17	$550.00	$9,350.00
PRE/POST CONSTRUCTION VIDEO INSPECTION	EA	0	17				17	$55.00	$935.00
Grand Totals (Option #1)									$252,862.00

OPTION #2- Same as OPTION #1 with the addition of a 100% Solids Full Depth Epoxy Lining

Items	Unit	Arlington Heights	Glenview	Highland Park	Highwood	Rolling Meadows	Quantity Total	Unit Price	Total Price
MANHOLE WALL CEMENTITIOUS COATING	VF	330	181	356	100		967	$100.00	$96,700.00
MANHOLE EXTERIOR WALL GROUTING	GAL						0	$22.00	$0.00
GROUT/SEAL ABANDONED SERVICE	EA						-	$250.00	$0.00
RECONSTRUCT BENCH/TROUGH INVERT	EA	2	17				19	$400.00	$7,600.00
FULL DEPTH EPOXY LINER	LF	330	181	356	100		967	$150.00	$145,050.00
INTERNAL FRAME/CHIMNEY SEAL-EPOXY BASED	EA	39					39	$385.00	$15,015.00
INTERNAL FRAME/CHIMNEY SEAL-MECHANICAL	EA	0	17				17	$550.00	$9,350.00

PRE/POST CONSTRUCTION VIDEO INSPECTION	EA	0	17				17	$55.00	$935.00
Grand Totals (#2)									$274,650.00

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [redacted]

Company Name: Culy Contracting LLC

Typed/Printed Name: Bruce Culy

Date: 5/6/2024

Title: Operations Manager

E-mail: leyton.peavler@culycontracting.com

Telephone Number: 765-584-8509

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [redacted]
Company Name: Culy Contracting LLC
Typed/Printed Name: Bruce Culy
Date: 5/2/2024
Title: Operations Manager
E-mail: bruce.culy@culycontracting.com
Telephone Number: 765-584-8509

VILLAGE OF ARLINGTON HEIGHTS
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
PUBLIC IMPROVEMENT/SERVICES

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND SERVICES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE VILLAGE OF ARLINGTON HEIGHTS ("VILLAGE"), UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND WILL NOT SECURE RELIEF ON THE PLEA OF ERROR.

1. INTENT

The Village of Arlington Heights, ("Arlington Heights"), The Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), the City of Highwood ("Highwood"), and The City of Rolling Meadows ("Rolling Meadows"), (collectively, "Municipalities") intend to jointly bid manhole rehabilitation and award to a primary contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Arlington Heights is conducting the bidding process on behalf of the Municipalities. Each Village's municipal manager or board of trustees Village Board as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/). Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last three (3) years. At a minimum reference submission shall include two to three (2-3) municipal references.

2. BID PRICE

The Contractor shall provide pricing per the specifications identified herein.

3. PRE-BID CONFERENCE

NO PRE-BID MEETING WILL BE HELD.

Contractors interested in bidding this work are urged to attend the pre-bid conference. Attendance at this meeting is not mandatory; however, Contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

4. AWARD

Contract term is for 2 years, with the possibility of two (2) one (1) year extensions if in agreement of both parties.
Award shall be made to the lowest responsive and responsible bidder (s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the municipalities for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the municipality.

5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Municipalities do not guarantee any specific

amount and shall not be held responsible for any deviation. This contract shall cover the Municipalities' requirements whether more or less than the estimated amount.

6. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Arlington Heights shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Arlington Heights, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities
- Certificate of insurance naming each other Municipality as an additional insured
- Certified payrolls to each of the other Municipality for work performed

6.1 PREPARATION OF PROPOSALS:

The bidder shall submit their sealed bid proposal on the proposal forms provided. The proposal shall be executed properly and all writing shall be ink or typewritten, except the signature of the bidder which shall be written in ink. The bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the proposal forms.

Bidders are requested to submit their bids directly to the owner in a properly sealed envelope. If the bidder is a corporation, the legal name of the corporation, the state of incorporation and the business address shall be set forth together with signature of the officer or officers authorized to sign contracts on behalf of the corporation and attested by the secretary of the corporation. The corporate seal shall also be affixed. If the bidder is partnership, the true name and seals shall also be affixed. If the bidder is a partnership the true name and address of the firm shall be set forth together with the signatures of authorized partners. If the bidder is an individual, the signature and address shall be inscribed. If the signature is by an agent other than an officer of the corporation or member of the partnership, a power of attorney must be submitted with the bid, otherwise, the bid may be regarded as irregular. All names must be printed below the signature.

6.2 BID SECURITY:

No bid will be considered unless accompanied by a bid security as defined in the Invitation to Bid as a guarantee that if the bid is accepted the bidder will execute the agreement and file bonds and insurance's required by the contract documents. Bid securities shall be made payment to the Village of Arlington Heights. In the event that the bidder fails to furnish the required bonds and insurance within ten (10) calendar days after notice of acceptance of the bid by the Village, then the bid deposit of the bidder shall be retained by the Village as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said Village will sustain due to the bidder's failure to furnish said bond.

6.3 BID SUBMITTAL:

Each bid properly signed together with the bid security and all documents bound herewith shall be enclosed in a sealed addressed and entitled envelope as specified in the Invitation for Bids and delivered to the office designated in the Invitation for Bids. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face of it.

6.4 WITHDRAWAL OF BID:

No bid shall be withdrawn after the opening of any bid without the consent of the Village. Any bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids for the opening of bids provided that a

request in writing executed by the bidder or duly authorized representative for the withdrawal of such bid is filed with the owner prior to the time specified for the opening of bids.

6.5 AWARDING THE BID:

The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Village Board to be in the best interest of the Village, who complies with all the provisions of the invitation to bid. The Village reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the Village. The Village also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom an investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications will be considered by the Village:

a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;

b. Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

d. The quality of performance of previous contracts or services;

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;

Except as otherwise provided by law, the Village Mayor and Board of Trustees reserves the right to reject any or all bids and to waive any informality in the bids received.

7. WORK COVERED BY CONTRACT DOCUMENTS:

The work comprises the completed Public Improvement/Services required by the contract documents and includes all labor necessary to produce such Public Improvement/Services and all materials and equipment incorporated or to be incorporated in such Public Improvement/Service.

8. AWARD:

The decision of the Village to accept the proposal of a responsible bidder for the work, subject to the execution and approval of the contract and contract bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

8.1 BIDDER:

Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

8.2 BID PROPOSAL SECURITY (PROPOSAL GUARANTEE):

The security furnished with the bid to guarantee that the bidder will enter into the contract for the work.

8.3 CONTRACT /AGREEMENT:

The contract represents the entire and integrated agreement between the Village and contractor and supersedes all prior negotiations, representations or agreements either written or oral. The contract may be amended, or modified in writing signed by both parties.

8.4 CONTRACT BOND:
The form of security approved by the Village and furnished by the contractor and a surety as a guarantee of good faith and ability on the part of the contractor to execute the work in accordance with the terms of the contract.

8.5 CONTRACT DOCUMENTS:
The Village/contractor agreement, the conditions of the contract (general), supplementary or special and other conditions), the plans, specifications, addenda and all modifications (written amendments, change orders, written interpretations or other written orders), and the contract bond when required.

8.6 CONTRACTOR:
The contractor is the person or entity identified in the Village-contractor agreement and is referred to throughout the contract documents as if singular in number. The term contractor means the contractor or an authorized representative.

8.7 CORPORATION:
A corporate body authorized or licensed to do business in Illinois.

8.8 ENGINEER:
When the word "Engineer" appears in the specifications it shall mean the Village Engineer of the Village of Arlington Heights, Illinois or those designated by the Village Engineer.

8.9 OBSERVER:
The Village's authorized representative assigned to observe any or all portions of the work and materials being used for the project.

8.10 OWNER/VILLAGE:
When the word "Owner" or "Village" appears in the specifications they shall mean the Village of Arlington Heights, Illinois, a municipal corporation of the State of Illinois, 33 South Arlington Heights Road, Arlington Heights, Illinois 60005.

8.11 PLANS:
All official drawings or reproductions of drawings pertaining to the work provided for in the contract.

8.12 PROJECT MANUAL:
The booklet (manual) which includes the bidding requirements, conditions of the contract, the proposal, specifications.

8.13 BID PROPOSAL:
The written offer of the bidder to perform the work proposed and presented to the Village.

8.14 SPECIAL CONDITIONS:
Special conditions when included in these contract documents shall supplement the general conditions, the attached specifications and the plans on particular portions of the project. They shall govern the contract documents wherever they conflict therewith; but shall not operate to annul those portions of the contract documents with which they are not in conflict.

8.15 SPECIFICATIONS:
The body of descriptions, conditions and requirements contained in the contract, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantities, or the quality of materials to be furnished under the contract.

8.16 SURETY:
The corporate body, acceptable to the Village, bound with and for the contractor to insure the contractor's performance of the contract and for payment of all obligations pertaining to the work.

8.17 MISCELLANEOUS DEFINITIONS:

a. "Shall" means mandatory.
b. "As Required" means as prescribed by the contract documents.
c. "As Necessary" means essential to the completion of the work.
d. "Or Equal" means a substitute meeting the exact specification of those items so stated on the drawings, details, and/or the specifications and approved by the Village before bids are submitted.

9. CONTRACT DOCUMENTS

9.1 OWNERSHIP OF PLANS AND SPECIFICATIONS:
All plans and specifications and copies thereof furnished by the Village are Village property. They are not to be used on other work and with the exception of one complete set, are to be returned to the Village on request, at the completion of the contract work.

9.2 EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE OF PROPOSED WORK:
The bidder shall, before submitting a bid, carefully examine the contract, including the proposal, specifications, general and special conditions. The bidder shall inspect the site of the proposed work and become familiar with all the local conditions affecting the contract and the detailed requirements of the public improvement/service. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to comply with these instructions. The Village will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

9.3 INTENTION OF CONTRACT DOCUMENTS:
The contract documents are complementary; what is called for by one is as binding as if called for by all. The contractor shall bring any conflict, errors, or discrepancies in the contract documents to the attention of the Village in writing before proceeding with the work affected.

9.4 BID PROPOSAL SECURITY (PROPOSAL GUARANTEE):
Each proposal shall be accompanied by a bid proposal security (see invitation or instructions to bidders). A bid proposal security shall be a properly certified check, bank draft, bank cashier's check or bid bond for the amount of 5% of the total bid, made payable to the Village or Arlington Heights. The proposal guarantee will be returned within five (5) working days after the bid opening date to all but the successful bidder, and one alternate bidder to be designated by the Village. The proposal guarantee of the successful bidder and the alternate bidder will be returned as soon as the contract bond, insurance policies and certificates are in proper order, delivered to the Village and the contract has been fully executed by the bidder to whom the contract is awarded.

9.5 BONDING REQUIREMENTS:

a. Surety Bond. The Contractor will furnish and deliver a surety bond to the Village in the form approved by the Village and such bond will be secured for the payment and materials used and labor performed in this public work. This bond will have a minimum "A" rating as defined in Best's Key Rating Guide and will be in an amount of the full value of this construction contract.
b. N/A Performance and Payment Bond. The Contractor will provide both a Performance and Payment Bond each for 100% of the contract price with a minimum "A" rating as defined in Best's Key Rating Guide and be conditioned on the faithful performance of the requirements of the contract, and will have as surety a corporate surety authorized to act as such in Illinois and that the Contractor will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying them with labor or materials in the prosecution of the work provided for in the Contract; and will guarantee to indemnify and hold harmless the Village and its officers and employees for all costs, damages and expenses arising out of or by reason of the contractor's failure to comply and perform the work and to complete the contract in accordance with the specifications.
c. Failure on the part of the contractor to obtain and deliver a Surety, Performance, and Payment Bonds, acceptable to the Village, within fifteen (15) calendar days from the date of Notice of Award of contract will be considered just cause for the annulment of the Award and the forfeiture of the bid

proposal security to the Village.

9.6 CONFLICTS:
Where conflict exists within or between parts of the contract documents and applicable standards, codes or ordinances, the more stringent or higher quality requirements shall apply. Large scale drawings take precedence over smaller scaled drawings, figured dimensions on the drawings over scaled dimensions, and noted materials over graphic representations.

9.7 BID PROPOSAL:
The bidder shall submit a sealed bid proposal on the attached proposal forms. The proposal shall be executed properly and all writing shall be in ink or typewritten, except the signatures of the bidder which shall be written in ink. Proposals that contain omissions, erasures, alterations, irregularities of any kind, or not accompanied by the proper proposal guaranty shall be rejected. However, the Village reserves the right to reject or accept any and all proposals and to waive technical error as may be deemed in the best interest of the Village.

9.8 LATE BIDS:
Late bids shall not be considered and will be returned unopened.

10. PROPOSAL FORM

10.1 UNIT PRICE BID PROPOSAL FORM

a. Bidders will be furnished with a unit price bid proposal form, attached to the project manual, stating the items of work contemplated and the approximate estimated quantities. It is the result of careful calculations and is believed to be correct, but it is given only as a basis for comparison of proposals and the award of the contract. The Village does not expressly or by implication agree that the actual quantities involved will correspond exactly with the estimated quantities. The bidder shall verify these quantities before bidding.
b. Payment will be based on the actual quantities of work performed in accordance with the contract, as the contract unit prices specify. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Village reserves the right to omit any item entirely, or to increase or decrease any or all items.

10.2 LUMP SUM BID PROPOSAL FORM:
Bidders will be furnished with a lump sum bid proposal form, attached to the project manual, for the work to be performed.

11. LAWS, PERMITS AND REGULATIONS

a. The contractor shall at all times comply with all federal, state and local laws, regulations, and ordinances. Any complaint, claim or action brought against the contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the contractor and shall in no way extend to or expose the Village to liability. The contractor shall indemnify and hold harmless the Village from any and all such complaints, claims or actions. In addition, the contractor agrees to comply with all applicable statutes regarding prevailing wage laws.
b. Unless otherwise provided in the contract documents, the contractor shall secure and pay for the construction permit and all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work.
c. If the contractor performs any work knowing it violates any laws, ordinances, rules and regulations, the contractor shall assume full responsibility and shall bear all attributable costs.
d. All work done under the contract shall be done to the satisfaction of the Village. The Village will determine the amount of completed work which is to be paid for under the contract. The Village will decide all questions that may arise regarding the measurements of quantities and fulfillment of this contract, and will determine all questions concerning the true intent or meaning of the plans and specifications. This determination and decision will be final.
e. The contractor and all subcontractors shall be licensed with the Village of Arlington Heights and the

State of Illinois where applicable and shall provide indemnity bonds required by the Village Code.

11.1 EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

a. Whenever there is a period of excessive unemployment in Illinois which is defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured in the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the contractor shall employ only Illinois laborers. "Illinois laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.
b. Other laborers may be used when Illinois laborers, as defined herein, are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the Village. The contractor may replace no more than three (3) regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.
c. This provision applies to all labor whether skilled, semi-skilled, whether manual or non-manual.

11.2 EMPLOYMENT PREFERENCE:

The contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State or its political subdivisions, passed by the 59th General Assembly and approved on June 12, 1935, "(330 ILCS 55/1)".

11.3 ILLINOIS HUMAN RIGHTS ACT:

The contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1.101, et seq including, but not limited to establishment of sexual harassment policies and program.

11.4 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract the contractor agrees as follows:

a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin or ancestry and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
b. That if it hires additional employees in order to perform this contract or any portion hereof it will determine the availability (in accordance with the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
c. That in all solicitations or advertisements for employees placed by it or on its behalf it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
e. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public contracts. Furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of

investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

g. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts. So that such provision will be binding upon every such subcontractor and that it will also include the provisions of paragraphs 1, 5, 6 and 7. In every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract. The contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors: and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
h. The Village of Arlington Heights does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in its programs and activities.

11.5 THE AMERICANS WITH DISABILITIES ACT:
(42 USC 121-1 et seq.) and its accompanying regulations (28 CFR 35.130) prohibit discrimination against qualified individuals with disabilities by a local government, whether directly or through contractual arrangements, in the provision of any benefit, service, program or activity of the public entity. As a condition of receiving this contract, the contractor certifies by signing the bid proposal form, that any services, programs and activities provided under this contract are now and will continue to be in compliance with the Americans with Disabilities Act.

12. CONTRACTOR

12.1 COMPETENCY OF CONTRACTOR:
The contractor shall, when requested by owner, furnish signed statements, showing responsibility, financial ability, experience, amount and condition of equipment and the value of all uncompleted work under contract.

12.2 SUPERINTENDENT OR FOREMAN:
The contractor shall supervise and direct the work efficiently, and with the contractor's best skill and attention. The contractor shall be solely responsible for the negligence of others in the means, method, techniques, sequence or procedure of Public Improvement / Services which is indicated in and required by the contract documents. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

12.3 WORKMANSHIP:
The contractor shall be responsible for high quality workmanship on all items of work.

12.4 RESPONSIBILITY:
The contractor and subcontractor shall be responsible for maintaining of safe equipment and using proper methods and procedures. The Village reserves the right to ascertain and to require that the contractor's work and the subcontractor's work complies with the contract.

12.5 HOLD HARMLESS AND INDEMNIFICATION:
To the fullest extent permitted by law, the contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless the Village, it's officers, employees, servants, and agents, from and against all claims, actions, suits, judgments, costs, losses, expenses including but not limited to fees and charges of attorneys, engineers and architects, court and arbitration costs, and liabilities of whatsoever kind or nature arising out of:

a. Any infringement (actual or claimed) on any patents, copyrights or trade names by reason of any work performed by the contractor under this contract or by reason of anything to be supplied by the

contractor pursuant to this contract.

b. Bodily injury, including death, "sickness or disease", to any person or persons (including contractor's officers, employees, agents, and servants) or damage to or destruction of any property including the loss of use thereof:
   1) caused by whole or in part by any act, error or omission by the contractor or any subcontractor or anyone directly or indirectly employed by any of them;
   2) arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks, and property adjacent hereto;
   3) arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the contract.

c. In any and all claims against the Village or it's agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this section 1.06, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. This indemnification does not apply to any liability caused by the Village's own negligence.

12.6 ADANDONMENT:

If the contractor abandons or neglects the work or if the Village at any time is convinced that the work is unreasonably delayed, or that the conditions of the contract are being willfully violated, executed carelessly, or in bad faith, the Village may notify the contractor in writing, and if this notification is without effect within twenty-four (24) hours after the delivery thereof, then, and in that case, the contractor shall discontinue all work under the contract and the Village shall have full authority to make arrangements for the completion of the contract at the expense of the contractor.

12.7 CLEAN UP AND SITE MAINTENANCE:

The contractor shall at all times keep the site and adjoining premises free from accumulation of waste material or rubbish caused by its employees or work, and at the completion of the work, shall remove all rubbish, tools, and surplus materials from the site and adjoining premises, leaving the area in a neat and workmanlike condition. In case of dispute, the Village may remove the rubbish and charge the cost to the contractor.

12.8 CHANGES/ALTERATIONS OF CONTRACT WORK AND EXTRA WORK:

The Village reserves the right to alter the specifications by adding or subtracting from the original quantities as bid without invalidating the contract. All such work shall be executed under the same conditions as the original contract, except for an extension in time when any such change/alteration results in additional work. All changes/alterations shall be made only when ordered in writing from the Village as follows:

a. The Village Manager must approve an increase in the contract price of not more than $10,000.00 by written change order.
b. The Village Board must approve an increase in the contract price in all other instances or an extension in the contract completion time by written change order.
c. The value of any change shall be determined by one or more of the following methods:
   1) An approved Lump Sum.
   2) Unit Prices given in the Contract or subsequently agreed upon.

13. PROTECTION OF PERSONS AND PROPERTY

13.1 SAFETY PRECAUTIONS AND PROGRAMS:

The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

13.2 SAFETY OF PERSONS AND PROPERTY

a. The contractor shall take all reasonable precautions for safety, and all reasonable protections to

prevent damage, injury or loss to:

1) all employees on the site and all other persons who may be affected hereby;
2) all the work and all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody, or control of the contractor or any subcontractors; and
3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of Public Improvement/Service.

b. The contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulation and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
c. The contractor shall erect and maintain, as required by existing condition and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
d. The contractor shall use proper warning guards and safety devices with respect to the construction area.
e. No trees, fire hydrants, utility poles, shrubs or hedges, traffic signs, or other public structure shall be removed, replaced, damage or destroyed unless and until approval for such removal, replacement, damage or destruction has been given in writing from the Village.

f. Notwithstanding the foregoing requirements, the contractor shall be responsible for taking immediate steps to correct any damage or injury to public structures, utility services, roadways or public buildings as well as any damage or injury occasioned to private property as a result of the contractor's activities.

g. The contractor should keep a daily record of all injuries or incidents or damage occurring in, on or near the construction site as a result of the contractor's construction activities. This information shall be given to the Village within twenty-four (24) hours after the day of occurrence.

14. INSURANCE REQUIREMENTS:

a. The Contractor shall not commence work until the Contractor has obtained all insurance required in these documents. The Contractor shall purchase and maintain, throughout the duration of the contract, insurance as is appropriate for the work being performed and furnished and shall provide protection from claims which may arise out of or result from the Contractor's performance and furnishing of the work and Contractor's other obligations under the contract documents, whether it is to be performed or furnished by the Contractor, by any Subcontractor, by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.
b. Insurance required by this Section shall be written with a company having at least an "A" Property-Casualty Rating, and financial size of at least Class 7 as listed in the most recent published A. M. Best's Insurance Guide.
c. The Village shall be named as additional insured on all policies required by the contract except for Workmen's Compensation Insurance. The coverage afforded shall be primary and non-contributory for the additional insured with respect to claims arising out of operations preformed by or on behalf on the Contractor. Additional insured: Village Of Arlington Heights, its Officials, Employees, Agents and Volunteers. If the additional insured has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of the Contractor's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance. Additional insured status shall be provided by original endorsement as least as broad as CG 20 10 04 13 or CG 20 26 04 13.
d. As a minimum, the contractor shall secure and maintain the types of insurance as herinafter specified, and shall submit evidence to the Village on an annual basis that the insurance coverage's are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Village, but regardless of such acceptance it shall be the responsibility of the Contractor to main adequate insurance coverage until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in

accordance with the General Conditions and Instruction to Bidders. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

e. The Contractor shall forward original copies of the Certificates of Insurance with the coverage's and limits specified annually during the contract period to the Purchasing Division, Finance Department, 33 S. Arlington Heights Road, Arlington Heights, IL 60005.

f. Insurance Certificates and Policies delivered to the Village shall recite that 30 days prior written notice will be given to the Village by certified mail before any policy is materially changed, canceled, or not renewed.

14.1 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY:

The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

The liability limits shall not be less than:

1. Worker's Compensation.....Statutory
2. Employer's Liability.....$1,000,000 per occurrence

14.2 BUSINESS AUTO LIABILITY:

The insurance shall be written in automobile liability form and shall protect the Contractor against all claims for injuries to persons and damages to property arising from the ownership, maintenance or use of any motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, non-owned or hired.

The liability limits shall not be less than:

1. Bodily Injury and Property Damage Combined.....$1,000,000 per occurrence

14.3 COMMERCIAL GENERAL LIABILITY, INCLUDING PREMISES AND OPERATIONS, CONTRACTUAL, PERSONAL INJURY, PRODUCT LIABILITY, COMPLETED OPERATIONS, AND BROAD FORM PROPERTY COVERAGES:

(a) This insurance shall be written in Commercial General Liability form and shall protect the Contractor against all claims arising from injuries to persons or damages to property caused by any act or omission of the Contractor or his agents, employees or Subcontractors. The Contractors General Aggregate shall apply on a per Project basis. The Broad Form General Liability Endorsement shall be included.

(b) In addition, this policy shall contain a Contractual Liability Endorsement covering any Contractual Liability assumed in the Contract and all changes and modifications thereto, whether in writing or oral.

(c) The scope of the coverage shall also include the Personal Injury Hazards including "a", "b", and "c". "a" includes false arrest, malicious prosecution, and unwillful detention or imprisonment. "b" includes libel, slander, and defamation of character. "c" includes wrongful eviction, invasion of privacy, and wrongful entry. Fellow Employee exclusion shall be removed.

(d) The Policy shall also include Broad Form Property Damage Protection.

(e) The Contractor shall include all the Contractor's employees as additional insureds under the policy.

(f) Commercial General Liability Coverage shall contain no exclusions for explosion, collapse or underground work (X, C, U).

(g) The liability limits shall not be less than:

1. Bodily Injury and Property Damage, Combined single limit, per occurrence

including, Contractual Liability – Broad Form Products and
Completed Operations.....$2,000,000

2. Premises/Operations
Personal Injury.....$1,000,000

3. General Aggregate.....$4,000,000

Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

(h) The Contractor may furnish coverage for bodily injury and property damage for Business Auto Liability and Commercial General Liability through the use of a combined limit as indicated above or through separate single limits acceptable to the Village.

14.4 UMBRELLA EXCESS LIABILITY:

Special coverage shall be as follows.....$2,000,000 over primary insurance

The required coverages may be in combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy excess the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Policy should be written on an occurrence basis.

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

15. PAYMENTS
respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Village of Arlington Heights accountspayable@vah.com	City of Highland Park kmiller@cityhpil.com	City of Highwood AP@cityofhighwood.org
	City of Rolling Meadows kilarskim@cityrm.org	

15.1 TAXES:
No charges will be allowed for taxes from which the Village is exempt. The Village is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax, nor the Service Use Tax. The Village is also exempt from Federal Excise Transportation Tax.

16. TERMINATION OF THE CONTRACT:
The Village may terminate the contract upon the occurrence of any one or more of the following events:

a. The contractor files under any chapter of the Bankruptcy Code (Title 11, United States Code) takes any equivalent or similar action by filing a petition or otherwise under any federal or state law in effect at the time relating to bankruptcy or insolvency.
b. If a petition is filed against the contractor under any chapter of the Bankruptcy Code as now or

hereinafter in effect or if a petition is filed seeking any equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

c. If the contractor makes a general assignment for the benefit of creditors.
d. If a trustee, receiver, custodian or agent of the contractor is appointed to take charge of the contractor's property for the purpose of enforcing a lien against the property or for the purpose of general administration of the property for the benefit of the contractor's creditors.
e. If the contractor admits in writing an inability to pay its debts generally as they become due.
f. If the contractor persistently fails to perform the work in accordance with the contract documents, including but not limited to failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established herein.
g. If the contractor disregards laws and regulations of any public body.
h. If the contractor disregards the authority of the Village.
i. If the contractor violates any provisions of the contract documents.

2024 MUNICIPAL PARTNERING INITIATIVE
MANHOLE REHABILITATION SUMMARY OF WORK

General

Wherever the word "Owner" appears in this document, it shall be interpreted to mean each municipality representative.
Wherever the word "contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each municipality for performance of prescribed work.

Scope of Project

This project includes quantities for 698 linear feet of manhole wall coating and various quantities of associated work related to manhole rehabilitation. The work contained on this project is located within easements or right-of-ways of The Village of Arlington Heights, ("Arlington Heights"), The Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), the City of Highwood ("Highwood"), and The City of Rolling Meadows ("Rolling Meadows").

Each municipality has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Arlington Heights further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Work included is shown on drawings prepared by The Village of Arlington Heights which has been supplied by each municipality. The manhole rehabilitation work shown on the drawings is not conclusive and is subject to change. The drawings can be found in "Appendix B".

Maintenance Bond

The Contractor is required to furnish a maintenance bond approved by the municipality in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions for a period of three years from date of written final acceptance and final payment. If within the guarantee one (3) year period, any defects or signs of deterioration are noted which, in the opinion of the municipality, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

Contract Completion Date and Interim Completion Dates

The Contractor shall execute the contract within fifteen working days after contract award by each individual municipality. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.
The Contractor shall complete all work under this Contract on or before, but no later than, 180 calendar days after the date of execution of the Contract by each municipality.

1) **GENERAL**
   - **a)** Description. Manhole rehabilitation shall consist of all necessary measures including wall coating, external or internal grouting, reconstruction of bench and trough, to establish structural integrity and to eliminate the potential for inflow and infiltration.
2) **MATERIALS**
   - **a)** Patching Material. Patching cement mortars must meet ASTM standards for Compressive Strength (ASTM C-109), Tensile Strength (ASTM C-496) and Shrinkage (ASTM C-490). All materials must be approved by The Village of Arlington Heights before all bid submittals.
   - **b)** Manhole Wall Cementitious Coating. Cementitious coatings must meet ASTM standards for Compressive Strength (ASTM C-109), Flexural Strength (ASTM C-293), Tensile Strength (ASTM C-496). Freeze/Thaw (ASTM C-666), Shrinkage (ASTM C-596) and Bond Strength (ASTM C-882). All materials must be approved by The Village of Arlington Heights before all bid submittals.
   - **c)** Manhole Exterior Wall Grouting. Grouting materials to stop all visible/severe active infiltration as well as visible wall cracking shall be suitable for use below the freeze-thaw zone and above. All materials must be approved by The Village of Arlington Heights before all bid submittals. Note: Grouting installation shall conform to ASTM F2414-04.
   - **d)** Manhole Wall Epoxy Coating. Manhole wall epoxy coatings shall be of a 100% Solids chemically modified composition. Application thickness between 50 to 125 mils. All materials must be approved by

The Village of Arlington Heights before all bid submittals.

e) Internal Chimney Seal- Epoxy Based. Internal Chimney Epoxy Seals shall be of a 100% Solids chemically modified composition with an application thickness between 50 to 125 mils. All materials must be approved by The Village of Village of Arlington Heights before all bid submittals.

f) Internal Chimney Seal-Mechanical. Internal Chimney Mechanical Seals must meet ASTM standards for applicable material requirement (ASTM C-923). The flexible rubber sleeve shall be constructed of an extruded or molded high grade rubber with a minimum thickness of .130 inches for durability and resistance to punctures or tearing. Vertical span of up to 24 inches without the use of an extension shall be the standard. All other materials must be approved by the Village of Arlington Heights before all bid submittals.

3) **EXECUTION**

a) Preliminary Construction Inspection
Video and document each and every manhole before any and all preliminary manhole work is performed.

b) Preparation.
Place covers over invert to prevent extraneous material from entering the sewer lines before cleaning. Clean interior surfaces of manhole debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials. Pressure wash (minimum 3,000 psi) manhole walls to removed loose mortar, concrete, roots, and debris. Heavy grease build-up or unusual conditions may require hydro-blasting or chemical cleaning. Loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel and or scraper.

c) Fill any voids using one of the approved patching materials.
Active Leaks shall be stopped using quick-setting, specially formulated cement/grout mixes, according to manufacturer's recommendations. Some leaks may require weep holes to localize infiltration during the application. After application the weep holes shall be plugged with quick setting material.
After preparations are completely remove all loose material and wash again. Any bench or invert repairs shall be made at this time using the quick-setting patching mix.

d) Exterior Wall Grouting
Holes shall be drilled and grout ports or chemical sealant injection devices installed to ensure proper grouting of the soil outside of the manhole. Chemical grout shall be injected into the soil surrounding the manhole as needed for complete sealing. All grouting materials shall be suitable and intended for use within freeze/thaw zones and above. All pipe intrusions and bottom manhole portions shall be sealed with the use of Avanti · AV- 100" grout when applicable.
At each point of leakage within the manhole structure, seal random or isolated leaks. For pre- cast structures a hole may be required to be drilled through the manhole wall at the point of the leak to ensure complete sealing. All grouting materials shall be suitable and intended for use within freeze/thaw zones and above.

e) Seal Abandoned Services
Abandoned services shall be cut back to wall face if necessary. Service shall be filled with bricks and mortar and any remaining voids grouted.

f) Reconstruct Bench/Trough Invert
After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of ½ inch at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray applied. The finished invert shall be smooth and free of ridges.

g) Manhole Wall Cementitious Coating
Material shall be applied only when the walls are in a damp or dry state with no visible water dripping or running over the manhole walls. Corbel, wall and bench shall be sprayed with liner one inch thick constructed in two passes each ½ inch thick. The bench application shall be such that a gradual slope is produced from the walls to the invert and the wall/bench intersection shall be rounded to uniform radius the full circumference of the intersection. (New benches will not require the additional coating).
No application may be made if the ambient temperature is below 40°F. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after application. Precautions shall be taken to maintain the mix temperatures within the limits

recommended by the manufacturer.

h) Manhole Wall Epoxy Coating
Material shall be applied to the cementitious coating as a top coat at a thickness of up to 125 mils. The epoxy liner will include the entire bench/trough and all wall portions. This includes entire corbel and grade adjustment portions.

i) Internal Mechanical Chimney Seal

j) Internal chimney mechanical seal shall be installed to span the entire chimney portion of the manhole (1"-24"). This portion shall include and connect the base flange of the manhole frame, grade adjustment portion, and the top of the manhole cone (corbel).

k) Internal Epoxy Chimney Seal
Internal chimney epoxy seal shall be applied to the entire chimney portion of the manhole (1"- 24") at a thickness of up to 125 mil. This portion shall include the manhole frame just below the manhole cover flange seat portion, grade adjustment portion, and the top of the manhole cone (corbel).

l) Post Construction Inspection
Video and document each and every manhole after all final manhole work is completed.

4) MEASUREMENT AND PAYMENT
The Contract price shall be payment in full for performing the work as specified herein.

Exterior Wall Grouting shall be paid per each manhole to include all material and labor necessary to complete the exterior grout curtain.

Wall Patching Cement/Grout Sealing shall be paid per each manhole to include grout/cement patching materials required for interior sealing.

Grout Abandoned Service shall be paid for per each to include all material and labor necessary to complete the work.

Reconstruct Bench/Trough Invert shall be paid for per each to include all material and labor necessary to complete the work.

Manhole Wall Cementitious Coating shall be paid for per vertical foot to include all manhole cleaning and preparation, all material and labor necessary to complete the work.

Manhole Wall Epoxy Coating shall be paid for per vertical foot to include all preparation, all material and labor necessary to complete the work.

Manhole Internal Epoxy Chimney Seal shall be paid for per each to include all material and labor necessary to complete the work.

Manhole Internal Mechanical Chimney Seal shall be paid for per each to include all material and labor necessary to complete the work.

Required Submittals
Submit to the respective Owner, for approval, product data and catalogue cuts for all materials used in the rehabilitation of the structure, prior to ordering of material. Submittals shall contain:

a) Date of submittal and dates of previous submittals.
b) Project title and number.
c) Contract identification.
d) Names of:
  i) Contractor
  ii) Supplier
  iii) Manufacturer
e) Identification of product, with identification numbers, and drawing and specification section numbers.
f) Field dimensions, clearly identified.
g) Identify details required on drawings and in specifications.
h) Show manufacturer and model number, give dimensions, and provide clearances.

i) Relation to adjacent or critical features of work or materials.
j) Applicable standards, such as ASTM or Federal Specification numbers.
k) Identification of deviations from Contract Documents.
l) Identification of revisions on resubmittals.
m) Eight-inch by 3-inch blank space for Contractor and Owner stamps.
n) Contractor's stamp, signed, certifying to review of submittal, verification or products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

All of the above noted submittal process is incidental to work performed.

Sequence of Operations

The contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with municipality Officials, Fire, Police Departments and other Contractors in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconvenience to the public.
The proposed work sequence for the Contractor follows:

a) The proposed manhole locations and conditions have been determined from the available records. It is the Contractor's responsibility to review the available records, obtain additional new video records for evaluation of existing sewer system condition, field verify locations, elevations and diameters of all to be rehabilitated manhole structures prior to ordering the appropriate materials.
b) Clean existing manholes to condition necessary for proper installation of materials. Clean interior surfaces of manhole for debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials.
c) Evaluate the necessity of application of grout/cements for active leaks, wall patching and bench/trough rebuilding.
d) Grout and apply patching materials to infrastructure wall substrate to ensure for proper sealing both internally and externally of the manhole wall.*
e) Repair bench/invert portions to ensure of structural integrity and proper sealing."'
f) Apply wall coating(s).
g) Restore to service.

***This indicates the potential for extra or excessive incidental pay item quantities. Project manager MUST be notified for approval before for this work can take place.**

If the Contractor proposes a different work schedule than outlined above, the Owner's written approval of the modified schedule must be obtained in advance

Material Storage and Removal

The Contractor shall not deliver and store any material on the project site more than one day in advance before commencing with this work. Paved portions of the street may be used for material storage and the exact material storage location must be approved by the Owner.

Any remnants of construction materials, debris and litter generated by the Contractor shall be collected and removed off the jobsite (every day). Any required pavement repair and parkway restoration (sodding), due to the damage caused by on-site material storage, shall be borne by the Contractor and be considered incidental to the contract.

Quality Assurance

Codes and Standards references:

1) Illinois Department of Transportation
   a) Standard Specifications for Road and Bridge Construction (Current Edition) (IDOTSPECS).
   b) Illinois Department of Transportation. Bureau of Design. Highway Standards (ILHWSTDS).
   c) Illinois Department of Transportation. Bureau of Local Roads.

d) BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Rural Local Highways.
e) BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Rural Local Highways.

2) Standard Specifications for Water & Sewer Main Construction in Illinois, latest edition (SS W&S).
3) Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements if applicable to Municipality.
4) American Society for Testing and Materials (ASTM) F 1743, latest edition.
5) ASTM Standard F 1216 "Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube" latest edition.
6) Local municipal improvement codes.

Corrective work

Any work that fails to meet performance standards as identified herein, or contains other significant defects shall be subjective to corrective action.

Each municipality shall notify the contractor in writing of any work that is rejected, and shall specify the reasons for rejection. Within 10 days of receiving notice of rejected work, the Contractor shall submit a written proposal to the municipality detailing the proposed corrective action for each item of rejected work. The Contractor shall not proceed with corrective action until the respective Owner has approved the proposed corrective action. All corrective work must meet the standards and specifications set forth in this contract.

If it appears that there is no acceptable alternative for the repair, the municipality may require the Contractor to remove all or a portion of the defective work and re-install for rehabilitation. All expenses for defective work including all materials and all labor involved, shall be borne by the Contractor.

Prosecution and Progress

The Contractor shall complete all work as per the individual specific contracts or under this Contract within 180 calendar days of signed contract. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS)

Contractor's Use of Premises

1) Coordinate use of premises under direction of respective Owner.
2) Assume full responsibility for protection and safekeeping of products under this Contract.
3) Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner
4) Conduct operations to ensure least inconvenience to general public.
5) See Appendix A for each municipality's additional input on local parking plan.

Pre-construction Meeting

A pre-construction meeting with the Contractor will be held with each municipality to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

The Contractor's proposed construction schedule.
Name of sub-contractors (if applicable) involved in these projects and all contact information.
Name of Project Manager and all contact information.
Name of individual and all contact information for all traffic control and maintenance responsibilities.
Emergency Contacts and all contact information.

Weekly Meetings

Regular weekly meetings between the Contractor Project Manager and the respective Owner are required. The proposed Contractor's working schedule for the next two (2) weeks shall submitted to the respective Owner during each meeting. If any modifications to the proposed schedule are requested by the respective Owner, the Contractor shall adjust his proposed schedule accordingly.

Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the respective Owner. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the respective Owner. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Owner deems it is necessary. The Contractor shall contact the respective Owner at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

Safety

The Contractor shall comply with State, Local, MWRD and Federal Safety and Health regulations applicable to the work being performed including OSHA approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

Water Usage

See Appendix A for each municipality's additional input on local water usage plan.

Pay Estimates

Each municipality will provide a spreadsheet that will list the estimated unit necessary for manhole rehabilitation. The contractor shall submit any changes at time of submittal of pay estimates, and two-week schedules. The spreadsheet shall Include at a minimum, the following items: street name; manhole #; actual length in feet; size of pipe; unit cost; amount of grout. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and electronic payout form (provided by each municipality). Pay estimates shall be submitted by the Contractor a maximum once a month.

Payout Procedures

Each municipality payout procedure schedule will be submitted to the contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each municipality project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by municipality staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each municipality, the municipality will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the municipality inspectors) for payment. In no case, will the line-item invoice payment exceed the inspected and approved quantity per municipality inspection requirements.

Applications for payment must be submitted on a municipality approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Owner. Contractors shall not call each municipality Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed and no allowances will be made to hold checks for pickup.

Payment for Extra Work

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles

of Section 34 of the Standard Specifications.

Extra work shall not be started until authorization from the respective Owner is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, then the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1) Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Owner.
2) The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

MWRD

The MWRD Permit section field office (708/222-4055) must be notified at least two days prior to commencement of work.

When access to MWRO manhole is required the MWRO manhole opening shall be coordinated with Mr. Roscoe Hardeman (321-497-9472) of MWRD.

Public Advisory

A minimum of two weeks prior to commencing with manhole rehabilitation work the Contractor shall coordinate with each municipality to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Notices shall be given within 24 hours of interruption. Written notices must be approved by each municipality prior to publication, and must contain specific information as to when the sewer service disruption will begin and end. Notices must be given the proposed day of work if work is cancelled for any reason, as well as the proposed reschedule of shut-down.

No customer shall be deprived of sanitary sewer service for more than twelve consecutive hours unless approved by the Owner.

The Contractor shall assume responsibility for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the municipality

"No Parking - Police Order" signs are available upon request at the office of the Owner. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. Permission to work the day before the holiday must be granted two (2) weeks in advance of work. However, emergency work may be done with permission from Owner. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

Protection of Environment

The protection of environment shall include:

1) Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.

2) Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3) Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4) Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007
5) Dispose of excess excavated material and other waste material in a lawful manner.
6) Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7) Trash burning will not be permitted on construction site.
8) Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9) Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10) Conduct operations to cause lease annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11) Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12) Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13) Line storage bins and hoppers with material that will deaden sounds.
14) Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

Clarification
All here-in referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Coordination with other Contractors. Work Scheduling and Phasing, Sewer Flow bypassing, Dirt and Dust Control, Safety, Pre-lining and Post lining sewer evaluation, 3 USS hard drives, Corrective work, etc. are considered incidental to the contract and shall be included in the manhole rehabilitation work unit price.

SPECIAL PROVISION FOR MANHOLE REHABILITATION

It is the Contractor's responsibility to inspect the condition of the existing manhole after all repair/rehabilitation work is complete.

The Contractor shall use experienced personnel trained in the use of photographic equipment and MACP/PACP protocols in existing/repaired sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the services as specified. The recording inspection equipment and procedures used shall comply, but are not limited, with the following:
1) The sewer inspections shall be recorded digitally on the portable USB hard drive or USB thumb drive (3 copies (1 each) on separate drives). Location of manholes inspected using manhole number and street addresses.
2) Post lining photographic inspection shall include rotating the camera to inspect the entire manhole.
3) The manhole numbers shall appear on the photograph at all times.
4) Inspect and record one (1) full pipe segment for ALL upstream and downstream sewer pipes within each manhole.
5) Inspection logs shall be reported in the sequence as they appear on the USB hard drives.
6) The format of the report must comply with MACP protocols.

Other incidental and measure of payment requirements to the manhole rehabilitation include:
1) Mobilization and site preparation.
2) Existing photographs and cleaning before rehabilitation process
3) Photographing manhole to determine installed conditions.

4) Removal and replacement of manhole frames, adjusting rings, and corbels are incidental to the rehabilitation unit price. No additional compensation will be made for this work, including restoration to pre-construction conditions.
5) Flow control, including bypass pumping, if required.
6) Photo Examination: photograph interior of manhole after completion of work and provide the portable USB hard drive (3).
7) Pavement damage and restoration.
8) Parkway damage and restoration.
9) Cleanup.
10) Other appurtenant and incidental work.
11) Full-time traffic control surveillance by contractor.
12) Each USB hard drive or thumb drive will be permanently labeled with the following information.
    a) Job/Work Order No.:
    b) Contractor Name:
    c) USB hard drive or thumb drive number:
    d) Date Televised:
    e) Date Submitted:
13) Data shall be configured according to the definitions and database structures included in this specification. Photographs must be able to be viewed using Windows Media Player.
14) Measure sewer in linear feet (lf) on straight horizontal line along centerline of sewer. Do not include distance through manholes in measurement.

Basis of Payment - Manhole Wall Cementitious Coating

Payment shall be made for the contract unit price per lineal foot for MANHOLE WALL CEMENTITIOUS COATING, of the unit specified, which price shall be in full for labor, material, testing and equipment required for complete and operational existing manhole rehabilitation. The work shall be paid for as Manhole Wall Cementitious Coating for total vertical feet of wall rehabilitation.

Basis of Payment - Exterior Manhole Wall Grouting

Include cost of work listed herein in unit price each for each manhole to include all material and labor necessary to complete the EXTERIOR MANHOLE GROUTING to complete the grout curtain.

Basis of Payment- Grout Sealing

Include cost of work listed herein in unit price each for each manhole to include all material and labor to complete the GROUT SEALING necessary for interior sealing.

Basis of Payment - Seal Abandoned Service

Payment shall be made for the contract unit price each to GROUT ABANDONED SERVICE, which price shall be in full for labor, material, to brick & grout and properly abandon existing abandoned services to a water tight condition.

Basis of Payment - Reconstruct Bench/Trough Invert

Bench/Trough invert repairs shall be paid for as RECONSTRUCT BENCH/TROUGH INVERT per each to include all labor and materials to reconstruct the bench/trough invert.

Basis of Payment - Internal Chimney Seal• Epoxy

Include cost of work listed herein in unit price each for each manhole to include all material and labor to complete the INTERNAL CHIMNEY SEAL - EPOXY portion.

Basis of Payment- Internal Chimney Seal- Mechanical

Include cost of work listed herein in unit price each for each manhole to include all material and labor to complete the INTERNAL CHIMNEY SEAL - MECHANICAL portion.

Basis of Payment - Manhole Wall Epoxy Coating

Payment shall be made for the contract unit price per lineal foot for MANHOLE WALL EPOXY LINER COATING, of the unit specified, which price shall be in full for labor, material, testing and equipment required for complete and operational existing manhole rehabilitation. The work shall be paid for as Manhole Wall Epoxy Coating for total vertical feet of wall rehabilitation.

Basis of Payment- Pre/Post Construction Video Inspection
Cost of supplying three portable USB hard drives or USB Thumb Drives for all copies and reports to each municipality shall be included in the work unit price for PRE/POST CONSTRUCTION VIDEO INSPECTION.

Appendix A:

Additional Municipality-specific Information

Village of Arlington Heights
Project Manager- Jim Zaharopoulos, 847-368-5832, Jzaharopoulos@vah.com
Local Parking Plan - Overnight parking and equipment storage will be allowed at the Public Works Annex.
Local Water Plan - The Village of Arlington Heights will allow water to be obtained from the bulk water station at the Public Works Building at 222 N Ridge Ave. Water usage and deposits for water-meter/back-flow devices are waived.
Maps - see manhole rehabilitation list and maps attached in "Appendix B".

City of Highland Park
Project Manager Contact Information – Rob Pluta 847-343-1996 rpluta@cityhpil.com
Local Parking Plan Location – 1180 Half Day Rd. Highland Park, IL 60035
Local Water Plan Location – 1180 Half Day Rd. Highland Park, IL 60035
Maps - see manhole rehabilitation list and maps attached in "Appendix B".

City of Highwood
Project Manager – Marc Facchini 847-432-1924 mfacchini@cityofhighwood.org
Local Parking Plan - Highwood PW, 552 Bank Lane, Highwood IL.
Local Water Plan - City will provide a hydrant meter.
Maps - see manhole rehabilitation list and maps attached in "Appendix B".

Village of Glenview
Project Manager Contact Information - Tim Schwister, 847-904-4422, tschwister@glenview.il.us
Local Parking Plan - To be coordinated at the pre-construction meeting.
Local Water Plan - To be coordinated at the pre-construction meeting. Water fees are waived upon receipt of Village supplied water meter/back flow device.
Maps - see manhole rehabilitation list and maps attached in "Appendix B"

City of Rolling Meadows
Project Manager Contact Information - Mark Kilarski, kilarskim@cityrm.org (847) 963-0500 ext. 7022
Local Parking Plan– 3900 Berdnick St(Public Works Building) and secondary parking location is 2455 S Plum Grove Rd
Local Water Plan– 3900 Berdnick St(Public Works Building)
Maps - see manhole rehabilitation list and maps attached in "Appendix B".

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: _____

Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-31-2026: Approving an Outdoor Dining Agreement with Paradise Foods, LLC (Adoption)

PRESENTER: Hannah Lipman

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
During 2020 and 2021, in response to the COVID-19 pandemic, expanded temporary outdoor seating was authorized, including the closure of Chestnut Court for outdoor dining. In March 2022, the Council held a study session to review options for approval of the seasonal closure of public streets for outdoor dining. In June 2022, the Council approved an Outdoor Dining Agreement with Paradise Food Italia LLC dba Tocco for use of the south side of Chestnut Court for outdoor dining in the summer and fall of 2022. In February 2023, March 2024 and again last year in March 2025, the Council approved an Outdoor Dining Agreement with Paradise Food Italia LLC dba Tocco for use of the south side of Chestnut Court for outdoor dining in the spring, summer, and fall.

EXECUTIVE SUMMARY:
At the March 8, 2022 Village Council Study Session, Council reviewed various options for a new policy to consider and approve requests to close public streets for outdoor dining. Council consensus was to implement a new approval process for outdoor dining via a license agreement. This option balanced the efficiency and transparency of the approval process with the opportunity for public input. In addition, each request would be considered on its own merits, since some streets may not be suitable for closure due to traffic concerns and access to other businesses. Routine use of public sidewalks for outdoor dining will continue to be approved by the Council with the existing Outdoor Seating Permit process.

In March 2024, the number of parking spaces on the south side of Chestnut Court that could be used by Paradise Food Italia LLC dba Tocco was adjusted, decreasing the usage from 7 to 5, with one used as a “flex parking space” to allow for patrons of other Chestnut Court businesses to stay until 6 PM. This solution worked and no businesses on Chestnut Court had issues in 2024 or 2025 with patron parking.

For the 2026 season, the dates of the proposed license agreement are April 1st through November 30th. This constitutes a change from prior years' agreements, which were May 1st through September 30th. This adjustment was made to align with the outdoor dining permits season for all other establishments taking advantage of outdoor dining, which runs from April 1st through November 30th.

This change allows Tocco to take advantage of good weather days early or late in the season if they wish.

This year, since only one side of the street will be closed, the agreement outlines that Tocco may play music in the outdoor seating area, but does not specify if it is to be amplified or unamplified like it did last year. Since there will not be a conflict relating to music on both sides of the street, the language simply states all music must comply with the Village Code Section 9.16.010 and not create a public nuisance.

The Village attorney has drafted an Outdoor Dining Agreement which contains provisions for insurance requirements – the Village is named as an additional insured with a minimum liability limit of $1,000,000 per occurrence and $2,000,000 for the general aggregate. An insurance certificate evidencing this coverage has been provided.

RECOMMENDATION:
Consider adoption of Resolution No. R-31-2026 approving an Outdoor Dining Agreement with Paradise Food Italia LLC dba Tocco

ATTACHMENTS:
1. Resolution No. R-31-2026: Approving an Outdoor Dining Agreement with Paradise Foods, LLC

RESOLUTION NO. R-31-2026

A RESOLUTION APPROVING
AN OUTDOOR DINING AGREEMENT WITH PARADISE FOODS, LLC

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, Paradise Foods, LLC (***"Restaurant"***), is the operator of the food and beverage establishment known as Tocco located at 507 Chestnut Court in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, during the summer and fall of 2026 (***"Outdoor Service"***); and

WHEREAS, outdoor dining brings vitality to the Village's downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (***"Outdoor Dining Agreement"***); and

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

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 OUTDOOR DINING AGREEMENT. The Village Council hereby approves the Outdoor Dining Agreement by and between the Village and Restaurant 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 OUTDOOR DINING AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Outdoor Dining Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this March 3, 2026, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

OUTDOOR DINING AGREEMENT

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("***Agreement***"), dated as of this ____ day of March 2026, (***"Effective Date"***), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (***"Village"***), and **PARADISE FOOD ITALIA LLC*,*** an Illinois limited liability company (***"Restaurant"***).

W I T N E S S E T H:

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Tocco located at 507 Chestnut Street in the Village ("***Property***"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption (***"Outdoor Service"***) during the spring, summer, and fall of 2026; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** (***"Outdoor Service Area"***).

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, ***"Requirements of Law"***).

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times between the following dates April 1, 2026 and November 30, 2026:

- Tuesday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, ***"Permitted Times"***.) The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area or on the public right of way during any time except during the Permitted Times. The Restaurant may not store or place any items or place entertainment in front of adjacent businesses without the written consent of that business owner. The eastern-most parking space within the Outdoor Service Area is considered a "flex parking space" (see Exhibit A) and can be used for outdoor dining starting at 5 PM Monday – Saturday only if the space is unoccupied at that time. If a car is parked in the flex parking space between 5 PM and 6 PM, the set up for outdoor dining in the flex parking space may commence as soon as the spot is unoccupied. A car in the flex space must move no later than 6 PM Monday – Saturday and 4:30 PM on Sunday. Parking enforcement for the flex space will start at 6 PM Monday – Saturday and at 4:30 PM on Sunday.

5. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

6. The Restaurant shall not be allowed to park or use any food trucks, trailers, or other vehicles to prepare or serve food or beverages in or near the Outdoor Service Area without the prior written approval of the Village and compliance with all permitting and other regulations of the Village.

7. The Restaurant must follow the Village's parking regulations at all times. All employee and business vehicles that display a Zone A parking permit must park in Zone A parking spaces only.

8. The Restaurant must follow the rules outlined in their approved Outdoor Seating Area Permit. The Restaurant must keep a five-foot walk-way clear for pedestrians on the public right of way at all times.

9. The Restaurant may play music in the Outdoor Service Area only during the Permitted Times. The Restaurant must follow Village code Section 9.16.010 which states that "no person shall erect, contrive, cause, continue, maintain or permit to existing any public nuisance within the Village or within the police jurisdiction of the Village" including but not limited to "any sound or noise which because of its volume level, duration and character annoys, disturbs, injures or endangers the comfort, health, peace, repose or safety of reasonable persons of ordinary sensibilities within the Village." (Section 9.16.020 D.8)

10. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; or (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service.

11. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of $2,000,000 for the general aggregate and $1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

12. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Section and 9.A of this Agreement.

13. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

PARADISE FOOD ITALIA LLC, an Illinois limited liability company

By: _____

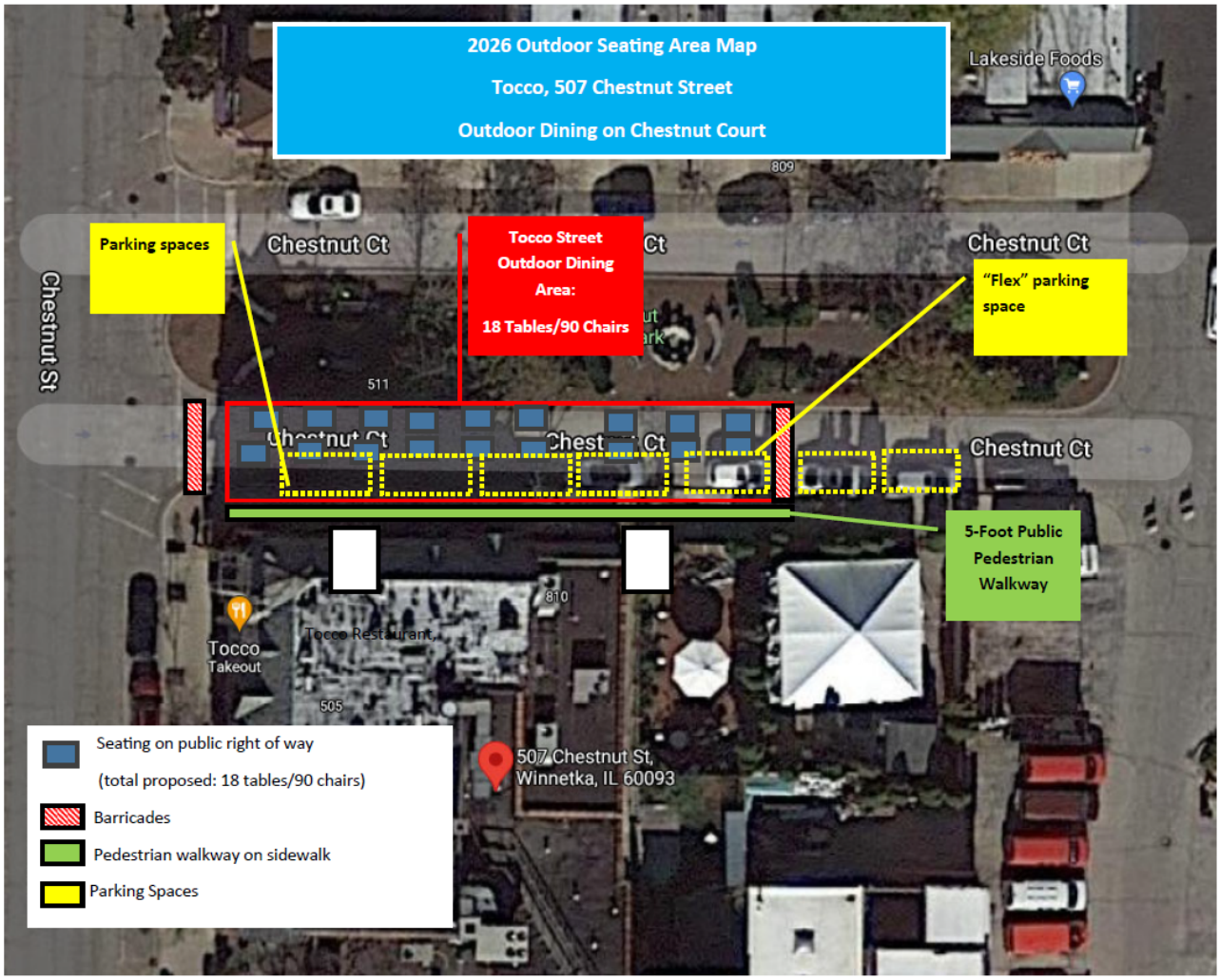
Its: _____

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

By: _____
Kristin Kazenas, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE



Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Approval of Annual Outdoor Seating Area Permits

PRESENTER: Dan Gardner

AGENDA DATE: March 3, 2026

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:
Annual outdoor seating area permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070).

EXECUTIVE SUMMARY:
The Village Code requires Village Council permission for businesses to operate on public sidewalks. twenty-three Winnetka businesses have applied for outdoor seating permits. The applicants submitted proposed layout sketches and certificates of insurance showing at least $1,000,000/ occurrence and $2,000,000 general aggregate liability, naming the Village as an additional insured.

The Village's insurance broker is in the process of reviewing and approving the insurance certificates, and Public Works Assistant Director Erik Jensen will inspect the requested table layouts. Staff will work with the applicants to assure appropriate passage of pedestrians.

One additional applicant will submit their 2026 Outdoor Seating Area Permit Application for review.

RECOMMENDATION:
Consider approval of the 2026 Outdoor Seating Area Permit applications, pending final insurance certificate and table layout approval by the Village.

ATTACHMENTS:
1. Applicants for Outdoor Seating Permit 2026

Licensee	Business Address	License Number
501 Local	501 Chestnut Street	1
At Properties	30 Green Bay Road	2
Corner Banh Mi	561 Lincoln Ave	3
Fondita Miguel	544 Lincoln Ave	4
Fred's Garage	574 Green Bay Road	5
Grateful Bites Pizza Shoppe	899 Green Bay Road	6
HeART Studio	964 Green Bay Road	7
Hometown Coffee and Juice	749 Elm Street	8
Jimoto	813 Oak Street	9
La Taquiza	566 Chestnut St	10
Little Honeycomb	540 Lincoln Ave	11
Noah's Ark	831 Elm St	12
Once Upon A Bagel	1050 Gage St	13
Original Green Bay Café	568 Green Bay Rd	14
Peet's Coffee	817 Elm Street	15
Sara Campbell	563 Lincoln Ave	16
Soupicurean	566 Chestnut St	17
Spirit Elephant	924 Green Bay Rd	18
Stacked and Folded	551 Lincoln Ave	19
Starbucks	566 Chestnut St.	20
Tocco - Sidewalk	507 Chestnut St	21
Towne and Oak	921-23 Green Bay Rd	22
True Juice	542 Chestnut St	23

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-28-2026: Approving a Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival (Adoption)

PRESENTER: Hannah Lipman

AGENDA DATE: March 3, 2026

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

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

EXECUTIVE SUMMARY:
The 2026 Winnetka Music Festival will be a two-day event scheduled for Friday, June 19, 2026 and Saturday, June 20, 2026. The festival is a ticketed public event and will take place on Lincoln Avenue between Pine Street and Elm Street along with the Village-owned Lincoln Avenue parking lot and is expected to attract thousands of visitors to Winnetka.

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

Terms of the agreement are generally consistent with the prior year license agreement, with the exception of time adjustments. The event will be permitted to open to the public beginning at 4:00p.m. on Friday June 19th instead of 5:00p.m. to allow enough time for patrons to get through the gates and see the opening performance. Additionally, setup is approved to begin as early as 6:00a.m. on Thursday June 18th instead of 6:00p.m. This reflects how setup operations occurred last year, starting with the closure of the municipal parking lot behind the Community House and the parking lot entrance for 711 Oak. It is anticipated the remainder of the downtown area will close at 5:00p.m. on Thursday. All closures will be done in coordination with Village staff and with proper communications to businesses and residents.

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

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

RECOMMENDATION:

Consider adoption of Resolution No. R-28-2026: Approving a Non-Exclusive License Agreement for the Use of Winnetka Property for the Winnetka Music Festival.

ATTACHMENTS:

1. Resolution No. R-28-2026: Approving a Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival

RESOLUTION NO. R-28-2026

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

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

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

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc., (***"Chamber"***), sponsors, supports, and conducts community events for the benefit of the Village of Winnetka community and general public, including the 2026 music festival commonly referred to as the "Winnetka Music Festival" (***"Event"***); and

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

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

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

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

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

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

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

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Chamber, and Valslist in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

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

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

ADOPTED this 3rd day of March, 2026, pursuant to the following roll call vote:

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

Signed

_____
Village President

Countersigned:

_____
Village Clerk

EXHIBIT A

LICENSE AGREEMENT

NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF VILLAGE OF WINNETKA PUBLIC STREETS FOR THE 2026 WINNETKA MUSIC FESTIVAL

THIS NON-EXCLUSIVE LICENSE AGREEMENT (***"Agreement"***), dated as of this 3rd day of March, 2026, (***"Effective Date"***), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality (***"Village"***), the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation (***"Chamber"***), and **VALSLIST LLC**, an Illinois limited liability company (***"Valslist"***) (the Chamber and Valslist are, collectively, ***"Operator"***) (the Village, Chamber, and Valslist are, collectively, ***"Parties"***).

WHEREAS, the Chamber sponsors, supports and conducts many community events for the benefit of the Village of Winnetka community and general public, including but not limited to, a 2026 music festival commonly referred to as the "Winnetka Music Festival" (***"Event"***);

WHEREAS, Valslist organizes, promotes and operates music festivals;

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

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

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

1. Downtown Lincoln Avenue; Downtown Elm Street between Green Bay Road and Arbor Vitae;

2. Public streets and sidewalks on Lincoln Avenue between Pine Street and Oak Street; and Elm Street between Green Bay Road and Arbor Vitae; and

3. The Lincoln Avenue Parking lot (south of Winnetka Community House),

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

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

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

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

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

A. *Grant of License.* Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to Operator, and Operator hereby accepts, a non-exclusive revocable license to use the License Premises for the sole purpose of hosting the Event pursuant to and in strict accordance with the terms and provisions of this Agreement (***"License"***). Operator acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to Operator to alter the Licensed Premises in any way other than as expressly set forth in this Agreement.

B. *As-Is, Where-Is.* Operator hereby accepts the Licensed Premises in its condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. Operator acknowledges and agrees that: (i) the Village has made no representations or warranties as to the suitability of the Licensed Premises for the Operator's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner before, after, or during the Event. Operator waives any implied warranty that the Licensed Premises will be suitable for the Operator's intended purposes.

C. *Limitation of Interest.* Except for the Licensee granted pursuant to this Agreement, Operator shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

D. *Term.* The License shall be for a term commencing on June 18, 2026, at 6:00 a.m. and ending on the earlier to occur of: (i) a terminating event as described in Section 2.E of this Agreement; or (ii) June 21, 2026, at 6:00 a.m. (***"Term"***). All setup, take-down, and clean-up for the Event shall occur during the Term.

E. *Termination.*

1. Termination Event. Without prejudice to any other rights and remedies available pursuant to the rest of this Agreement, the License shall automatically expire and terminate upon the occurrence of any of the following:

a. Failure to Comply. Operator has violated any provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.E.1.a, the Village shall provide the Chamber with seven days written notice and an opportunity to cure the violation.

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

2. Restoration of Licensed Premises.

a. Operator Obligation. Upon termination of this Agreement pursuant to this Section 2.E or at the end of the Term as set forth in Section 2.D, Operator, at its sole cost and expense, shall restore the Licensed Premises as nearly as practicable to its condition as of the commencement of the Term, including, without limitation: (1) repair of the Licensed Premises, if necessary in the sole determination of the Village; and (2) restoration of all other Village-owned or Village-leased property as nearly as practicable to the condition immediately preceding the Term, if disturbed or damaged by Operator or any of its vendors, contractors, customers, agents, or guests.

b. Failure to Restore. In the event that Operator fails or refuses to repair or restore the Licensed Premises any Village-owned or Village-leased property that is disturbed or damaged by Operator or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.E.2.a of this Agreement, the Village shall have the right, but not the obligation, to perform and complete the repair and/or restoration, and to charge Operator for all costs and expenses, including legal and administrative costs incurred by the Village, for such work. The rights and remedies provided in this Section 2.E.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

3. <u>Security Deposit</u>. Valslist shall be required to pay to the Village $2,500.00 to the Village as a security deposit (***"Security Deposit"***) to secure the obligations of Operator under this Agreement. Valslist shall pay to the Village the Security Deposit no later than 5:00 p.m., June 1, 2026, in the form of a cashier's check or certified funds. The cost of any materials used by the Village or a third-party service provider, and any labor and related expenses performed by the Village or a third-party service provider to restore the Licensed Premises or other Village-owned or Village-leased property damaged during or as a result of the Event, to its proper condition will be deducted from the Security Deposit and the remaining portion of the Security Deposit will be returned to Valslist. In the event the cost of the work to return the Licensed Premises, or any other Village property damaged during or as a result of the Event, to its proper condition exceeds the amount of the Security Deposit, Operator shall pay the additional cost to the Village within 30 days of receipt of a demand from the Village.

4. Hours of Operation.

A. Operator may commence setup beginning at 6:00a.m. on Thursday June 18, 2026, in conjunction with Village setup operations, and shall not continue operations beyond 10:30p.m. Operator may commence setup operations beginning at 6:00a.m. on Friday June 19, 2026. Operations to demobilize shall be completed by the Operator by 6:00a.m. Sunday June 21, 2026.

B. Operator may open the Event for public attendance only on Friday June 19, 2026 from 4:00 pm to 10:30 pm and Saturday, June 20, 2026 from 11:00 am to 11:00 p.m.

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

6. Site Plan. Valslist, or its designated Vendor, shall prepare and submit a preliminary site plan for the Event to the Village for review and approval by May 1, 2026. Valslist shall prepare and present a final site plan for review and approval by the Village on or before June 1, 2026.

7. Alcoholic Beverages.

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

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

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

8. **Vendors.** All contractual and financial arrangements necessary for the conduct of the Event shall be negotiated and executed by, and be the sole responsibility and liability of, Valslist, or its designated Vendor. Valslist, or its designated Vendor shall be responsible for, and shall timely pay all costs associated with, the Event, including, but not limited to, marketing, production, entertainment, Vendors' facilities, restroom and sanitation facilities in accordance with Section 17 of this Agreement, security, waste and recycle services in accordance with Section 10 of this Agreement, and required permits and fines, if any. Valslist shall provide the Village with a detailed list of all Vendors prior to May 15, 2026, and shall update the Village on any Vendor additions or changes after such list is provided. Additional Vendors may not be added to this list after June 1, 2026, without the express written approval of the Village. The Village shall have the right but not the obligation to inspect the operations of any and all Vendors prior to and during the Event with respect to their compliance with this Agreement and any applicable laws, rules, ordinances and regulations. The Village shall have no liability for its inspection or failure to inspect pursuant to this paragraph. Valslist shall require all Vendors to meet all applicable local, state and federal laws, ordinances, and regulations. All Vendors are independent contractors of Valslist and are not employees or agents of Valslist or the Village, and Valslist shall require each Vendor to execute and sign a certificate and/or contract confirming this independent contractor relationship. Every Vendor shall also acknowledge that said Vendor is a third party and not a party to this Agreement.

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

A. *Event Set-Up.* The Village will provide electric service at locations agreed upon and approved by the Village's Water and Electric Director.

B. *Before, During, and After the Event.* The Village shall provide the following before, during and after the Event:

1. Reasonably answer questions related to the Licensed Premises;

2. Providing assistance in securing the Licensed Premises by allowing the placement of additional fencing and barricades in agreed upon locations to control access to the Event during the Term;

3. As part of the event planning, the Village's GIS tech will assist Operator by developing and printing maps for the event as agreed upon by the Village's Engineering Director;

4. Hang Music Fest banners over Green Bay Road, at other locations in the Village, approved by the Village Manager, and remove the banners following the Event;

5. If needed, remove existing streetlights in Lincoln Avenue parking lot for semi-trailer (stage) access and re-install streetlights following the event;

6. On the nights of the Event, turn off agreed upon streetlights in the Lincoln Avenue parking lot subject to final approval of the Village's Fire Chief;

7. Provide police, fire, and paramedic services to Event to provide services to the public, provided that Operator acknowledges that, in the event of emergencies, such police, fire, and paramedic personnel may be called away from the Event;

8. Provide Public Works staffing and equipment to assist with road closures, maintenance, and support of operations;

9. Provide electric service for small electric loads (i.e. i-pad charges, credit card machines) at agreed upon pedestrian street light poles as approved by the Village's Water & Electric Director;

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

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

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

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

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

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

14. Parking. Valslist shall prepare a parking plan and submit it to the Village for approval no later than June 1, 2026. Any expenses associated with parking arrangements for the Event will be the sole responsibility of Valslist. All vehicles owned, leased, licensed or controlled by Event Staff, Vendors, and Event Invitees must be removed from Village parking lots no later than the end of the Term. Valslist shall designate an appropriate number of handicap-accessible parking spaces in the parking plan for use by Event Staff, Vendors and Event Invitees. Valslist shall not permit

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

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

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

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

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

19. Village's Right to Stop the Event.

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

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

B. *Procedure.* In the event that the Village directs Operator to stop or modify any aspect of the Event as provided in this Section:

1. If such direction is provided two or more hours prior to the Event opening to the public, Operator shall have the opportunity to appeal this direction to the Village President and the Village Manager. Operator may designate a non-affiliated third party to make a recommendation to the Village for such appeal. The Parties will use their collective best efforts to reach an agreement on any modification(s) to the Event operation, provided the Village shall have final authority to stop, suspend, or require modification of any aspect of the Event.

2. If such direction is provided less than two prior to the Event opening to the public or is provided while the Event is open to the public, the Village's direction to stop or require modification of any aspect of the Event operation shall be immediately followed and Valslist shall not have an opportunity for any appeal.

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

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

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

22. **Insurance.** Operator agrees to obtain and maintain the insurance coverages listed in and in accordance with **Exhibit 2** attached hereto and incorporated herein. Valslist shall require all Vendors to provide and maintain at their own cost and expense insurance coverage in accordance with **Exhibit 3,** attached to and incorporated herein. Operator shall tender certificates of insurance to the Village evidencing the requested coverage and compliance with this Section on or before June 2, 2026. No changes to the insurance coverage regarding the type and amount of coverage, coverage period or covered parties shall be made after June 2, 2026, without the express, prior written permission of the Village. Failure to provide said proof of insurance as provided herein shall constitute a material breach of this Agreement and may result in the Village's immediate termination of the Event, this Agreement, or both.

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

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

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

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

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

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

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

If to Village:
Village of Winnetka
Attn:Kristin Kazenas
510 Green bay Road
Winnetka, IL 60093
Email: kkazenas@winnetka.org

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

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

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

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

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

31. **Entire Agreement; Modifications.** This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any

modifications of this Agreement and the License granted herein must be in writing, signed by all Parties and dated on or subsequent to the date hereof.

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

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

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

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

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

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

VILLAGE OF WINNETKA

By: _____

Title: _____

VALSLIST LLC

By: _____

Title: _____

WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE

By: _____

Title: _____

EXHIBIT 1
MAP OF LICENSED PREMISES

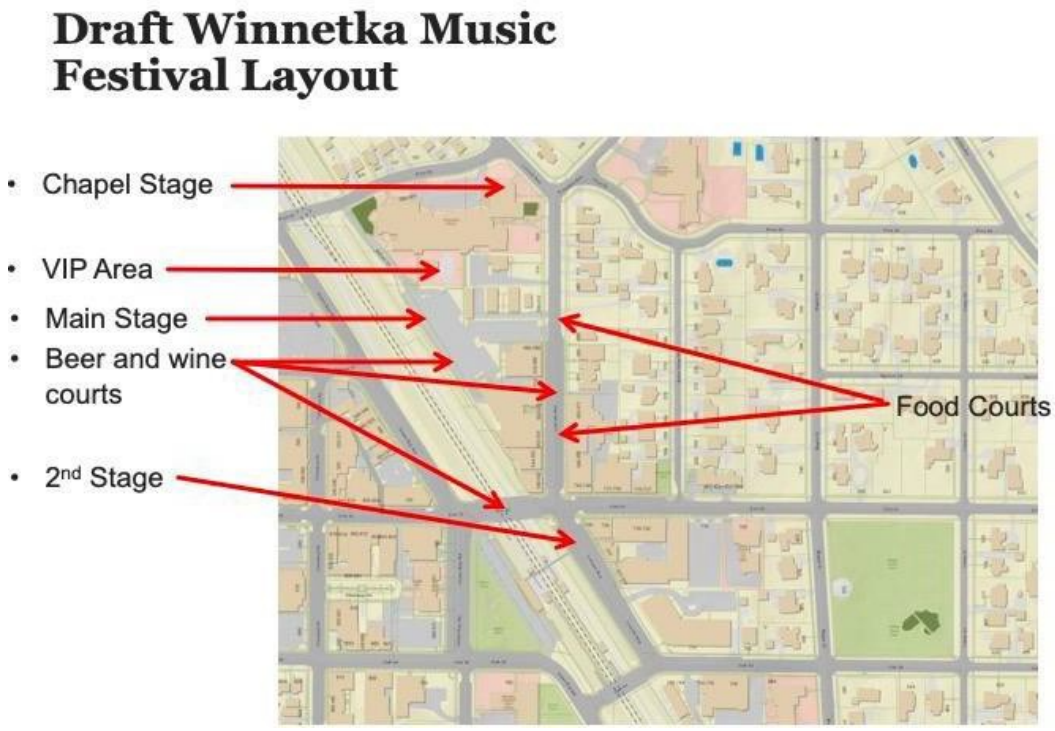


EXHIBIT 2

THE CHAMBER'S AND VALSLIST'S INSURANCE REQUIREMENTS

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

A. Commercial General and Umbrella Liability Insurance

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

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

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

B. Business Auto Insurance

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

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

C. Liquor Liability (Dram Shop) Insurance

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

D. Umbrella Policy

Valslist and the Chamber shall maintain an umbrella policy above $2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

E. Workers Compensation Insurance

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

F. General Insurance Provisions

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

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

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

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

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

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

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

EXHIBIT 3

VENDOR INSURANCE AND INDEMNITY REQUIREMENTS

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

A. Commercial General and Umbrella Liability Insurance

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

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

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

B. Business Auto Insurance

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

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

C. Umbrella Policy

Each Vendor shall maintain an umbrella policy above $2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

D. Workers Compensation Insurance

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

E. Liquor Liability (Dram Shop) Insurance

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

F. General Insurance Provisions

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

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

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

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

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

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

Village of
WINNETKA, IL

Agenda Item Executive Summary

TITLE: Resolution No. R-30-2026: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot for an Artisan Market (Adoption)

PRESENTER: Hannah Lipman

AGENDA DATE: March 3, 2026

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:
None.

EXECUTIVE SUMMARY:
The Chicago Artisan Market is a curated, high-end market featuring food, fashion, home goods and art by local artisans and small businesses. The event organizers have successfully hosted similar markets throughout the North Shore, including in Wilmette and Northbrook, and have an established presence in Chicago. This would be the first time the market is held in Winnetka.

The Artisan Market will be held on May 30 and 31, 2026, at the Elm Street Train Station Parking Lot. Organizers of the market will be completing a rental agreement with the Park District separate from this agreement for use of Station Park as well. The market will be free and open to the public. The event is expected to attract residents and visitors to the area, supporting local businesses and activating the public space around the train station and Station Park.

Key points identified in the License Agreement include:

- Location, dates, and times for the event, including setup, operation, and cleanup
- Defined use of the premises
- Parking
- Waste management and utilities coordination.
- Insurance requirements, indemnification, and waiver of liability provisions

RECOMMENDATION:
Consider adoption of Resolution No. R-30-2026: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot for an Artisan Market (Adoption)

ATTACHMENTS:

1. Resolution No. R-30-2026: Approving a Non-Exclusive License Agreement for an Artisan Market

RESOLUTION NO. R-30-2026

A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE USE OF THE ELM STREET TRAIN STATION PARKING LOT AND FOR AN ARTISAN MARKET

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

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

WHEREAS, the Village is the tenant of the Train Station Parking Lot pursuant to a lease agreement with the UPRR dated August 1, 1978 (***"Lease"***); and

WHEREAS, INV Marketing Group LLC, d/b/a North Shore Artisan Market (***"INV"***), has expressed interest in operating a two-day Artisan Market to the Village (***"Artisan Market"***); and

WHEREAS, the Village desires to authorize INV to use the Train Station Parking Lot for the Artisan Market; and

WHEREAS, the Village desire to enter into a non-exclusive license agreement to permit INV to use the Train Station Parking Lot for the Artisan Market (***"License Agreement"***); and

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

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

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

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village and INV 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 LICENSE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final License Agreement.

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

ADOPTED this March 3, 2026, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

LICENSE AGREEMENT

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (***"Agreement"***), dated as of this 3rd day of March 2026, (***"Effective Date"***), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality (***"Village"***) and INV Marketing Group LLC, d/b/a North Shore Artisan Market (***"INV"***).

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

SECTION 1. RECITALS.

A. The Union Pacific Railroad Company (***"UPRR"***) is the owner of the property commonly known as the Elm Street Train Station Parking Lot, which is depicted in **Exhibit A** attached hereto and incorporated herein (***"Train Station Parking Lot"***).

B. The Village has leased the Parking Lot from the UPRR pursuant to that certain Lease Agreement dated August 1, 1978 (***"Lease"***).

C. The Winnetka Park District (***"Park District"***) is the owner of the property located adjacent to the Elm Street Parking Lot known as Station Park (***"Park"***).

D. The Village desires to authorize INV to use the Train Station Parking Lot for the 2026 North Shore Artisan Market (***"Market"***), subject to the terms and conditions of this Agreement.

E. The Village and INV desire to enter into this Agreement to permit INV to use the Train Station Parking Lot for the Market.

SECTION 2. GRANT AND TERM OF LICENSE.

A. Grant of Village License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to INV, and INV hereby accepts, a non-exclusive revocable license to use the Train Station Parking Lot for the sole purpose of hosting the Market pursuant to and in strict accordance with the terms and provisions of this Agreement (***"Village License"***). INV acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to INV to alter the Train Station Parking Lot in any way other than as expressly set forth in this Agreement.

B. As-Is, Where-Is. INV hereby accepts the Train Station Parking Lot in its condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. INV acknowledges and agrees that: (i) the Village has made no representations or warranties as to the suitability of the Train Station Parking Lot for INV's intended purposes; and (ii) the Village will have no responsibility to maintain the Train Station Parking Lot in any particular condition or

manner. INV waives any implied warranty that the Train Station Parking Lot is or will be suitable for INV's intended purposes.

C. Limitation of Interest. Except for the Village Licensee granted pursuant to this Agreement, INV shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Train Station Parking Lot. INV will not engage in or allow any of its vendors or contractors to engage in, any activities or actions that cause the Village to violate the Lease or cause INV to violate this Agreement.

D. Term. This License shall be for a term commencing on the Effective Date of this Agreement and ending on the earlier to occur of: (i) a terminating event as described in Section 2.F of this Agreement; or (ii) May 31, 2026.

E. Termination of License; Restoration of Licensed Premises.

1. Termination Event. Without prejudice to any other rights and remedies available pursuant to Section 7 of this Agreement, the License shall automatically expire upon the occurrence of any of the following:

a. Failure to Comply. INV has violated any material provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.E.1.a, the Village shall provide INV with 10 days written notice and an opportunity to cure the violation.

b. Dangerous Condition. If the Village determines, in its reasonable discretion, that the Market threatens the public health and safety, and that the termination of the Market and this Agreement is necessary to abate the dangerous condition.

2. Restoration of Licensed Premises.

a. INV Obligation. Upon termination of this Agreement pursuant to this Section 2.E or at the end of the term as set forth in Section 2.D, INV, at its sole cost and expense, shall restore the Train Station Parking Lot and Park as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair of the Train Station Parking Lot, if necessary in the reasonable determination of the Village; and (2) restoration of all other Village-owned, Village-leased property as nearly as practicable to the condition immediately preceding the Market, if disturbed or damaged by INV or any of its vendors, contractors, customers, agents, or guests. In no event shall INV be responsible for any damages to the Train Station Parking Lot to the extent resulting SOLELY from any act or omission of the Village or any of their respective employees or agents.

b. Failure to Restore. In the event that INV fails or refuses to repair or restore the Train Station Parking Lot or any Village-owned, Village-leased property that is disturbed or damaged by INV or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.E.2.a of this Agreement, the Village shall have the right, but not the obligation, to perform and complete the repair and/or restoration and to charge INV for all reasonable direct out-of-pocket costs and expenses incurred by the Village for such work. The rights and remedies provided in this Section 2.E.2.b shall be in addition to, and not in limitation

of, any other rights and remedies otherwise available to the Village.

SECTION 3. USE OF LICENSED PREMISES.

A. Hours of Operation. INV shall operate the Market only on Saturday, May 30, 2026, and Sunday, May 31, 2026, between the hours of 10:00 a.m. and 4:00 p.m.

B. Special Event Permit. INV must apply for and obtain from the Village a special event permit pursuant to Chapter 5.66 of the "Winnetka Village Code 1999," as amended, prior to operating the Market, and INV must comply with any conditions imposed on such special event permit. Further, INV agrees to provide an executed copy of its license agreement with the Park District to the Village, authorizing INV to use the Park for the purpose of providing the Market.

C. Set-Up and Break-Down. INV shall be responsible for managing the set up and tear down of the Market, including but not limited to all vendor equipment, goods and supplies. INV and its contractors and vendors shall be permitted to begin setup of the Market beginning at 6:00 p.m. on Friday, May 29, 2026. INV and its contractors and vendors shall by 7:00 p.m. Sunday, May 31, 2026, remove their displays, equipment, and personal property from the Train Station Parking Lot, clean the Train Station Parking Lot of all rubbish and spills, and conduct all restoration work. INV acknowledges and agrees that the Village shall not be responsible for providing security for any equipment or personal property of INV or its agents, contractors, and vendors.

D. Utilities. The Village reserves the right to charge INV for any water and electric used by INV or any of its contractors and vendors during the Market in excess of water utilized for cleaning the Train Station Parking Lot and Park. All electric cords must be rated for outdoor use, grounded, and installed in a manner as to not be a tripping hazard. All generators must be grounded and exhaust fumes must be kept away from the public.

E. Trash Removal. INV shall clear all debris from the surface of the licensed premises by sweeping or hosing off the surface at the termination of each Market day. The Village will provide for trash removal from the Market.

F. Designated Representative. INV shall designate in writing to the Village a ***"Market Manager"*** who shall be responsible for managing the general operations of the Market and INV's use of the Train Station Parking Lot. The Market Manager shall be readily accessible by telephone and upon the Village's request, shall be available to be present at the Train Station Parking Lot within a reasonable period of time. INV shall immediately notify the Village in writing of any change in the identity and telephone number of the Market Manager.

G. Rules and Regulations. The Village shall have the right from time to time upon notice thereof to INV, to prescribe rules and regulations with respect to the Train Station Parking Lot, which in its or their reasonable judgement may be desirable for the use of thereof. INV agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to INV herein. A violation of such rules and regulations shall constitute a material breach by INV under this Agreement and subject it to the remedies described in Section 2.E. INV will require its vendors and contractors to abide by such rules.

H. Parking by the UPRR. In the event of an emergency or maintenance on the railroad by the UPRR or any of its contractors, INV agrees not to interfere with, and to prevent the Market from interfering with, the operations of the UPRR and its contractors, and will permit the UPRR and its contractors to park vehicles in the Train Station Parking Lot during the Market.

I. Emergency Market Closure. The Village reserves the right to cancel any Market day in the event of an emergency or an imminent threat to public health and safety as determined in the sole discretion of the Village. The Village will not be responsible or liable for any monetary or other damages to INV in the event of such emergency Market closure. The Village will endeavor to provide as much advance notice to INV as practicable prior to an emergency Market closure.

J. Market Plan. At least two weeks prior to the first Market day, INV shall submit to the Village a plan for the Village's approval that sets forth the locations of vendor displays, equipment, and utility usage. Once the plan is approved, INV may not modify the plan without receiving the Village's approval.

K. Market Vendor Parking. INV agrees the vendors for the Market, and any event staff provided by INV, will park their vehicles and trailers at the following location:

Village Hall Parking Lot
510 Green Bay Road, Winnetka, IL 60093

SECTION 4. RESERVATION OF RIGHTS.

A. Village Reservation of Rights. The Village hereby reserves the right to use the Train Station Parking Lot in any manner that will not prevent, impede, or interfere in any way with the exercise by INV of the rights granted pursuant to this Agreement. The Village shall have the right to grant other non-exclusive sub-leases or licenses over, along, upon, under or across the Train Station Parking Lot. The Village reserves its right of full and normal access to the Train Station Parking Lot for the maintenance of any existing or future utility located thereon. The Village also reserves the right to conduct ongoing maintenance of the Train Station Parking Lot.

SECTION 5. LIENS.

INV hereby represents and warrants that it shall take all necessary action to keep all portions of the Train Station Parking Lot free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by INV or its agents on the Train Station Parking Lot.

SECTION 6. LIABILITY AND INDEMNITY.

A. Village Review. INV acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Market, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Train Station Parking Lot, and that the Village's review and approval of any such plans for the Market and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure INV or any of its vendors, contractors, successors, assigns, or any third party, against damage or injury of any kind at any time.

B. Indemnity. INV agrees to, and does hereby, defend (at the Village's option), hold harmless and indemnify the Village and all Village or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (the "Indemnified Parties"), from any and all claims that may be asserted at any time against any of the Indemnified Parties in connection with: (i) INV's use of the Train Station Parking Lot; (ii) the Market; or (iii) INV's performance of, or failure to perform, its obligations under this Agreement (collectively, ***"Indemnified Claims"***), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of INV; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village. Nothing herein shall be construed or result in the waiver of any defenses and immunities granted to the Village under Illinois law.

C. Defense Expense. INV, only as to its own acts or omissions, shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

D. Waiver of Liability. Except with respect to any negligent act or omission of the Village, INV will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that INV may have against the Indemnified Parties, arising out of, connected with or in any way related to the use of the Train Station Parking Lot, or as a result of the condition, maintenance, and use of the Train Station Parking Lot.

E. Assumption of Risk. INV agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that INV or its employees, agents, contractors, agents, servants, employees, contractors, guests, customers, or invitees may sustain while on the Train Station Parking Lot, or as a result of the condition, maintenance, or use of the Train Station Parking Lot.

F. Insurance. INV agrees to obtain and maintain commercial general liability insurance and workers' compensation insurance covering its use of the Train Station Parking Lot throughout the term of this Agreement. The amount of the required coverage shall be approved by the Village, but in no event shall liability coverage be in an amount less than two million dollars ($2,000,000.00) combined single limit per occurrence with a general aggregate of no less than three million dollars ($3,000,000.00). The Village shall be named as an additional insured by policy endorsement on a primary and non-contributory basis, and the insurer shall have a rating and be of a class size satisfactory to the Village's director of finance. INV shall tender a certificate

of insurance to the Village evidencing the requested coverage prior to operating the Market. Failure to maintain the aforementioned insurance shall be cause for the immediate termination of the License.

SECTION 7. ENFORCEMENT.

A. Enforcement. The Village and INV may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that INV agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village, or any of their elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by a party against another party, the prevailing party in the judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the Village: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Kristin Kazenas, Village Manager

with a copy to: ELROD FRIEDMAN LLP
350 North Clark Street, Second Floor
Chicago, IL 60654
Attention: Peter M. Friedman, Village Attorney

If to INV: INV Marketing Group LLC
31 Cambridge Drive
Oak Brook, IL 60523
Attention: Jonathan Smith, Managing Partner

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

C. Amendments. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. Authority to Execute. The parties hereby warrant and represent to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so.

E. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

F. Assignment. This Agreement may not be assigned by INV without the prior written consent of the Village.

G. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibit A attached hereto is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Survival of Obligations. All obligations of INV pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive such termination, including, without limitation, the restoration obligations set forth in Section 2.E.2 of this Agreement, and the liability and indemnity obligations set forth in Section 6 of this Agreement.

L. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or INV.

M. **Force Majeure**. No party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; and (d) national or regional emergency.

N. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to constitute a duly authorized original.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

INV MARKETING GROUP LLC, a
Delaware limited liability company

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

DEPICTION OF TRAIN STATION PARKING LOT

NOTICE OF SPECIAL EVENT

Name of Event: North Shore Artisan Market - Winnetka

Location: Winnetka Station & Station Park, 754 Elm St., Winnetka 60093

Date of Event: Sat-Sun, May 30-31, 2026

Market Hours: Sat & Sun, 10am-4pm both days

Description: Curated artisan market featuring ~100 talented artisan-vendors in food, fashion, home goods & decorative art. Each vendor brings their own 10' x 10' white tent weighted and secured with at least 160 lbs. of weight (40 lbs. per tent leg). All tents will be located within the Winnetka Station METRA parking lot and Station Park between Elm St. & Oak St. -- east of Linden St. near Green Bay Rd.

Food items consist primarily of packaged/gourmet food items made in a licensed commercial kitchen or via acceptable cottage food licenses. To meet the needs of working vendors, we typically offer a limited number of vendors serving food & non-alcoholic beverages for immediate consumption, but we do not serve any alcohol for immediate consumption.

No road closures are anticipated. Participating artisan-vendors will be instructed to park behind Village Hall as designated by the Village of Winnetka.

Road Closures: Not applicable

Is this the 1st year for this location-event: Yes, in Winnetka, IL

We produce similar outdoor markets in downtown Northbrook, Oak Brook and Naperville – and indoor markets in the City of Chicago (Fulton Market & Ravenswood).

We have produced nearly 50 City markets indoors and 30+ outdoor suburban markets since 2018.

2026 Market Calendar: www.ChicagoArtisanMarket.com/calendar

Website: NorthShoreArtisanMarket.com

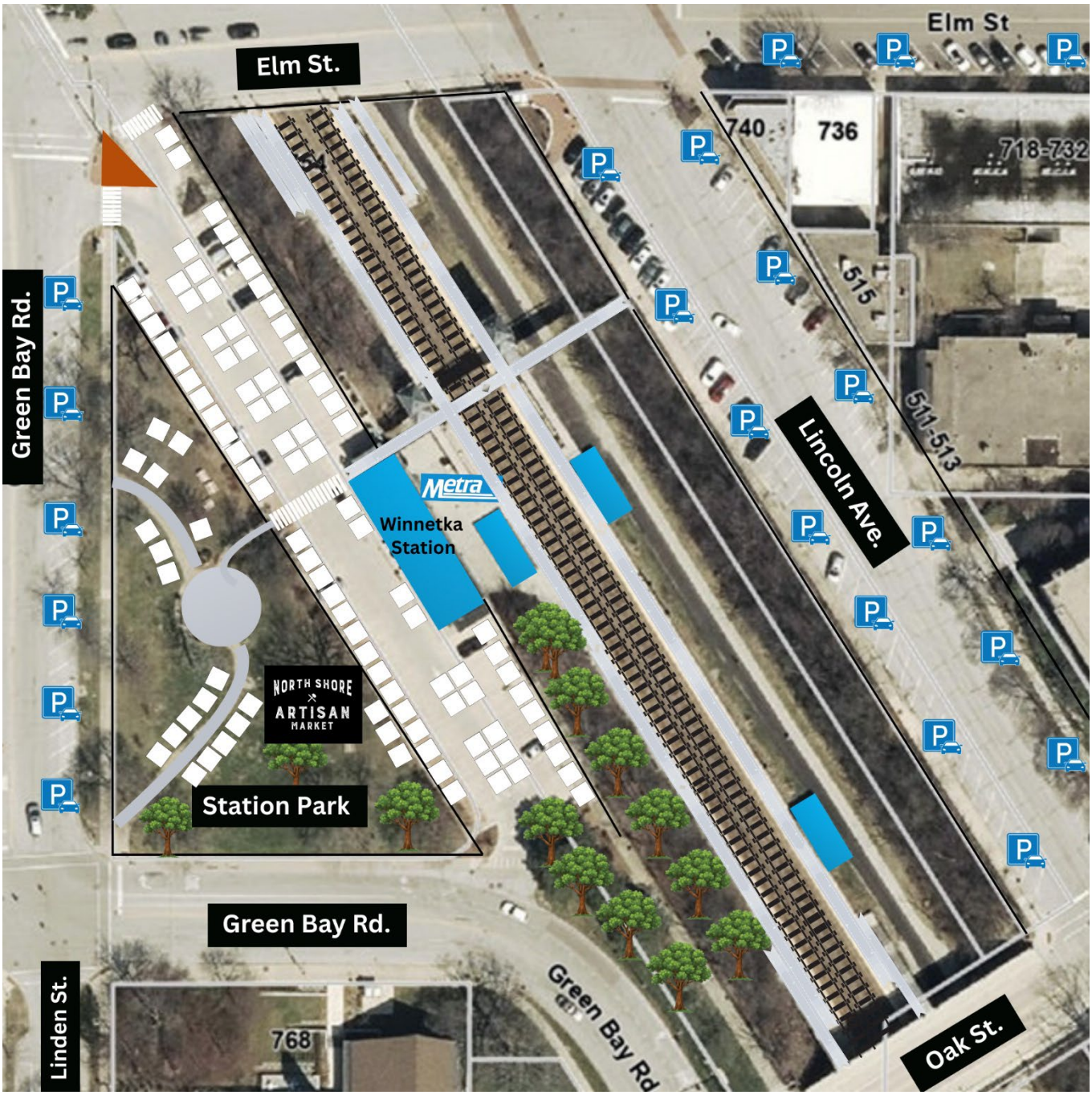
Organizers & Market Managers: Lynna & Jonathan Smith, INV Marketing Group

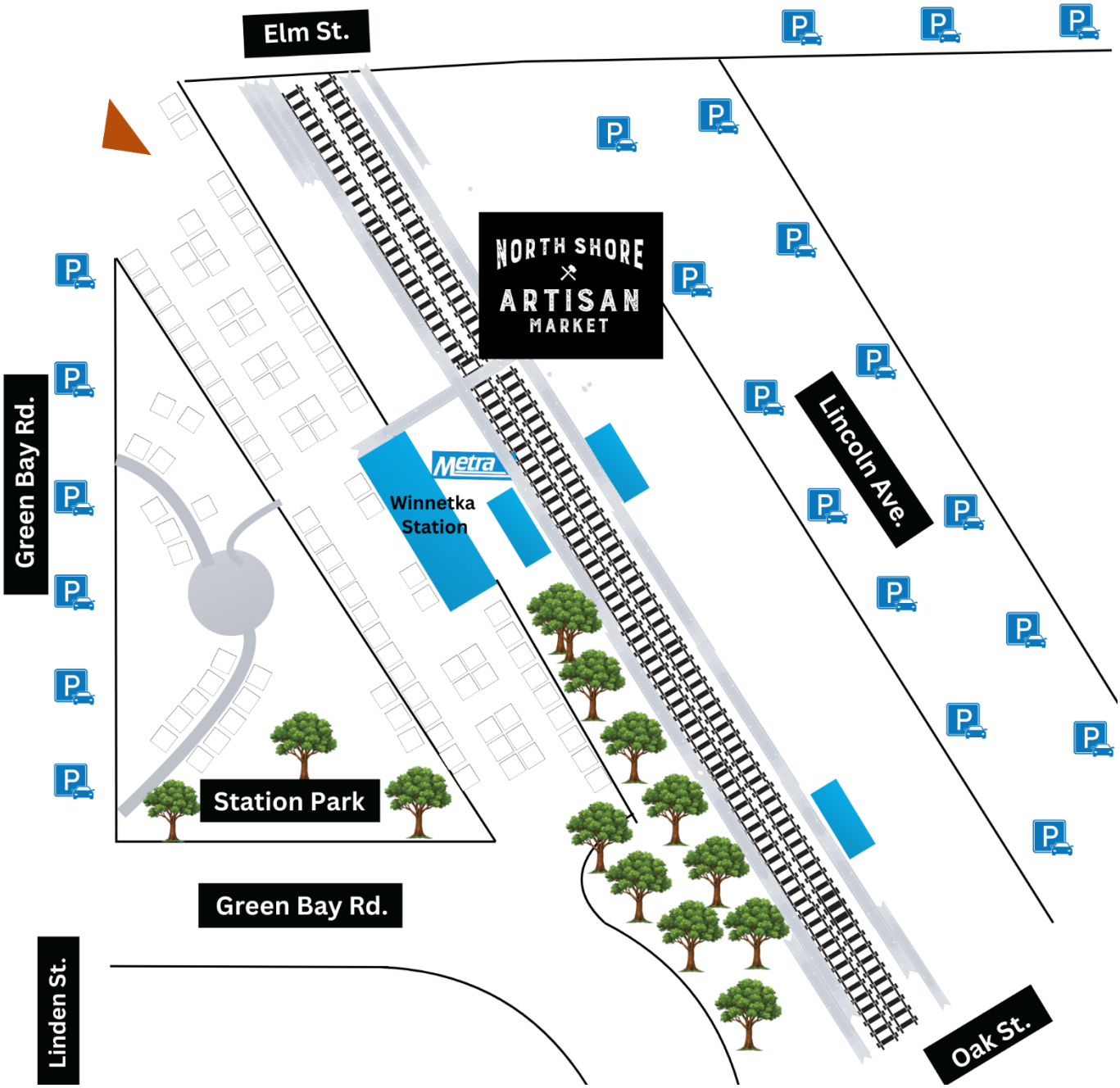
Lynna – 630.202.4590 | lsmith@stylechicago.com
Jonathan – 773.251.8424 | jjsmith@stylechicago.com

Market Map on reverse side

North Shore Artisan Market – Winnetka

Preliminary Market Layout




Elm St.
NORTH SHORE
ARTISAN
MARKET
Green Bay Rd.
Metra
Winnetka
Station
Lincoln Ave.
Station Park
Green Bay Rd.
Linden St.
Oak St.

Village of WINNETKA, IL

Agenda Item Executive Summary

TITLE: 736 Elm Street – Solidcore – Special Use Permit – Policy Direction

PRESENTER: Scott Mangum

AGENDA DATE: March 3, 2026

CONSENT: No

ITEM TYPE: Old Business

ITEM HISTORY:
On February 17, 2026, the Village Council initially considered the Plan Commission ("PC") recommendation regarding an application submitted by Solidcore (the "Applicant"), as the prospective lessee of the property located at 736 Elm Street (the "Subject Property"), seeking approval of a special use permit to operate a personal fitness studio in the Commercial Overlay District on the Subject Property.

Based on discussion and questions at the Village Council meeting, the property owner has provided the attached PowerPoint presentation addressing retail leasing efforts, market context, and a customer journey and parking analysis **Attachment 1**.

EXECUTIVE SUMMARY:
On March 3, 2026, the Village Council is scheduled to continue consideration of the PC recommendation regarding an application submitted by the Applicant. The decision of whether to grant a special use permit lies with the Village Council after receiving a recommendation from the PC.

ADVISORY BOARD/PLAN COMMISSION REVIEW
The Plan Commission ("PC") considered the request at its January 28, 2026, meeting. After hearing from the Applicant and receiving no verbal or written comments from the public, the PC discussed the request. The PC commented favorably on the business itself, however, some members expressed concern that the business in the proposed location does not meet the standards for granting a special use. Commission members asked about other tenants in the One Winnetka development and wanted to understand how many other special uses have been approved or are expected to be proposed for the building. Some members expressed concern about the proposed fitness studio clashing with neighboring tenants, with issues such as parking and noise trespass from fitness studio activities. Additionally, some members indicated a preference of seeing a representative from the building ownership present at the meeting for this type of request. Members also discussed whether the proposed fitness studio would contribute to the retail environment of the district; some members commented that the business would bring a large number of people to the business district, for which other businesses could benefit from. The PC also discussed the extent to which the retail environment

has changed since the inception of the Overlay District. PC members did acknowledge that the fitness classes offered by the proposed studio would be appealing to a segment of Village residents.

Initially, the members were split 4-4. However, after further discussion, **by a vote of 5-3, the PC recommended denial** of the request based on the Commission's findings of fact below that the proposed personal fitness studio in the Commercial Overlay District at 736 Elm Street is NOT CONSISTENT with the following standards for granting of Special Use Permits in the commercial Overlay District:

2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
4. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;
5. The proposed special use at the proposed location will provide for display windows, provided that the street facing windows remain open and transparent as viewed from the sidewalk into the tenant space. The proposed special use at the proposed location will provide for facades, signage and lighting similar in nature and compatible with that provided by retail uses;
6. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses."

It should be noted, the standards listed above are by the number from the "Standards for Review/Findings" section of the staff report for the January 28 PC meeting. Details of the request can be found in the attached staff report to the PC. For additional details please reference this report as well as the draft minutes of the January 28 PC meeting, which are included as **Attachment 2**.

Since the PC meeting, the Applicant has submitted an amended floor plan, which is included as **Attachment 3**. The amended floor plan represents a reconfiguration of the front of the commercial space, which results in one less studio machine thereby reducing class sizes from 16 to 15 clients.

Given the PC recommended of denial of the request, this item is before the Village Council for policy direction.

RECOMMENDATION:

Village staff requests policy direction from the Village Council regarding the requested special use permit. If the Council is ready to make a decision, does the Council find it appropriate to approve a special use permit to allow a personal fitness studio in the Commercial Overlay District at 736 Elm Street? The Council will need to direct staff to prepare the necessary documents for either approval or denial of the requested special use permit.

ATTACHMENTS:

1. Attachment 1: PowerPoint Presentation, prepared by Murphy Development Group, LLC
2. Attachment 2: January 28, 2026, Plan Commission Meeting Staff Report and Meeting Minutes Excerpt
3. Attachment 3: February 6, 2025, Amended Floor Plan Submitted by Applicant

ATTACHMENT 1

ONE WINNETKA

Retail Leasing Efforts

Market Context

Customer Journey & Parking Analysis

Village Council – March 3, 2026

MDG MURPHY DEVELOPMENT GROUP, LLC

Executive Overview

History: Traditional apparel and specialty retail was actively pursued. Current overall retail demand nationally mirrors closely the demand we saw at One Winnetka.

Feedback: Winnetka's proximity to major shopping destinations (Old Orchard & Plaza Del Lago) means traditional goods retailers already have nearby options which are more preferable due to their density of competitors (which draws consumers) — which makes service/experiential uses even more valuable as the *differentiator* that draws people to downtown Winnetka specifically.

One Winnetka: New construction economics differ from legacy storefronts.

Parking: Measured supply materially exceeds projected peak demand.

Tenant Mix: Curated tenant mix produces staggered peak usage.

Deliveries: One Winnetka commercial tenants do not receive as many deliveries of product…Solidcore receives virtually no deliveries…the same for the medical and financial uses.

Traditional Retail Outreach

We actively contacted and pursued traditional retail users. In addition to direct outreach to retailers, we engaged local brokerage firms that specialize in representing luxury and apparel tenants in the North Shore market. A sample of the users with whom we had conversations and/or negotiations:

Luxury & Apparel

- Alice & Wonder
- Blowdry Boutique
- Brandy Melville
- Brunello Cucinelli
- Faherty
- Jenni Kayne
- Johnnie-O
- Jones Road
- La Ligne
- LVMH
- Saint Bernard
- Space 519
- Vuori

Home & Specialty

- Framebridge
- Restoration Hardware
- Stark Carpet
- Two Local Home Retailers
- Williams Sonoma

Results:

Luxury retailers are pursuing scale and co-tenancy — typically clustering near other established luxury brands, such as the environment offered at Old Orchard and Plaza Del Lago. That level of brand adjacency and density is not currently available within our building or immediate vicinity.

More broadly, apparel retail continues to contract. Retailers expanding today are highly selective, prioritizing dense pedestrian corridors or established luxury clusters, and many are unable or unwilling to support new construction cost structures.

We did not default to service tenants — we exhausted the traditional retail pipeline first.

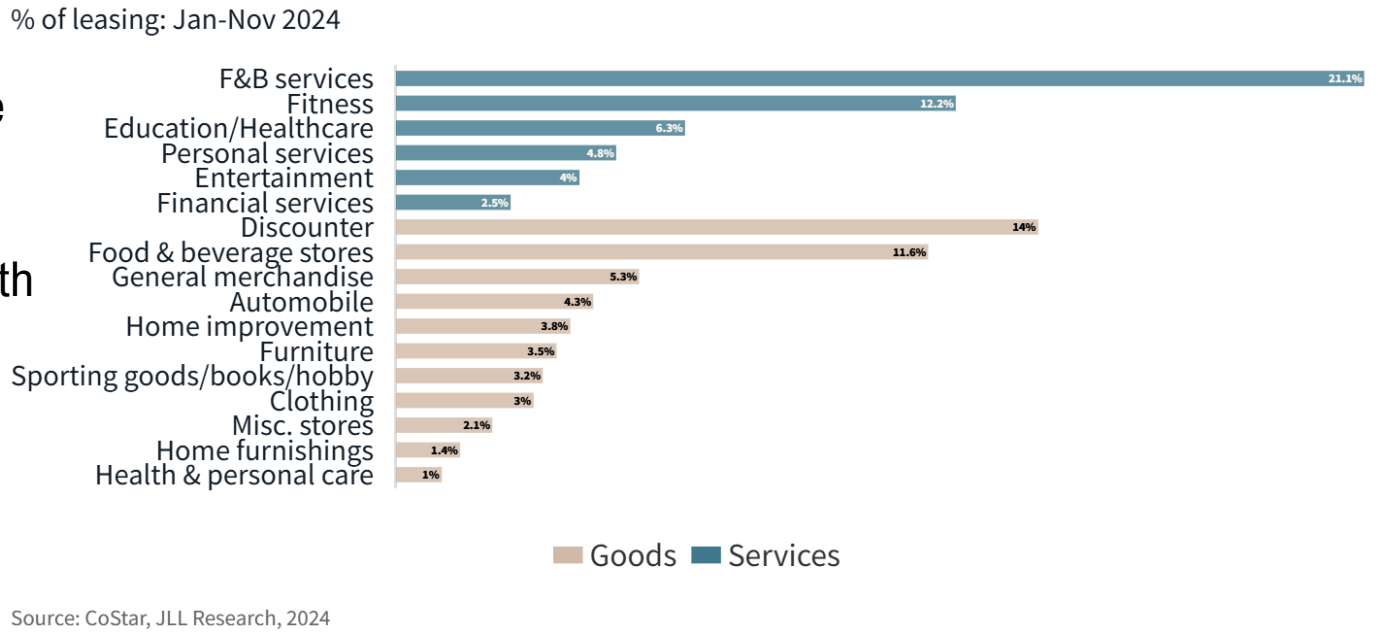
A Historic Shift in Retail Real Estate

The Winnetka C2 Overlay District was enacted in 2016 → Service-related uses were present but still emerging and their value as activity generators was not a factor or fully understood until more recently.

•Service-based tenants now lease more retail space than goods-based tenants. JLL calls this "a historic shift in the retail property sector" that has been underway for a decade but is now accelerating due to continued internet shopping growth.

•The service categories leading this shift per JLL: quick-service/fast-casual restaurants, fitness studios, and healthcare/financial services — which maps directly to One Winnetka's tenant mix (Arkadia, Fare, Solidcore, Winnetka Aesthetic Studio, Charles Schwab).

•Nearly 70% of retail leases signed in 2025 were for spaces of 2,500 SF or less (aligning with Solidcore's ~2,300 SF footprint) — smaller, service-oriented formats are the dominant growth category.



Source: CoStar, JLL Research, 2024

Sources: JLL "United States Retail Market Dynamics" Q4 2024 and Q4 2025 reports; Retail Dive (Feb 2025); Chain Store Age (Feb 2026); NAIOP.

New Construction Economics

Rental Rate Context

- One Winnetka retail rents significantly exceed legacy Winnetka storefront rents (~50% higher)
- This differential reflects cost structure, not premium positioning

Why New Construction Differs

- Structured parking integration
- Modern HVAC and life safety systems
- ADA compliance
- 16'+ ceiling heights
- Significant tenant improvement allowances
- New construction cost basis (construction inflation is up 42% from 2020)

Lease Stability Requirements

To protect the building and its tax base contribution:

- 10-year minimum lease terms
- Corporate or balance sheet-backed guarantees
- Creditworthy tenancy

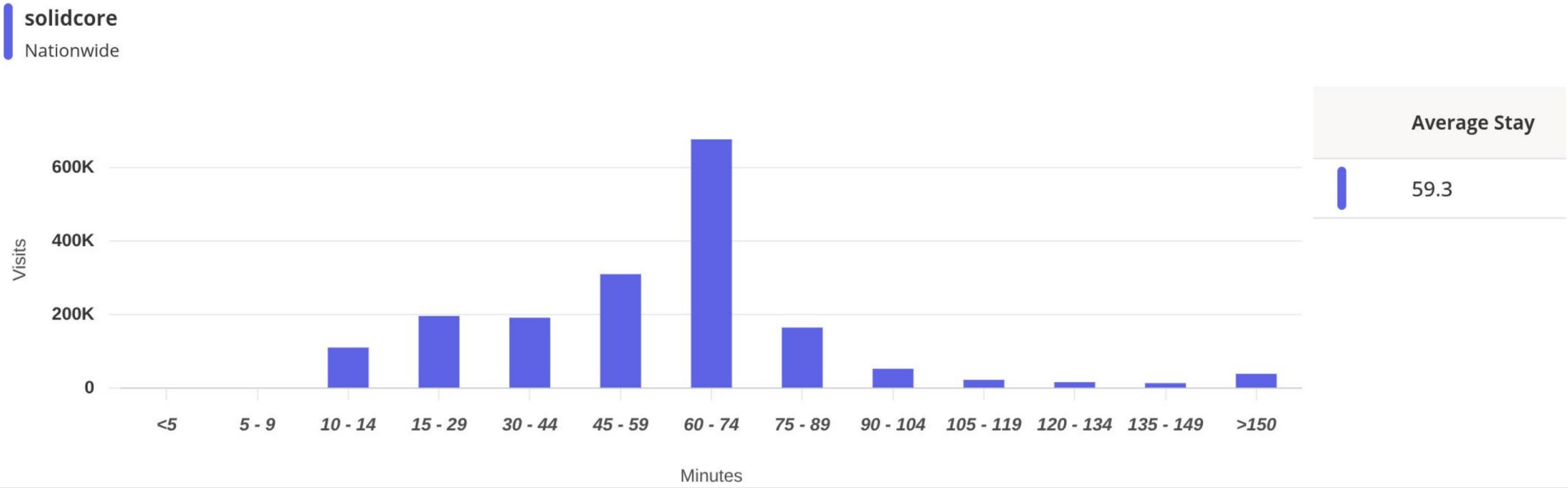
New mixed-use buildings cannot responsibly lease to speculative or undercapitalized retailers without materially increasing financial risk.

Tenant stability is a benefit to the community.

- Reduces the risk of vacant space in the Elm St. District;
- Provides fair certainty of a stabilized presence to others seeking to invest in the area including knowing the type of co locating use they can expect to see.

Solidcore Visit Duration

Visit Duration

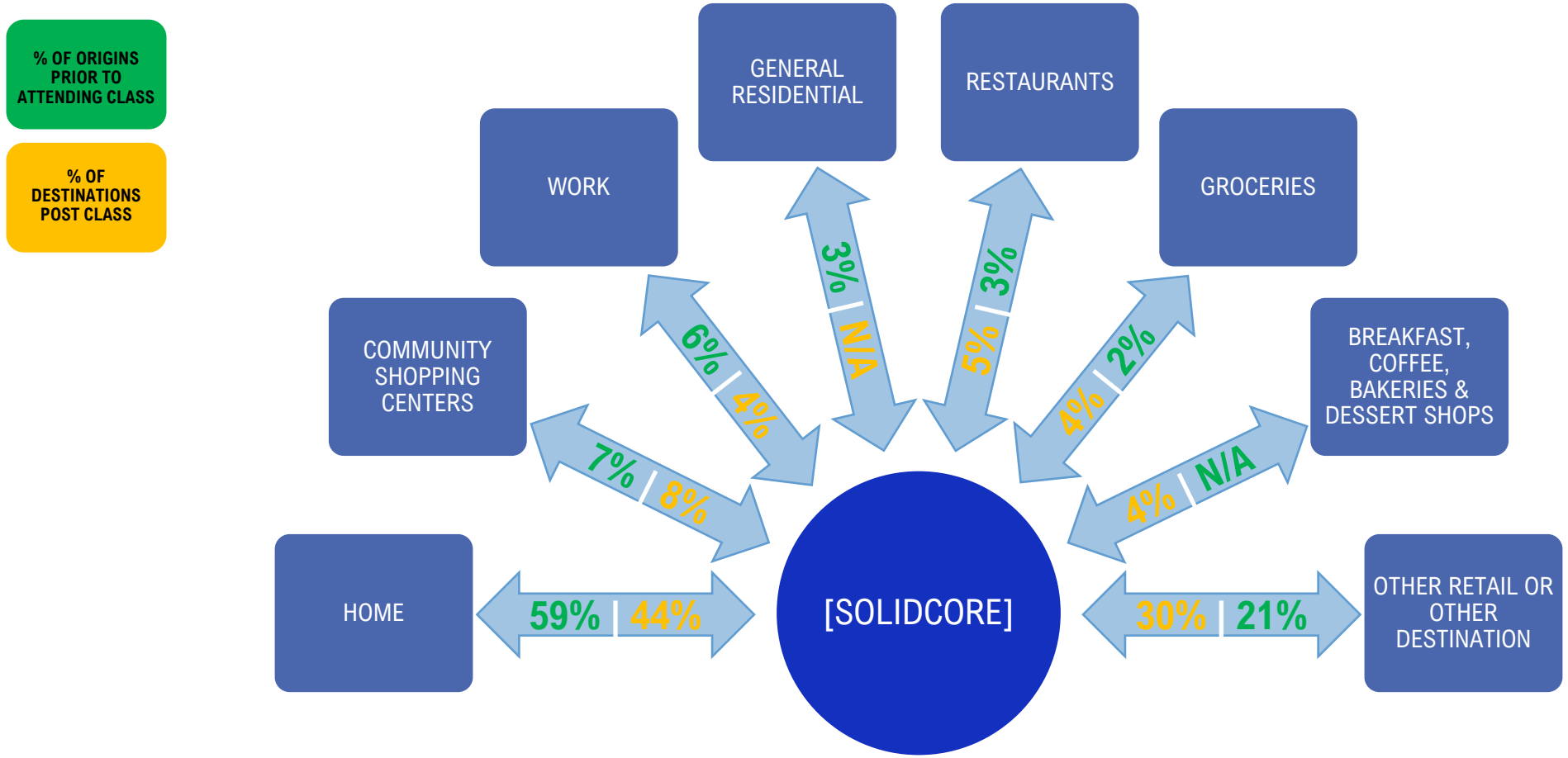


Visits | Feb 18th, 2025 - Feb 17th, 2026
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai

Solidcore Customer Journey

Trip-Chaining Drives Secondary Spending



Visitor Journey by Chain

Solidcore Customer

Demographically Aligned with Winnetka

- The Solidcore consumer base has a higher educational background with 64.3% with a bachelor's degree or higher as compared to the US average of 35% with this level of education.
- The Solidcore consumer base primarily draws from smaller households with 35.4% from one-person households
- The Solidcore consumer base is from affluent households: 37.6% HHI > $150k



Solidcore Overview

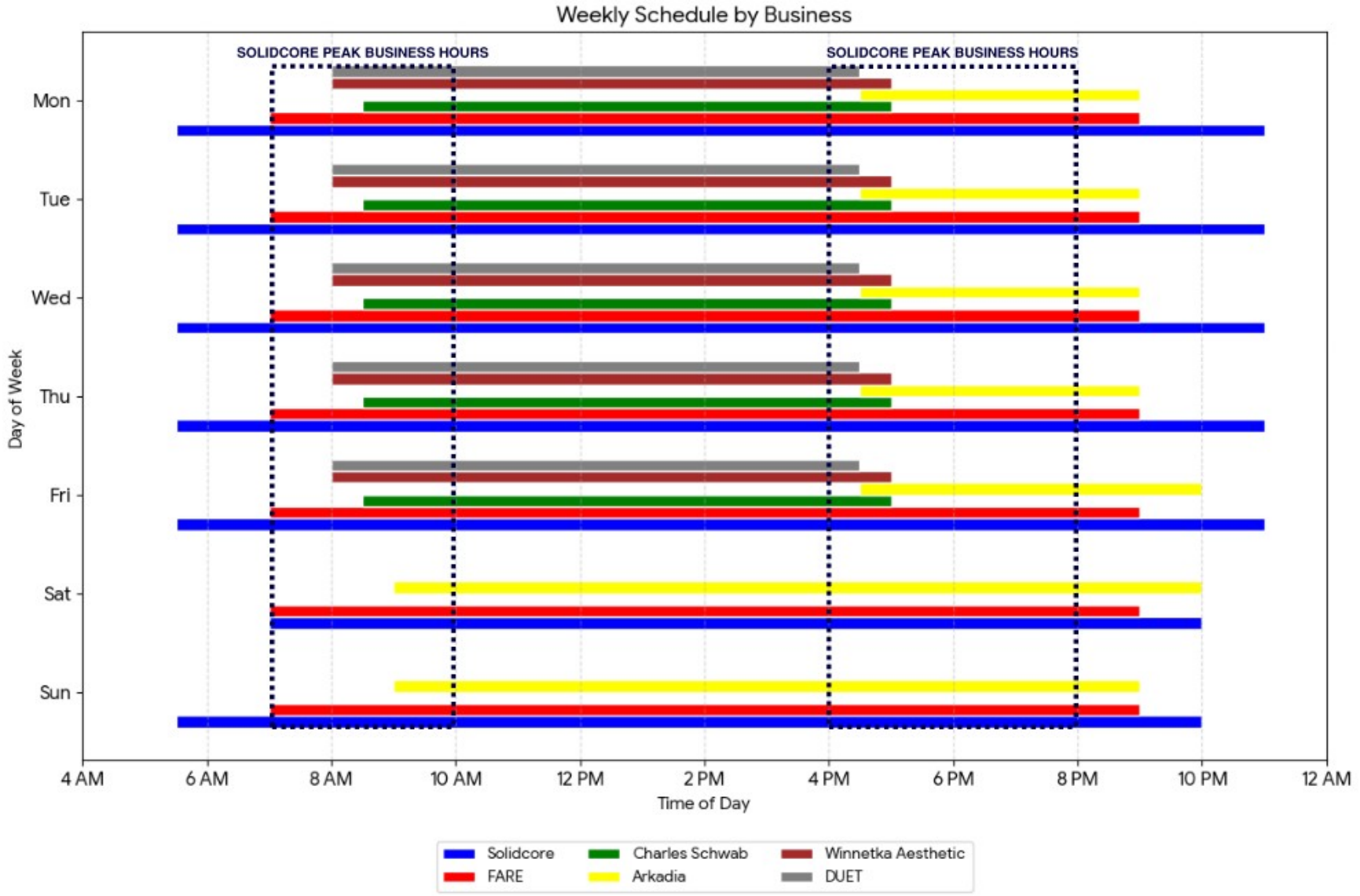
- **Fitness Is The New Anchor:** Unlike a clothing customer that might visit once a month, Solidcore members visit 3-4 times per week. This guarantees consistent foot traffic that traditional retail currently cannot provide.

- **Halo Effect:** These users rarely just "work out and leave." They create a "trip chain": Workout…coffee… shop.

- **Parking:** Solidcore represents a 'low-impact, high-value' use for downtown Winnetka. It activates the streetscape during off-peak hours (early morning/evening), brings a high-frequency demographic that fuels nearby merchants, and imposes a capped, predictable parking load that does not conflict with midday retail shoppers.



Business Hours



Overall →
Solidcore and FARE are the only tenants open from 5 AM to 8 AM

Weekends →
Significant drop-off in retailer activity.

Solidcore is 1 of 2 businesses primarily operating on Sunday

Revised Parking Study Findings

- **Zoning:** The commercial spaces at One Winnetka meet the current zoning code requirement of 39 spaces by providing 39 spaces. No variance is requested. The spaces ARE publicly accessible, and the parking study shows surplus capacity. The building's tenants using some of the spaces during staggered hours is how mixed-use parking is designed to work.

- **New/Return of Parking:** Upon completion of the One Winnetka project, and additional 93 parking spaces would be available, including 39 spaces on-site. During construction, between Elm Street, Lincoln Avenue, and the East Hadley lot, there are as many as 54 spaces that are currently offline.

- **Uses:** One Winnetka's ground level commercial spaces will contain a mixture of fitness, restaurant, medical office, and financial office uses, with staggered hours of parking demand.

- **Parking Study:** A parking survey was conducted on Friday February 6th, 2026 in the evening to quantify the amount of parking available near the site. It identified the number of parked vehicles, parking spaces available , and the spaces temporarily lost due to construction activity.

- **Peak:** The highest observed parking utilization occurred at 4:00 PM, just before the restaurant would open, with 165 parked vehicles and 332 vacant spaces in the immediate vicinity.
  - Even during projected peak evening conditions, the combined restaurant and fitness demand of 119 vehicles, together with seasonally adjusted existing demand of 190 vehicles, would still leave a minimum of 137 available parking spaces in the surrounding area.
  - Additionally, the restaurant is pursuing a valet license, which would further consolidate and manage the majority of its parking demand.

Solidcore Parking

Fitness studios utilize parking more efficiently than restaurants or traditional retail →

A. Contra-Cyclical Peak Hours
The Argument: Retail peak hours are typically **11:00 AM – 4:00 PM**. Solidcore's peak hours are **5:00 AM – 8:00 AM** and **4:00 PM – 8:00 PM**.
The Win: Utilizing parking spots that would otherwise sit empty during early mornings and evenings. You are maximizing the utility of public parking assets, not straining them during the midday shopping rush.

B. Predictable Turnover (The "50-Minute Hard Stop")
The Argument: A restaurant table might turn over in 90–120 minutes, and timing is unpredictable.
The Win: Solidcore classes are strictly 50 minutes. This creates a more predictable "pulse" of parking usage.

C. Parking Is Capped (15 Reformers)
The Win: Unlike a generic "open gym" where 100 people might show up at 5:00 PM, Solidcore is class-based with a fixed number of machines.

Why Solidcore belongs in Winnetka

- **The Market Has Moved.** Service-based tenants now lease more retail space nationally than goods-based tenants — a shift JLL calls "historic." One Winnetka's tenant mix of dining, fitness, medical, and financial services is not an anomaly. It is the national standard for new mixed-use development. The Village's own ongoing review of the C2 overlay reflects this same recognition.
- **Solidcore Delivers What Winnetka Wants.** 200+ visits per week from affluent consumers. 12–16x more monthly foot traffic per customer than traditional apparel retail. Capped, predictable parking with contra-cyclical peak hours. And a proven halo effect that drives spending at neighboring businesses. This is vibrancy — measured in foot traffic and frequency.
- **Approval Sets the Right Precedent.** A nationally recognized, corporate-guaranteed, 10-year tenant in a brand-new building is the strongest possible signal that Winnetka welcomes quality investment. The C2 overlay was written in 2016 for a retail landscape that no longer exists. Approving Solidcore aligns the Village's regulatory framework with today's economic reality.

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION

FROM: CHRISTOPHER MARX, AICP, ASSOCIATE PLANNER

DATE: JANUARY 22, 2026

SUBJECT: 736 ELM STREET – SOLIDCORE
SPECIAL USE PERMIT (CASE NO. 26-02-SU)

INTRODUCTION

On January 28, 2026, the Plan Commission is scheduled to hold a public hearing to consider an application submitted by Solidcore (the "Applicant"), as the prospective lessee of the property located at 736 Elm Street (the "Subject Property"), **to allow a personal fitness studio to occupy the Subject Property**. The property is currently owned by MDG Winnetka One, LP.

The Applicant has filed an application seeking approval of a Special Use Permit in accordance with Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to permit a personal fitness studio in the C-2 General Retail Commercial Overlay District at the Subject Property. The Applicant would be opening a Winnetka location of a nationally based fitness studio chain.

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public hearing. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has not received any written comments from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is one of the commercial spaces located in the four-story mixed-use building that is currently under construction at 720-736 Elm Street and 515-525 Lincoln Avenue (newly assigned addresses), often referred to as *One Winnetka*, located on the southeast corner of the intersection of Elm Street and Lincoln Avenue. The approximately 2,363 square foot space at 736 Elm Street is a portion of the 20,955 square feet of commercial space in the One Winnetka building and is on the western portion of the building's north facing commercial space. To date, the other tenants within the development that have received approvals are the Winnetka Aesthetic Studio medical office and a Charles Schwab financial services office, although a restaurant is expected to occupy the northwestern space on the first floor near the street intersection. There will be 59 residential units on the second, third, and fourth floors.

The Subject Property is located within the Village's **Commercial Overlay District,** which allows non-retail uses, such as fitness studios; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use. Figures 1 through 4 on the following pages identify the One Winnetka site and the proposed location of the fitness studio.



Figure 1 – One Winnetka Site – GIS Map

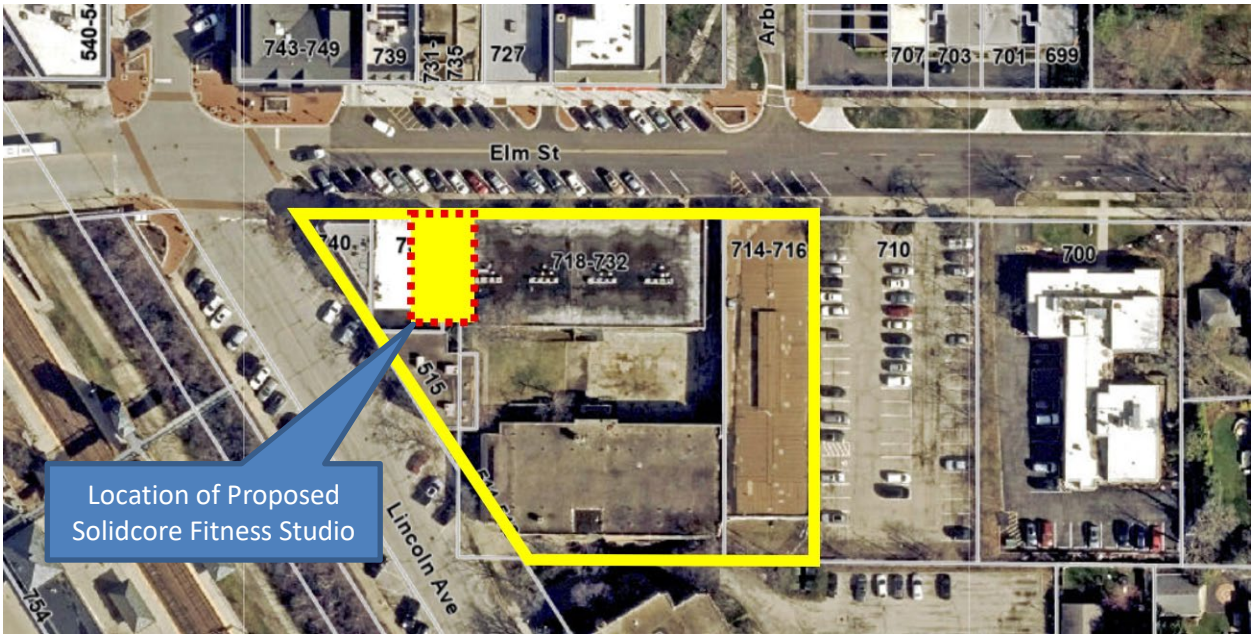


Figure 2 – Aerial Location Map



Figure 3 – One Winnetka – North Facing Elm Street Façade



Figure 4 – One Winnetka – Rendering of Proposed Fitness Studio Along Elm Street Façade

COMMERCIAL OVERLAY DISTRICT BACKGROUND

The Overlay District was established in 1987 out of concern about the viability of the business districts as a whole if non-retail occupancies were allowed to proliferate and occupy significant areas within retail shopping districts. At the time of adoption there was a concern about the possible proliferation of real estate offices and financial institutions.

The Village Zoning Ordinance describes the purpose of the Overlay District and its restrictions on non-retail uses as being:

> *"to encourage retailing of comparison shopping goods and personal services compatible with such retailing on ground floor in order to encourage a clustering of such uses, to provide for a wide variety of retail shops and expose such shops to maximum foot traffic, while keeping such traffic in concentrated (yet well distinguished) channels throughout the district."*

Since its adoption in 1987, the Overlay District has been revised on more than one occasion to alter district boundaries, or to modify the types of uses which are permitted within each district. The most recent amendment occurred on April 4, 2019, when the Village Council adopted MC-01-2019, amending the Zoning Ordinance regarding uses and regulations in the three commercial districts, including amendments to the Overlay District and the standards used to evaluate a special use.

ELM STREET BUSINESS DISTRICTS OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Elm Street Business Districts is included on the following page as Figure 5. The One Winnetka site is highlighted yellow.

Gray areas indicate the underlying C-2 General Retail Commercial zoning, which permits by right a relatively broad array of uses, including various retail uses, along with a number of non-retail uses such as professional offices, financial service firms, medical offices and the like.

Red crosshatch areas represent those areas subject to the restrictions of the Commercial Overlay District. The boundaries of the Overlay District are established along certain public streets and extend for a depth of 50 feet from the front property line.

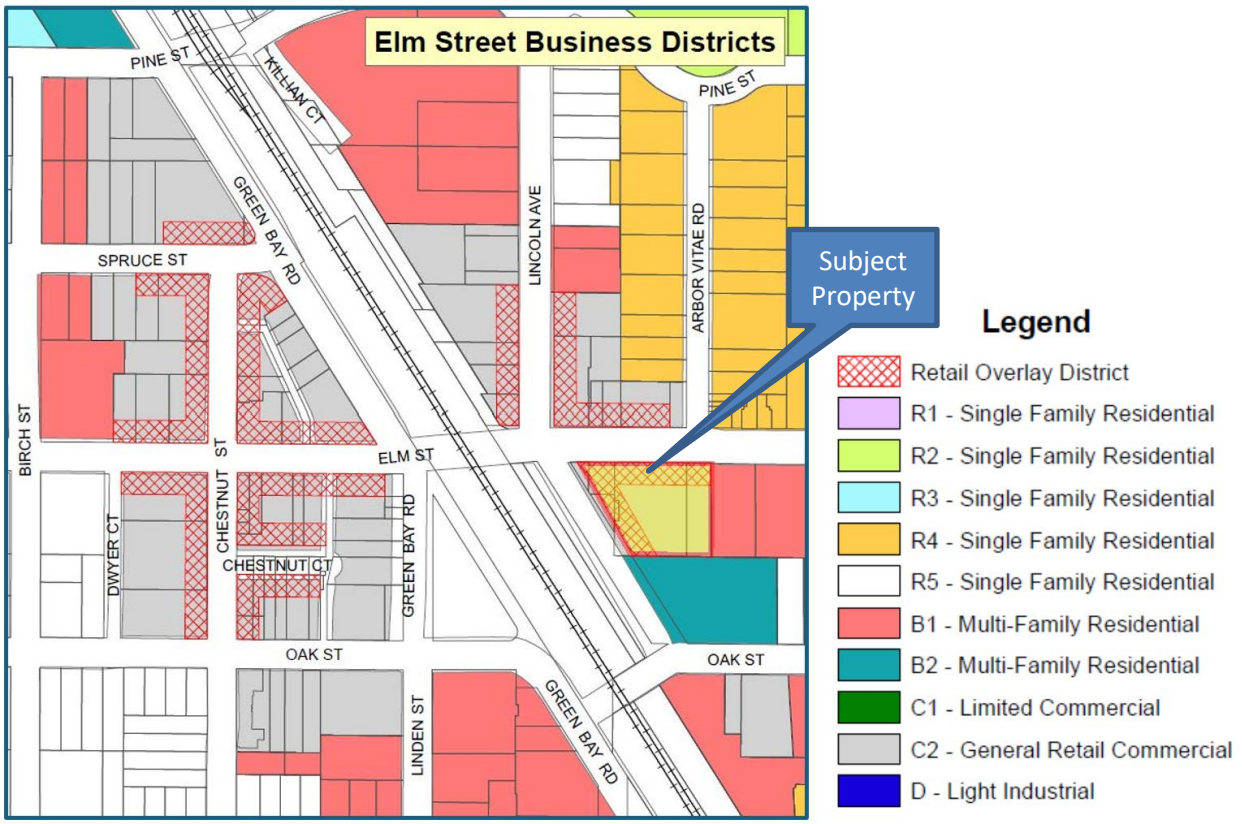


Figure 5 – Elm Street Business Districts

PREVIOUS APPROVALS

On January 21, 2025, the Village Council adopted Ordinance M-01-2025, an Ordinance Granting Final Approval of a Planned Development, Zoning Exceptions, a Special Use for Ground Floor Parking, and Special Use Findings for Medical and Financial Services Uses at 511-515 Lincoln Avenue and 714-740 Elm Street - One Winnetka (previous addresses). The ordinance granted partial approval of certain special use findings for medical and financial services.

On September 16, 2025, the Village Council adopted Ordinance M-12-2025, an Ordinance Granting a Special Use Permit for the Operation of a Financial Counseling Office Within the C-2 Commercial Overlay District, which approved the special use permit of the Charles Schwab financial services office for 720 Elm Street in the same building. Then on December 2, 2025, the Village Council adopted Ordinance M-18-2025, an Ordinance Granting a Special Use Permit for the Operation of a Medical Office Within the C-2 Commercial Overlay District, which approved the special use permit of Winnetka Aesthetic Studio for 730 Elm Street, Suite 130, also located in the same building.

Cultural, recreational, and entertainment uses, which includes personal fitness facilities, did not receive any partial approval in Ordinance M-01-2025 approving the One Winnetka Planned Development. Therefore, all 12 special use standards set forth in Sections 17.56.120(A) and 17.44.020(B)(2)(b) of the Zoning Ordinance apply to the current application being considered by the Commission.

DESCRIPTION OF CURRENT REQUEST

The Applicant is proposing to open a Winnetka location of a nationally based franchise of fitness studios called Solidcore, which offers appointment-based group exercise classes featuring specialized workout options with methods and equipment that are distinctive to the company. The proposed fitness studio would occupy approximately 2,363 square feet of commercial space with the main entrance located along Elm Street. The space would consist of a reception area that leads to a locker area and the main exercise room. The bathrooms would be located next to the front reception area while a utility and storage room would be located towards the rear of the space. The Applicant states that retail offerings would be limited to water and energy drinks for sale at the front desk for class attendees. The Applicant's written description of the proposed use is included in the application materials which are provided as **Attachment A**.

The anticipated hours of operation are 5:00 am to 11:00 pm on Monday through Friday and 7:00 am to 6:00 pm on Saturday and Sunday. Classes would be by appointment-only, with no walk-ins. The daily schedule would contain varying class time lengths with ten-minute gaps between classes to minimize overlaps. On a typical day, the Applicant expects there would be 2 or 3 employees in the fitness studio with 16 clients, for a maximum of 19 people on the premises at any given time.

For parking, the Applicant is proposing that its approximately 14 employees (two full-time and 12 part-time) secure the necessary parking permit and park in public parking lots in the district, including the Village-owned parking lot adjacent to One Winnetka, which does contain "A" permit parking spaces for employees. The Applicant indicates that clients will utilize on-street parking or the parking in the ground level of the commercial parking within the One Winnetka building. The off-street parking provided on the One Winnetka site for commercial uses consists of 39 spaces in the ground level of the building, which is the same number of parking spaces required by the Zoning Ordinance. For reference, the Zoning Ordinance requirement for commercial uses is two spaces for every 1,000 square feet of tenant space. Ten of the ground level spaces are reserved for the Charles Schwab financial services office that was approved in a previous special use permit case.

Figure 6 on the following page highlights the commercial space the Applicant is proposing to occupy in the north section of the One Winnetka building. **Figure 7** shows the proposed floor plan and layout for the fitness studio.

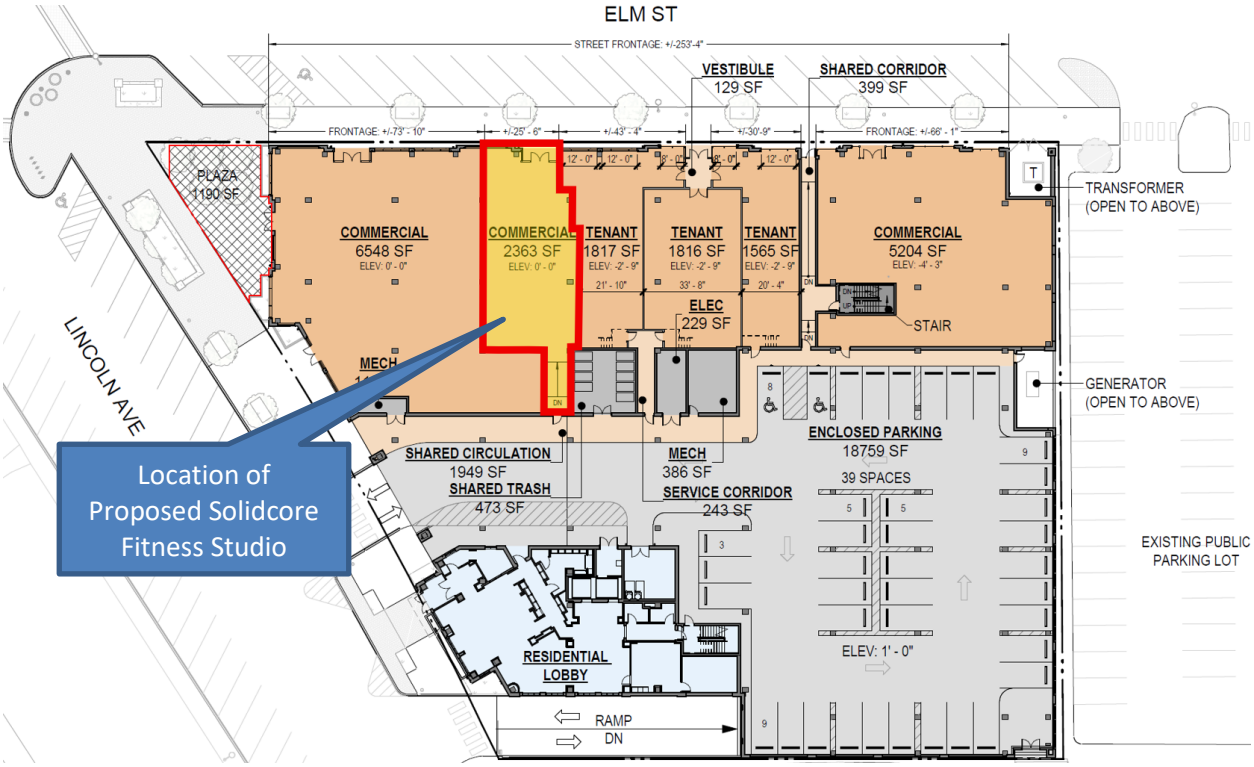


Figure 6 – One Winnetka Ground Level Plan

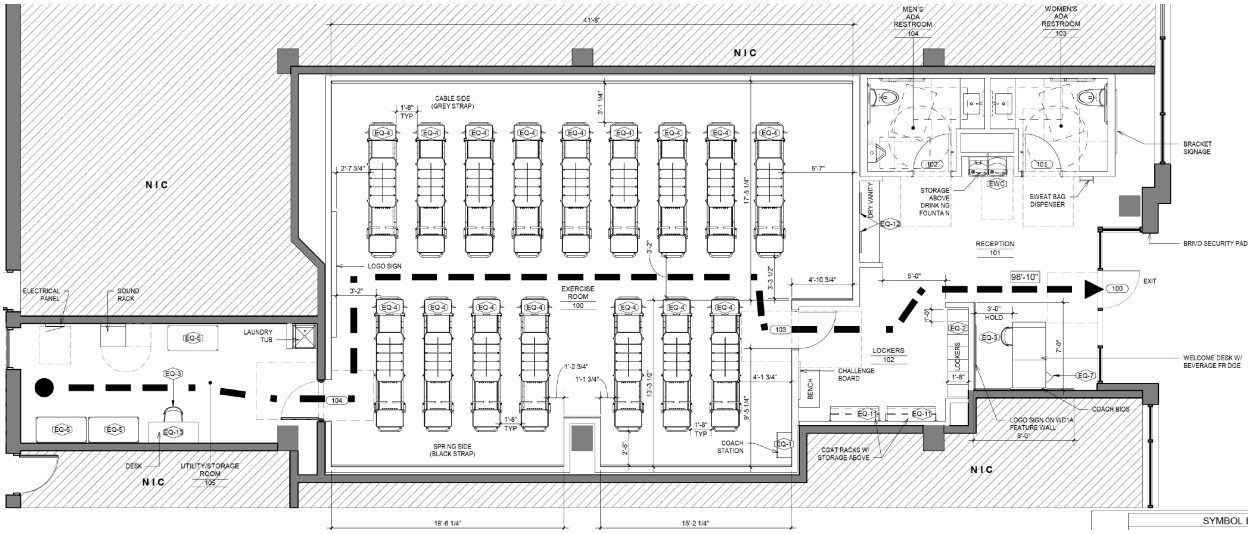


Figure 7 – Excerpt of Proposed Floor Plan

DESIGN REVIEW BOARD REVIEW

The Applicant has indicated that it has no plans to alter the exterior of the building that is currently under construction, except for potential commercial signs or exterior lighting that will be applied for at a later date. Any proposed signage or exterior alterations, including lighting, will require submission of a Sign Permit application or Certificate of Appropriateness application that must be reviewed and approved by the Village's Design Review Board.

STANDARDS FOR REVIEW / FINDINGS

The "Purpose" section of Chapter 17.56 Special Uses, states the following regarding special uses:

> *It is recognized that there are special types of uses which because of their specific characteristics in relationship to uses permitted by right in a particular district, or the services which they provide, cannot be properly permitted by right in a particular district without consideration, in each case, of the impact of such uses upon neighboring land, or of the public need for such uses at a particular location.*

A land use classified as a special use is an allowed land use as long as the Applicant can demonstrate that the proposed use in its proposed specific location meets the applicable standards for granting special use approval.

Section 17.44 of the Zoning Ordinance provides a series of twelve (12) standards for the evaluation of Special Use applications within the Commercial Overlay District, which provides a framework for evaluation by the Plan Commission. The Applicant has supplied as part of their application materials a narrative addressing how this proposal complies with the twelve (12) standards. **(See Attachment A)**

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make a motion that:

> The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, Solidcore, to operate a personal fitness studio at 736 Elm Street within the C-2 Commercial Overlay District, based on the following findings of fact:
>
> "The personal fitness studio (the "Special Use") **is [is not]** consistent with the Standards for granting of Special Use Permits in the Commercial Overlay District, which are as follows:

1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. The establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;

8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;
9. The proposed special use at the proposed location will provide for display windows, provided that the street facing windows remain open and transparent as viewed from the sidewalk into the tenant space. The proposed special use at the proposed location will provide for facades, signage and lighting similar in nature and compatible with that provided by retail uses;
10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;
11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintain typical and customary hours of operation; and
12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses."

The Commission's recommendation is subject to **no conditions [the following conditions]**:

1. [Insert conditions…]

As noted above, the Commission may also wish to consider if there are any additional conditions it may want to place on the facility's operation.

This request is subject to final approval by the Village Council.

ATTACHMENTS

Attachment A: Application Materials

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. _____

Property Information

Site Address: 736 Elm Street, Winnetka, IL 60093

Proposed type of occupancy: B - Business

Applicant Information

Name: Solidcore

Address: Solidcore, 1735 N Lynn St, Suite 650

City, State, ZIP: _____

Applicant Signature [redacted]

Primary Contact: Landon Vowels

Phone No. 312-585-7531

Email: landon@withpulley.com

Date: 01/12/2026

Attorney Information

Name: N/A

Primary Contact: _____

Address: _____

City, State, ZIP: _____

Phone No. _____

Email: _____

Architect Information

Name: DxU Architects

Primary Contact: Emily Lindsey

Address: 412 S. Wells St.

City, State, Zip: Chicago, IL 60607

Phone No. 312.955.0334

Email: elindsey@dxuarch.com

Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 736 Elm Street, Winnetka, IL (*address*), and have provided the attached proof of ownership.

I consent to the filing of an [redacted] it by Landon Vowels, on behalf of Solidcore (*Applicant name*).

Property Owner Signature: [redacted]

Date: 12/04/2025

Printed Name: _____

MDG Winnetka One, LP
227 W. Monroe Street, Suite 5200
Chicago, IL 60606

Re: Special Use Permit Narrative
Property Address: 736 Elm Street, Winnetka, Illinois
Proposed Use: [solidcore] Fitness Studio

To whom it may concern:

Please see a summary of the proposed project below, and please refer to the following, additional pages and attachments for a complete description on how it will address each of the twelve Special Use Permit Standards.

The applicant proposes to operate a [solidcore] boutique fitness studio at 736 Elm Street. The use consists of small-group, instructor-led fitness classes conducted entirely indoors and by reservation only.

The proposed use is consistent with the purpose and intent of the Village's commercial zoning district, as it provides a neighborhood-serving personal service use that supports the vitality of the Elm Street corridor. The operation is compatible with surrounding commercial uses and will not create excessive noise, traffic, or activity outside normal business hours.

The facility will comply with all applicable Building and Fire Codes and will operate in a manner that protects public health, safety, and welfare. No site modification is proposed. Existing utilities, access, and parking infrastructure are sufficient to support the use.

The use will not negatively impact adjacent properties or property values and is expected to enhance the area by introducing an amenity that serves local residents. The applicant is willing to comply with any reasonable conditions imposed by the Village related to hours of operation, occupancy, parking, or signage.

For these reasons, we believe that the proposed use satisfies the Village's standards for granting a Special Use Permit.

[solidcore]

January 12, 2026

Solidcore Chicago, LLC
Keira Fitzgerald
1735 N Lynn St
#650
Arlington, VA 22209

To whom it may concern:

This letter addresses in detail how the proposed tenant fit out of a new **Solidcore** location at **736 Elm Street, Winnetka, IL 60093** is in compliance with the following Special Use Permit Standards as laid out by the Village of Winnetka, Department of Community Development -- Section 17.46.010 [Table of Uses] to be located on the ground floor in the C-2 Commercial Overlay District.

1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;

- *The establishment, maintenance, and operation of Solidcore will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare, or have a negative environmental impact on the neighborhood or Village. The project will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or compatible with other properties in the vicinity as this project is designed to promote health/awareness to community within a safe and professional business establishment. This project is an interior build out and is to comply with the latest applicable codes. The fitness studio classes are to be conducted entirely indoors in properly ventilated, sanitary, ADA compliant, noise-controlled environment that will not be detrimental to the public health.*

2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;

- *Solidcore will not unreasonably impede the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district, nor unreasonably diminish or impair property values in the immediate vicinity. Solidcore will add to the overall use and enjoyment of the vibrant community planned by the One Winnetka Development. There is no indication that property values within the vicinity would be diminished nor impaired.*

[solidcore]

3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;

- *The establishment of the special use of the Solidcore space will not unreasonably impede the normal and orderly development of improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern. The proposed use is to operate within the bounds of the LOD that is dedicated to this space of this site and will not encroach or infringe on the publics ROW nor any of the adjacencies.*

4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;

- *Adequate measures to the site have been taken to provide ingress and egress in a manner which will minimize pedestrian and vehicular traffic congestion in the public ways. The vehicle entrance is located on Lincoln Avenue and the existing properties Architect (OKW Architects, LLC) and Development Group (Murphy Development Group) have previously provided on 7/12/23 and thorough breakdown and traffic analysis that eliminates any concerns of congestion. The Solidcore space has a maximum quantity of 16 client vehicles on site per hour with 2-3 full-time employee vehicles on site per day (a quantity is roughly 50% less than the parking the property provides within the site boundaries) and the existing property has 39 spaces of parking dedicated to the commercial uses on the ground level.*

5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exists or are to be provided;

- *This location will employ 2 full-time employees & 12 part-time employees. A maximum of (2) employees will staff the location at any given time: (1) instructor and (1) front desk attendant. Class size is limited by the number of reformers in a given studio. Up to 16 attendees sign-up for a spot using the Solidcore mobile app ahead of the class time. No walk-in services are provided. There is only one instructor present for each class. Solidcore anticipates having 2-3 full time employee vehicles on-site per day at any given time and a maximum of 16 client vehicles on-site per hour. All drainage and other facilities to be utilized within the space have been designed in accordance with the landlord provided utility supplies and have been approved by the property/landlord.*

6. That the special use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;

- *The planned development will either conform to all other respects of the applicable regulations of the village ordinances and codes, or if relief is needed for any other aspect of the project, it will be pursued pursuant to the procedures set forth in those ordinances and codes.*

7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;

- *The Soldicore space will have storefront windows along Elm Street with visible signage and branding to promote the pedestrian-friendly character of the district and provide opportunities for window displays and visual interest in a manner that reflects the community. Photos included for reference on* ***page 19 -20*** *of our supporting materials document.*

8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;

- *The location of the proposed Solidcore will provide minimal to no interruption in any existing or potential continuity of the surrounding retail uses along the blocks frontage. Solidcore plans to have an active storefront and visible storefront signage, as outlined in the interior and exterior signage packages on* ***pages 1 - 18*** *of our supporting materials document.*

9. The proposed special use at the proposed location will provide for active display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;

- *Solidcore plans to install signage in the display windows – our standard 'bracket' signage that the brand is well known for. This signage will ensure our window displays will contribute to the vibrant atmosphere in the community. Additional details for the bracket signage to be installed on the interior wall facing the right side storefront window can be found on page 7 of the interior signage package document provided.*

- *The full exterior and interior signage packages have been included for review on* ***pages 1 - 18*** *of our supporting materials document.*

10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;

- *Our design intent is to focus our reception desk and lobby area in the front portion of the space. This ensure that our space will feel welcoming and aesthetically pleasing to customers and passersby. The workout space and employee work/storage space is*

proposed in the rear of our floorplan to ensure these areas are not visible from the street. A few facade examples have been included on ***pages 19 - 21*** *of our supporting materials document.*

11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation; and

- *Solidcore does not sell clothing items in studios. The only retail sales are for water and/or Celsius energy drinks, which are sold from a small fridge stored in the front desk millwork. Photo included for reference on* ***page 22*** *of our supporting materials document.*

12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.

- *Solidcore anticipates having 2 full time employee vehicles on-site per day at any given time (one instructor and one front desk attendant) and a maximum of 16 client vehicles on-site per hour. Based on the parking study completed by the Landlord and submitted to the city, this volume of parking usage does not significantly diminish the available parking for the larger retail area.*

Best,

Keira Fitzgerald
Development Manager
keira.fitzgerald@solidcore.co

January 12, 2026

RE: [solidcore] - Winnetka, IL
736 Elm Street, Winnetka, IL

To whom it may concern,

Please accept this Comment Response Letter for the above referenced project. This submittal is in response to the comments provided by the City of Winnetka on December 12, 2025. The original comments have been included below for reference.

Susan Thomas, AICP, Esq. Economic Development Manager Village of Winnetka sthomas@winnetka.org 847-716-3528

1: 1. Standards | Staff strongly recommend addressing the special use standards individually. This will aid the commissioners and staff in their review of your materials and determination of whether the standards are satisfied.

Response: Document attached to address each of the 12 Special Use Standards individually, along with supporting materials document.

2: 2. Restrooms | The location of the restrooms in the front the space greatly diminishes the appearance of an active storefront. The Village strongly encourages a vibrant storefront and is concerned about the appearance of a wall at the front windows. Provide details of your plans to have active displays in the windows.

Response: The design intent for this wall is to install Solidcore bracket signage to ensure the storefront is attractive from the street. An elevation from an example storefront showing the wall with bracket signage installed has been added to pdf page 19.

3: 3. Sweat Bag Dispenser | Please provide more details regarding the sweat bag dispenser. As the proposed location of the dispenser would be visible from the street, an image and additional details are needed.

Response: The sweat bag dispenser is a clear acrylic, wall mounted fixture measuring 14” L x 6.5” W x 7” H. It holds a roll of Solidcore branded bags used by clients after class. Photos attached for reference.

4: 4. Signage | Please provide greater detail regarding the proposed signage. Internally illuminated signs are not permitted within the Village of Winnetka.

Response: The attached interior and exterior signage plans provide greater

detail regarding the proposed signage. The plans confirm that no internally illuminated signs are proposed, in compliance with Village of Winnetka regulations.

5: 5. Window Signage | Any signage located within five (5) feet of a window is considered a window sign. Proposed signage on the wall requires additional detail.

Response: Additional details for the bracket signage to be installed on the interior wall facing the right side storefront window have been provided on interior page 7.

6: 6. Signage Review | All proposed signage requires submission of a sign permit for review and approval by the Development Review Board (DRB).

Response: The attached interior and exterior signage plans provide greater detail regarding the proposed signage. A separate sign permit application will be submitted to the Development Review Board (DRB) for review and approval.

7: 7. Retail | Will there be a retail component? If so, how much of your space will be dedicated to retail needs? What items would be offered for sale?

Response: Solidcore does not sell clothing items in studios. The only retail sales are for water and/or Celsius energy drinks, which are sold from a small fridge stored in the front desk millwork. Photo included for reference.

8: 8. Parking | Provide the estimated size of your largest class and the number of instructors present.

Response: Class size is limited by the number of reformers in a given studio. Up to 16 attendees sign-up for a spot using the Solidcore mobile app ahead of the class time. No walk-in services are provided. There is only one instructor present for each class.

9: 9. Parking | Will there be any overlap of classes? Do you have a proposed class schedule to share? Will there be a gap between classes for clients to leave and free up parking spaces for incoming students? Identify the number of classes per day.

Response: Classes will run continuously during business hours with 10-minute breaks in between. A sample class schedule has been provided, which indicates no overlap of classes and a 10-minute gap between classes for clients to leave and free up parking spaces. The schedule identifies the number of classes per day.

10: 10. Parking | What is the total number of employees you plan to have at this location?

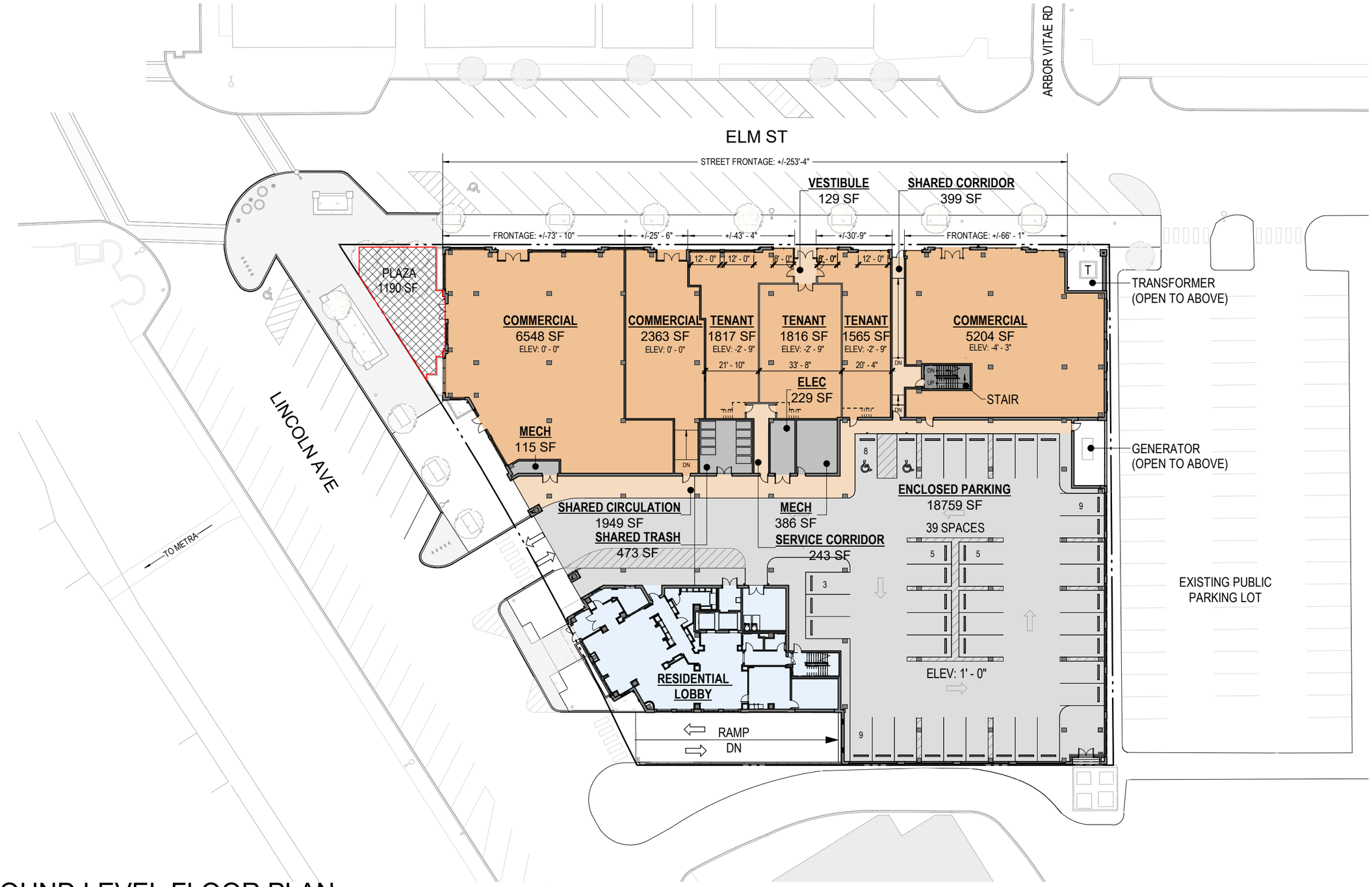
Response: This location will employ 2 full-time employees & 12 part-time employees. A maximum of (2) employees will staff the location at any given time: (1) instructor and (1) front desk attendant.

11: 11. Parking | Application materials must show compliance with all twelve (12) standards to demonstrate adequate parking needs are met while not significantly diminishing the availability of parking for district clientele.

Response: Solidcore anticipates having 2-3 full time employee vehicles on-site per day at any given time and a maximum of 16 client vehicles on-site per hour.

12: 12. Hours of Operation | Please identify the proposed hours of operation.

Response: Anticipated hours for this location will be Monday-Friday 5am-11pm and Saturday-Sunday 7am-6pm.



1 GROUND LEVEL FLOOR PLAN

SCALE: 1" = 40'-0"

OKW Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

N

SCALE: 1" = 40'

0 10' 20' 40'

PROJECT

THIS EXHIBIT IS DIAGRAMMATIC ONLY AND IS INTENDED ONLY TO SHOW THE GENERAL LOCATION OF THE PREMISES AND AN APPROXIMATE DEPICTION OF THE RETAIL/OFFICE BUILDING AND THE PROJECT AS THEY ARE CURRENTLY EXPECTED TO EXIST AS OF THE DATE THE PREMISES ARE DELIVERED TO TENANT. THIS EXHIBIT DOES NOT CONTAIN THE EXACT LEASING LINES OF THE PREMISES NOR DOES IT DEPICT THE EXACT LOCATION OF ANY OTHER TENANTS OR OCCUPANTS OF THE RETAIL/OFFICE BUILDING OR THE PROJECT. FURTHER, REFERENCES TO STORE NAMES ON THIS EXHIBIT SHALL IN NO MANNER CONSTITUTE ANY KIND OF REPRESENTATION AS TO PRESENT OR FUTURE OCCUPANCY OF SPACES AT THE RETAIL/OFFICE BUILDING BY SUCH STORES. THIS EXHIBIT IS NOT A REPRESENTATION OR WARRANTY THAT THE RETAIL/OFFICE BUILDING OR THE PROJECT WILL REMAIN AS DEPICTED, NOR AS TO ANY FUTURE OCCUPANCY OF SPACES AT THE RETAIL/OFFICE BUILDING OR THE PROJECT.

MDG

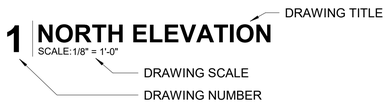
ONE WINNETKA MIXED-USE DEVELOPMENT

515 LINCOLN AVENUE, WINNETKA, IL 60093

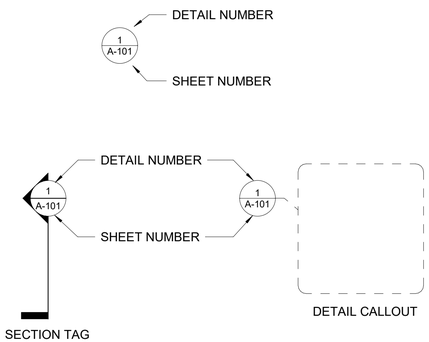
June 30, 2025 Project #: 21077

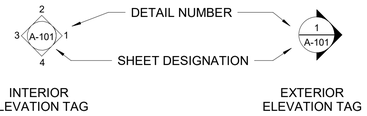
LOD_1

DRAWING TITLE TAG

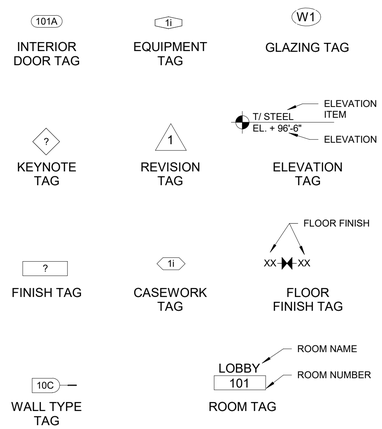


DETAIL TAGS

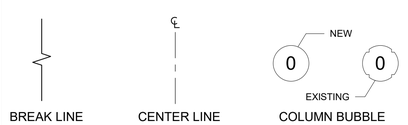




TAG SYMBOLS



DRAWING SYMBOLS



ABBREVIATIONS

AB	anchor bolt	M	meter
ABV	above	MAINT	maintenance
AD	area drain	MAS	masonry
AFF	above finish floor	MAX	maximum
ALUM	aluminum	MECH	mechanical
ANN	annunciator	MTL	metal
APROX	approximate	MEZZ	mezzanine
ARCH	architectural	MFR	manufacturer
AUTO	automatic	MIN	minimum
AVE	avenue	MISC	miscellaneous
AWG	American wire gauge	MM	millimeter
		MO	masonry opening
B/	bottom of	MULL	mullion
BIT	bituminous		
BLDG	building	N	North
		N.I.C.	not in contract
CL	center line	NO.	number
CLG	ceiling	NOM	nominal
CM	centimeter	NTS	not to scale
CMU	concrete masonry unit		
CO	cleanout	OA	overall
COL	column	OC	on center
CONC	concrete	OD	outside diameter
CONSTR	construction	OH	overhead
CONT	continuous	OPNG	opening
COORD	coordinate		
CNTR	center	PL	plate
CU	cubic	P-LAM	plastic laminate
CW	cold water	PLBG	plumbing
		PLUMB	plumbing
DBL	double	PNL	panel
DEG	degree		
DEMO	demolish	PNT	paint
DEPT	department	PT	pressure treated
DET	detail		
DIA	diameter	QT	quarry tile
DIAG	diagonal		
DN	down	R	riser
DS	downspout	RD	roof drain
DWG	drawing	REF	refrigerator
		REINF	reinforced
E	East	REQ'D	required
ELEC	electrical	REV	revision
EM	emergency	RFG	roofing
EXIST	exis ing	RM	room
EXT	exterior	RMV	remove
		RO	rough opening
F/	face of		
FA	fire alarm	S	South
FCO	floor clean out	SAFB	sound attenuation fire
FD	floor drain	batt	insulation
FNDN	foundation	SAN	sanitary
FF	finish floor	SECT	section
FLR	floor	SF	square foot (feet)
FT	foot (feet)	SIM	similar
FTG	footing	SQ	square
FURR	furring	SS	stainless steel
		STC	sound transmission class
GA	gauge	STD	standard
GALV	galvanized	STL	steel
GND	ground	STRUCT	structural
GWB	gypsum wall board		
GYP	gypsum	T	tread
		T/	top of
HB	hose bib	T&B	top and bottom
HDWH	hardwood	T&G	tongue and groove
HDWR	hardware	TEL	telephone
HR	hour	TEMP	tempered
HT	height	TOPO	topography(ic)
HW	hot water	TYP	typical
ID	inside diameter	UNO	unless noted otherwise
IN	inches	UTIL	utility
INCL	include(d)(ing)		
INSUL	insulation	VAC	vacuum
INT	interior	VTR	vent through roof
ISO	isolation	VIF	verify in field
KO	knockout	W	West
KIT	kitchen	W/	with
		W/O	without
LAM	laminate(s)	WC	water closet
LAV	lavatory	WH	water heater
LB(S)	pound(s)	WIN	window
LL	landlord	WWF	welded wire fabric
LT	light		
		YD	yard

[solidcore]

736 ELM STREET, WINNETKA, IL 60093

TENANT AREA (AREA OF WORK) : **2,271 SF**

CONTACTS

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KEIRA FITZGERALD
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(P) 636.349.1600

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LWILD@CASEENGINEERING.COM

LANDLORD:

MURPHY DEVELOPMENT GROUP
CHRIS HORNEY
CHORNEY@MURPHYRES.COM
248.721.7927

DRAWING INDEX

NO	SHEET NAME	2025/12/02 - ISSUED FOR SPECIAL USE PERMIT
01 - TITLE		
T1-01	TITLE SHEET	•
T1-02	EXISTING SITE AND PARKING PLAN (FOR REFERENCE ONLY)	•
04 - ARCHITECTURAL		
A1-10	GROUND FLOOR EXISTING PLAN	•
A1-21	GROUND FLOOR PLAN	•
A4-10	EXTERIOR ELEVATIONS	•

SCOPE OF WORK

FITNESS STUDIO INTERIOR BU LD OUT N A DEMISED RETAIL SPACE. WORK TO NCLUDE DEMOLITION, THE NSTALLATION OF CE LINGS, PARTITIONS, DOORS, INTERIOR F NISHES MECHANICAL WORK, ELECTRICAL WORK AND PLUMB NG WORK FOR A NEW HEALTH & FITNESS ESTABLISHMENT.

BUILDING CODES

*	BUILDING	2021 INTERNATIONAL BUILDING CODE WITH WINNETKA AMENDMENTS
*	EXISTING	2021 INTERNATIONAL EXISTING BUILDING CODE WITH WINNETKA AMENDMENTS
*	MECHANICAL	2021 INTERNATIONAL MECHANICAL CODE WITH WINNETKA AMENDMENTS
*	ELECTRICAL	2020 NATIONAL ELECTRICAL CODE WITH WINNETKA AMENDMENTS
*	PLUMBING	2014 ILLINOIS PLUMBING CODE WITH WINNETKA AMENDMENTS
*	FIRE PREVENTION	2021 INTERNATIONAL FIRE CODE WITH WINNETKA AMENDMENTS
*	ENERGY	2021 ILLINOIS ENERGY CONSERVATION CODE
*	GAS	2021 INTERNATIONAL FUEL GAS CODE WITH WINNETKA AMENDMENTS
*	LIFE SAFETY	2024 LIFE SAFETY CODE (NFPA 101) WITH WINNETKA AMENDMENTS
*	ACCESSIBILITY	2018 ILLINOIS ACCESSIBILITY CODE
*	AS AMENDED WITH ALL STATE AMENDMENTS & CODES	

CODE MATRIX

ZONING CLASSIFICATION:	C2, GENERAL RETAIL COMMERCIAL DISTRICT
OCCUPANCY CLASSIFICATION:	B, BUSINESS
BUILDING HEIGHT:	EXISTING TO REMAIN, (1 STORY)
BUILDING AREA:	EXISTING TO REMAIN
TENANT AREA OF WORK:	2,271 SF
SEPARATED USES:	EAST ADJACENT: BUSINESS USE, NO SEPARATION REQUIRED (EXISTING TO REMAIN) WEST ADJACENT: BUSINESS USE, NO SEPARATION REQUIRED (EXISTING TO REMAIN)
CONSTRUCTION TYPE:	-A, FULLY SPRINKLERED

MUNICIPAL APPROVAL STAMP

PROJECT TEAM

DXU ARCHITECTS

CLIENT

[solidcore]

PROJECT

[solidcore]
WINNETKA

736 ELM STREET,
WINNETKA, IL 60093

NO.	DATE	ISSUE
	2025-12-02	ISSUED FOR SPECIAL USE PERMIT

PROJECT NUMBER: 25-312

DRAWN BY: SM APPROVED BY: EL

SEAL

LICENSED ARCHITECT
ERIC STYER
001-020268
STATE OF ILLINOIS

SIGNATURE 12-02-2025

ISSUED FOR SPECIAL USE PERMIT

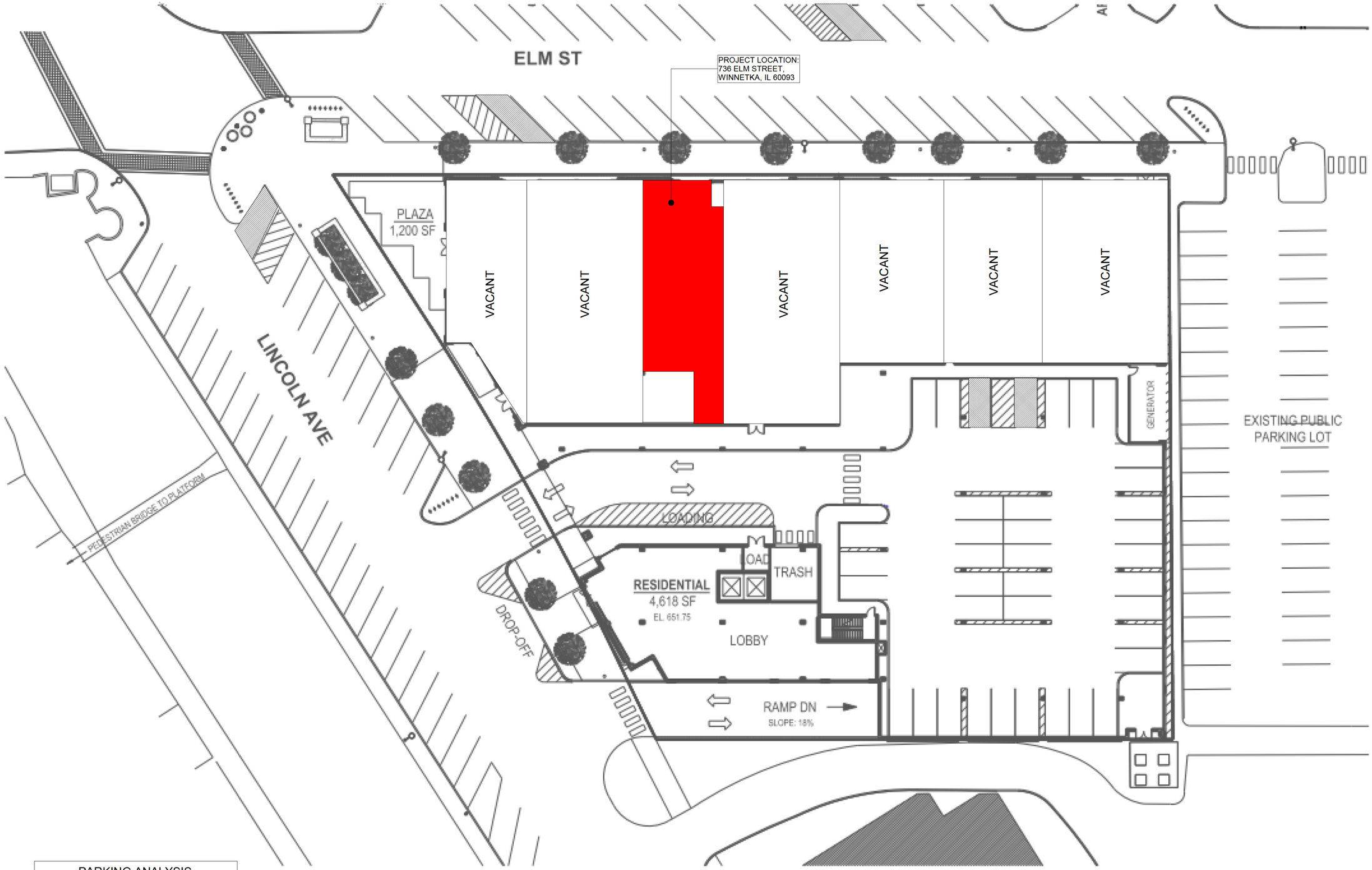
SHEET TITLE & NUMBER

TITLE SHEET

T1-01

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PARKING ANALYSIS		
	ACCESSIBLE SPACES	= 5

* ANALYSIS CONFINED TO SPACES WITHIN THE BLOCK ON WHICH THE SITE IS LOCATED.

N

1 EXISTING SITE AND PARKING PLAN (FOR REFERENCE ONLY)
NTS

MUNICIPAL APPROVAL STAMP

PROJECT TEAM

DXU ARCHITECTS

CL ENT

[solidcore]

PROJECT

[solidcore]
WINNETKA

736 ELM STREET,
WINNETKA, IL 60093

NO.	DATE	ISSUE
	2025-12-02	ISSUED FOR SPECIAL USE PERMIT

PROJECT NUMBER: 25-312

DRAWN BY: SM APPROVED BY: EL

SEAL

LICENSED ARCHITECT
ERIC STYER
001-020288
STATE OF ILLINOIS

SIGNATURE 12-02-2025

ISSUED FOR SPECIAL USE PERMIT

SHEET TITLE & NUMBER

EXISTING SITE AND PARKING PLAN (FOR REFERENCE ONLY)

T1-02

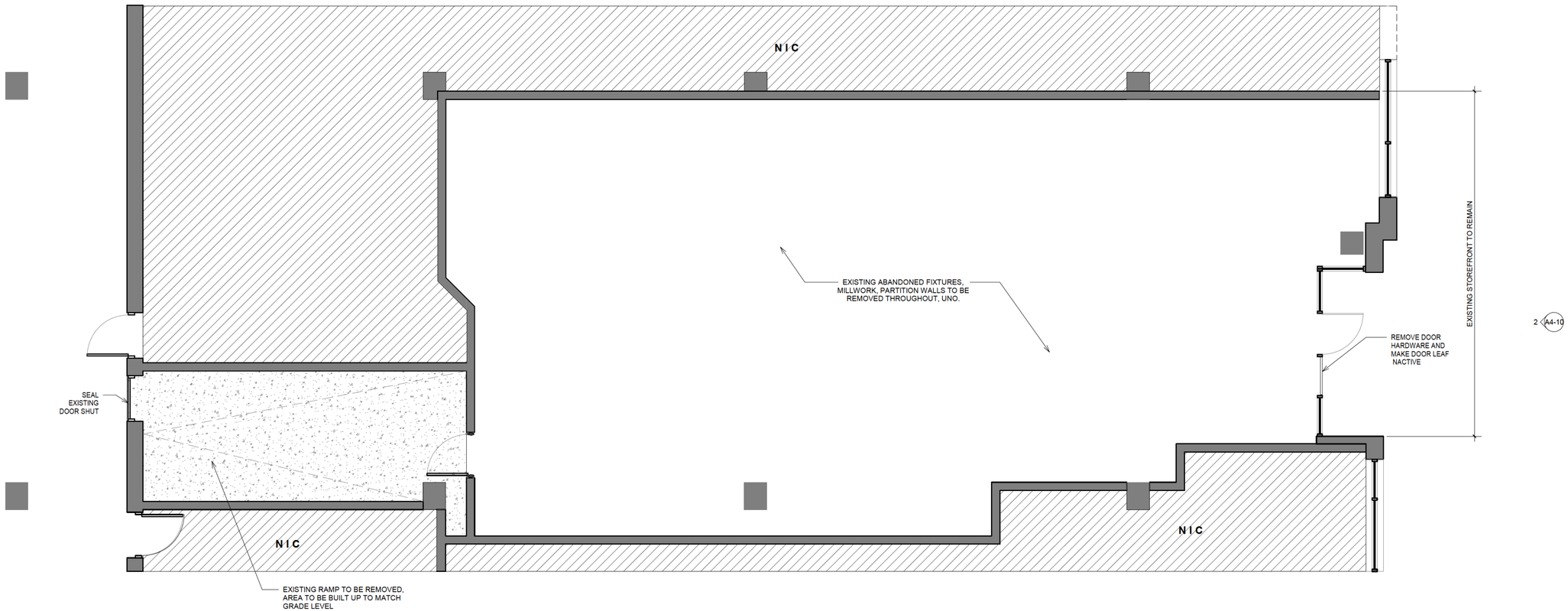
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LEGEND

- EXISTING PARTITIONS & EXTERIOR WALLS TO REMAIN
- NON-BEARING PARTITIONS, FIXTURES, SOFFITS, EQUIPMENT, DOORS, ETC. TO BE REMOVED
- EXISTING PARTIAL HEIGHT PARTITION WALLS TO REMAIN
- N.I.C.

NOTE: GC TO PROTECT LANDLORD FINISHES DURING DEMOLITION AND CONSTRUCTION.



1 GROUND FLOOR EXISTING PLAN
SCALE: 1/4" = 1'-0"

MUNICIPAL APPROVAL STAMP

PROJECT TEAM

DXU ARCHITECTS

CLIENT

[solidcore]

PROJECT

[solidcore]
WINNETKA

736 ELM STREET,
WINNETKA, IL 60093

NO.	DATE	ISSUE
	2025-12-02	ISSUED FOR SPECIAL USE PERMIT

PROJECT NUMBER: 25-312

DRAWN BY: SM APPROVED BY: EL

SEAL

LICENSED ARCHITECT
ERIC STYER
001-020288
STATE OF ILLINOIS

SIGNATURE 12-02-2025

ISSUED FOR SPECIAL USE PERMIT

SHEET TITLE & NUMBER

GROUND FLOOR EXISTING PLAN

A1-10

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EGRESS

AUTOMATIC FIRE PROTECTION SYSTEM: YES

EGRESS REQUIREMENTS	MAX. ALLOWED	PROVIDED
EXIT TRAVEL DISTANCE:	100'-0"	98'-10"
EGRESS DOOR WIDTH:	32" MIN.	36"
EGRESS CORRIDOR WIDTH:	36" MIN.	36"
MIN MUM NUMBER OF EXITS:	1	1

OCCUPANT LOAD

STORAGE / OCC TYPE 1
227 SF / 300 SF = 1 OCCUPANTS

BUSINESS / OCC TYPE 2
364 SF / 150 SF = 3 OCCUPANTS

EXERCISE R. / OCC TYPE 3
1206 SF / 50 SF = 25 OCCUPANTS

NOT INCLUDED IN OCCUPANT LOAD

RESTROOMS
124 SF

TOTAL: = 29 OCCUPANTS

SQUARE FOOTAGE

STORAGE = 227 SF
BUSINESS = 364 SF
EXERCISE ROOM = 1206 SF
RESTROOMS = MEN'S (62 SF) + WOMEN'S (62 SF) = 124 SF

TOTAL: 1921 SF

SCHEDULES

DOOR, FRAME AND HARDWARE SCHEDULE

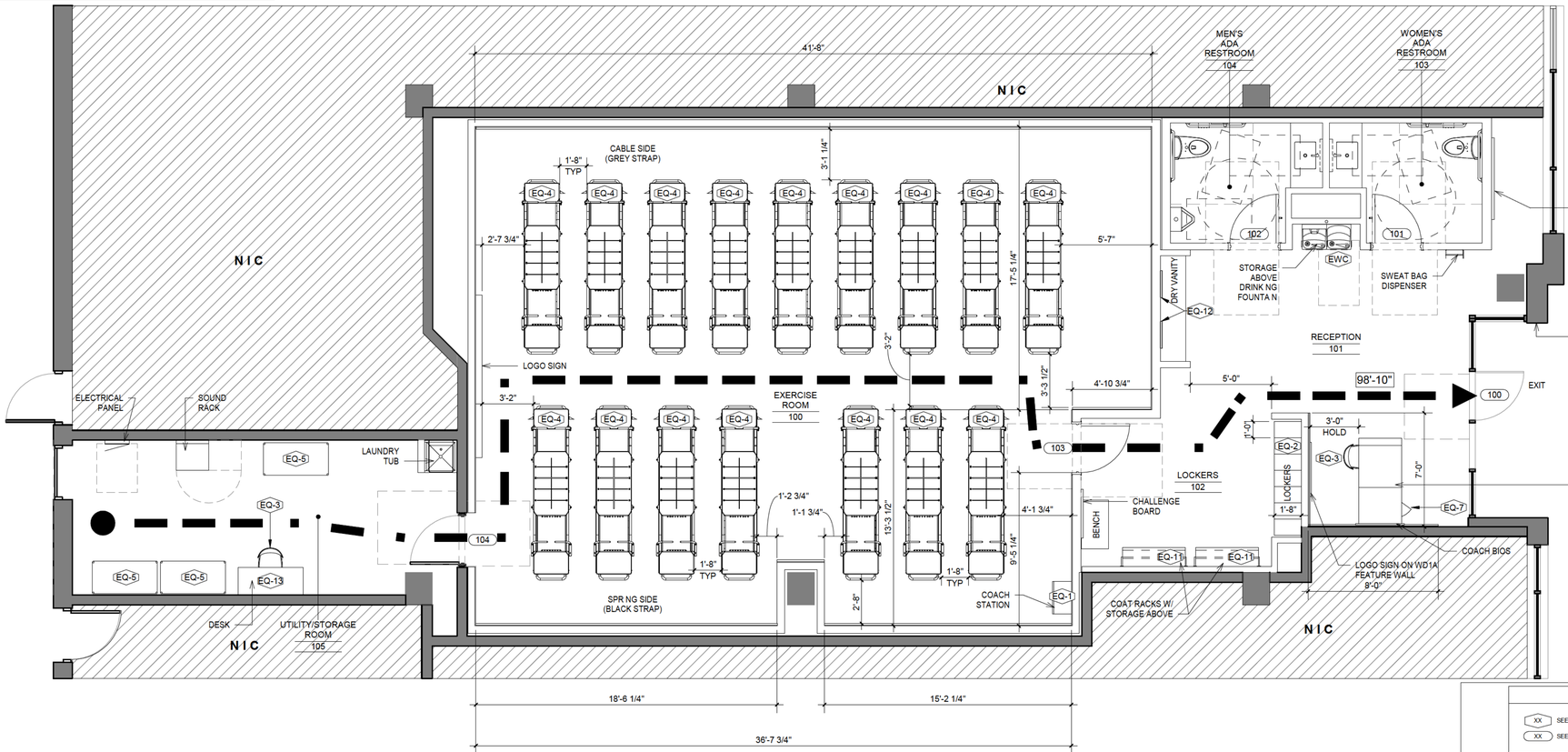
NUMBER	LOCATION	NOMINAL SIZE			MATERIALS	FIN.	FRA.	FRA. TYPE	DOOR			HARDWARE			REMARKS
		W	H	TH					TYPE	PRVD	INST	TYPE	PRVD	INST	
100	ENTRY(EXISTING)	3' - 0"	7' - 8"	0' - 1 3/4"	EX	EX	EX	EX	EX	EX	EX	3	EX	EX	
101	WOMEN S ADA RESTROOM	3' - 0"	7' - 0"	0' - 1 3/4"	SCWD	P3	P3	1	A	GC	GC	1	GC	GC	
102	MEN S ADA RESTROOM	3' - 0"	7' - 0"	0' - 1 3/4"	SCWD	P3	P3	1	A	GC	GC	1	GC	GC	
103	EXERCISE AREA	3' - 0"	7' - 0"	0' - 1 3/4"	SCWD	P3 / P4	P3 / P4	1	A	GC	GC	2	GC	GC	
104	STORAGE/UTILITY	3' - 0"	7' - 0"	0' - 1 3/4"	SCWD	P3 / P4	P3 / P4	1	A	GC	GC	4	GC	GC	

DOOR TYPES

DOOR FRAME TYPES

EQUIPMENT SCHEDULE

TAG	QTY	LOCATION	DESCRIPTION	MANUFACTURER	STYLE / MODEL	SIZE	PRVD BY	INST BY	NOTE
EQ-1	1	EXERCISE AREA	WALL MOUNTED iPAD HOLDER	TFY	B07RGDK9CZ	2.7 IN (MIN.) - 7.48 IN (MAX.)	GC	GC	SEE DETAIL 1/A7-10 FOR MOUNTING DETAILS
EQ-2	1	LOCKERS	4 - TIER LOCKERS + TRIM	D&A STUDIOS	BLACK	EACH TIER: 12" W X 20" D X 72" H	OWNER	GC	SEE VENDOR CONTACT ON SHEET T1-02; EACH LOCKER INCLUDES SQUARESILVER NUMBER DISC WITH BLACK FONT & OJMAR OMBI PRO SILVER LOCK TYPE. KEYS TO BE STORED IN LOCKER # 1.
EQ-3	2	RECEPTION/UTILITY	RECEPTION CHAIR	-	-	-	OWNER	OWNER	GC TO ASSEMBLE / INSTALL
EQ-4	16	EXERCISE AREA	FITNESS MACHINES	-	SWEATLANA	-	OWNER	OWNER	OWNER TO ASSEMBLE / INSTALL. CONFIRM QUANTITY WITH OWNER
EQ-5	3	STORAGE/UTILITY	WIRE SHELVING	ULINE	H-1749-72	48" W X 18" D X 72" H	GC	GC	GC TO ASSEMBLE / INSTALL
EQ-7	1	RECEPTION	BEVERAGE COOLER	EDGESTAR	CBR9025G	15" W X 32" H	GC	GC	SEE DETAIL 4 & 5/A7-20
EQ-8	1	STORAGE/UTILITY	MOP BROOM HOLDER	BRADLEY CORP.	9953	-	GC	GC	INSTALL AT 5'-0" AFF; PROVIDE 2X FRT WOOD BLOCKING AS REQUIRED
EQ-9	1	GENERAL	13" ACRYLIC SWEAT BAG DISPENSER	SPORTS SOLUTIONS	30039-DSP	13"	OWNER	OWNER	SEE SHEET A3-11 & INTERIOR ELEVATIONS FOR MOUNTING HEIGHTS
EQ-11	2	RECEPTION	COAT RACK	D&A STUDIOS	BLACK	48"W X 80"H X 14"D	OWNER	GC	PROVIDE BLOCKING AS REQUIRED
EQ-12	2	LOCKERS	DRY BAR MIRROR	KOHLER	K-26051-BLL	20-1/16"W X 40-1/16" H X 1-3/8" D	GC	GC	PROVIDE BLOCKING AS REQUIRED- SEE INTERIOR ELEVATIONS FOR MOUNTING HEIGHTS
EQ-13	1	STORAGE / UTILITY	DESK	COLESHOME	BLACK	48" D X 20" W X 29" H	OWNER	GC	GC TO ASSEMBLE / INSTALL



SYMBOL LEGEND

XX SEE EQUIPMENT SCHEDULE
XX SEE DOOR SCHEDULE

LEGEND

- EXISTING PARTITIONS & EXTERIOR WALLS
- EXISTING WALL WITH NEW FURRING
- NEW PARTITIONS
- N.I.C.

1 GROUND FLOOR PLAN
SCALE: 1/4" = 1'-0"

MUNICIPAL APPROVAL STAMP

PROJECT TEAM

DXU ARCHITECTS

CLIENT

[solidcore]

PROJECT

[solidcore]
WINNETKA

736 ELM STREET,
WINNETKA, IL 60093

NO.	DATE	ISSUE
	2025-12-02	ISSUED FOR SPECIAL USE PERMIT

PROJECT NUMBER: 25-312
DRAWN BY: SM APPROVED BY: EL

SEAL

LICENSED ARCHITECT
ERIC STYER
001-020288
STATE OF ILLINOIS

SIGNATURE 12-02-2025

ISSUED FOR SPECIAL USE PERMIT

SHEET TITLE & NUMBER

GROUND FLOOR PLAN

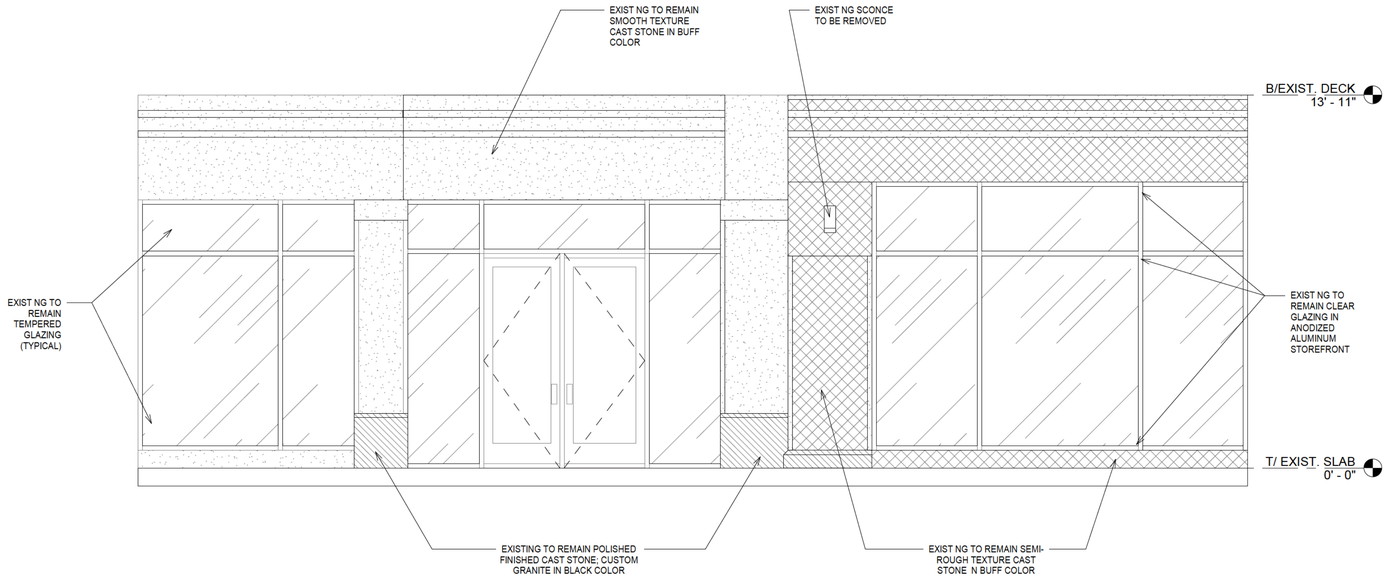
A1-21

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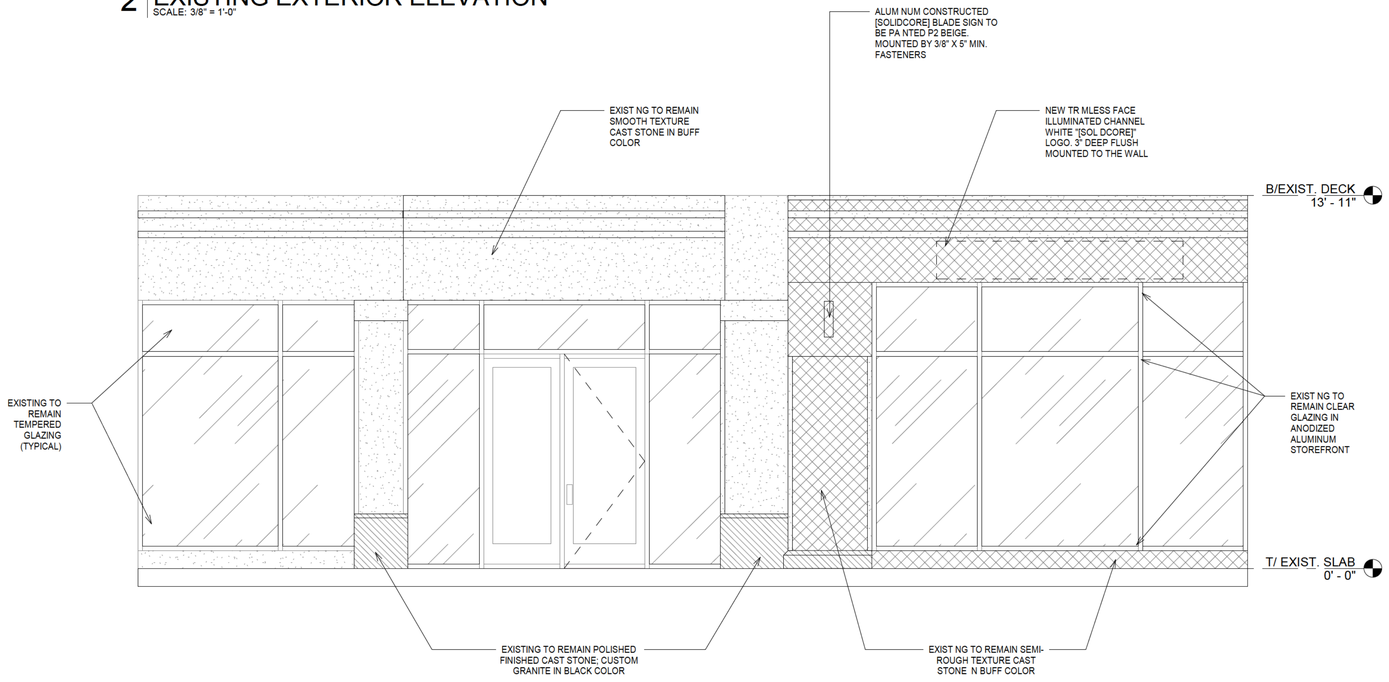
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LEGEND

- EXISTING TO REMAIN SMOOTH TEXTURE CAST STONE IN BUFF COLOR
- EXISTING TO REMAIN SEMI-ROUGH TEXTURE CAST TONE IN BUFF COLOR
- EXISTING TO REMAIN POLISHED FINISHED CAST TONE; CUSTOME GRANITE IN BLACK COLOR
- EXISTING TO REMAIN CLEAR GLAZING IN ANODIZED ALUMINUM STOREFRONT
- EXISTING TO REMAIN TEMPERED GLAZING



2 EXISTING EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



1 PROPOSED EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

NOTE: SCOPE OF WORK IS LIMITED TO PROPOSED SIGNAGE THAT IS UNDER A SEPARATE PERMIT.

MUNICIPAL APPROVAL STAMP

PROJECT TEAM

DXU ARCHITECTS

CLIENT

[solidcore]

PROJECT

[solidcore]
WINNETKA

736 ELM STREET,
WINNETKA, IL 60093

NO.	DATE	ISSUE
	2025-12-02	ISSUED FOR SPECIAL USE PERMIT

PROJECT NUMBER: 25-312

DRAWN BY: SM APPROVED BY: EL

SEAL

LICENSED ARCHITECT
ERIC STYER
001-020288
STATE OF ILLINOIS

SIGNATURE 12-02-2025

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SHEET TITLE & NUMBER

EXTERIOR ELEVATIONS

A4-10

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[solidcore]
Winnetka

Exterior

Elm Street & Lincoln Avenue
Winnetka, IL. 60093

Created 04.05.25

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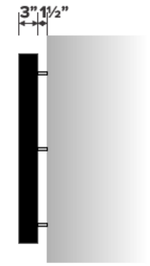
Manufacture & install (1) set of halo illuminated channel letters on wall.
- **Letter Faces** to be 1/8" thick aluminum, painted P1.
- **Returns** to be 3" deep, painted P1.
- **Letter Backs** to be 3/16" thick clear acrylic.
- **Illumination** to be 5000K white LEDs. Power supplies housed remotely.
- **Mounting** to be on 1 1/2" stand-offs.

Note: Client to provide dedicated 120v 20A circuit to within 5ft of sign location.
Note: Front of letters to be opaque.

Finishes & Vinyl

P1 — **Satin Black Paint**

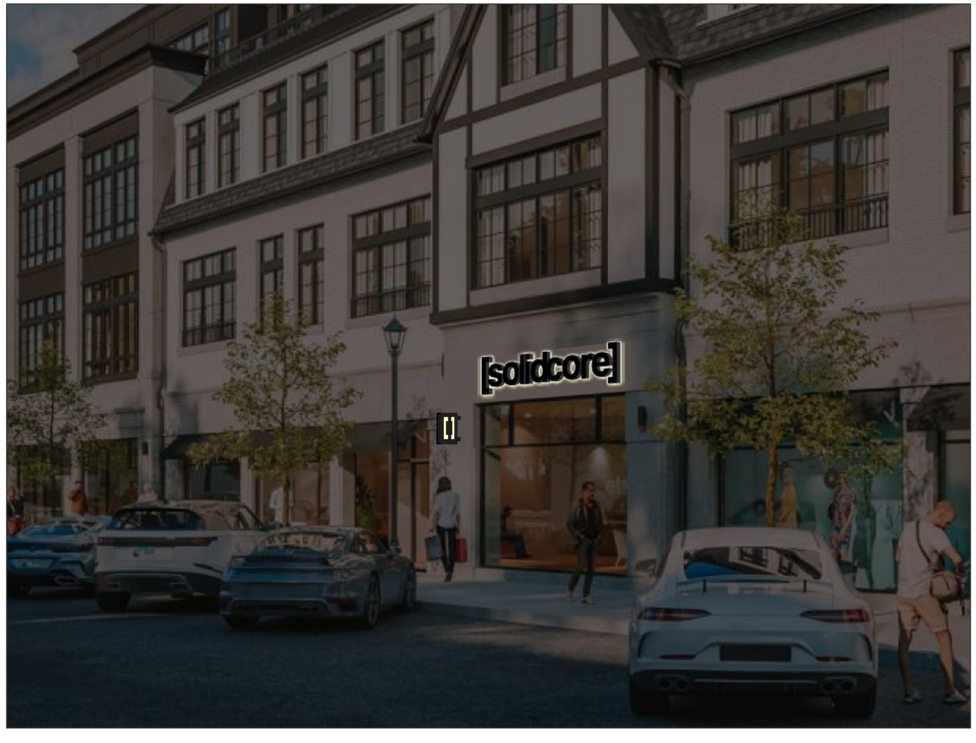
1 **Halo Illuminated Channel Letters on Wall** — **Sq. Ft.:** 28.92
Scale: 1/2" = 1'-0"



S **Side View**
1/2" = 1'-0"



DV **Day View - Proposed**
Scale: N.T.S.



NV **Night View - Proposed**
Scale: N.T.S.

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[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL. 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

Notes

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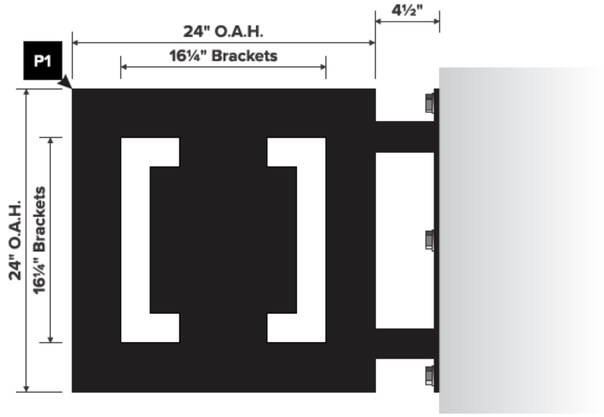
Complies with UL 48

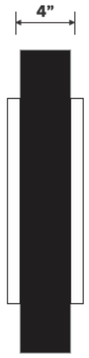
Artwork History

Date	Revision	Revision Detail	Designer
04.05.25	00	Original	JDE

Artwork Location
[solidcore]_Elm Street & Lincoln Avenue. Winnetka, IL. 60093_Exterior_250409_R00
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Page 2





Manufacture & install (1) internally illuminated blade sign on wall.
- **Cabinet** to be all aluminum construction, 4" deep, painted P1.
- **Faces** to be 1/8" thick routed aluminum, painted P2 w/ 1" thick white push-thru acrylic (¾" to extend past face). Acrylic to have opaque white overlay to achieve opaque face & side illumination (see night view).
- **Illumination** to be 5000K white LEDs. Power supplies housed in cabinet.
- **Mounting** to be w/ mounting bracket & 3/8" x 5" min. fasteners.

Note: Client to provide dedicated 120v 20A circuit to within 5ft of sign location.

Note: No access into column - need to use electrical from existing light.

2 Illuminated Blade Sign — QTY (1)
1" = 1'-0" — **SQ. FT.:** 4

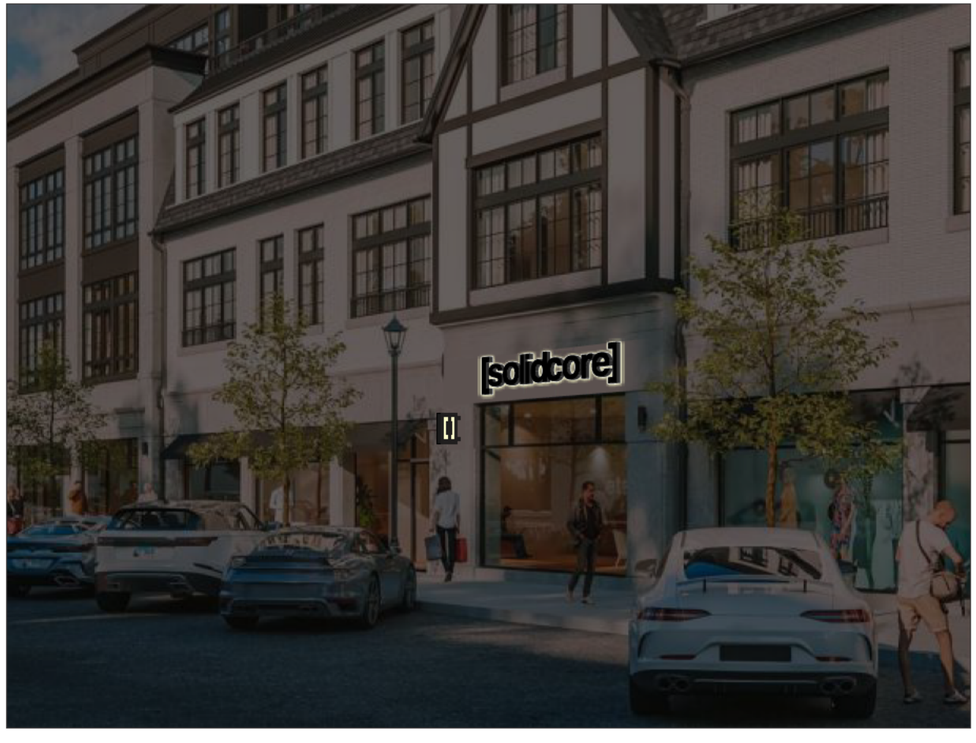
Finishes & Vinyl

P1 — **Satin Black Paint**

S Side View
1" = 1'-0"



DV **Day View - Proposed**
Scale: N.T.S.



NV **Night View - Proposed**
Scale: N.T.S.

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Elm Street & Lincoln Avenue
Winnetka, IL. 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

Notes

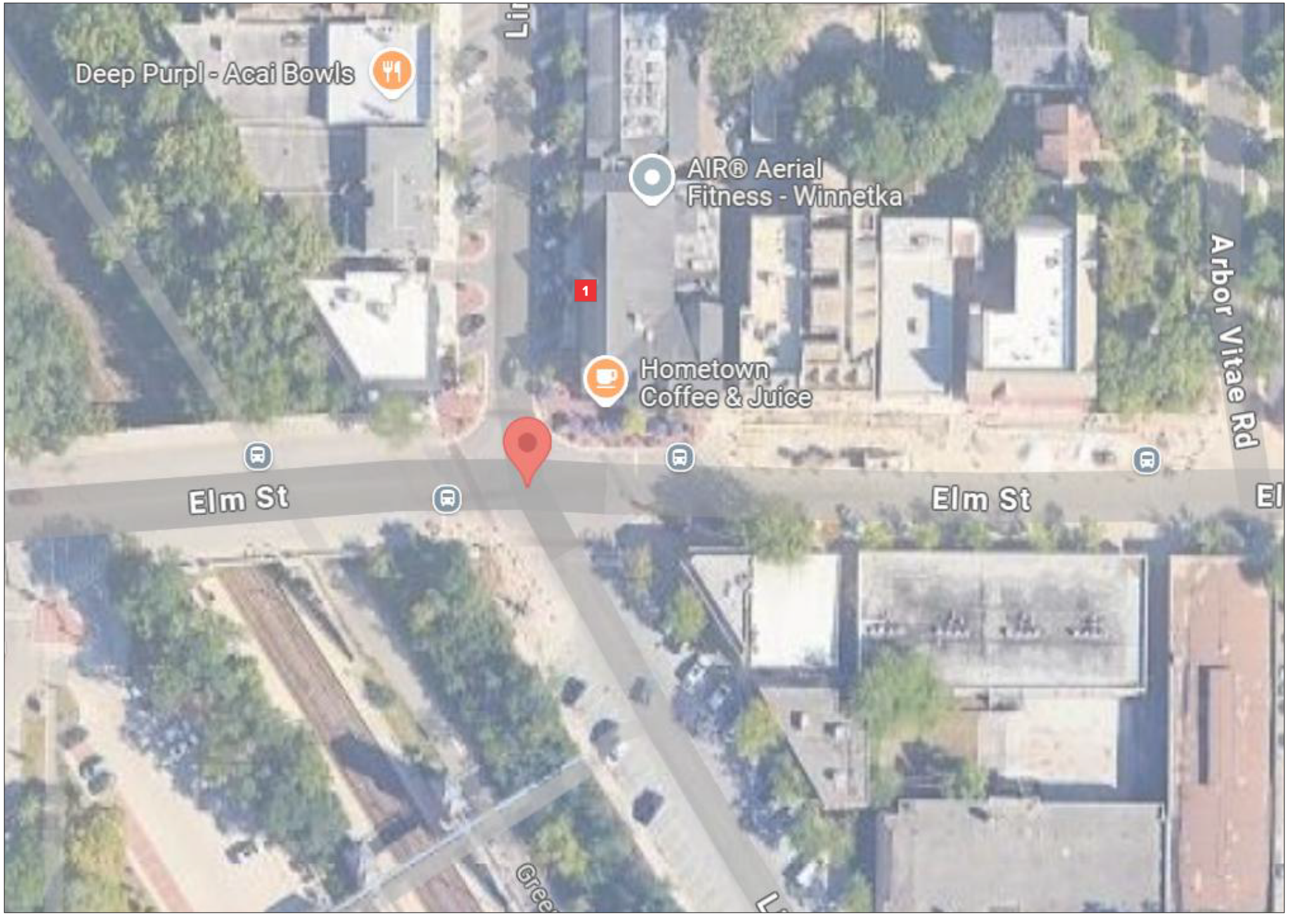
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Artwork History

Date	Revision	Revision Detail	Designer
04.05.25	00	Original	JDE

Artwork Location
[solidcore]_Elm Street & Lincoln Avenue. Winnetka, IL. 60093_Exterior_250409_R00
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Site Overview
N.T.S.

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[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL. 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
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Artwork History

Date	Revision	Revision Detail	Designer
04.05.25	00	Original	JDE

Artwork Location
[solidcore]_Elm Street & Lincoln Avenue. Winnetka, IL. 60093_Exterior_250409_R00
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[solidcore]

Winnetka

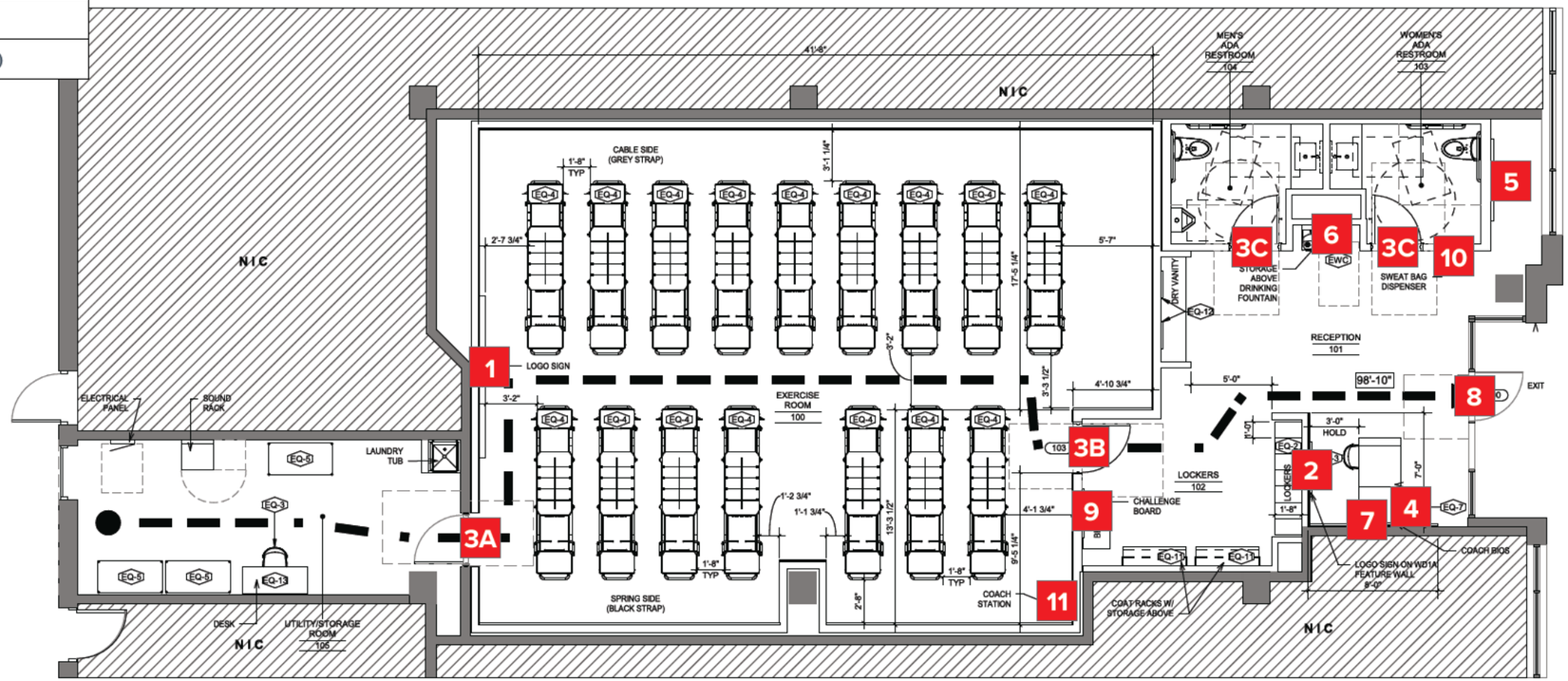
Interior

Elm Street & Lincoln Avenue
Winnetka, IL. 60093

Revision 12.22.25

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1	Studio Sign - Back Wall
2	Reception Area Sign
3	Door Vinyl Graphics
4	Refrigerator Vinyl Graphics
5	Brackets
6	11” X 17” Snap Frames
7	8 1/2” X 11” Snap Frames
8	Front Door Vinyl Graphics
9	Challenge Board
10	Sweat Bag Dispenser
11	AED Sign Panel
12	Floor Vinyl (Not Shown)



Site Overview
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Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

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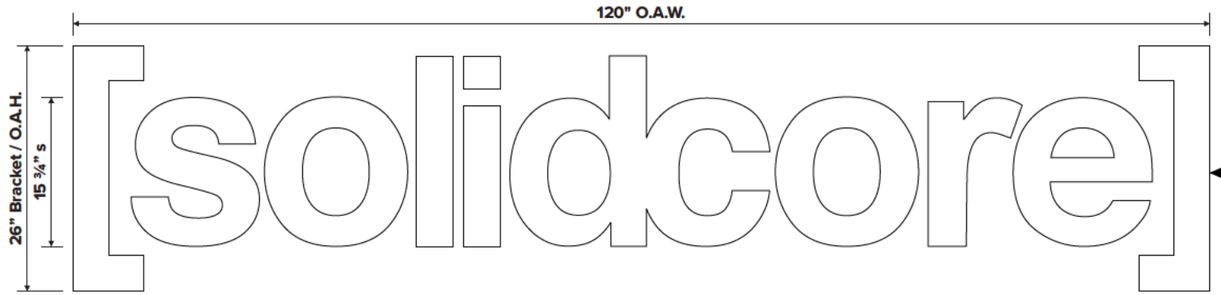
Date	Revision	Revision Detail	Designer
12/19/25	00	Original	JDE
12.22.25	R1	Brackets location revised.	LN

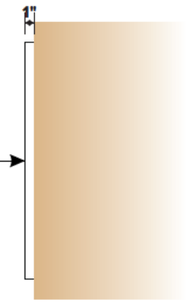
Artwork Location
Solidcore_Winnetka, IL._251477_Interior_R1
O:\Client Files\Solidcore\Winnetka, IL\3-Design\Interior\Art

Page 2

Sign Type S1-ST-10-NI

10ft Wide Non-Illuminated Studio Sign





Manufacture & install (1) non-illuminated FCO acrylic lettersets. Letters to be 1" thick acrylic, painted P1. Letters mounted flush to wall w/ pins & silicone.

Finishes

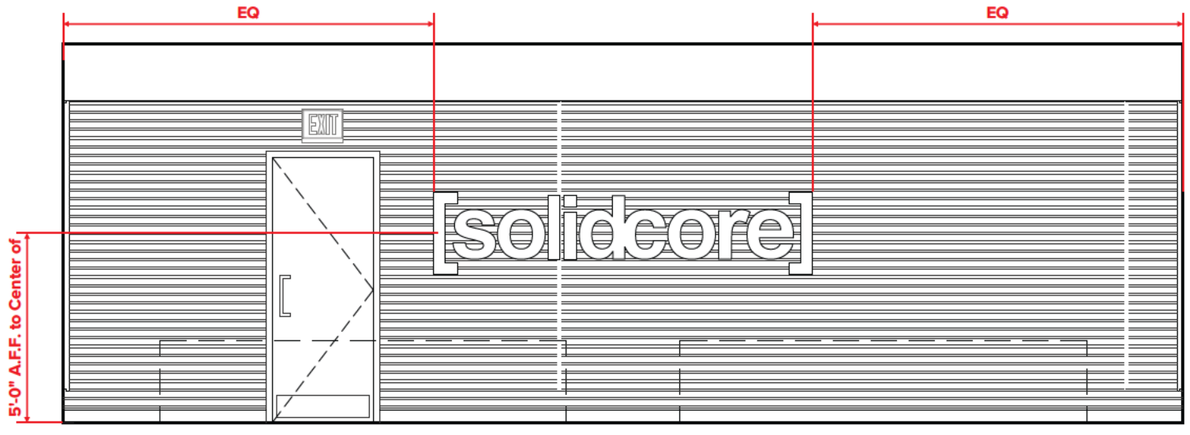
P1 — Satin White Paint

1 **S1-ST-10-NI -** Non-Illuminated FCO Acrylic Studio Sign — **Sq. Ft.:** 21.6

Scale: 3/4" = 1'-0"

S **Side View**

3/4" = 1'-0"



P **Proposed Installation With Door**

Scale: 3/8" = 1'-0"

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[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

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Client Signature

Date

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12.22.25	R1	Brackets location revised.	LN

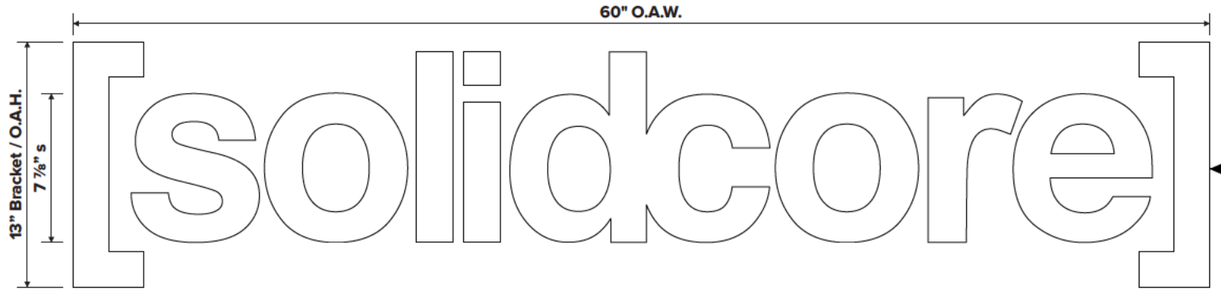
Artwork Location

Solidcore_Winnetka, IL._251477_Interior_R1
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Page 3

Sign Type S2-RE-5-NI

5ft Wide Non-Illuminated Reception Sign



Manufacture & install (1) non-illuminated FCO acrylic lettersets. Letters to be 1" thick acrylic, painted P1. Letters mounted flush to wall w/ pins & silicone.

Finishes

P1 — Satin White Paint

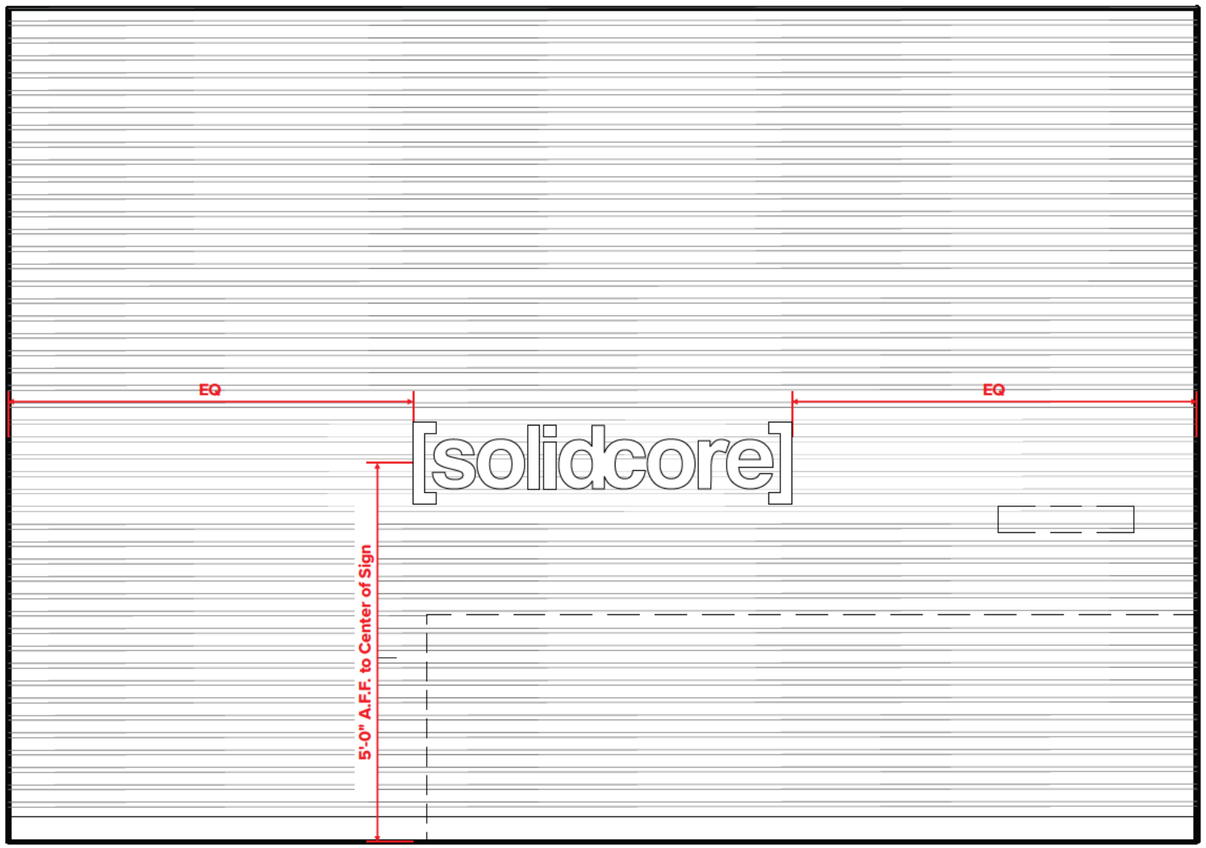
2 **S2-RE-5-NI -** Non-Illuminated FCO Acrylic Reception Area Sign — **Sq. Ft.:** 5.2

Scale: 1½" = 1'-0"



S **Side View**

1½" = 1'-0"



P **Proposed Installation**

Scale: 1/2" = 1'-0"

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Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

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Artwork History

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Artwork Location

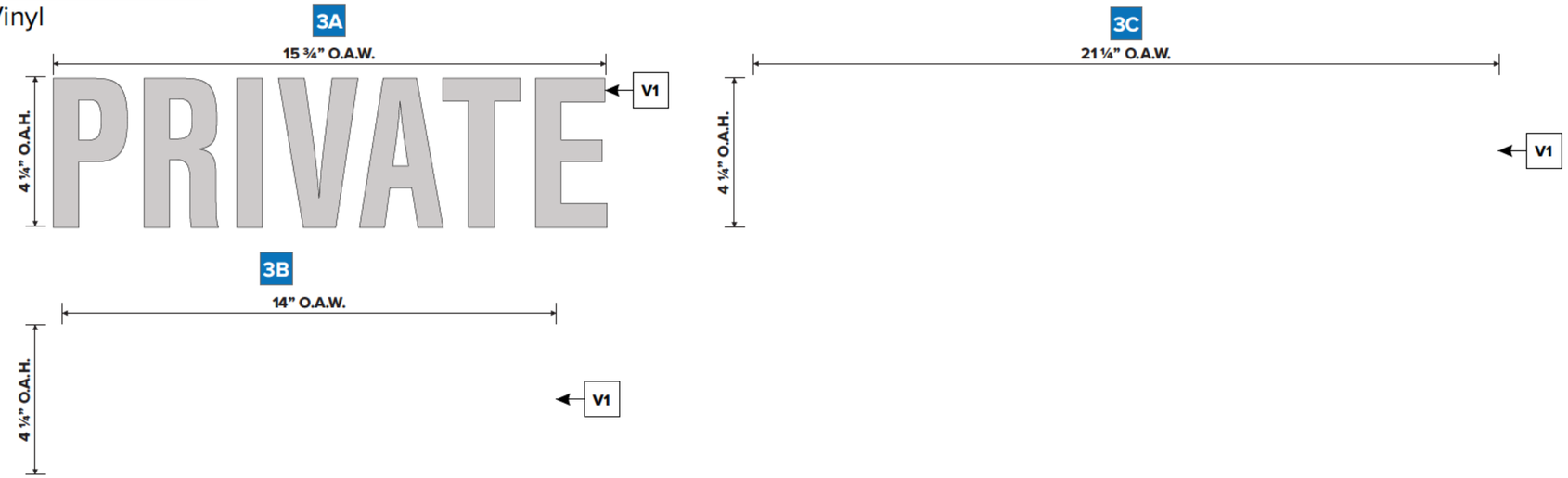
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Page 4

Sign Type S3-DR-VN-W

White Door Vinyl

Font: Nimbus Sans Condensed Bold



Manufacture & install white door vinyl as shown.

Finishes

V1 — 3M 7125-10 White Opaque Vinyl

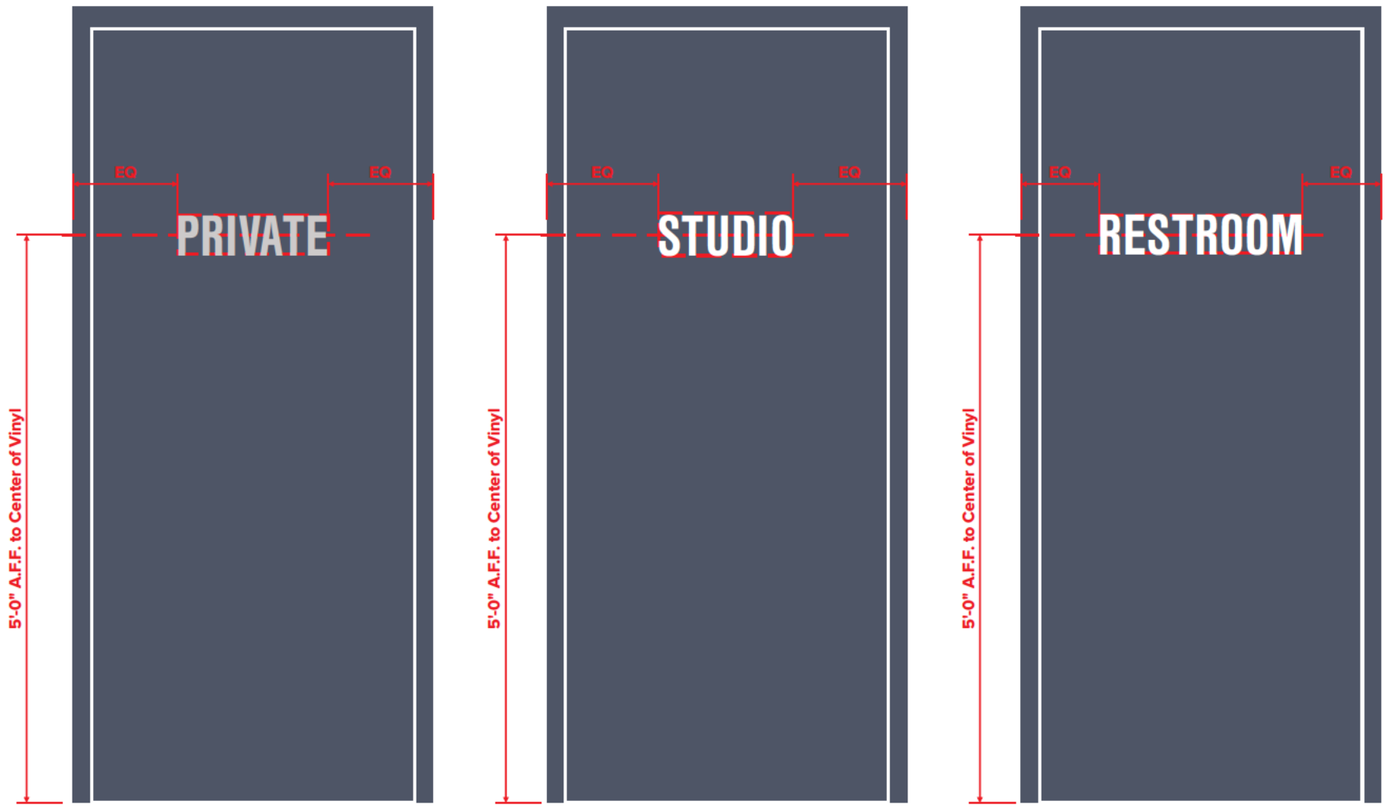
Finishes

V1 — Oracal 651-071 Grey Opaque Vinyl

3 **S3-DR-VN-W** - White Vinyl Graphics on Door
Scale: 3" = 1'-0"

3A QTY (1), **3B QTY** (1), **3C QTY** (2)

VERIFY DOOR COLOR PRIOR TO SELECTING VINYL COLOR



P **Proposed Installation**
3/4" = 1'-0"

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Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
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☐ Rejected

Client Signature

Date

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Artwork History

Date	Revision	Revision Detail	Designer
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12.22.25	R1	Brackets location revised.	LN

Artwork Location
Solidcore_Winnetka, IL._251477_Interior_R1
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Page 5

Sign Type S4-RF-VN-W

White Refrigerator Door Vinyl

Font: Switzer SemiBold



Manufacture & install V1 vinyl on refrigerator door as shown.

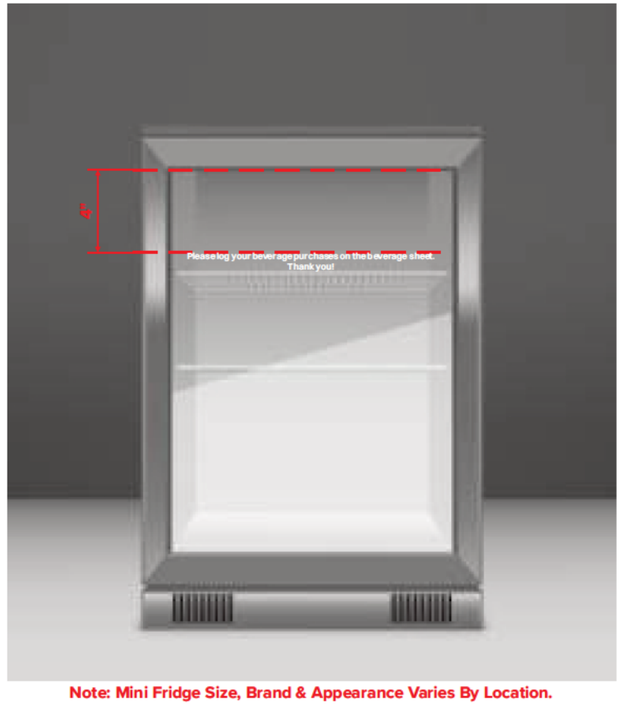
Finishes

V1 — 3M 7125-10 White Opaque Vinyl

4 **S4-RF-VN-W** - White Vinyl Graphics on Mini Fridge — QTY (1)

Scale: 1:1

Note: Vinyl Placement to be 4" Down from Top of Glass.



Note: Mini Fridge Size, Brand & Appearance Varies By Location.

P **Proposed Installation**

N.T.S.

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[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

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☐ Rejected

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Date

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Complies with UL 48

Artwork History

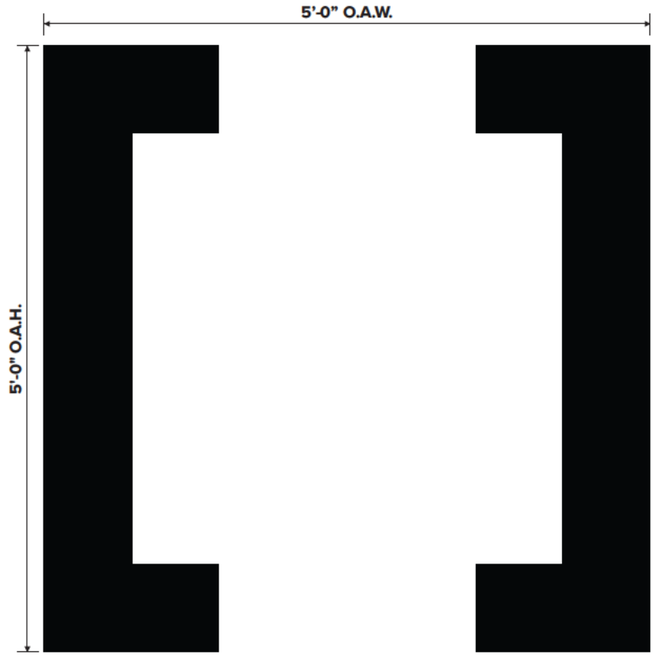
Date	Revision	Revision Detail	Designer
12/19/25	00	Original	JDE
12.22.25	R1	Brackets location revised.	LN

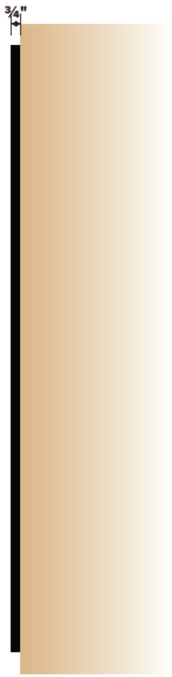
Artwork Location

Solidcore_Winnetka, IL._251477_Interior_R1
O:\Client Files\Solidcore\Winnetka, IL\3-Design\Interior\Art

Sign Type S5-BR-5-NI-B

5ft Non-Illuminated Black Brackets

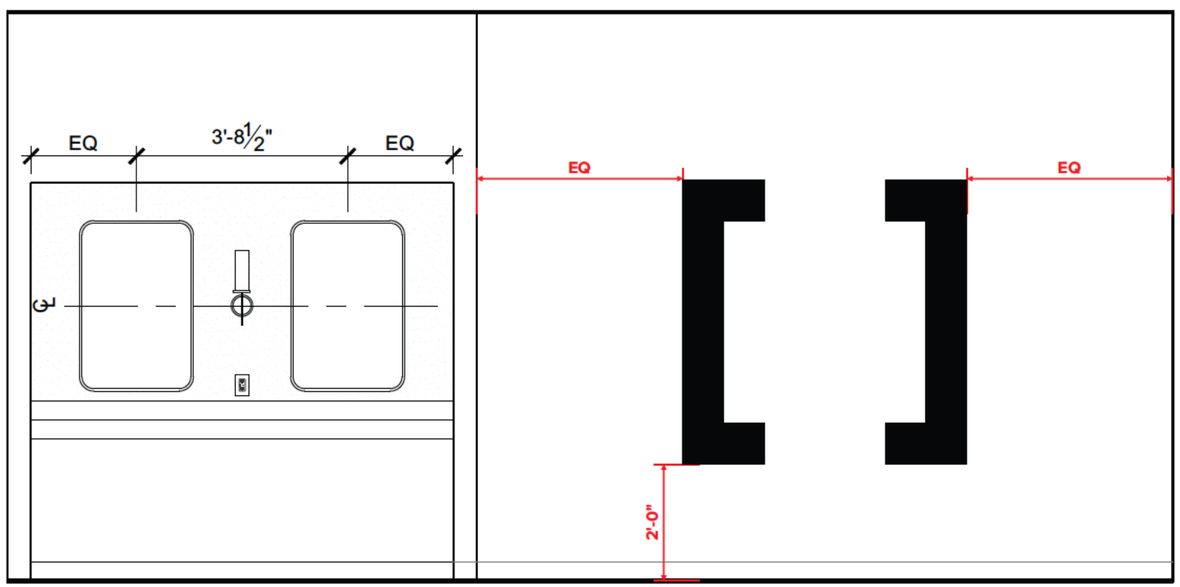




Manufacture & install (1) non-illuminated FCO acrylic brackets. Brackets to be 3/4" thick black acrylic. Brackets mounted flush to wall w/ pins & silicone.

5 **S5-BR-5-N-B** - Non-Illuminated FCO Acrylic Brackets **Sq. Ft.:** 25
Scale: ¾" = 1'-0"

S **Side View**
¾" = 1'-0"



P **Proposed Installation**
⅜" = 1'-0"

SOUTHEAST SIGN CO.
ELECTRICAL SIGN AND LIGHTING SPECIALISTS
5375 Hiatus Rd. • Sunrise, FL 33351
754-332-2263

[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

Notes

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LISTED MET c US Complies with UL 48

Artwork History

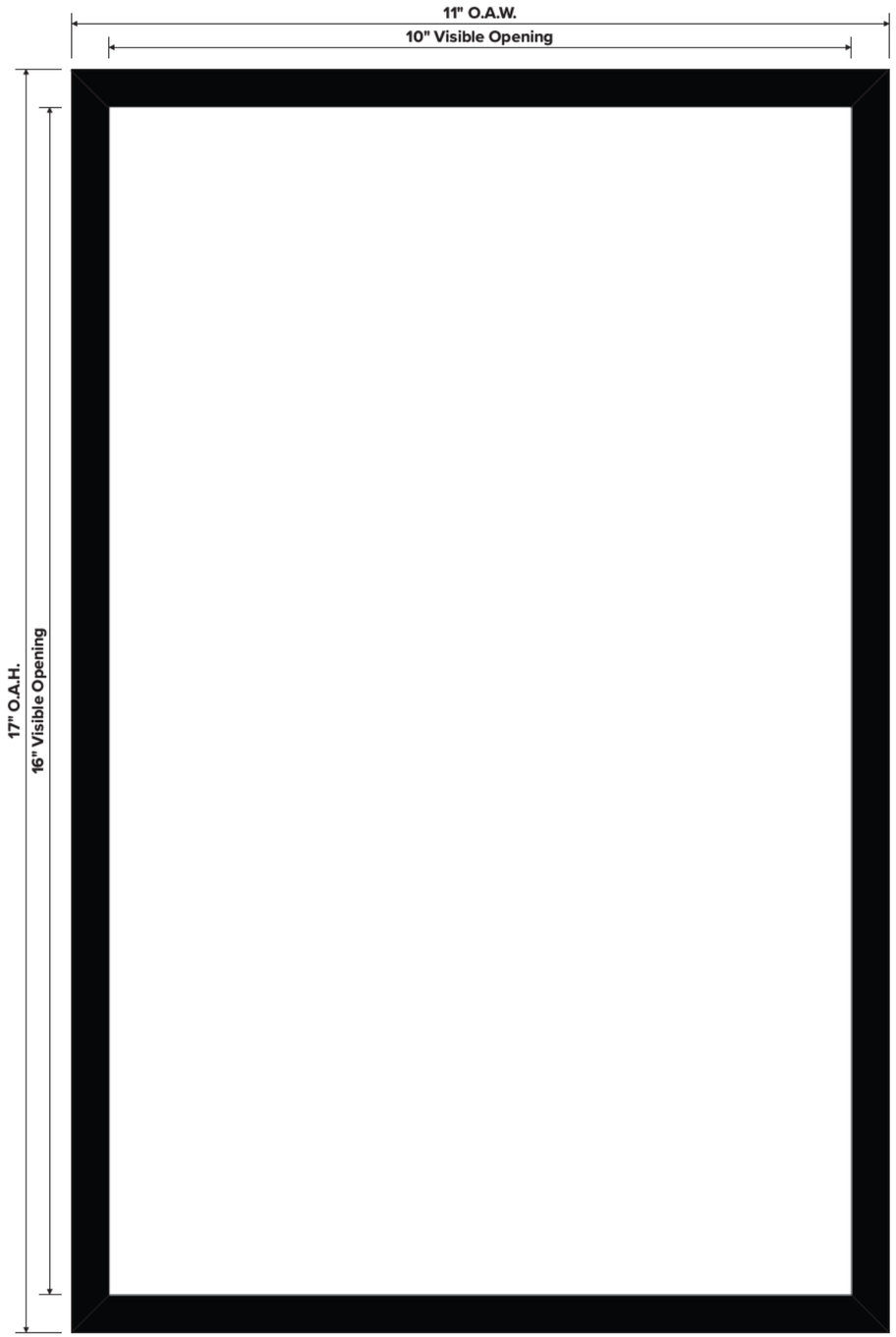
Date	Revision	Revision Detail	Designer
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12.22.25	R1	Brackets location revised.	LN

Artwork Location
Solidcore_Winnetka, IL._251477_Interior_R1
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Sign Type S6-FR1-B

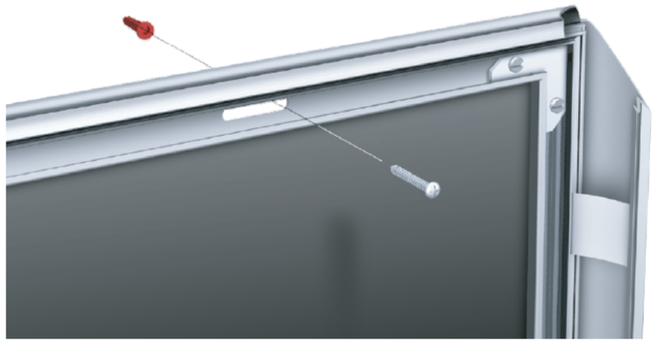
Single Black Snap Frame Above Fountain



Pre-fabricated Black 11" x 17" snap frame, installed 10" above fountain w/ drywall anchors & screws.

6 **S6-FR1-B -** Single Black Snap Frames, 11" x 17" **Sq. Ft.:** 1.3

Scale: 1" = 1'-0"



MV **Mounting View**

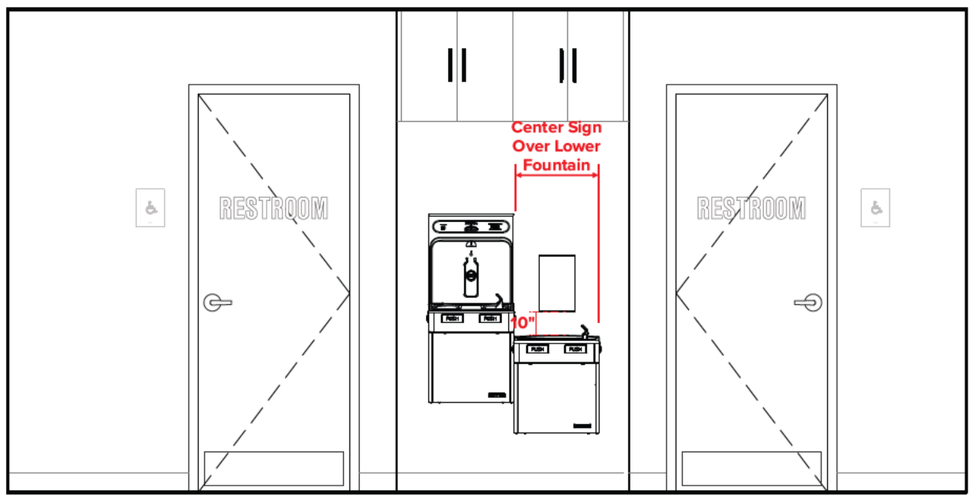
Scale: N.T.S.



SV **Section View - Frame**

Scale: N.T.S.

Note: Frame Placement to be 10" Above Fountain



TI **Typical Installation**

Scale: N.T.S.

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754-332-2263

[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

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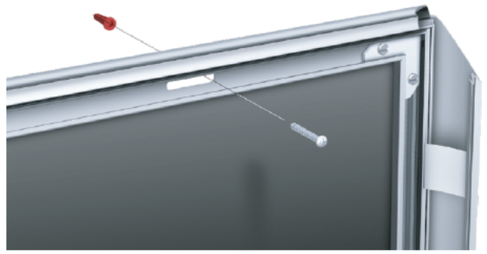
Artwork History

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Artwork Location
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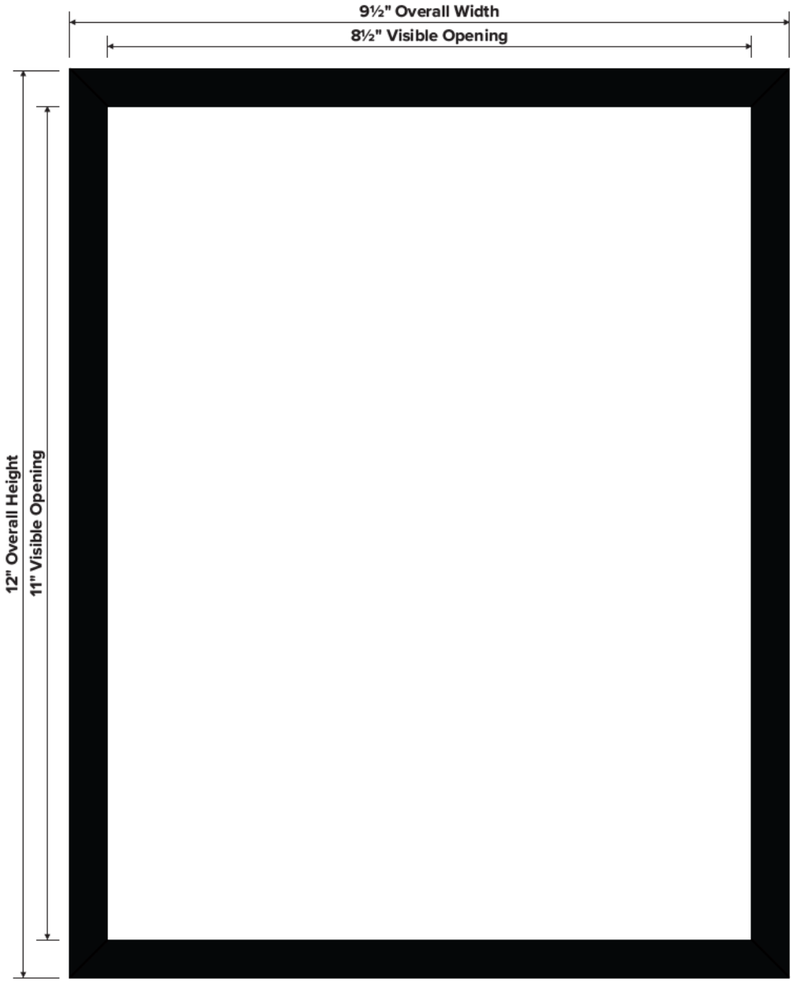
Sign Type S7-FRS-B
Set of Black Snap Frames



MV Mounting View
N.T.S.

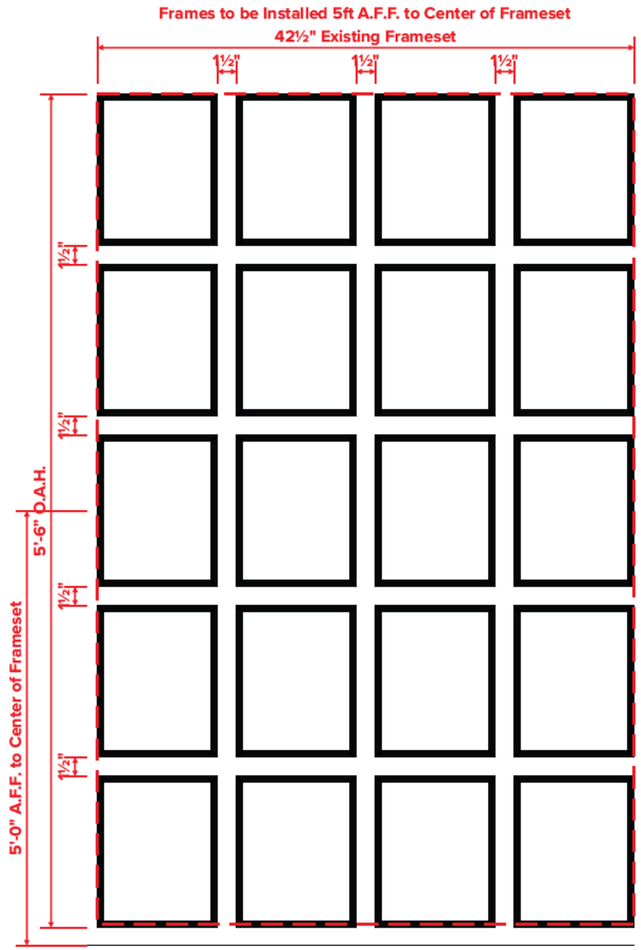


SV Frame Section View
N.T.S.



(20) Pre-Fabricated Black Frames, installed 5ft A.F.F. to Center of Frames

7 **S7-FRS-B** - Black Snap Frames — QTY (20)
1:2 — **SQ. FT.:** .08 Ea.



TI Typical Installation - (20) Frame Installation
1" = 1'-0"

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Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

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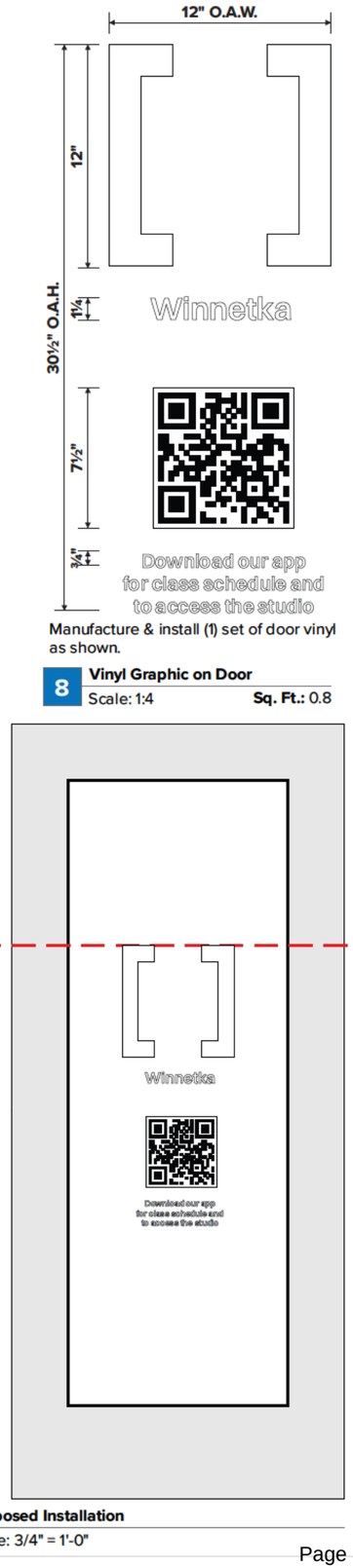
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Artwork Location
Solidcore_Winnetka, IL._251477_Interior_R1
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Sign Type S8-FDR-VN-W

White Front Door Vinyl



Manufacture & install (1) set of door vinyl as shown.

8 **Vinyl Graphic on Door**
Scale: 1:4 **Sq. Ft.:** 0.8

P **Proposed Installation**
Scale: 3/4" = 1'-0"

Font: Switzer SemiBold

V1 – **3M 7125-10 White Opaque Vinyl**

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[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

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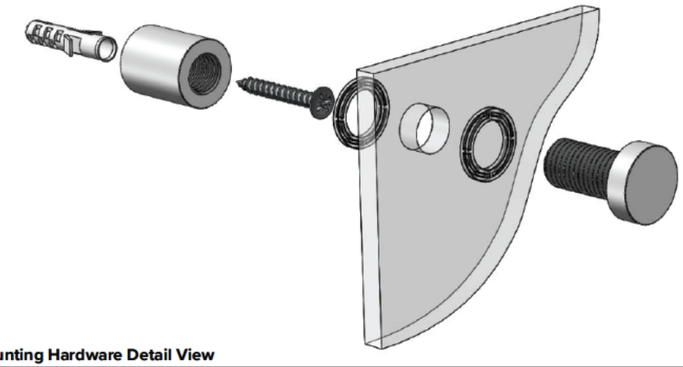
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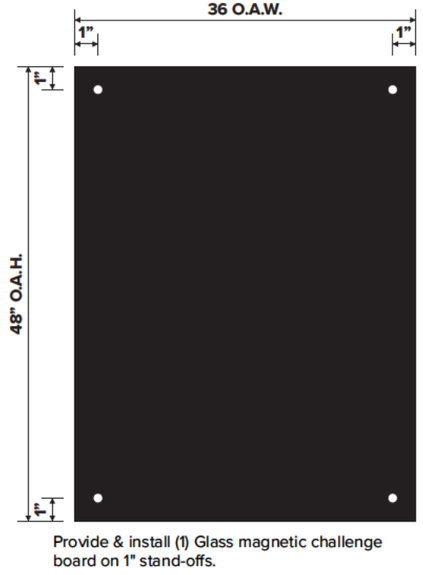
Artwork Location
Solidcore_Winnetka, IL._251477_Interior_R1
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Sign Type S9-CB-GL-B
Black Glass Challenge Board

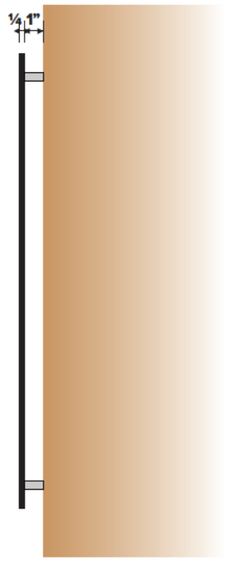


MV **Mounting Hardware Detail View**
Scale: N.T.S.

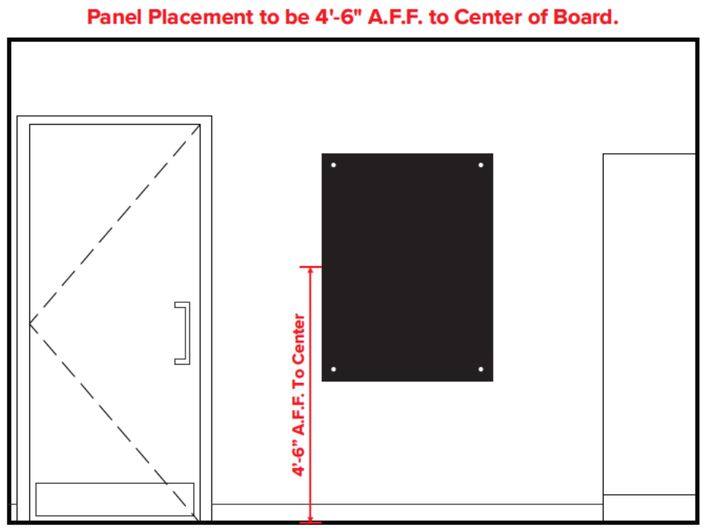


Provide & install (1) Glass magnetic challenge board on 1" stand-offs.

9 **S9-CB-GL-B** - Glass Magnetic Board **Sq. Ft.:** .08
Scale: 3/4" = 1'-0"



S **Side View**
Scale: 3/4" = 1'-0"



TI **Typical Installation**
Scale: N.T.S.

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5375 Hiatus Rd. • Sunrise, FL 33351
754-332-2263

[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

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Sign Type S11-SBD-CL

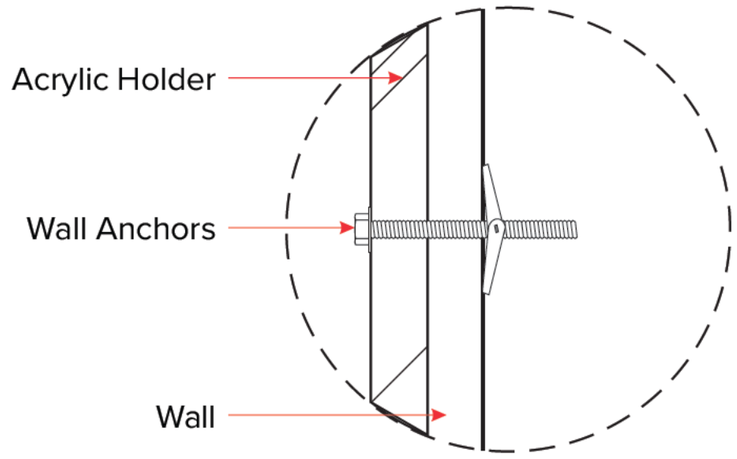
Clear Acrylic Sweat Bag Dispenser



Provide & install (1) sweat bag dispenser on wall.

10 **S11-SBD-CL -** Clear Acrylic Sweat Bag Dispenser **Sq. Ft.:** .08

Scale: 1" = 1'-0"



ID **Installation Detail**

Scale: N.T.S.

Note: Dispenser to be install 5'-0" above finished floor.

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[solidcore]
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Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

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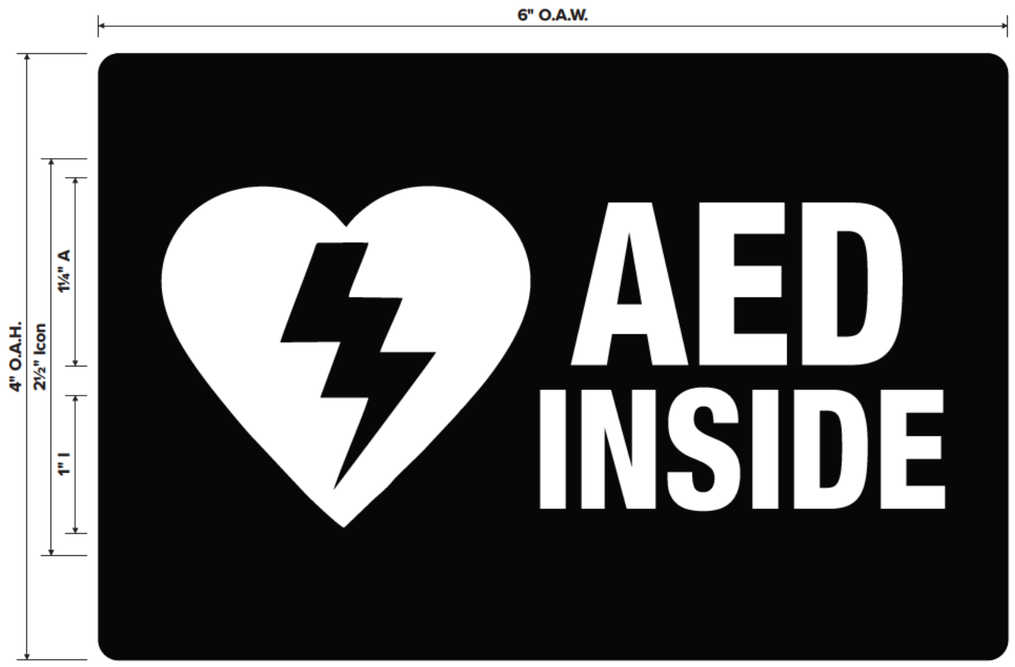
Artwork History

Date	Revision	Revision Detail	Designer
12/19/25	00	Original	JDE
12.22.25	R1	Brackets location revised.	LN

Artwork Location
Solidcore_Winnetka, IL._251477_Interior_R1
O:\Client Files\Solidcore\Winnetka, IL\3-Design\Interior\Art

Sign Type S12-AED-PNL

Black Aluminum Panel w/ Vinyl Graphics



Manufacture & provide .040" thick black aluminum panels w/ V1 vinyl applied first surface.

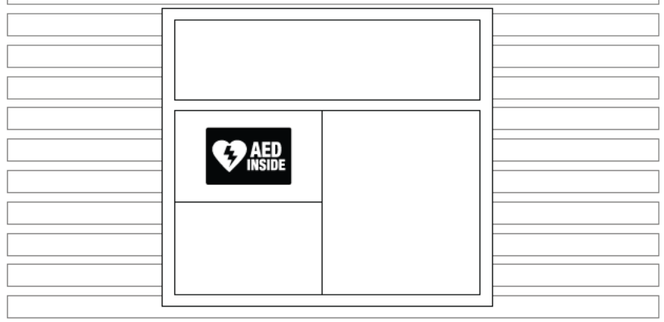
Finishes

V1 — 3M 7125-10 White Opaque Vinyl

11 **S12-AED-PNL** - AED Panel — **Sq. Ft.:** .17

Scale: 1:1

Note: Install on upper left hand drawer of coaches stand.



TYPICAL INSTALL LOCATION @ COACHES STAND

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5375 Hiatus Rd. • Sunrise, FL 33351
754-332-2263

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

- ☐ Approved
- ☐ Approved as Noted
- ☐ Rejected

Client Signature

Date

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Artwork Location

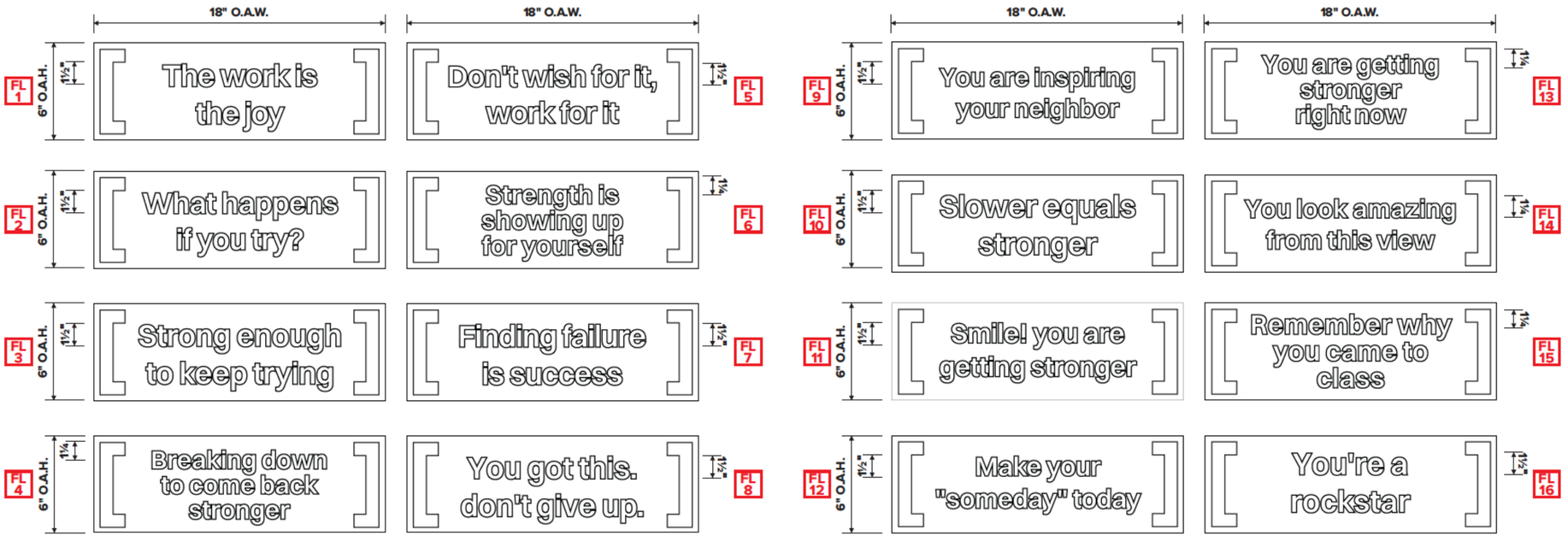
Solidcore_Winnetka, IL._251477_Interior_R1
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Sign Type S14-FLR-VNL

Clear Vinyl w/ White Printed Graphics

Font: Switzer SemiBold



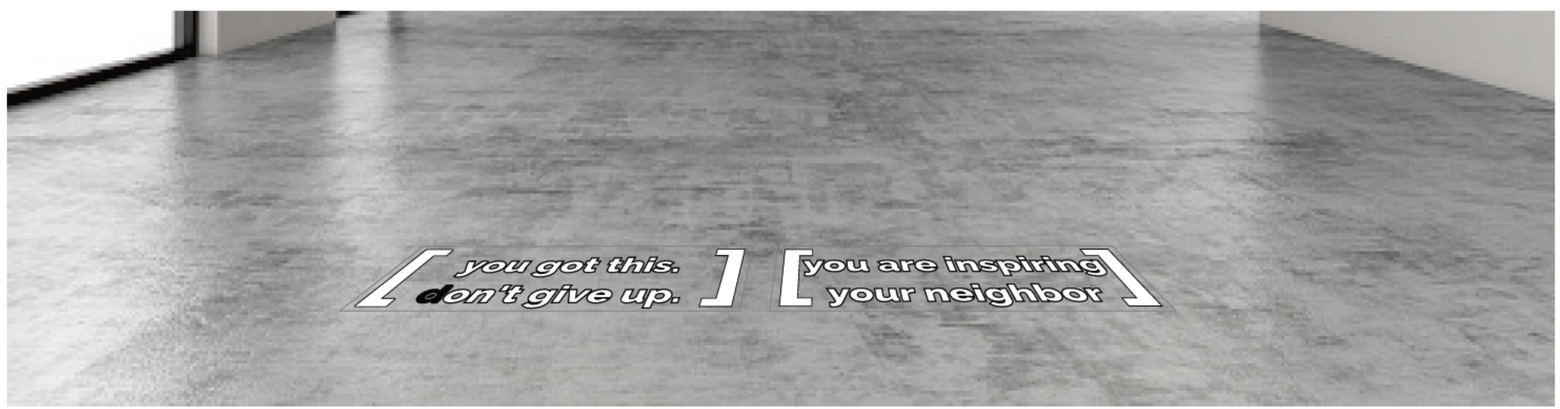
Provide clear vinyl w/ white digital print floor graphics. Client to select messaging for each location.

V1 — **Clear Vinyl w/ White Digital Print**

12 **Clear Vinyl w/ White Digital Print Floor Vinyl Graphics - Switzer Semibold Font**
1 1/2" = 1'-0"

QTY (1) Ea.
SQ. FT.: 0.75 Ea.

Note: THIS SIGN TYPE IS TO BE PROVIDED TO SITE FOR INSTALLATION BY SOLIDCORE OPS TEAM.



P **Photo Example - Showing Clear Vinyl w/ White Digital Print**
Scale: N.T.S.

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754-332-2263

[solidcore]
Winnetka
Elm Street & Lincoln Avenue
Winnetka, IL 60093

Sales Associate: Nick Santoriello
Project Manager: Matt Boone
Designer: J.D. Easton

Permitting Info & Calculations

	Allowed Sq. Ft.
	Proposed Sq. Ft.

Client Approval

☐ Approved
☐ Approved as Noted
☐ Rejected

Client Signature

Date

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Artwork Location
Solidcore_Winnetka, IL._251477_Interior_R1
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Example photos of storefront and lobby visibility





Example photos of storefront and lobby visibility



Example photos of storefront and lobby visibility





Retail Fridge



Proposed sweatbag holder

Solidcore installed example



Manufacturer Example

Sign Type S11-SBD-CL

Clear Acrylic Sweat Bag Dispenser



Provide & install (1) sweat bag dispenser on wall.

10 **S11-SBD-CL** - Clear Acrylic Sweat Bag Dispenser **Sq. Ft.:** .08
Scale: 1" = 1'-0"

Example Class Schedule

Mon November 24, 2025	Signed in 240 (81.63%)	Classes (Click for details)	Teacher (Check box to edit)	Assistant	Location
5:30 - 6:20 am	Sign In (19/21)(1)	Signature50: Full Body	[redacted]		IL, Lincoln Park
6:00 - 9:00 am	Sign In (0/0)	Internal Core Crew Shift			IL, Lincoln Park
6:30 - 7:20 am	Sign In (19/21)	Signature50: Full Body			IL, Lincoln Park
7:30 - 8:20 am	Sign In (19/21)(8) *	Signature50: Full Body			IL, Lincoln Park
8:30 - 9:20 am	Sign In (12/21)	Signature50: Full Body			IL, Lincoln Park
9:30 - 10:20 am	Sign In (13/21)	Signature50: Full Body			IL, Lincoln Park
10:30 - 11:20 am	Sign In (17/21)	Signature50: Full Body			IL, Lincoln Park
11:30 - 12:20 pm	Sign In (20/21)(1)	Signature50: Full Body			IL, Lincoln Park
12:30 - 1:20 pm	Sign In (15/21)	Signature50: Full Body			IL, Lincoln Park
3:30 - 4:20 pm	Sign In (20/21)	Signature50: Full Body			IL, Lincoln Park
4:00 - 8:45 pm	Sign In (0/0)	Internal Core Crew Shift			IL, Lincoln Park
4:30 - 5:20 pm	Sign In (21/21)(1) *	Signature50: Full Body			IL, Lincoln Park
5:30 - 6:20 pm	Sign In (21/21)(4)	Signature50: Full Body			IL, Lincoln Park
6:30 - 7:20 pm	Sign In (21/21)(3)	Signature50: Full Body			IL, Lincoln Park
7:30 - 8:20 pm	Sign In (19/21)(3)	Signature50: Full Body			IL, Lincoln Park
8:30 - 9:20 pm	Sign In (4/21)	Starter50: Intro to [solidcore]			IL, Lincoln Park

WINNETKA PLAN COMMISSION MEETING MINUTES EXCERPT
JANUARY 28, 2026

Members Present:	Layla Danley, Chairperson Jonathan Alt Christopher Blum Matthew Bradley Mamie Case Chris Enck King Poor Kate Van Vlack
Members Absent:	Cyrus Subawalla
Non-Voting Members Present:	Bridget Orsic
Village Staff:	Scott Mangum, Community Development Director Ann Klaassen, Assistant Director of Community Development Christopher Marx, Associate Planner
Village Attorney:	Peter Friedman Courtney Trefil

***

a. **Case No. 26-02-SU: 736 Elm Street - Solidcore: An application seeking approval of a Special Use Permit submitted by Solidcore, as the prospective lessee of the commercial space located at 736 Elm Street to allow a personal fitness facility in the C-2 General Retail Commercial Overlay District. The property is currently owned by MDG Winnetka One, LP. The Village Council has final jurisdiction on this request.**

Mr. Marx summarized the special use permit requested and identified the property's location in the One Winnetka development and zoning classification with the proposed space to be occupied in the Commercial Overlay District. He then identified the Overlay District boundaries as well as the proposed use in an illustration for the Commission. Mr. Marx summarized the business operations, number of employees and hours of operation which would be appointment-only classes. He also summarized the proposed parking plan and use occupancy in detail. Mr. Marx summarized the One Winnetka final planned development approval, the partial approval of special use findings for medical and financial service uses and noted cultural recreational and entertainment uses, which includes personal fitness facilities, did not receive partial approval in the One Winnetka planned development with all 12 special use standard being applicable that are provided on pages 101 and 102 of the agenda packet.

Mr. Marx stated following the applicant's presentation, public comment and Commission discussion, the Commission may decide to either continue the application to a date certain to allow time to address any questions or comments or consider a motion recommending approval or denial of the special use permit with draft language included on pages 101-102. He then asked if there were any questions.

Chairperson Danley referred to the Commission's prior discussion regarding the allowance for special use

DRAFT

permits and asked what information is there available on other building tenants other than the Ballyhoo restaurant. Mr. Mangum referred to the Charles Schwab and the Winnetka Aesthetic Studio approved special uses as well as the Arkadia restaurant which would be a permitted use in the development. He noted there is one additional special use application which was submitted for a medical-related use as well as another restaurant concept which would be a permitted use. Chairperson Danley asked if there were any questions.

Ms. Van Vlack asked if any of the remaining space available would be a restaurant or special use. Mr. Mangum confirmed all of the spaces have been leased. He stated they do not have all of the information available yet for the upcoming special use request. Ms. Klaassen confirmed there are limits for medical and financial special uses. Ms. Van Vlack asked how many potential retail spaces remain on Elm Street. Mr. Mangum stated there are no retail spaces remaining. No additional questions were raised at this time.

Chairperson Danley asked for the applicant's presentation. She swore in those speaking to this matter. Melanie Nifong, Solidcore Senior Director of Operations and Sean Jackson of DxU Architects introduced themselves to the Commission. Chairperson Danley referred to the proposed hours of operation and the applicant's other locations around the country. She asked if there has been discussion whether the proposed schedule would generate the same amount of people as in their other locations. Ms. Nifong stated other suburban locations have a fully robust schedule which she described for the Commission. She noted their closest location to the Village is in Buffalo Grove which has over 600 members. Ms. Nifong also described the demographic. Mr. Bradley stated he is concerned with regard to the evening hours and whether the space would compete with other uses such as a restaurant. Mr. Jackson identified the existing parking on Lincoln and Elm as well as the dedicated spaces in the One Winnetka development. He noted their patrons would not all drive to the location which include those using the train. Mr. Jackson also stated a parking analysis was previously done for the entire One Winnetka development. Mr. Bradley also questioned the noise component. Mr. Jackson responded it would be in the 40-50 decibel range, and they have a consultant which provided recommendations for their locations which include the fact that residents are located above the location. Ms. Nifong estimated 50% of their locations are in mixed use buildings.

Chairperson Danley asked the applicant if they considered any other properties. Mr. Jackson responded the applicant's real estate team reviewed other properties in the area. Ms. Nifong stated they had to close their Vernon Hills location during Covid. Chairperson Danley asked if there were any questions.

Ms. Van Vlack questioned the in-person staff makeup which Ms. Nifong described for the Commission. Mr. Jackson confirmed there would be times no music is being played during in the 10 minute gap between classes and stated they were advised by an acoustical engineer in terms of sound. Ms. Nifong described the coaching staff and noted the door would be locked. Mr. Blum stated he is concerned with regard to double counting parking spaces in terms of overlap. Ms. Nifong added no shower amenities would be provided.

Mr. Poor stated while he appreciated the acoustical mitigation efforts, he referred to the residential units above and asked if they would be able to hear music. Mr. Jackson explained the way in which the space would be defined. He informed the Commission the acoustical report can be provided to the Commission. Ms. Nifong noted sound testing is done prior to opening their locations. Ms. Van Vlack asked what would be done to keep with the building's aesthetic in terms of signage. Mr. Marx explained that the applicant was asked to provide a general context for the proposed signage for consideration by the DRB and referred to the elevation renderings. He also noted backlit lighting was originally proposed for the sign but it was

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changed to external illumination. No additional questions were raised at this time.

Chairperson Danley stated there is no one in the audience to comment and called the matter in for discussion.

Ms. Case stated this is not the right venue for this use and referred to the amount of issues relating to parking. She stated the Commission was under the impression that the developer would seek retail or restaurant uses as opposed to another special use. Ms. Case identified several special use businesses in the area and stated given the parking use by the applicant, parking would be full constantly. She concluded this space would not be a good fit for this use. Mr. Blum agreed with Ms. Case's comments and stated if the Overlay District is worth having, the requirements should be enforced. He stated there should be some semblance of retail in the front and he would not be in favor of the request.

Mr. Poor stated he appreciated the applicant's presentation and agreed with the comments made. He stated he would not be in favor of the request. Trustee Orsic stated while there is a demographic which would like the use, she suggested the applicant look for another location. She questioned why the developer did not come to the meeting to further explain the request. Mr. Alt stated while they want the business in the community and there is a demand for it, he referred to the One Winnetka project being an idea for a decade and there has not been a demand for a retailer in this space. He questioned whether this business would be a more modern use for the space and stated this type of business would be attractive to the area and would draw a diverse demographic. The Commission Members discussed similar cases which were denied and the Commission Members summarized their positions.

Mr. Enck stated his initial concern related to parking and referred to other special uses which generate foot traffic for other businesses. He commented it would be nice if the use was in an area which supported other businesses. Mr. Bradley stated his initial thought was to recommend approval and agreed with Mr. Alt's comments relating to hanging on to retail uses at the cost of denying other businesses. He questioned why they would deny a use that would be preferred by the younger generation and good for the Village. Mr. Bradley also stated he is concerned with the door being locked and commented the number of people in and out of the use would be beneficial. He agreed parking is an issue and commented they should not recommend denial of a cool and upcoming use.

Chairperson Danley commented while the proposed use may be a great idea and a good business draw for the Village, she would feel better if it was in a different location. She also stated she is concerned with regard to standard nos. 5 and 7 and referred to the post office site development and the draw on parking. Chairperson Danley stated there would not be a pedestrian draw with only special uses in the area and described the process as unfair to the applicant. She stated if they were to accept the premise that this would only be a special use building, they would kill any type of pedestrian nature for the area. Chairperson Danley concluded it came down to the space they are evaluating and whether the use met the standards and in this instance, it did not and she would not be in favor of the request. The Commission Members discussed whether the application would have been approved at a different point in time.

Chairperson Danley took a straw poll of the Commission Members and asked for a motion. A motion was made by Mr. Poor to recommend denial of the special use request. The motion was seconded by Mr. Blum. A vote was taken and the motion passed, 5 to 3:

AYES: Blum, Bradley, Case, Danley, Poor
NAYS: Alt. Enck, Van Vlack
NON-VOTING: Orsic

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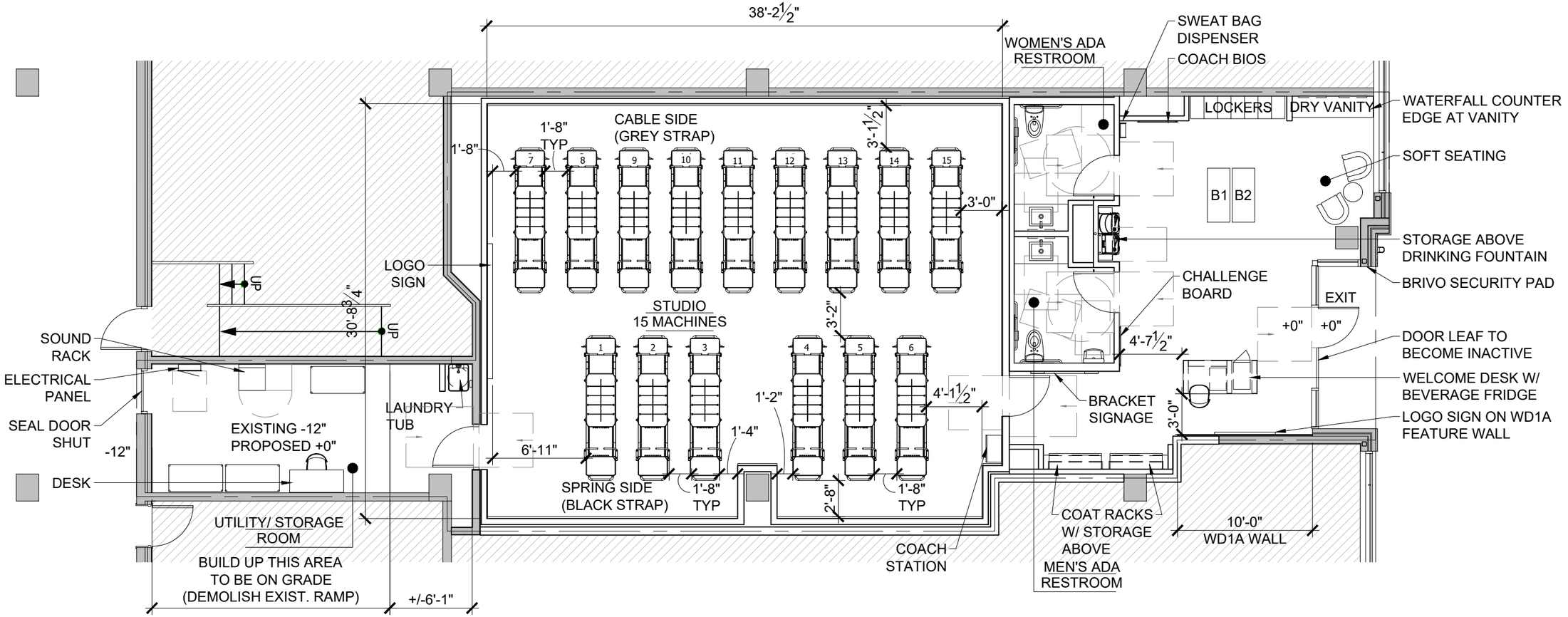
Respectfully submitted,

Antionette Johnson
Recording Secretary

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ATTACHMENT 3

LEGEND
EXISTING PARTITION
NEW PARTITION
NOT IN CONTRACT (NIC)
SQ. FOOTAGE CALCULATIONS
+/-2,271 RSF



01 FLOOR PLAN

1/8" = 1'-0"

PLOT DATE: 2/6/2026 5:55 PM PLOTTED BY: SEAN JACKSON

CLIENT

[solidcore]

[solidcore] ONE WINNETKA - WINNETKA, IL

FLOOR PLAN (ALTERNATIVE OPTION)

DxU ARCHITECTS
412 S. Wells Street ▪ 2nd Floor ▪ Chicago ▪ IL ▪ 60607
P: 312 955 0334 ▪ dxuarch.com

DATE 02-06-2025

SHEET NO. TF2

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