Winnetka Village Council
REGULAR VIRTUAL MEETING
Zoom
May 18, 2021
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker's Executive Orders 2020-43 and 2020-44, and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, May 18, 2021 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Pursuant to Executive Orders 2020-43 and 2020-44 issued by the Governor, the number of people who may gather at Village Hall for the meeting is limited due to the mandated social distancing guidelines. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a "first come, first-served" basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting. To facilitate an efficient meeting, public comments submitted in advance are encouraged.

1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 96213524373 (Please note there is no additional password or attendee ID required)
2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID: 96213524373. Event Password: VC051821

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, May 18, 2021 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – "Village Council Meeting Public Comment"
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or comment on topic of specific agenda item number

All emails received will be acknowledged either during or after the meeting, depending on when they are received. If you do not have access to email, you may leave a message with your public comment at the Village Manager's office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

Winnetka Village Council
REGULAR VIRTUAL MEETING
Village Hall
510 Green Bay Road
May 18, 2021
7:00 p.m.
Zoom

AGENDA

1) Call to Order
2) Pledge of Allegiance
3) Quorum
   a) June 1, 2021 Regular Meeting
   b) June 8, 2021 Study Session
   c) June 15, 2021 Regular Meeting
4) Public Comment
5) Reports
6) Resolution No. R-53-2021: Proclamation Honoring Louise Holland 3
7) Approval of Agenda
8) Consent Agenda
   a) Approval of Village Council Minutes
      i) April 20, 2021 4
   b) Approval of Warrant List dated April 30 – May 13, 2021 10
   c) Resolution No. R-54-2021: Directional Boring Contract (Adoption) 11
   d) Resolution No. R-55-2021: Memorandum of Agreement with the Illinois EPA for 93 Green Bay Road (Adoption) 49
   e) Resolution No. R-56-2021: Pavement Rejuvenation Contract (Adoption) 107
   f) Resolution No. R-57-2021: Restoration of LGDF Revenue (Adoption) 149
   g) Resolution No. R-58-2021: Office 365 Renewal Subscription (Adoption).....152
   h) Resolution No. R-59-2021: Covid-19 Support Services Reimbursement Agreement (Adoption).....161

9) Ordinances and Resolutions

   a) Ordinance No. M-10-2021: Strong Nail City Special Use - 548 Lincoln Avenue (Introduction/Adoption).....177

10) Old Business: None.

11) New Business

   a) Temporary Pool Dome Zoning Amendment – 123 Fuller Drive (Policy Direction).....197

12) Appointments

13) Closed Session

14) Adjournment

NOTICE

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). Webcasts of the meeting may be viewed on the Internet via a link on the Village's web site: https://www.villageofwinnetka.org/AgendaCenter.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3545; T.D.D. 847-501-6041.

RESOLUTION NO. R-53-2021

THE VILLAGE COUNCIL OF WINNETKA, ILLINOIS
May 18, 2021

WHEREAS, Louise Holland faithfully served the Village of Winnetka on the Landmark Preservation Commission for fifteen years, from 2006 to 2021; and

WHEREAS, during her fifteen-year tenure on the Landmark Preservation Commission, she served as the Chairperson from 2008 through 2021; and

WHEREAS, while serving on the Landmark Preservation Commission, she represented the Commission and its historic preservation interest as the Commission's liaison to the Plan Commission; and

WHEREAS, she was instrumental in the creation of the Village of Winnetka Landmark Preservation Ordinance; and

WHEREAS, she identified buildings, properties and structures that are of historic, cultural or architectural significance and

WHEREAS, she tirelessly informed and educated the Village's residents about the historic, cultural and architectural heritage of the Village of Winnetka through such activities as trolley tours of historic homes in the community and the annual preservation awards program; and

WHEREAS, she passionately advocated for preservation, renovation, rehabilitation, and reuse of historic and architecturally significant homes and

WHEREAS, she relentlessly guarded the integrity, history, and character of the Village of Winnetka; and

WHEREAS, Louise Holland enhanced the deliberations of the commission by listening attentively to public input, thoroughly considering the reports and studies prepared by applicants, consultants and Village staff, committing to a transparent public process, and prudently deliberating all matters of public policy brought before the Landmark Preservation Commission; and

WHEREAS, she helped to further the Village's goal of preserving historically and architecturally significant homes by recommending incentives for renovating such properties and by recommending a deterrent to demolition in the form of a longer demolition delay period.

NOW THEREFORE, BE IT RESOLVED that the Village Council, on behalf of the Village of Winnetka and Village staff, commends Louise Holland for her unselfish dedication and donation of time, effort, and expertise to serving our community and extends to her sincere appreciation for her contributions to this Village; and

BE IT FURTHER RESOLVED that Louise Holland transmits this Village greater and more beautiful than it was transmitted to her.

_____
Chris Rintz, Village President

Attest:

_____
Robert M. Bahan, Village Manager

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 20, 2021

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, April 20, 2021 at 7:00 PM.

1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Andrew Cripe, Jack Coladarci, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, Director of Water & Electric Brian Keys, and approximately 12 persons in the audience.

2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.

3) Quorum.

   a) May 4, 2021 Regular Meeting. All of the Council members present said they expect to attend.

   b) May 11, 2021 Study Session. All of the Council members present except Trustee Dearborn said they expect to attend.

   c) May 18, 2021 Regular Meeting. All of the Council members present said they expect to attend.

4) Public Comment.

   Julie Windsor, owner of Beat Street on Lincoln Avenue. Ms. Windsor warned of hazards associated with the Lincoln Avenue Streetscape project and she asked for better barricades to keep people out of the construction area, since several pedestrians have fallen.

   Scarlett Harper, 711 Sheridan Road and student member of the Environmental & Forestry Commission (EFC). Ms. Harper said she has been working on State legislation to ban subscription mosquito spraying operations in Illinois to protect bees and other pollinators, and that the bill has been introduced in Springfield. Trustee Lanphier commended Ms. Harper for her work on the legislation and she urged the Village to plant more trees than it removes for projects such as Streetscape.

   Liz Kunkle, 1303 Holly Lane. Ms. Kunkle also commended Ms. Harper for helping to get the pesticide legislation passed. She explained that she has been working with Senator Laura Fine to pass a State proclamation that designates the first week in May as composting awareness month.

   Mickey Archambault, Winnetka resident. Mr. Archambault asked what celebrations the Village will allow on the 4th of July. Manager Bahan said the Village is working with the Park District and at this time the fireworks are planned to be postponed until perhaps the fall

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based on Covid-19 infection rates; no determination has been made about other celebrations such as a parade.

5) Reports:

   a) Motion to Extend Village President's Declaration of Emergency. Attorney Friedman explained that the Emergency Declaration has been extended from its original date of passage last November. The provisions of the declaration have remained the same, and this extension would last until the June 22 Village Council meeting.

      Trustee Dearborn asked if there is any reason to keep extending the declaration.

      Manager Bahan explained the declaration provides for emergency staffing, which is still an issue for the Village during the pandemic; in addition, purchasing is also affected on occasion.

      Trustee Coladarci, seconded by Trustee Cripe, moved to extend the Village President's November 23, 2020 Declaration of Emergency until the end of the June 22, 2021 Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

   b) Trustees. None.

   c) Attorney. None.

   d) Manager. Manager Bahan announced that the New Trier Township vaccine clinic will now offer appointments to the general public aged 16 and over.

   e) Village President. President Rintz expressed admiration for Ms. Harper's efforts on behalf of bees and the environment.

6) Arbor Day Proclamation. President Rintz read a proclamation setting aside April 30 as Arbor Day in Winnetka to encourage the planting of trees.

   Trustee Apatoff, seconded by Trustee Lanphier, moved to proclaim April 30, 2021 as Arbor Day in Winnetka. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

7) Monarch Butterfly Proclamation. President Rintz read a proclamation that designates April 22 as Monarch Remembrance Day in Winnetka. Trustee Lanphier said Chicago is an important area for the Monarch migration and she urged the community to plant milkweed and to limit pesticide use to help the Monarch population rebound.

   Trustee Lanphier, seconded by Trustee Cripe, moved to proclaim April 22, 2021 as Monarch Remembrance Day in Winnetka. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

8) Environmental and Forestry Commission 2021 Green Award. Liz Kunkle, EFC Commissioner, said Spirit Elephant restaurant in Hubbard Woods received a 2021 Green Award. She explained that the restaurant is vegan, which is very beneficial for carbon emission reductions and is very nearly a zero-waste operation. In addition, appliances are energy efficient and takeout containers are compostable. The Sustainable Community award was presented to the business owner last week.

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Trustee Apatoff commended Spirit Elephant for its efforts and the EFC for publicizing its Green Award program.

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

10) Consent Agenda

a) Village Council Minutes.

i) April 8, 2021 Regular Meeting.

ii) April 13, 2021 Study Session.

b) Approval of Warrant List dated April 2 – April 15, 2021 in the amount of $1,040,170.41.

c) Resolution No. R-49-2021: Class P Liquor License for Open Kitchens Inc. (Adoption).

d) Outdoor Seating Permit: Peet's Coffee Inc.

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

11) Ordinances and Resolutions.

a) Ordinance No. M-9-2021: 630 Sheridan Road Zoning Variations (Introduction/ Adoption). Mr. Schoon reviewed this request for height and setback zoning variations for an existing playhouse on the Subject Property. The request was recommended for approval by the Zoning Board of Appeals (ZBA) and several neighbors, although there was concern with the standard for reasonable return.

There was a discussion about having the Council review zoning for accessory structures such as children's playhouses. Trustee Cripe said it was a burden on the homeowners during a pandemic and could be handled by the ZBA. President Rintz noted that some Village Code cleanup can be done after the Comprehensive Plan is updated.

Brian Sullivan, Winnetka resident. Mr. Sullivan explained that the intent was to have a place for the children to play with their friends; he added that the structure is well built and safe.

The Council being in agreement to waive introduction, Trustee Lanphier, seconded by Trustee Dearborn, moved to waive introduction of Ordinance No. M-9-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-9-2021. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

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b) Ordinance No. MC-3-2021: Sign Code Amendment - Illuminated Signs (Introduction). Mr. Schoon explained that the Design Review Board (DRB) was tasked by the Council to study the issue of illuminated signs and has completed its report and recommendations. The DRB has concluded that it can only recommend allowing backlit halo signs; it did not recommend approval of an illuminated "open" sign as some members felt these signs do not fit in with the character of the community.

The Trustees discussed the issue of illuminated signs to clarify what the different types of electronic signs look like; the amendment being contemplated in the Subject Ordinance would clarify that the Village does allow "halo" type electronic signs. Trustee Swierk felt the sign Code needs a thorough updating, and he pointed out that there are a lot of nonconforming signs on display in the Village. The Council were generally in favor of providing flexibility for new technologies and helping businesses to signify to the public that they are open.

President Rintz called for public comment.

Julie Windsor, owner of Beat Street on Lincoln Avenue. Ms. Windsor said her illuminated "open" sign is small and unobtrusive; however, there are more tasteful varieties to be found. She suggested the Village approve a discreet, uniform "open" sign that businesses could use during the pandemic, as the current environment is very challenging.

Theresa Lukas, owner of Good Grapes on Chestnut Court. Ms. Lukas said some stores look closed during the day since their lighting is low. She suggested a very simple "open" sign to help customers identify that the store is open for business.

Liz Kunkle, Winnetka resident. Ms. Kunkle supported the idea of a uniform sign for all businesses and asked if a temporary measure could be put in place under the President's Emergency Declaration during the pandemic.

Trustee Swierk suggested a moratorium on enforcing the sign code until the Comprehensive Plan update is completed, and then updating the entire sign code.

Trustee Apatoff asked if new business owners are informed of the provisions of the sign code. Manager Bahan noted that in the absence of business licensing in Winnetka, the opportunity to engage is sometimes lost. If a new business does a build-out, staff has opportunities to engage with the new owner. He noted that the sign code is enforced on a complaint basis only.

Trustee Swierk said implementing a business license process would give the Village a chance to inform new businesses of Village requirements. Trustee Dearborn explained that the DRB does help businesses identify types of approved signs; the issue at hand tonight is the DRB recommendation to allow the halo signs.

Trustee Cripe said it seems the Council has no problem approving the Subject Ordinance; and he suggested the issue of nonconforming signs be dealt with through a waiver process, so the unique circumstances of each business needs to be considered. The DRB has set a good standard for the Village as a whole; however, exceptions should be considered.

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President Rintz said he would discuss the issue of further study with the Chair of the DRB, as setting standards for exceptions is a different assignment than was first tasked to them. He also suggested a soft enforcement approach on nonconforming signs while the issue is being studied by the DRB.

Trustee Dearborn noted that the DRB makes exceptions for unique circumstances for permitted signs, and that illuminated signs could be added to their purview. Mr. Schoon clarified that the DRB has the discretion to permit variations on permitted signs, but that a prohibited sign cannot be granted an exception. The DRB in its recent deliberations on internally illuminated signs chose not to recommend adding them to the list of allowed variations. President Rintz said he would discuss the Council's goals with the DRB Chair.

The Council was generally in favor of having the DRB further study the sign issue, and of moving forward to approve the recommendations in the Subject Ordinance.

Trustee Cripe, seconded by Trustee Lanphier, moved to introduce Ordinance No. MC-3-2021. By roll call vote, the motion carried. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

c) Resolution No. R-44-2021: Purchase of Northfield Substation Transformer (Adoption). Mr. Keys explained that the purchase of the transformer is a significant milestone in the expansion of the Northfield Substation to provide contingency power for Winnetka residents. Contracts for the installation of a firewall, switchgear, and a ComEd tie-in have already been awarded. The new transformer must be able to fit in the transformer yard and to align with the existing conduits of the Village's distribution system. An optional alternate bid was also sought for pricing of a load-tap changer (LTC) beyond base bid specifications. The LTC is used to regulate output voltage.

Mr. Keys reviewed specifications of the new transformer and noted that each bid was evaluated using calculations to determine the cost impact of the transformer's electrical losses. Although all bids received were deemed non-responsive, a bid analysis completed Strand Associates recommended negotiating with WEG Transformers. The negotiations were successful, and WEG Transformers is the recommended vendor. Since the original bids were deemed non-responsive, the Village Attorney recommends rejecting all bids, waiving bidding, and awarding the contract to WEG Transformers.

Mr. Keys noted that the contract contains progress payments, as the project is significant in size, and he reviewed the schedule contained in his Agenda Report. The next step in the process is an installation contract for the new transformer, to take place in early 2022.

After a brief discussion of the total budget impact for the project over two budget years, several Trustees commended Mr. Keys for working to secure the favorable contract, and the Council agreed to adopt the Subject Resolution.

There being no public comment, Trustee Coladarci, seconded by Trustee Cripe, moved to adopt Resolution No. R-44-2021 awarding a contract to WEG Transformers for a 138kV to 12.47kV substation transformer in an amount not to exceed $860,500.. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.

12) Old Business. None.

13) New Business. None.

14) Appointments: None.

15) Closed Session. None.

16) Adjournment. Trustee Dearborn, seconded by Trustee Coladarci, moved to adjourn the meeting. By roll call vote, the motion carried. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Coladarci, Cripe, Dearborn, Lanphier, and Swierk. Nays: None. Absent: None.. The meeting adjourned at 9:04 PM.

_____

Recording Secretary

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Agenda Item Executive Summary

Title: Approval of Warrant List Dated April 30 - May 13, 2021

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 05/18/2021

Consent: ☑ YES ☐ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☑ Informational Only

Item History:

None.

Executive Summary:

The Warrant List dated April 30 - May 13, 2021 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated April 30 - May 13, 2021.

Attachments:

None.

Agenda Item Executive Summary

Title: Resolution No. R-54-2021: Directional Boring Contract (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 05/18/21

Consent: ☑ YES ☐ NO

☐ Ordinance
☑ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

Existing directional boring contract with B-Max Inc. expires on May 31, 2021.

Executive Summary:

The Water & Electric Department issued Request for Bid No. 021-009 for directional boring services, which includes the installation of conduit and equipment pads for the electrical distribution system. Similar to prior contracts, the bid was structured with fixed prices for various units of work. The bid evaluation is based on estimated quantities of work for a one year period; and the estimated quantities are calculated using an average of the last three years. The actual scope of work is performed on an as-needed basis; therefore, it is anticipated that the estimated quantities vs. actual quantities used will vary over the course of the year.

Bidders were asked to provide fixed prices for units of work performed during the next three years: Year 1 (June 1, 2021 - May 31, 2022); Year 2 (June 1, 2022 - May 31, 2023); and Year 3 (June 1, 2023 - May 31, 2024). Acceptance of Year 2 and Year 3 pricing is at the Village's sole discretion.

Bid notices were sent to 10 firms and posted to the on-line bidding service Demand Star. An optional virtual pre-bid meeting was held on April 14, 2021 with representatives from three companies in attendance. Bids were opened on May 7, 2021, with two vendors submitting bids. The bid evaluation is shown below. Individual bids for the unit pricing have been included as Exhibits No. 1, 2, and 3.

RFB #021-009 DIRECTIONAL BORING CONTRACT

	Year 1	Year 2	Year 3
Maple Cable Construction, Inc.	$463,478.25	$484,926.22	$509,738.03
Electric Conduit Construction Co.	$1,458,389.53	$1,501,935.80	$1,547,244.32

The lowest responsible bidder was Maple Cable Construction, Inc. (doing business as Maple Construction, Inc.) with a bid evaluation of $463,478.25 for the first year of work. On average, unit prices increased 10.3% over the current unit pricing from May 2019. (Note: The current contractor, B-Max Inc., held their pricing firm for two additional years beyond the original contract term.)

Executive Summary (continued):

Technically, the Village has not previously contracted with Maple Cable Construction; however, Staff has worked with their management and field crews through B-Max Inc. The owners of the two companies, Maple Cable Construction and B-Max Inc., are related. The same individuals will now be employed by Maple Cable Construction. As it pertains to the daily management and operations of the boring work, it is staff's understanding that the same personnel will be used for this contract. Their work performance has been satisfactory and exceeded that of other boring contractors used by Water & Electric.

Resolution No. R-54-2021 authorizes a contract with Maple Cable Construction, Inc.

The 2021 Electric Fund Budget contains $475,000 for directional boring services. Of this funding, $75,000 (account #500.42.31-660) is allocated for system reinforcement and $400,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests.

The Village Council has previously authorized $200,000 for directional boring work performed during the period of January 1 through May 31, 2021 (Resolution No. R-83-2020). Through mid-April 2021, staff has expended $89,083 of the authorized funding. With the Council's consideration of a new contract award to Maple Cable Construction Inc. for work performed June 1, 2021 through December 31, 2021 staff is requesting an initial funding authorization in the amount of $200,000.

Recommendation:

Consider adoption of Resolution No. R-54-2021, approving a contract with Maple Cable Construction Company, Inc. for directional boring work.

Attachments:

Attachment 1: Resolution No. R-54-2021
Attachment 2: Contract
Attachment 3: Exhibit 1: Unit Prices; June 1, 2021 - May 31, 2022
Attachment 4: Exhibit 2: Unit Prices; June 1, 2022 - May 31, 2023
Attachment 5: Exhibit 3: Unit Prices; June 1, 2023 - May 31, 2024

ATTACHMENT 1

R-54-2021

A RESOLUTION APPROVING A CONTRACT WITH MAPLE CABLE CONSTRUCTION, INC. FOR DIRECTIONAL BORING WORK

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

WHEREAS, on March 31, 2021, the Village issued Bid #021-009 (***"Request for Bids"***) for or directional boring services, which includes the installation of conduit and equipment pads for the Village's electrical distribution system (***"Work"***); and

WHEREAS, the Village received two bids (***"Bids"***) to provide the Work and opened the Bids on May 7, 2021; and

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

WHEREAS, the Village Council desires to enter into a contract with Contractor for the provision of the Work from Contractor in an amount not to exceed $200,000 (***"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 a 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.

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 18th day of May, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

VILLAGE OF WINNETKA

REQUEST FOR CONTRACT PROPOSALS AND CONTRACT RFB #021-009

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: ***Directional Boring Contract***

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), ***Friday, May 7th, 2021***

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

Optional Pre-Bid conference call for questions or clarifications will be held on April 14th at 11:00 a.m. The details to participate in this call are as follows: Dial 872-240-1274 and enter the conference ID 403 350 691#. Any questions or clarifications provided will be included in an addendum following this call.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact ***Anthony Vasquez, Assistant Finance Director*** via email only at ***avasquez@winnetka.org*** no later than **April 14, 2021.**

Delivery of Proposals

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

Opening of Contract Proposals

In an effort to maintain social distancing, the Owner will not have a bid opening inside the building. The Owner will open the bids and read them over the phone on May 7th, 2021 at 11:00 a.m. (local time). The details to participate in this call are as follows: Dial 872-240-1274 and enter the Conference ID 957 999 842#.

Withdrawal of Contract Proposals

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

Rejection of Contract Proposals

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

Acceptance of Contract Proposals

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

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

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

DATED: March 31, 2021
Village of Winnetka

By: Anthony Vasquez
Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #021-009

CONTRACT FOR

Directional Boring Contract

Full Name of Bidder: Maple Construction, Inc. ("Bidder")
Principal Office Address: P.O. Box 245 Ringwood, IL 60072
Local Office Address:
Contact Person: Gary Brand Telephone Number 815-236-8300

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

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos ____1____ **[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 ***Directional Boring Contract***.

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 (Attachments A and B).*** 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 **May *31, 2022.*** The Village of Winnetka reserves the right to extend the contract from ***June 1, 2022 to May 31, 2023*** at the "Unit Price B" column if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka reserves the right to extend the contract from ***June 1, 2023 to May 31, 2024*** at the "Unit Price C" column if work progress completed in the second year is acceptable to the Director of Water & Electric.

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

   Limits shall not be less than:

   Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

   Limits shall not be less than:

   $5,000,000 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.

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 ***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. **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: May 6, 2021.

Bidder's Status: [✓] Illinois Corporation ( ) _____ Partnership ( ) Individual Proprietor

(State) (State)

Bidder's Name:

Maple Cable Construction, Inc.

Doing Business As (if different):

Maple Construction, Inc.

Signature of Bidder or Authorized Agent:

[redacted]

(corporate seal) (if corporation)

Printed Name: Gary Brand

Title/Position: President

Bidder's Business Address:

P.O. Box 245 Ringwood, IL 60072

Bidder's Business Telephone: 815-344-6233 Facsimile: 815-344-7810

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

NAME	TITLE	ADDRESS
Gary Brand	President	4525 W Lakeshore Dr McCullom Lake IL
Daniel Brand	Treasurer	N1510 Woodale Dr Lake Geneva, WI
Jason Brand	Secretary	5026 Garden Ct. McCullom Lake, IL

ATTACHMENT A: SPECIFICATIONS

SECTION 3.1: SCOPE OF PROJECT

The Village of Winnetka is accepting bids for the Annual Directional Boring Contract. The work under this contract shall consist of the directional boring, equipment pad installation, splice box installation, and conduit installation to support the Village's electric distribution system.

The Contractor shall furnish all labor, supervision, supplies, tools, equipment, conduit, and other means necessary or proper for performing the work, described herein. The work will be issued to Contractor on an as-needed basis. The majority of the projects are associated with new electric service and/or service revisions to existing properties in Winnetka. As such, the timing of the work is associated with customer requests. Some of the work will be associated with system improvements to the electric distribution system.

The following specifications supplement each job assigned by the Director of Water and Electric or his designee. In case of conflict with any parts of said documents, these specifications shall take precedence and shall govern.

SECTION 3.2: UTILITIES

The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his construction operations, and/or resultant repairs, shall remain his responsibility.

The homeowner owns the sanitary and storm sewers exiting their property to the mains located in the streets. These sewers are not owned or located by the Village nor is the homeowner responsible for location. It is the contractors responsibility to protect these sewers and if damaged will be responsible for repair or the repair costs.

Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and/or suspend operations. In this event, no additional compensation will be allowed.

SECTION 3.3: PROJECT COMPLETION SCHEDULE & CONSTRUCTION OPERATIONS

Contractors are requested to provide Unit Prices for three years. This contract will be in effect from **JUNE 1, 2021** to **MAY 31, 2022** at the first year "Unit Price A" provided by the Contractor. The Village of Winnetka reserves the right to extend the contract from **June 1, 2022 to May 31, 2023** at the second year pricing "Unit Price B", if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka reserves the right to extend the contract from **June 1, 2023 to May 31, 2024** at the "Unit Price C" listed if work progress completed in the second year is acceptable to the Director of Water & Electric.

The contractor shall proceed with the assigned work as shown below after notification by, email, phone, fax, or person to person contact from the Director of Water and Electric or his designee.

TYPE OF WORK	START TIME
Conduit Installation	Within ten working days

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

Work on this Contract shall be subject to the following conditions and time frames for this project under the scope of this Contract. Failure to meet the completion date for this project may cause to invoke the provisions of Special Conditions Section 10. Principal activities are listed for each street. 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 Village Officials, Fire and Police Departments in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconveniences to the public. The Contractor shall notify the Village of Winnetka, Director of Water and Electric or his designee 48 hours prior to commencement of all items of work.

CONSTRUCTION OPERATIONS

In order to minimize the effect of construction noise during the improvement, the Contractor and his subcontractors shall comply with the following requirements. Any changes to the schedule will not be accepted unless approved by the Director of Water and Electric or his designee.

- All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.

- Construction operations including the startup of heavy equipment shall not begin before 7:00 AM Monday through Friday and 9:00 AM on Saturday. Construction operations including site cleanup, shall be completed before 7:00 PM Monday through Friday and 5:00PM on Saturday. No work of any kind shall be done on Sundays or holidays observed in Illinois. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and/or lighting, or construction of an emergency nature. If the Contractor requires additional time to complete a portion of the work on any given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive approval of the Engineer.

- The Contractor shall schedule and conduct his operations so that the closure time of an existing driveway along the route of improvements is kept to a minimum. All homeowners shall be given a minimum 24-hour notice to initial removal of their driveway apron.

SECTION 3.4: GENERAL CONDITIONS

It is the Contractor's responsibility to ascertain existing field conditions prior to bidding on this project. No compensation will be allowed for failure to verify existing dimensions or conditions. Although exact directional boring locations are unknown at this time, a view of the general topography throughout the Village will give the contractor an insight on the local environment.

During construction operations, any loose material deposited into the flow line of ditches, gutters or drainage structures, that obstructs the natural flow of water shall be removed at the close of each working day. At the conclusion of construction operations all drainage structures shall be free from dirt and debris. This work shall not be paid for directly but shall be considered as incidental to the contract.

The Contractor shall limit his construction activities to the work areas designated on the plans. Any damage to areas outside of these limits, or past existing right-of-way limits, shall be repaired by the Contractor, at his own expense, to the satisfaction of the Director of Water and Electric.

a) SITE RESTORATION

After all underground work (i.e. conduit, splice boxes, equipment pads) has been completed, all necessary lawn repair shall be done, such as supplying black dirt, grading, reseeding or sodding. This work shall be considered incidental to the Contract unit price for the item being constructed. Repairs of shrubbery, lawns and all other existing features shall be incidental to the contract. No concrete or other related construction debris shall be left on the lawns, parkways, sidewalks or streets.

b) CLEANING

The Contractor and his subcontractors by the end of each working day shall remove from the premises equipment, (excavator, drill, etc.) rubbish, waste material and accumulations and shall keep the premises clean. **The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Water and Electric.** This work shall be considered as incidental to the cost of the Contract.

c) UTILITY LOCATIONS

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (1-800-892-0123), a minimum of 48 hours commencing construction for utility locations within the scope of the project. It is the responsibility of the Contractor to contact agencies who may or may not be part of the JULIE system to obtain the horizontal and vertical field locations of their facilities within the limits of the proposed improvements.

The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his construction operations, and/or resultant repairs, shall remain his responsibility.

No extra compensation will be allowed to the Contractor for any expenses incurred by complying with these requirements or because delay, inconvenience or interruption in his work resulting from the failure of any utility company.

d) PUBLIC NOTIFICATION

The Contractor shall be responsible for delivery of notification letters (supplied by the Village) to all residents affected by construction (underground utility work; driveway removal; splice box installation) at least 48 hours, but not more than 72 hours, prior to commencement of work. This work shall be considered as incidental to the cost of the Contract.

e) LOCATING STORM SEWER, SANITARY SEWER, WATER MAIN OR OTHER COMPONENTS OF VILLAGE UTILITIES

To prevent damage and facilitate work by others, the Village will promptly respond to calls requesting the location of Village owned storm sewer, sanitary sewer, water main, or other components of Village utilities. Water and Electric forces will locate Village owned underground utilities or any other components, one time for each individual system, per project or contract, as requested by the general contractor of the construction project.

f) USE OF FIRE HYDRANTS

The Contractor shall contact the Village of Winnetka Director of Water and Electric or his designee to obtain water from the Village's hydrant located at the south end of the Village Yards, located at 1390 Willow Road, Winnetka. *The Contractor may not take water from any other hydrant within the Village of Winnetka.* The Contractor shall use special care in opening and closing of the fire hydrant following Water and Electric Department guidelines. Repairs caused by failure to comply with proper operating guidelines will be the sole responsibility of the Contractor.

g) SAW-CUTTING PAVEMENT, DRIVEWAY PAVEMENT, SIDEWALK, AND CURB

This work shall be performed at locations as directed by the Water and Electric Director.

The Contractor shall saw-cut the joint between the portion of pavement, driveway, sidewalk and/or curb to be removed and that to be left in place with a sawing machine to prevent spalling. This work shall be done in a manner that a straight and perpendicular joint will be secure. All saw cutting should be the full depth of the pavement, driveway, and sidewalk or curb to be removed.

It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement. No additional compensation will be allowed for sawing reinforcement.

h) CONCRETE BREAKERS

When removing pavement, curb and gutter, shoulder, and/or other structures, the use of any type of concrete breakers, which might damage underground public or private utilities, will not be permitted. Under no circumstances will the use of a frost ball be permitted.

The Contractor is prohibited from breaking up concrete by dropping it on the pavement or in any other manner, which in the opinion of the Engineer may damage existing or proposed pavements or other roadway appurtenances.

i) PORTLAND CEMENT CONCRETE (PCC) MIX DESIGN

Portland Cement Concrete for street pavement patching and driveways shall conform to IDOT Class PV; Portland Cement Concrete for combination curb and gutter, and sidewalks shall conform to IDOT Class SI, and both shall have the parameters meeting Section 1020 of the Standard Specifications, and as noted below;

Portland Cement, Type 1:	5.2 bags
CA-7 or CA-11 (IDOT) Crushed Limestone:	1900 + 50 lbs.
Sand: FA-1 or FA-2 (IDOT):	1200 + 50 lbs.
Water: Amount Required to Produce:	2" Min to 4" Max
Air-Entrainment:	5 to 8%
Mortar Factor:	0.78 to 0.88
Cement Factor:	6.55 cwt/cubic yard
Compressive Strength:	3500 psi at 14 days

For PCC PAVEMENT PATCHING, only High Early Strength Concrete shall be utilized, unless otherwise permitted by the Engineer. The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high–early strength Portland cement shall be air-entrained.

SECTION 3.6: CONSTRUCTION REQUIREMENTS

All primary conduit shall be placed at a minimum of 30 inches below finished grade, preferably 36 inches deep. Conduit on residential property containing only cables supplying the residence with secondary voltages shall be placed at a minimum of 24 inches below finished grade. The Distribution Engineer shall review any changes in these dimensions.

All conduits shall be free of debris, mud, and water, shall not be kinked and will have a pulling line installed. The contractor shall be responsible to clean conduit at his expense if the Village Water & Electric Department or the designated cable installation contractor cannot install cable. The Village reserves the right to have its crew clean conduit and deduct the cost from the contractors next payment. If a properly sized mandrel cannot pass through the conduit, the conduit will be rejected and the contractor shall repair/replace the conduit at its expense.

All conduit is required to have pulling line installed by the contractor and will be paid at the unit price.

Contractor will be required to core drill manhole walls for inserting additional conduits. The initial price to include digging the pit, connecting the one conduit, and restoring the pit. Additional conduits at the same location will be at a lesser rate per conduit.

When required contractor shall excavate for a pre-cast transformer pad and/or a pre-cast splice box. Transformer pad excavation shall be 5' wide by 5' long by 20" deep. Splice boxes come in two sizes, 24 inches by 36 inches by 24 inches deep and 36 inches by 48 inches by 16 inches deep. Excavation for the splice boxes will be increased 4 inches in length, width, and 6" in depth. All conduits entering a transformer location shall be through a 90-degree bend. The Distribution Engineer will provide a drawing detail for conduit location. Six inches of 1-1/2" stone shall be placed on the bottom prior to installing the pad or splice box.

Contractor will install communication conduit as required by the Distribution Engineer or his designate. Communication conduit is typically 1¼" ID, orange colored, with pulling tape installed.

Contractor is responsible for the replacement of all grass, ground cover, shrubs, and trees that were damaged during construction. All clay and betonite shall be removed and replaced with topsoil to a depth of 6 inches.

Contractor shall repair all street, alley, driveway, and sidewalk openings with the appropriate material listed in Sections 3.4 and 3.13. During the winter months when asphalt plants are closed, cold patch can be used but the contractor will be responsible to maintain the area once each week until permanent repairs are complete.

Contractor's employees working in the 'Supply Space' as defined by NESC, shall be qualified to work within the 'Supply Space' for the installation of conduit.

Contractor's employees entering manholes shall be qualified to work within a confined space. If the manhole has existing energized conductors, the Contractor's employees should be qualified for work around energized conductors. All personal protective equipment required for the Contractor's employees is considered incidental to the work and furnished by the Contractor.

SECTION 3.7: EQUIPMENT PROTECTION:
Traffic bollards shall consist of a 4" diameter galvanized steel pipe eight feet long, buried four feet into the ground and filled with concrete. Bollards shall be required around electric equipment susceptible to damage from vehicular traffic. The installed bollard shall be painted Safety Yellow. Location of bollards to be determined by the Distribution Engineer or his designee.

SECTION 3.8: CONTRACTOR SUPPLIED MATERIAL
All materials used in the work shall meet the requirements of these specifications and no material shall be used until the Village Water and Electric Department has approved it.

1. All sizes of conduit shall have a Strength Diameter Ratio (SDR) of 13.5.

2. Black shall be the color for secondary voltage conduit and residential services. Red stripe on black, or gray, will be used for primary voltage conduits.

3. Steel pipe in 10 foot lengths and 90 degree elbows shall be hot dipped Galvanized, Schedule 40. Sweep size dependent on job requirements.

4. All sizes of plastic conduit and elbows to be Schedule 40.

5. Couplings and splices for plastic to plastic or plastic to steel shall be E-Loc or approved equivalent.

SECTION 3.9: TREE AND SHRUB PROTECTION
All trees shall be protected and cared for during the construction in accordance with the applicable Articles of Section 201 of the Illinois Department of Transportation, Standard Specifications and this Special Provision, with the following revisions. If construction is to occur within the root zone of existing plant material, root pruning will be required where directed by the Director of Water and Electric and/or Village Forester, and shall be done so in the presence of the Director of Water and Electric or Forester or qualified Arborist (hired by the Contractor), prior to digging. The root zone shall be considered as the area around a plant or tree extending at least as far from the base as the longest horizontal branches. No additional compensation will be allowed for root pruning.

Every effort should be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless authorized in the field by the Director of Water and

Electric. The Contractor shall provide the Director of Water and Electric notification ten (10) working days prior to the removal of any tree or shrub. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to trees limbs shall be held to a minimum. Shrubs and trees limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches are unavoidable, they should be pruned before starting work in accordance with Articles 201.06 of the Standard Specifications.

Small trees (less than 4 inches in diameter) and shrubs not indicated for removal which are removed or severely damaged during construction shall be replaced in kind and size by the Contractor at no additional cost to the Village, Engineer, or Resident. All planting shall be done in accordance with Section 1081 of the Standard Specifications.

Damages at the rate of two hundred dollars ($250.00) per inch of trunk diameter shall be charges against the Contractor for unauthorized removal or destruction of any tree four (4) inches in diameter or larger. No additional compensation will be allowed for root pruning.

SECTION 3.10: EXCAVATION SPOILS

For all spoils resulting from mechanical excavation by the Contractor for work performed under this contract, the Contractor will be allowed to dispose of the spoils at the Village Yards (1390 Willow Road, Winnetka, IL). Any spoils created by hydro-excavation will be disposed of by the Contractor. At the Contractor's request, the Village will create a small "holding area" for temporary site to hold the hydro excavated spoils. Disposal of these spoils is considered incidental to the contract.

It will be the Contractor's responsibility to locate the appropriate dumpsite for the proper disposal of all hydro- excavated materials from this project. The Contractor will be responsible for obtaining and certifying all necessary testing, documentation and professional engineering certification, as outlined in the Illinois Environmental Protection Agency's (IEPA) Public Act 96-1416, relating to CCDD and uncontaminated soil fill operations, as well as all associated costs for such work.

SECTION 3.11: SIDEWALK REMOVAL & REPLACEMENT

No sidewalk shall be removed without the permission of the Director of Water and Electric. All sidewalk removal limits shall be saw cut full depth. No sidewalk shall be completely closed unless the sidewalk does not provide access to a The Contractor and his subcontractors by the end of each working day shall remove from the premises equipment, (excavator, drill, etc.) rubbish, waste material and accumulations and shall keep the premises clean. **The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Water and Electric.** This work shall be considered as incidental to the cost of the Contract.

Contractor to ensure business and pedestrian traffic has been properly directed to an acceptable crosswalk or alternate route.

SECTION 3.12: RESTORATION OF PARKWAY & YARDS

The Contractor is responsible for restoration. This work is considered incidental to the contract. The contractor should attempt to re-utilize any sod removed from excavation to restore areas around equipment pads, splice boxes, and push/pull pits. Any remaining sites less than 2 square feet, can be restored with topsoil and seed. At the discretion of the Distribution Engineer, larger areas may require restoration with sod. The Contractor is responsible to take the appropriate steps to insure that settling does not occur. The Contractor will be responsible for the restoration for one full year (i.e. if site settles, contractor will re-landscape).

Topsoil shall be pulverized black dirt. Dirt shall be relatively free of debris, roots, stones, and the like. The minimum thickness of prepared topsoil shall be 3".

SECTION 3.13: REPAIRS OF STREETS, ROADS, ALLEYS, and DRIVEWAYS:

All repairs to vehicle designed surfaces will utilize the following specifications. This item of work shall consist of constructing bituminous concrete binder and surface courses. The thickness of each item shall consist of those specified by the Distribution Engineer. All work shall be performed in accordance with Sections 406, 407 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer.

All bituminous mixtures shall conform to the applicable portions of the current requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, of the Illinois Department of Transportation. All such mixtures shall be manufactured in Illinois-based plants within the tolerance limits of the mixing formula provided by the Illinois Department of Transportation to the given plant for the given mixture except as provided for herein. Bituminous mixtures for binder and surface construction shall meet the requirements stated herein.

Bituminous Concrete Binder Course. The Bituminous Concrete Binder Course mixture shall meet the requirements either Bituminous Concrete Binder Course, Class I, Type 2, Mixture B, with a Marshall Stability of not less than 1700, and shall utilize an AC-10 asphalt cement.

Bituminous Concrete Surface Course. The Bituminous Concrete Surface Course Mixture shall be a modified Class I, Mixture C, having a minimum Marshall Stability of 2000, utilizing AC-10 asphalt cement and meeting the following requirements.

The asphalt content shall be in the range of 6.0% - 6.4% as determined by the Director of Public Works.

The ingredients of the bituminous mixture shall be combined in such proportions as to produce an aggregate mixture conforming to the following composition limits by weight:

Passing 1/2" Sieve	100%
Passing #4 Sieve	67-77%
Passing #8 Sieve	47-57%
Passing #50 Sieve	12-20%
Passing #200 Sieve	5-8%

The use of uncrushed gravel will not be allowed in making the bituminous mixture. The final mixture shall contain a minimum of 25% of stone sand of the Aggregate component(s). Air voids (total) shall be 2.5-3.5%.

In the event the fine aggregate components have insufficient minus #200 material to meet the mixture requirements, mineral filler shall replace a portion of the FA-2 in an amount necessary to meet the gradation requirements.

CA-16	45%
FA-02	30%
FA-21	25% (Stone Sand)
Total Aggregates:	100%

At the Contractor's option, RAP may be utilized in the binder mixture but the amount shall not exceed 15%. No RAP may be used in the surface mixture.

All bituminous mixtures shall be placed with a self-propelled paver having a vibrating or tamping screed.

Two rollers shall be provided to function as a breakdown roller and a finish roller. On all surface mixtures, the breakdown roller may be a tandem or three-wheel steel roller in the 10-15 ton weight range, or a pneumatic-tired roller meeting the requirements Sec. 801.01 of the IDOT Standard Specifications. The finish roller shall be a tandem drum roller in the 5-10 ton weight range. A vibratory roller of equivalent

compactive effort may be used as a finish roller.

Bituminous mixtures shall be placed in a workmanlike manner under weather conditions favorable to achievement of a quality pavement. Successive layers of bituminous materials shall not be placed unless the supporting layer is free of water, dirt, mud and other undesirable debris. Longitudinal joints shall be staggered 2 to 6 inches between successive lifts of bituminous concrete mixtures. The temperature of the mixture and the rolling pattern shall be such that tight, well-knit longitudinal joints between passes are achieved. The compactive effort shall be such that it produces a dense, durable mat. The minimum density shall be 93% of the maximum theoretical density.

The final surface course shall be placed so that subsequent to compaction, it is from 0 to 1/4 inch above the gutter flag unless otherwise shown on the plans. The final surface shall be neat, dense, and uniform in appearance.

All pavement openings made during the winter season shall be maintained with cold patch until the weather provides the opportunity to permanently repair with bituminous mixtures. Cold patch or torch heated bag mixtures are not an acceptable permanent repair.

SECTION 3.14: TRAFFIC CONTROL AND PROTECTION STANDARDS

Traffic control shall be in accordance with applicable portions of Sections 701, 702, and 703 of the Standard Specifications, the Supplemental Specifications, Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained in the Contract Documents and the Special Provisions contained herein, except as modified herein.

This work shall be to protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, and flag persons, as required, shall be furnished, installed and maintained by the Contractor during the progress of construction work and until such time as it is safe for traffic to use the street. Temporary tripod signing may be used for daily operations as well as the moving operations. The Contractor is responsible for any temporary "No Parking" signs. The Contractor shall furnish, install, maintain, relocate and subsequently remove all signs, signals, markings, traffic cones, barricades, warning lights, flagmen and other devices that are to be used for the purpose of controlling the traffic.

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Access shall be provided nightly to each resident, whenever possible. The Contractor is responsible for notifying each resident, in advance, when their driveway will not be accessible. All traffic control measures and protection are considered incidental to the work.

SECTION 3.15 PAYROLLS

The Contractor shall submit certified payrolls along with any invoices to the Village of Winnetka Finance Department within (10) days of the end of project assigned. No progress payment shall be made unless said submittals are current.

SECTION 3.16 PAYMENTS

Progress payments may be made on the first or third Tuesday of each month. In order to be paid, the invoice must be received 14 days in advance of the above payment dates. Final payment (less any penalties) shall not be made until such time as **all** work is completed to the satisfaction of the Engineer **and** lien waivers are received for all labor, materials, and subcontractors.

SECTION 3.17: RESTORATION / CLEAN-UP PENALTIES

The contractor will submit an email address to receive locations of required restoration/clean-up. When the

Water & Electric Department receives a phone call from a resident, an email will be sent to the contractor's office and the contractor will have two business days to attend to the problem. If repairs are not made, not only will the payment for the bill be delayed but a charge of $75.00 per day will be deducted from the bill.

SECTION 3.18 ADMINISTRATION OF LIQUIDATED DAMAGES.

It is agreed that time is of the essence on this contract, and that a failure on the part of the Contractor to complete the Work under this contract within the time specified will result in loss and damage to the Village and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

The contractor agrees to proceed with the assigned work within **the working day commitment as specified in Section 3.3** after notification by phone or fax from the Director of Water and Electric or his designee. The contractor will continue to work until released by the Director of Water and Electric or all assigned work has been completed. The Village Water and Electric Department has the right to add work to the assigned jobs during a contractor's presence in the Village. The contractor shall be responsible to provide a second crew and machine when requested or if the work is such that the contractor is not meeting the **working day** commitment as specified in Section 3.2. Lack of personnel and/or machine shall not constitute an acceptable excuse.

It is therefore agreed that if the contractor does not proceed with assigned work by the specified workday after notification, the Director of Water and Electric will:
Notify the Surety Company of failure to perform and

1. The contractor will be assessed $250.00 a day starting on the following work day until contractor starts working in the Village on assigned work, or
2. The Contractor will be assessed the difference between the charges incurred by the Village utilizing another contractor and the original contractors' charges for the work.

The above conditions are hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Village will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not proceed to initiate the Work covered by this Contract on or before the time specified, the Director of Water and Electric shall determine the number of days the Contractor is in default, and the decision of the Director of Water and Electric shall be final and binding upon both parties hereto. It is further agreed that if the Village shall accept any Work or make progress payments under this contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to Liquidated Damages for delays.

SECTION 3.19 ADDITIONAL CLARIFICATIONS

This section addresses questions or issues identified during prior contract periods or bid meetings.

a) The Village will provide all splice boxes, equipment pads and gravel. The Contractor will pick these items up from the Village Yards at 1390 Willow Road, Winnetka, IL.
b) The Contractor will be allowed to store material and equipment outdoors at the Village Yards. No equipment can be stored on job sites and/or public right-of-way.
c) The bid award will be based on evaluation of the Contractor's unit prices to the projected quantity of units for a year.
d) In the event that work required is not a unit price, hourly labor rates for labor and equipment will be utilized. Any additional material items required and secured by the Contractor will be invoiced at the contractor's cost. Contractor to provide Engineer or their designee, with sufficient notice, estimate of hourly labor/equipment cost for work outside of non-unit-price activities. Engineer reserves the right to modify job design to fall within unit costs.
e) The size of conduit specified on jobs is dependent on the required cable sizes and future plans.

The majority of directional boring work is associated with new and/or revised electric services. The Village reserves the right to specify the size of conduit required for each job. In general, single phase, 200 amp secondary cable is installed in 2 inch conduit, 400 amp secondary cable is installed in 4 inch conduit. Single phase primary cable is installed in 2 inch conduit. Three phase primary URD cable is installed in 4" conduit.

f) The workload may vary from year-to-year. The Village does not guarantee a specific amount of directional boring through the award of this Contract. All work is performed on an As-Needed Basis. Historical information is summarized as follows:

YEAR	2018	2019	2020
Total dollars expended	$ 513,356.05	$ 310,978.00	$ 427,228.65
Number of jobs	61	43	44
Total amount of conduit installed (FEET)	31,315	16,747	20,599
Total amount of directional boring (FEET)	17,637	10,378	11,507
Number of splice boxes installed	34	25	18
Number of Transformer pads installed	24	7	5
T&Ms (Included in costs above)			
Foreman (Hours)	188	103	251
Laborer (Hours)	704	383	747
Pickup Truck (Hours)	358	214	464
Mini Excavator w/trailer (Hours)	188	118	227

g) Contractor may obtain water for boring machinery from the Village Yards located at 1390 Willow Road, no Village hydrants may be used. Contactor must log water consumption.

h) Contactor will be paid on unit bases per the quoted price schedule, no separate units for landscaping, traffic control, frost excavation.

SECTION 3.20 SCHEDULE OF PRICES

Unit prices are requested for three (3) one year periods. This contract will be in effect from **JUNE 1, 2021** to **MAY 31, 2022** at the "Unit Price A" Column. The Village of Winnetka reserves the right to extend the contract from **June 1, 2022 to May 31, 2023** at the "Unit Price B" column if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka reserves the right to extend the contract from **June 1, 2023 to May 31, 2024** at the "Unit Price C" column if work progress completed in the second year is acceptable to the Director of Water & Electric.

WORK PROCESS (PAGE 1)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
Start or End Pit: For 2" conduit	62.00	64.00	66.00
Start or End Pit: For 4" conduit	62.00	64.00	66.00
Start or End Pit: For 5" conduit	62.00	64.00	66.00
Start or End Pit: For 6" conduit	62.00	64.00	66.00
Test Holes In: Concrete	410.00	420.00	440.00
Test Holes In: Asphalt	390.00	400.00	410.00
Test Holes In: Parkway	105.00	110.00	115.00
Excavation for: Xfmr Pad 5'X5'X20"	200.00	210.00	215.00
Excavation for: Xfmr Pad 8'X8'X20"	250.00	260.00	270.00
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	500.00	520.00	540.00
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	560.00	580.00	600.00
Excavation for and Installation of: Switchgear vault 8'X8'X40"	580.00	590.00	610.00
Excavation for: Splice Box 28"X40"X30"	140.00	150.00	160.00
Excavation for: Splice Box 40"X50"X22"	200.00	210.00	220.00
Excavation for and Installation of: Splice Box 28"X40"X30"	500.00	510.00	520.00
Excavation for and Installation of: Splice Box 40"X50"X22"	550.00	560.00	570.00
Conduit/ft. (Material and Installation) 1 ¼" (Orange) w/ pull line	1.30	1.40	1.60
Conduit/ft. (Material and Installation) 2"	1.60	1.75	2.00
Conduit/ft. (Material and Installation) 4"	4.30	4.50	5.00
Conduit/ft. (Material and Installation) 5"	6.50	6.75	7.00
Conduit/ft. (Material and Installation) 6"	9.00	9.50	10.00
Bore/Ream Size/ft. 3"	9.00	9.50	10.00
Bore/Ream Size/ft. 4"	10.50	11.50	12.50
Bore/Ream Size/ft. 6"	12.50	13.00	13.50
Bore/Ream Size/ft. 8"	15.95	16.50	17.10
Bore/Ream Size/ft. 10"	19.00	20.00	21.00
Bore/Ream Size/ft. 12"	21.00	22.00	23.00
Bore/Ream Size/ft. 14"	28.00	29.00	30.00
Bore/Ream Size/ft. 18"	34.00	36.00	38.00
Tie into Existing Manhole First Conduit	560.00	570.00	580.00
Tie into Existing Manhole Additional Conduits	130.00	140.00	150.00
Tie into Existing Splice Box First Conduit	412.00	422.00	432.00
Tie into Existing Splice Box Additional Conduits	30.00	35.00	40.00
Tie into Existing Transformer First Conduit	400.00	410.00	420.00
Tie into Existing Transformer Additional Conduits	120.00	130.00	140.00

WORK PROCESS (PAGE 2)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	9.00	9.50	10.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	12.00	12.50	12.90
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	30.00	32.00	34.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	42.00	43.00	44.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	48.00	50.00	52.00
Fusion Butt Splice (Material and Labor): 2"	30.00	35.00	40.00
Fusion Butt Splice (Material and Labor): 4"	40.00	45.00	50.00
Fusion Butt Splice (Material and Labor): 5"	50.00	55.00	60.00
Fusion Butt Splice (Material and Labor): 6"	60.00	65.00	70.00
2" – 18" Sweep 90° Bends (Material Only, Steel)	52.00	60.00	70.00
2" – 18" Sweep 90° Bends (Material Only, PVC)	20.00	21.00	22.00
2" – 18" Sweep 90° Bends (Installation Only)	45.00	46.00	50.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	68.00	70.00	72.00
2" – 24" Sweep 90° Bends (Material Only, PVC)	22.00	25.00	26.00
2" – 24" Sweep 90° Bends (Installation Only)	50.00	52.00	54.00
2" 10' Steel Conduit w/coupling (Material Only)	120.00	140.00	160.00
2" 10' Steel Conduit w/coupling (Installation Only)	40.00	45.00	47.00
2" 10' PVC Conduit w/coupling (Material Only)	45.00	50.00	55.00
2" 10' PVC Conduit w/coupling (Installation Only)	30.00	32.00	34.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	160.00	165.00	175.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	40.00	45.00	50.00
4" – 24" Sweep 90° Bends (Installation Only)	60.00	65.00	70.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	210.00	220.00	230.00
4" – 36" Sweep 90° Bends (Material Only, PVC)	60.00	65.00	70.00
4" – 36" Sweep 90° Bends (Installation Only)	70.00	72.00	74.00
4" 10' Steel Conduit w/coupling (Material Only)	290.00	300.00	320.00
4" 10' Steel Conduit w/coupling (Installation Only)	50.00	52.00	60.00
4" 10' PVC Conduit w/coupling (Material Only)	100.00	105.00	110.00
4" 10' PVC Conduit w/coupling (Installation Only)	35.00	37.50	40.00

WORK PROCESS (PAGE 3)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
5" – 36" Sweep 90° Bends (Material Only, Steel)	400.00	420.00	430.00
5" – 36" Sweep 90° Bends (Material Only, PVC)	80.00	85.00	90.00
5" – 36" Sweep 90° Bends (Installation Only)	90.00	95.00	105.00
5" – 48" Sweep 90° Bends (Material Only, Steel)	440.00	450.00	460.00
5" – 48" Sweep 90° Bends (Material Only, PVC)	115.00	120.00	125.00
5" – 48" Sweep 90° Bends (Installation Only)	90.00	92.00	94.00
5" 10' Steel Conduit w/coupling (Material Only)	600.00	610.00	620.00
5" 10' Steel Conduit w/coupling (Installation Only)	150.00	175.00	200.00
5" 10' PVC Conduit w/coupling (Material Only)	120.00	130.00	140.00
5" 10' PVC Conduit w/coupling (Installation Only)	60.00	65.00	70.00
6" – 48" Sweep 90° Bends (Material Only, Steel)	530.00	540.00	550.00
6" – 48" Sweep 90° Bends (Material Only, PVC)	140.00	150.00	160.00
6" – 48" Sweep 90° Bends (Installation Only)	110.00	120.00	130.00
6" – 60" Sweep 90° Bends (Material Only, Steel)	650.00	700.00	750.00
6" – 60" Sweep 90° Bends (Material Only, PVC)	160.00	170.00	180.00
6" – 60" Sweep 90° Bends (Installation Only)	120.00	130.00	140.00
6" 10' Steel Conduit w/coupling (Material Only)	800.00	850.00	875.00
6" 10' Steel Conduit w/coupling (Installation Only)	45.00	50.00	55.00
6" 10' PVC Conduit w/coupling (Material Only)	225.00	250.00	275.00
6" 10' PVC Conduit w/coupling (Installation Only)	60.00	65.00	70.00
2" Color Coded (Markup for red color or striped conduits, cost per foot)	.25	.30	.40
4" Color Coded (Markup for red color or striped conduits, cost per foot)	.25	.30	.40
5" Color Coded (Markup for red color or striped conduits, cost per foot)	.25	.30	.40
6" Color Coded (Markup for red color or striped conduits, cost per foot)	.25	.30	.40
Foreman Hourly Labor Rates:	115.00	118.00	120.00
Laborer Hourly Labor Rates:	89.00	91.00	93.00
Pickup Truck Hourly Equipment Rates:	50.00	52.50	55.00
Dump Truck Hourly Equipment Rates:	75.00	80.00	85.00
Mini Excavator w/trailer Hourly Equipment Rates:	68.00	73.00	75.00
Air Compressor Hourly Equipment Rates:	40.00	42.00	44.00
Install 4" steel pipe filled with concrete Traffic Ballards	450.00	460.00	500.00

EXHIBIT 1

YEAR 1 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
Start or End Pit: For 2" conduit	159	$ 707.94	$ 112,326.48	$ 62.00	$ 9,837.33
Start or End Pit: For 4" conduit	111	$ 777.64	$ 86,318.04	$ 62.00	$ 6,882.00
Start or End Pit: For 5" conduit	0	$ 853.11	$ -	$ 62.00	$ -
Start or End Pit: For 6" conduit	0	$ 935.00	$ -	$ 62.00	$ -
Test Holes In: Concrete	3	$ 709.96	$ 2,129.88	$ 410.00	$ 1,230.00
Test Holes In: Asphalt	11	$ 709.96	$ 7,809.56	$ 390.00	$ 4,290.00
Test Holes In: Parkway	206	$ 308.76	$ 63,604.56	$ 105.00	$ 21,630.00
Excavation for: Xfmr Pad 5'X5'X20"	1	$ 241.74	$ 161.16	$ 200.00	$ 133.33
Excavation for: Xfmr Pad 8'X8'X20"	0	$ 271.96	$ -	$ 250.00	$ -
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	10	$ 1,309.65	$ 12,659.95	$ 500.00	$ 4,833.33
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	2	$ 1,451.19	$ 3,386.11	$ 560.00	$ 1,306.67
Excavation for and Installation of: Switchgear vault 8'X8'X40"	1	$ 1,569.18	$ 1,569.18	$ 580.00	$ 580.00
Excavation for: Splice Box 28"X40"X30"	3	$ 238.86	$ 636.96	$ 140.00	$ 373.33
Excavation for: Splice Box 40"X50"X22"	1	$ 265.37	$ 353.83	$ 200.00	$ 266.67
Excavation for and Installation of: Splice Box 28"X40"X30"	16	$ 522.81	$ 8,190.69	$ 500.00	$ 7,833.33
Excavation for and Installation of: Splice Box 40"X50"X22"	7	$ 654.83	$ 4,802.09	$ 550.00	$ 4,033.33
Conduit/ft. (Material and Installation) 1 ¼" (Orange) w/ pull line	9524	$ 25.94	$ 247,061.21	$ 1.30	$ 12,381.63
Conduit/ft. (Material and Installation) 2"	8352	$ 27.64	$ 230,858.49	$ 1.60	$ 13,363.73
Conduit/ft. (Material and Installation) 4"	6252	$ 34.31	$ 214,506.12	$ 4.30	$ 26,883.60
Conduit/ft. (Material and Installation) 5"	0	$ 35.14	$ -	$ 6.50	$ -
Conduit/ft. (Material and Installation) 6"	0	$ 38.36	$ -	$ 9.00	$ -
Bore/Ream Size/ft. 3"	0	$ 12.12	$ -	$ 9.00	$ -
Bore/Ream Size/ft. 4"	3844	$ 14.21	$ 54,627.98	$ 10.50	$ 40,365.50
Bore/Ream Size/ft. 6"	5722	$ 17.45	$ 99,843.08	$ 12.50	$ 71,520.83
Bore/Ream Size/ft. 8"	3048	$ 19.99	$ 60,922.86	$ 15.95	$ 48,610.28
Bore/Ream Size/ft. 10"	838	$ 23.17	$ 19,408.74	$ 19.00	$ 15,915.67
Bore/Ream Size/ft. 12"	452	$ 27.20	$ 12,294.40	$ 21.00	$ 9,492.00

EXHIBIT 1

YEAR 1 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
Bore/Ream Size/ft. 14"	0	$ 32.43	$ -	$ 28.00	$ -
Bore/Ream Size/ft. 18"	0	$ 49.37	$ -	$ 34.00	$ -
Tie into Existing Manhole First Conduit	12	$ 3,235.78	$ 39,907.95	$ 560.00	$ 6,906.67
Tie into Existing Manhole Additional Conduits	8	$ 467.89	$ 3,743.12	$ 130.00	$ 1,040.00
Tie into Existing Splice Box First Conduit	29	$ 415.96	$ 12,062.84	$ 412.00	$ 11,948.00
Tie into Existing Splice Box Additional Conduits	3	$ 45.11	$ 135.33	$ 30.00	$ 90.00
Tie into Existing Transformer First Conduit	7	$ 562.13	$ 3,934.91	$ 400.00	$ 2,800.00
Tie into Existing Transformer Additional Conduits	1	$ 37.16	$ 37.16	$ 120.00	$ 120.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	32	$ 13.81	$ 437.32	$ 9.00	$ 285.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	32	$ 18.77	$ 600.64	$ 12.00	$ 384.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	65	$ 25.15	$ 1,626.37	$ 30.00	$ 1,940.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	0	$ 29.04	$ -	$ 42.00	$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	0	$ 35.89	$ -	$ 48.00	$ -
Fusion Butt Splice (Material and Labor): 2"	0	$ 502.89	$ -	$ 30.00	$ -
Fusion Butt Splice (Material and Labor): 4"	0	$ 542.89	$ -	$ 40.00	$ -
Fusion Butt Splice (Material and Labor): 5"	0	$ 552.89	$ -	$ 50.00	$ -
Fusion Butt Splice (Material and Labor): 6"	0	$ 620.27	$ -	$ 60.00	$ -
2" – 18" Sweep 90° Bends (Material Only, Steel)	10	$ 42.68	$ 426.80	$ 52.00	$ 520.00
2" – 18" Sweep 90° Bends (Material Only, PVC)	6	$ 11.28	$ 67.68	$ 20.00	$ 120.00
2" – 18" Sweep 90° Bends (Installation Only)	15	$ 24.02	$ 360.30	$ 45.00	$ 675.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	0	$ 52.33	$ 17.44	$ 68.00	$ 22.67
2" – 24" Sweep 90° Bends (Material Only, PVC)	2	$ 10.40	$ 20.80	$ 22.00	$ 44.00

EXHIBIT 1

YEAR 1 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
2" – 24" Sweep 90° Bends (Installation Only)	3	$ 24.02	$ 72.06	$ 50.00	$ 150.00
2" 10' Steel Conduit w/coupling (Material Only)	12	$ 104.17	$ 1,250.04	$ 120.00	$ 1,440.00
2" 10' Steel Conduit w/coupling (Installation Only)	11	$ 11.22	$ 123.42	$ 40.00	$ 440.00
2" 10' PVC Conduit w/coupling (Material Only)	2	$ 28.05	$ 56.10	$ 45.00	$ 90.00
2" 10' PVC Conduit w/coupling (Installation Only)	3	$ 11.22	$ 33.66	$ 30.00	$ 90.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	0	$ 132.52	$ 44.17	$ 160.00	$ 53.33
4" – 24" Sweep 90° Bends (Material Only, PVC)	34	$ 28.11	$ 965.11	$ 40.00	$ 1,373.33
4" – 24" Sweep 90° Bends (Installation Only)	35	$ 24.02	$ 840.70	$ 60.00	$ 2,100.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	0	$ 166.46	$ -	$ 210.00	$ -
4" – 36" Sweep 90° Bends (Material Only, PVC)	29	$ 33.55	$ 984.13	$ 60.00	$ 1,760.00
4" – 36" Sweep 90° Bends (Installation Only)	29	$ 83.18	$ 2,439.95	$ 70.00	$ 2,053.33
4" 10' Steel Conduit w/coupling (Material Only)	10	$ 308.00	$ 3,080.00	$ 290.00	$ 2,900.00
4" 10' Steel Conduit w/coupling (Installation Only)	10	$ 11.22	$ 112.20	$ 50.00	$ 500.00
4" 10' PVC Conduit w/coupling (Material Only)	23	$ 73.55	$ 1,667.13	$ 100.00	$ 2,266.67
4" 10' PVC Conduit w/coupling (Installation Only)	23	$ 10.10	$ 228.93	$ 35.00	$ 793.33
5" – 36" Sweep 90° Bends (Material Only, Steel)	0	$ 310.81	$ -	$ 400.00	$ -
5" – 36" Sweep 90° Bends (Material Only, PVC)	0	$ 63.58	$ -	$ 80.00	$ -
5" – 36" Sweep 90° Bends (Installation Only)	0	$ 7.51	$ -	$ 90.00	$ -
5" – 48" Sweep 90° Bends (Material Only, Steel)	0	$ 373.63	$ -	$ 440.00	$ -
5" – 48" Sweep 90° Bends (Material Only, PVC)	0	$ 82.34	$ -	$ 115.00	$ -
5" – 48" Sweep 90° Bends (Installation Only)	0	$ 7.51	$ -	$ 90.00	$ -
5" 10' Steel Conduit w/coupling (Material Only)	0	$ 578.74	$ -	$ 600.00	$ -
5" 10' Steel Conduit w/coupling (Installation Only)	0	$ 11.47	$ -	$ 150.00	$ -

EXHIBIT 1

YEAR 1 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
5" 10' PVC Conduit w/coupling (Material Only)	0	$ 103.40	$ -	$ 120.00	$ -
5" 10' PVC Conduit w/coupling (Installation Only)	0	$ 12.62	$ -	$ 60.00	$ -
6" – 48" Sweep 90° Bends (Material Only, Steel)	0	$ 420.64	$ -	$ 530.00	$ -
6" – 48" Sweep 90° Bends (Material Only, PVC)	0	$ 94.44	$ -	$ 140.00	$ -
6" – 48" Sweep 90° Bends (Installation Only)	0	$ 7.51	$ -	$ 110.00	$ -
6" – 60" Sweep 90° Bends (Material Only, Steel)	0	$ 593.23	$ -	$ 650.00	$ -
6" – 60" Sweep 90° Bends (Material Only, PVC)	0	$ 111.82	$ -	$ 160.00	$ -
6" – 60" Sweep 90° Bends (Installation Only)	0	$ 7.51	$ -	$ 120.00	$ -
6" 10' Steel Conduit w/coupling (Material Only)	0	$ 755.15	$ -	$ 800.00	$ -
6" 10' Steel Conduit w/coupling (Installation Only)	0	$ 107.47	$ -	$ 45.00	$ -
6" 10' PVC Conduit w/coupling (Material Only)	0	$ 135.30	$ -	$ 225.00	$ -
6" 10' PVC Conduit w/coupling (Installation Only)	0	$ 12.62	$ -	$ 60.00	$ -
2" Color Coded (Markup for red color or striped conduits, cost per foot)	1502	$ 1.41	$ 2,117.82	$ 0.25	$ 375.50
4" Color Coded (Markup for red color or striped conduits, cost per foot)	6	$ 5.90	$ 35.40	$ 0.25	$ 1.50
5" Color Coded (Markup for red color or striped conduits, cost per foot)	0	$ 6.26	$ -	$ 0.25	$ -
6" Color Coded (Markup for red color or striped conduits, cost per foot)	0	$ 8.53	$ -	$ 0.25	$ -
Foreman Hourly Labor Rates:	201	$ 147.39	$ 29,674.52	$ 115.00	$ 23,153.33
Laborer Hourly Labor Rates:	684	$ 115.00	$ 78,660.00	$ 89.00	$ 60,876.00
Pickup Truck Hourly Equipment Rates:	382	$ 40.00	$ 15,280.00	$ 50.00	$ 19,100.00
Dump Truck Hourly Equipment Rates:	0	$ 59.00	$ -	$ 75.00	$ -
Mini Excavator w/trailer Hourly Equipment Rates:	203	$ 54.00	$ 10,962.00	$ 68.00	$ 13,804.00
Air Compressor Hourly Equipment Rates:	15	$ 27.00	$ 405.00	$ 40.00	$ 600.00

EXHIBIT 1

YEAR 1 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company UNIT PRICE "A"	Electric Conduit Construction Company Ext Price A	Maple Cable Construction Company UNIT PRICE "B"	Maple Cable Construction Company Ext price B
Install 4" steel pipe filled with concrete Traffic Ballards	2	$ 1,253.58	$ 2,507.16	$ 450.00	$ 900.00
	EST. ANNUAL TOTAL		$ 1,458,389.53		$ 463,478.25

Electric Conduit Construction Company

Maple Cable Construction Company

EXHIBIT 2

YEAR 2 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
Start or End Pit: For 2" conduit	159	$ 729.18	$ 115,696.56	$ 64.00	$ 10,154.67
Start or End Pit: For 4" conduit	111	$ 800.97	$ 88,907.67	$ 64.00	$ 7,104.00
Start or End Pit: For 5" conduit	0	$ 878.71	$ -	$ 64.00	$ -
Start or End Pit: For 6" conduit	0	$ 963.05	$ -	$ 64.00	$ -
Test Holes In: Concrete	3	$ 731.26	$ 2,193.78	$ 420.00	$ 1,260.00
Test Holes In: Asphalt	11	$ 731.26	$ 8,043.86	$ 400.00	$ 4,400.00
Test Holes In: Parkway	206	$ 318.03	$ 65,514.18	$ 110.00	$ 22,660.00
Excavation for: Xfmr Pad 5'X5'X20"	1	$ 249.00	$ 166.00	$ 210.00	$ 140.00
Excavation for: Xfmr Pad 8'X8'X20"	0	$ 280.12	$ -	$ 260.00	$ -
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	10	$ 1,348.94	$ 13,039.75	$ 520.00	$ 5,026.67
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	2	$ 1,494.73	$ 3,487.70	$ 580.00	$ 1,353.33
Excavation for and Installation of: Switchgear vault 8'X8'X40"	1	$ 1,616.26	$ 1,616.26	$ 590.00	$ 590.00
Excavation for: Splice Box 28"X40"X30"	3	$ 246.03	$ 656.08	$ 150.00	$ 400.00
Excavation for: Splice Box 40"X50"X22"	1	$ 273.34	$ 364.45	$ 210.00	$ 280.00
Excavation for and Installation of: Splice Box 28"X40"X30"	16	$ 538.50	$ 8,436.50	$ 510.00	$ 7,990.00
Excavation for and Installation of: Splice Box 40"X50"X22"	7	$ 674.48	$ 4,946.19	$ 560.00	$ 4,106.67
Conduit/ft. (Material and Installation) 1 ¼" (Orange) w/ pull line	9524	$ 26.72	$ 254,490.19	$ 1.40	$ 13,334.07
Conduit/ft. (Material and Installation) 2"	8352	$ 28.47	$ 237,790.93	$ 1.75	$ 14,616.58
Conduit/ft. (Material and Installation) 4"	6252	$ 35.34	$ 220,945.68	$ 4.50	$ 28,134.00
Conduit/ft. (Material and Installation) 5"	0	$ 36.20	$ -	$ 6.75	$ -
Conduit/ft. (Material and Installation) 6"	0	$ 39.52	$ -	$ 9.50	$ -
Bore/Ream Size/ft. 3"	0	$ 12.48	$ -	$ 9.50	$ -
Bore/Ream Size/ft. 4"	3844	$ 14.63	$ 56,242.60	$ 11.50	$ 44,209.83
Bore/Ream Size/ft. 6"	5722	$ 17.96	$ 102,761.13	$ 13.00	$ 74,381.67
Bore/Ream Size/ft. 8"	3048	$ 20.59	$ 62,751.46	$ 16.50	$ 50,286.50
Bore/Ream Size/ft. 10"	838	$ 23.86	$ 19,986.73	$ 20.00	$ 16,753.33
Bore/Ream Size/ft. 12"	452	$ 28.02	$ 12,665.04	$ 22.00	$ 9,944.00
Bore/Ream Size/ft. 14"	0	$ 33.40	$ -	$ 29.00	$ -
Bore/Ream Size/ft. 18"	0	$ 50.85	$ -	$ 36.00	$ -

EXHIBIT 2

YEAR 2 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
Tie into Existing Manhole First Conduit	12	$ 3,320.86	$ 40,957.27	$ 570.00	$ 7,030.00
Tie into Existing Manhole Additional Conduits	8	$ 481.93	$ 3,855.44	$ 140.00	$ 1,120.00
Tie into Existing Splice Box First Conduit	29	$ 428.44	$ 12,424.76	$ 422.00	$ 12,238.00
Tie into Existing Splice Box Additional Conduits	3	$ 46.47	$ 139.41	$ 35.00	$ 105.00
Tie into Existing Transformer First Conduit	7	$ 579.00	$ 4,053.00	$ 410.00	$ 2,870.00
Tie into Existing Transformer Additional Conduits	1	$ 38.28	$ 38.28	$ 130.00	$ 130.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	32	$ 14.22	$ 450.30	$ 9.50	$ 300.83
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	32	$ 19.34	$ 618.88	$ 12.50	$ 400.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	65	$ 25.91	$ 1,675.51	$ 32.00	$ 2,069.33
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	0	$ 29.92	$ -	$ 43.00	$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	0	$ 36.97	$ -	$ 50.00	$ -
Fusion Butt Splice (Material and Labor): 2"	0	$ 517.98	$ -	$ 35.00	$ -
Fusion Butt Splice (Material and Labor): 4"	0	$ 559.18	$ -	$ 45.00	$ -
Fusion Butt Splice (Material and Labor): 5"	0	$ 569.47	$ -	$ 55.00	$ -
Fusion Butt Splice (Material and Labor): 6"	0	$ 638.87	$ -	$ 65.00	$ -
2" – 18" Sweep 90° Bends (Material Only, Steel)	10	$ 43.98	$ 439.80	$ 60.00	$ 600.00
2" – 18" Sweep 90° Bends (Material Only, PVC)	6	$ 11.62	$ 69.72	$ 21.00	$ 126.00
2" – 18" Sweep 90° Bends (Installation Only)	15	$ 24.74	$ 371.10	$ 46.00	$ 690.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	0	$ 53.90	$ 17.97	$ 70.00	$ 23.33
2" – 24" Sweep 90° Bends (Material Only, PVC)	2	$ 10.72	$ 21.44	$ 25.00	$ 50.00
2" – 24" Sweep 90° Bends (Installation Only)	3	$ 24.75	$ 74.25	$ 52.00	$ 156.00

EXHIBIT 2

YEAR 2 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
2" 10' Steel Conduit w/coupling (Material Only)	12	$ 107.30	$ 1,287.60	$ 140.00	$ 1,680.00
2" 10' Steel Conduit w/coupling (Installation Only)	11	$ 11.56	$ 127.16	$ 45.00	$ 495.00
2" 10' PVC Conduit w/coupling (Material Only)	2	$ 28.90	$ 57.80	$ 50.00	$ 100.00
2" 10' PVC Conduit w/coupling (Installation Only)	3	$ 11.56	$ 34.68	$ 32.00	$ 96.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	0	$ 136.50	$ 45.50	$ 165.00	$ 55.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	34	$ 28.96	$ 994.29	$ 45.00	$ 1,545.00
4" – 24" Sweep 90° Bends (Installation Only)	35	$ 24.75	$ 866.25	$ 65.00	$ 2,275.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	0	$ 171.46	$ -	$ 220.00	$ -
4" – 36" Sweep 90° Bends (Material Only, PVC)	29	$ 34.56	$ 1,013.76	$ 65.00	$ 1,906.67
4" – 36" Sweep 90° Bends (Installation Only)	29	$ 85.68	$ 2,513.28	$ 72.00	$ 2,112.00
4" 10' Steel Conduit w/coupling (Material Only)	10	$ 317.24	$ 3,172.40	$ 300.00	$ 3,000.00
4" 10' Steel Conduit w/coupling (Installation Only)	10	$ 11.56	$ 115.60	$ 52.00	$ 520.00
4" 10' PVC Conduit w/coupling (Material Only)	23	$ 75.76	$ 1,717.23	$ 105.00	$ 2,380.00
4" 10' PVC Conduit w/coupling (Installation Only)	23	$ 10.41	$ 235.96	$ 37.50	$ 850.00
5" – 36" Sweep 90° Bends (Material Only, Steel)	0	$ 341.90	$ -	$ 420.00	$ -
5" – 36" Sweep 90° Bends (Material Only, PVC)	0	$ 65.49	$ -	$ 85.00	$ -
5" – 36" Sweep 90° Bends (Installation Only)	0	$ 7.73	$ -	$ 95.00	$ -
5" – 48" Sweep 90° Bends (Material Only, Steel)	0	$ 384.84	$ -	$ 450.00	$ -
5" – 48" Sweep 90° Bends (Material Only, PVC)	0	$ 84.82	$ -	$ 120.00	$ -
5" – 48" Sweep 90° Bends (Installation Only)	0	$ 7.74	$ -	$ 92.00	$ -
5" 10' Steel Conduit w/coupling (Material Only)	0	$ 596.11	$ -	$ 610.00	$ -
5" 10' Steel Conduit w/coupling (Installation Only)	0	$ 11.81	$ -	$ 175.00	$ -

EXHIBIT 2

YEAR 2 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
5" 10' PVC Conduit w/coupling (Material Only)	0	$ 106.51	$ -	$ 130.00	$ -
5" 10' PVC Conduit w/coupling (Installation Only)	0	$ 13.00	$ -	$ 65.00	$ -
6" – 48" Sweep 90° Bends (Material Only, Steel)	0	$ 433.26	$ -	$ 540.00	$ -
6" – 48" Sweep 90° Bends (Material Only, PVC)	0	$ 97.28	$ -	$ 150.00	$ -
6" – 48" Sweep 90° Bends (Installation Only)	0	$ 7.74	$ -	$ 120.00	$ -
6" – 60" Sweep 90° Bends (Material Only, Steel)	0	$ 611.03	$ -	$ 700.00	$ -
6" – 60" Sweep 90° Bends (Material Only, PVC)	0	$ 115.18	$ -	$ 170.00	$ -
6" – 60" Sweep 90° Bends (Installation Only)	0	$ 7.73	$ -	$ 130.00	$ -
6" 10' Steel Conduit w/coupling (Material Only)	0	$ 777.81	$ -	$ 850.00	$ -
6" 10' Steel Conduit w/coupling (Installation Only)	0	$ 110.70	$ -	$ 50.00	$ -
6" 10' PVC Conduit w/coupling (Material Only)	0	$ 139.36	$ -	$ 250.00	$ -
6" 10' PVC Conduit w/coupling (Installation Only)	0	$ 13.00	$ -	$ 65.00	$ -
2" Color Coded (Markup for red color or striped conduits, cost per foot)	1502	$ 1.46	$ 2,192.92	$ 0.30	$ 450.60
4" Color Coded (Markup for red color or striped conduits, cost per foot)	6	$ 6.08	$ 36.48	$ 0.30	$ 1.80
5" Color Coded (Markup for red color or striped conduits, cost per foot)	0	$ 6.45	$ -	$ 0.30	$ -
6" Color Coded (Markup for red color or striped conduits, cost per foot)	0	$ 8.79	$ -	$ 0.30	$ -
Foreman Hourly Labor Rates:	201	$ 151.82	$ 30,566.43	$ 118.00	$ 23,757.33
Laborer Hourly Labor Rates:	684	$ 118.45	$ 81,019.80	$ 91.00	$ 62,244.00
Pickup Truck Hourly Equipment Rates:	382	$ 41.20	$ 15,738.40	$ 52.50	$ 20,055.00
Dump Truck Hourly Equipment Rates:	0	$ 60.77	$ -	$ 80.00	$ -
Mini Excavator w/trailer Hourly Equipment Rates:	203	$ 55.62	$ 11,290.86	$ 73.00	$ 14,819.00
Air Compressor Hourly Equipment Rates:	15	$ 27.81	$ 417.15	$ 42.00	$ 630.00

EXHIBIT 2

YEAR 2 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company UNIT PRICE "A"	Electric Conduit Construction Company Ext Price A	Maple Cable Construction Company UNIT PRICE "B"	Maple Cable Construction Company Ext price B
Install 4" steel pipe filled with concrete Traffic Ballards	2	$ 1,291.19	$ 2,582.38	$ 460.00	$ 920.00
	EST. ANNUAL TOTAL		$ 1,501,935.80		$ 484,926.22

Electric Conduit Construction Company

Maple Cable Construction Company

EXHIBIT 3

YEAR 3 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
Start or End Pit: For 2" conduit	159	$ 751.06	$ 119,168.19	$ 66.00	$ 10,472.00
Start or End Pit: For 4" conduit	111	$ 825.00	$ 91,575.00	$ 66.00	$ 7,326.00
Start or End Pit: For 5" conduit	0	$ 905.07	$ -	$ 66.00	$ -
Start or End Pit: For 6" conduit	0	$ 991.95	$ -	$ 66.00	$ -
Test Holes In: Concrete	3	$ 753.20	$ 2,259.60	$ 440.00	$ 1,320.00
Test Holes In: Asphalt	11	$ 753.20	$ 8,285.20	$ 410.00	$ 4,510.00
Test Holes In: Parkway	206	$ 327.57	$ 67,479.42	$ 115.00	$ 23,690.00
Excavation for: Xfmr Pad 5'X5'X20"	1	$ 256.47	$ 170.98	$ 215.00	$ 143.33
Excavation for: Xfmr Pad 8'X8'X20"	0	$ 288.52	$ -	$ 270.00	$ -
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	10	$ 1,389.41	$ 13,430.96	$ 540.00	$ 5,220.00
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	2	$ 1,539.56	$ 3,592.31	$ 600.00	$ 1,400.00
Excavation for and Installation of: Switchgear vault 8'X8'X40"	1	$ 1,664.75	$ 1,664.75	$ 610.00	$ 610.00
Excavation for: Splice Box 28"X40"X30"	3	$ 253.41	$ 675.76	$ 160.00	$ 426.67
Excavation for: Splice Box 40"X50"X22"	1	$ 281.54	$ 375.39	$ 220.00	$ 293.33
Excavation for and Installation of: Splice Box 28"X40"X30"	16	$ 554.65	$ 8,689.52	$ 520.00	$ 8,146.67
Excavation for and Installation of: Splice Box 40"X50"X22"	7	$ 694.71	$ 5,094.54	$ 570.00	$ 4,180.00
Conduit/ft. (Material and Installation) 1 ¼" (Orange) w/ pull line	9524	$ 27.52	$ 262,109.65	$ 1.60	$ 15,238.93
Conduit/ft. (Material and Installation) 2"	8352	$ 29.33	$ 244,973.94	$ 2.00	$ 16,704.67
Conduit/ft. (Material and Installation) 4"	6252	$ 36.40	$ 227,572.80	$ 5.00	$ 31,260.00
Conduit/ft. (Material and Installation) 5"	0	$ 37.29	$ -	$ 7.00	$ -
Conduit/ft. (Material and Installation) 6"	0	$ 40.69	$ -	$ 10.00	$ -
Bore/Ream Size/ft. 3"	0	$ 12.85	$ -	$ 10.00	$ -
Bore/Ream Size/ft. 4"	3844	$ 15.08	$ 57,972.55	$ 12.50	$ 48,054.17
Bore/Ream Size/ft. 6"	5722	$ 18.50	$ 105,850.83	$ 13.50	$ 77,242.50

EXHIBIT 3

YEAR 3 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
Bore/Ream Size/ft. 8"	3048	$ 21.21	$ 64,641.01	$ 17.10	$ 52,115.10
Bore/Ream Size/ft. 10"	838	$ 24.58	$ 20,589.85	$ 21.00	$ 17,591.00
Bore/Ream Size/ft. 12"	452	$ 28.87	$ 13,049.24	$ 23.00	$ 10,396.00
Bore/Ream Size/ft. 14"	0	$ 34.41	$ -	$ 30.00	$ -
Bore/Ream Size/ft. 18"	0	$ 52.38	$ -	$ 38.00	$ -
Tie into Existing Manhole First Conduit	12	$ 3,432.84	$ 42,338.36	$ 580.00	$ 7,153.33
Tie into Existing Manhole Additional Conduits	8	$ 496.39	$ 3,971.12	$ 150.00	$ 1,200.00
Tie into Existing Splice Box First Conduit	29	$ 441.30	$ 12,797.70	$ 432.00	$ 12,528.00
Tie into Existing Splice Box Additional Conduits	3	$ 47.86	$ 143.58	$ 40.00	$ 120.00
Tie into Existing Transformer First Conduit	7	$ 596.37	$ 4,174.59	$ 420.00	$ 2,940.00
Tie into Existing Transformer Additional Conduits	1	$ 39.43	$ 39.43	$ 140.00	$ 140.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	32	$ 14.66	$ 464.23	$ 10.00	$ 316.67
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	32	$ 19.92	$ 637.44	$ 12.90	$ 412.80
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	65	$ 26.69	$ 1,725.95	$ 34.00	$ 2,198.67
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	0	$ 30.81	$ -	$ 44.00	$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	0	$ 38.08	$ -	$ 52.00	$ -
Fusion Butt Splice (Material and Labor): 2"	0	$ 533.52	$ -	$ 40.00	$ -
Fusion Butt Splice (Material and Labor): 4"	0	$ 575.96	$ -	$ 50.00	$ -
Fusion Butt Splice (Material and Labor): 5"	0	$ 586.57	$ -	$ 60.00	$ -
Fusion Butt Splice (Material and Labor): 6"	0	$ 658.05	$ -	$ 70.00	$ -
2" – 18" Sweep 90° Bends (Material Only, Steel)	10	$ 45.28	$ 452.80	$ 70.00	$ 700.00

EXHIBIT 3

YEAR 3 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
2" – 18" Sweep 90° Bends (Material Only, PVC)	6	$ 11.97	$ 71.82	$ 22.00	$ 132.00
2" – 18" Sweep 90° Bends (Installation Only)	15	$ 25.49	$ 382.35	$ 50.00	$ 750.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	0	$ 55.52	$ 18.51	$ 72.00	$ 24.00
2" – 24" Sweep 90° Bends (Material Only, PVC)	2	$ 11.04	$ 22.08	$ 26.00	$ 52.00
2" – 24" Sweep 90° Bends (Installation Only)	3	$ 25.49	$ 76.47	$ 54.00	$ 162.00
2" 10' Steel Conduit w/coupling (Material Only)	12	$ 110.52	$ 1,326.24	$ 160.00	$ 1,920.00
2" 10' Steel Conduit w/coupling (Installation Only)	11	$ 11.91	$ 131.01	$ 47.00	$ 517.00
2" 10' PVC Conduit w/coupling (Material Only)	2	$ 29.76	$ 59.52	$ 55.00	$ 110.00
2" 10' PVC Conduit w/coupling (Installation Only)	3	$ 11.91	$ 35.73	$ 34.00	$ 102.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	0	$ 140.60	$ 46.87	$ 175.00	$ 58.33
4" – 24" Sweep 90° Bends (Material Only, PVC)	34	$ 29.83	$ 1,024.16	$ 50.00	$ 1,716.67
4" – 24" Sweep 90° Bends (Installation Only)	35	$ 25.49	$ 892.15	$ 70.00	$ 2,450.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	0	$ 176.60	$ -	$ 230.00	$ -
4" – 36" Sweep 90° Bends (Material Only, PVC)	29	$ 35.60	$ 1,044.27	$ 70.00	$ 2,053.33
4" – 36" Sweep 90° Bends (Installation Only)	29	$ 88.25	$ 2,588.67	$ 74.00	$ 2,170.67
4" 10' Steel Conduit w/coupling (Material Only)	10	$ 326.76	$ 3,267.60	$ 320.00	$ 3,200.00
4" 10' Steel Conduit w/coupling (Installation Only)	10	$ 11.91	$ 119.10	$ 60.00	$ 600.00
4" 10' PVC Conduit w/coupling (Material Only)	23	$ 78.03	$ 1,768.68	$ 110.00	$ 2,493.33
4" 10' PVC Conduit w/coupling (Installation Only)	23	$ 10.72	$ 242.99	$ 40.00	$ 906.67
5" – 36" Sweep 90° Bends (Material Only, Steel)	0	$ 352.15	$ -	$ 430.00	$ -
5" – 36" Sweep 90° Bends (Material Only, PVC)	0	$ 67.46	$ -	$ 90.00	$ -
5" – 36" Sweep 90° Bends (Installation Only)	0	$ 7.97	$ -	$ 105.00	$ -

EXHIBIT 3

YEAR 3 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
5" – 48" Sweep 90° Bends (Material Only, Steel)	0	$ 396.39	$ -	$ 460.00	$ -
5" – 48" Sweep 90° Bends (Material Only, PVC)	0	$ 87.36	$ -	$ 125.00	$ -
5" – 48" Sweep 90° Bends (Installation Only)	0	$ 7.97	$ -	$ 94.00	$ -
5" 10' Steel Conduit w/coupling (Material Only)	0	$ 613.99	$ -	$ 620.00	$ -
5" 10' Steel Conduit w/coupling (Installation Only)	0	$ 12.17	$ -	$ 200.00	$ -
5" 10' PVC Conduit w/coupling (Material Only)	0	$ 109.70	$ -	$ 140.00	$ -
5" 10' PVC Conduit w/coupling (Installation Only)	0	$ 13.39	$ -	$ 70.00	$ -
6" – 48" Sweep 90° Bends (Material Only, Steel)	0	$ 446.26	$ -	$ 550.00	$ -
6" – 48" Sweep 90° Bends (Material Only, PVC)	0	$ 100.20	$ -	$ 160.00	$ -
6" – 48" Sweep 90° Bends (Installation Only)	0	$ 7.97	$ -	$ 130.00	$ -
6" – 60" Sweep 90° Bends (Material Only, Steel)	0	$ 629.36	$ -	$ 750.00	$ -
6" – 60" Sweep 90° Bends (Material Only, PVC)	0	$ 118.63	$ -	$ 180.00	$ -
6" – 60" Sweep 90° Bends (Installation Only)	0	$ 7.97	$ -	$ 140.00	$ -
6" 10' Steel Conduit w/coupling (Material Only)	0	$ 801.14	$ -	$ 875.00	$ -
6" 10' Steel Conduit w/coupling (Installation Only)	0	$ 114.02	$ -	$ 55.00	$ -
6" 10' PVC Conduit w/coupling (Material Only)	0	$ 143.54	$ -	$ 275.00	$ -
6" 10' PVC Conduit w/coupling (Installation Only)	0	$ 13.38	$ -	$ 70.00	$ -
2" Color Coded (Markup for red color or striped conduits, cost per foot)	1502	$ 1.50	$ 2,253.00	$ 0.40	$ 600.80
4" Color Coded (Markup for red color or striped conduits, cost per foot)	6	$ 6.26	$ 37.56	$ 0.40	$ 2.40
5" Color Coded (Markup for red color or striped conduits, cost per foot)	0	$ 6.65	$ -	$ 0.40	$ -
6" Color Coded (Markup for red color or striped conduits, cost per foot)	0	$ 9.05	$ -	$ 0.40	$ -
Foreman Hourly Labor Rates:	201	$ 156.37	$ 31,482.49	$ 120.00	$ 24,160.00
Laborer Hourly Labor Rates:	684	$ 122.01	$ 83,454.84	$ 93.00	$ 63,612.00

EXHIBIT 3

YEAR 3 - UNIT PRICES

WORK PROCESS	3 YEAR AVERAGE	Electric Conduit Construction Company		Maple Cable Construction Company	
		UNIT PRICE "A"	Ext Price A	UNIT PRICE "B"	Ext price B
Pickup Truck Hourly Equipment Rates:	382	$ 42.44	$ 16,212.08	$ 55.00	$ 21,010.00
Dump Truck Hourly Equipment Rates:	0	$ 62.60	$ -	$ 85.00	$ -
Mini Excavator w/trailer Hourly Equipment Rates:	203	$ 57.29	$ 11,629.87	$ 75.00	$ 15,225.00
Air Compressor Hourly Equipment Rates:	15	$ 28.65	$ 429.75	$ 44.00	$ 660.00
Install 4" steel pipe filled with concrete Traffic Ballards	2	$ 1,329.92	$ 2,659.84	$ 500.00	$ 1,000.00
	EST. ANNUAL TOTAL		$ 1,547,244.32		$ 509,738.03

Electric Conduit Construction Company

Maple Cable Construction Company

Agenda Item Executive Summary

Title: Resolution No. R-55-2021: Memorandum of Agreement with the Illinois EPA for 93 Green Bay Road (Adoption)

Presenter: Kristin Kazenas, Assistant Village Manager and David Schoon, Community Development Director

Agenda Date: 05/18/21

Consent: ☑ YES ☐ NO

☐ Ordinance
☑ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

In 2001, the Village acquired the former G&W Auto Clinic at 93 Green Bay Road. Prior to the Village's purchase, the previous owner had removed several underground storage tanks from the site and obtained a "No Further Action" ("NFR") Letter from the Illinois Environmental Protection Agency (IEPA). In 2013, however, during construction of an intersection improvement at Winnetka Avenue and Green Bay Road, the Village discovered several additional buried tanks on the site. The Village engaged two environmental consultants, one (Mankoff Industries) to remove the tanks and contaminated soil and to identify the extent of remaining contamination, and a second (True North Consultants) to develop a corrective action plan and to obtain an updated NFR Letter for the site. At present, the bulk of the contaminated soil was removed from the site, however the contamination plume extends into both the Winnetka Avenue and Green Bay Road rights-of-way adjacent to the site.

Executive Summary:

The limits of the contamination plume are shown in Attachment #1. Illinois environmental regulations allow contaminated soil to remain in place in some instances, if concentrations of the contaminants are sufficiently low in the remaining soil; however, these regulations also require the property owner to undertake actions, called institutional controls, to protect public health and safety. These institutional controls include:

1) Enter into a Highway Authority Agreement with the Illinois Department of Transportation (IDOT) that would set forth requirements for the Village to assume responsibility for certain future expenses and obligations associated with the contaminated soil underneath Green Bay Road. The agreement is currently being developed by staff in conjunction with IDOT and will be presented to the Village Council at a future meeting for discussion and approval. It should be noted that Highway Authority Agreements are sufficiently common that both IDOT and the IEPA have similar boilerplate language for such agreements.

2) Provide an engineered barrier on-site to prevent escape of, or inadvertent contact with, contaminated soils. The proposed barriers will consist of future building foundation and/or paved surface hardscapes (i.e. concrete or asphalt) to eliminate the soil ingestion and soil inhalation exposure routes.

3) Enter into a Highway Authority Agreement Memorandum of Agreement (HAA MOA) between the Village and the IEPA, for the Winnetka Avenue right-of-way (owned by the Village). The HAA MOA needs to shall match the form and contain the same substance as the IEPA boilerplate language.

The Village's environmental consultant, True North Consultants, has ascertained that the concentrations in the plume in the Winnetka Avenue right-of-way are sufficiently low to allow the soil to remain in place. In order to do this, however, the Village must enter a Highway Authority Agreement Memorandum of Agreement (MOA) with the IEPA.

Executive Summary (continued):

The MOA commits the owner of the impacted right-of-way (in this case the Village), to certain actions intended to reduce the risk of contact with the contaminated soil. These actions are shown in the agreement in Attachment #3 and include:

- The Village agrees to prohibit within the right-of-way all potable and domestic uses of groundwater exceeding Tier I residential remediation objectives;
- The Village further agrees to limit access by itself and others to soil within the right-of-way exceeding Tier I residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access;
- The Village would still be able to conduct construction and maintenance operations in the Right-of-Way, or allow others to do the same by permit;
- The Village and others using or working in the Right-of-way under permit have the right to remove soil or groundwater from the Right-of-way and dispose of the same in accordance with applicable environmental laws and regulations;
- The Village agrees to issue all permits for work in the Right-of-way, and to notify permittees working in the Right-of-way of the presence of impacted soils and the work requirements associated with them; and
- The Village must notify the IEPA of any transfer of jurisdiction over the Right-of-way at least 30 days prior to the date the transfer takes effect.

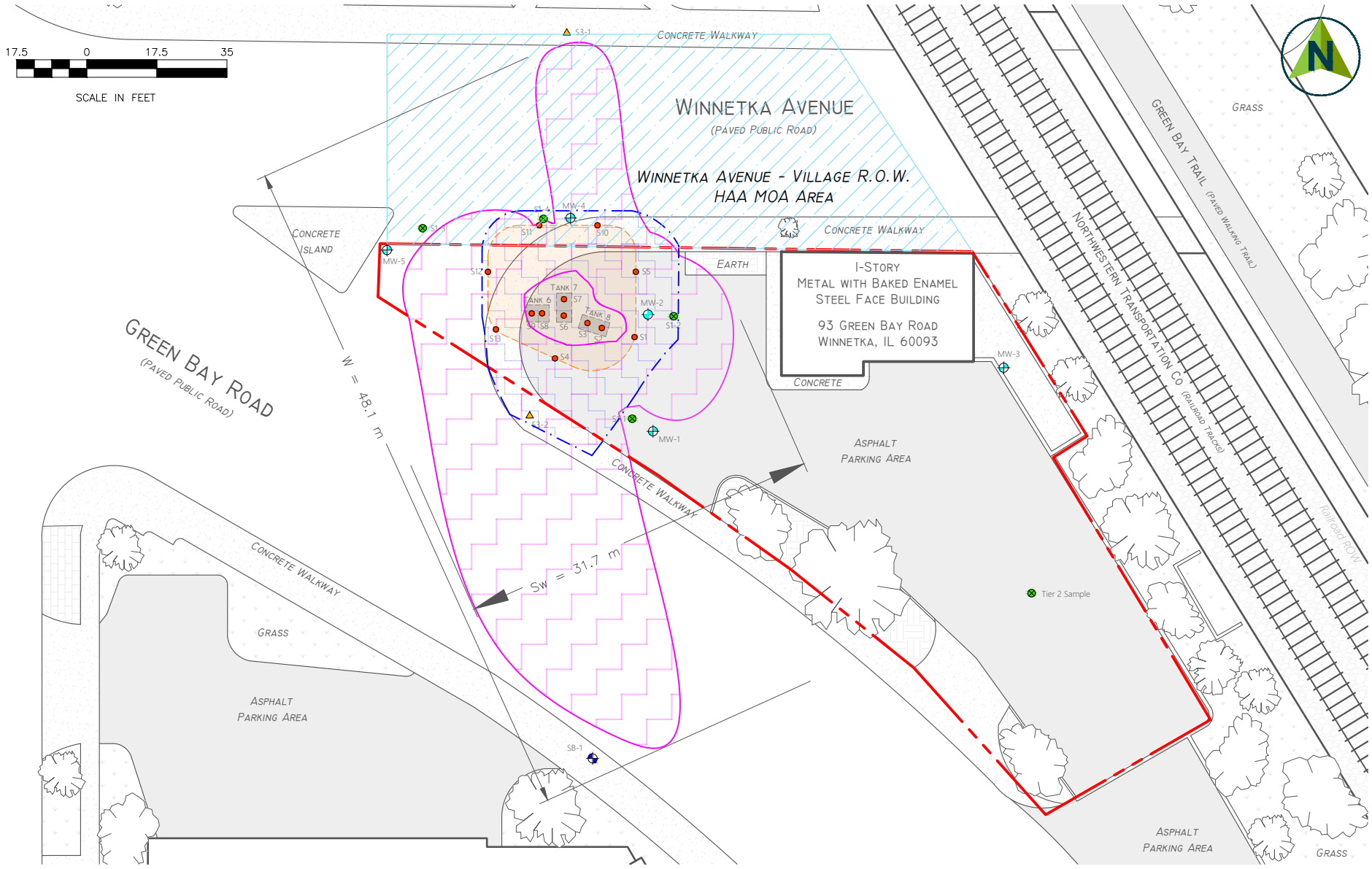
Resolution No. R-55-2021 approves the proposed Highway Authority Agreement Memorandum of Agreement with the IEPA.

Recommendation:

Consider adoption of Resolution No. R-55-2021, approving a Memorandum of Agreement between the Illinois Environmental Protection Agency and the Village of Winnetka for the property at 93 Green Bay Road.

Attachments:

1) Limits of contamination plume
2) Resolution No. R-55-2021
3) Highway Authority Memorandum of Agreement, with Exhibits



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Site Name	Former G&W Auto Clinic 93 Green Bay Road Winnetka, Illinois 60093
Client	Village of Winnetka 510 Green Bay Road Winnetka, Illinois 60093

Drawing Title	Proposed Highway Authority Agreement Area Map
Date	01/06/2021
Scale	1" = 35'
Drawn By	AMK
Project No.	TN #TII9506

Legend

- Approximate Property Boundary
- 2019 Soil Boring Location
- 2013 Monitoring Well Location
- Approximate Location of Former USTs
- 2013 Soil Boring Location
- 2013 Early Action Soil Sample Location
- 2015 Stage 3 Soil Boring Location
- UST Early Action Excavation Area
- Estimated Extent of Tier I SRO Exceedances
- Proposed Highway Authority Agreement Area
- SCOG Tier II Assessment - Class I GRO Exceedance Area

Figure 4

ATTACHMENT 1

R-55-2021

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE VILLAGE OF WINNETKA FOR THE PROPERTY AT 93 GREEN BAY ROAD

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 owns a parcel of real property that is the former site of the G&W Auto Clinic and commonly known as 93 Green Bay Road, Winnetka, Illinois ("***Property***"); and

WHEREAS, the Illinois Environmental Protection Agency ("***IEPA***") has determined that as a result of one or more releases of contaminants from underground storage tanks that the Village discovered on, and removed from, the Property, soil contamination at the Property exceeds the Tier I residential remediation objectives of the Illinois Administrative Code; and

WHEREAS, the Village has been working with IEPA to complete a corrective action plan for the Property which requires, in part, that the Village enter into a Highway Authority Agreement Memorandum of Agreement with IEPA ("***Memorandum of Agreement***") concerning the prevention of the use of groundwater beneath the Winnetka Avenue right-of-way ("***Winnetka Avenue ROW***") for potable or domestic water, and the limitation of access to soil within the Winnetka Avenue ROW; and

WHEREAS, the Village President and the Village Council have determined that entering into the Memorandum of Agreement with IEPA 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 hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF MEMORANDUM OF AGREEMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Memorandum of Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE MEMORANDUM OF AGREEMENT. The Village Council hereby authorizes and directs, pursuant to the Village's home rule power, the Village President, the Village Clerk, and the Village's Director of Engineering to execute and seal, on behalf of the Village, the final Memorandum of Agreement between the Village and IEPA.

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

ADOPTED this 18th day of May, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

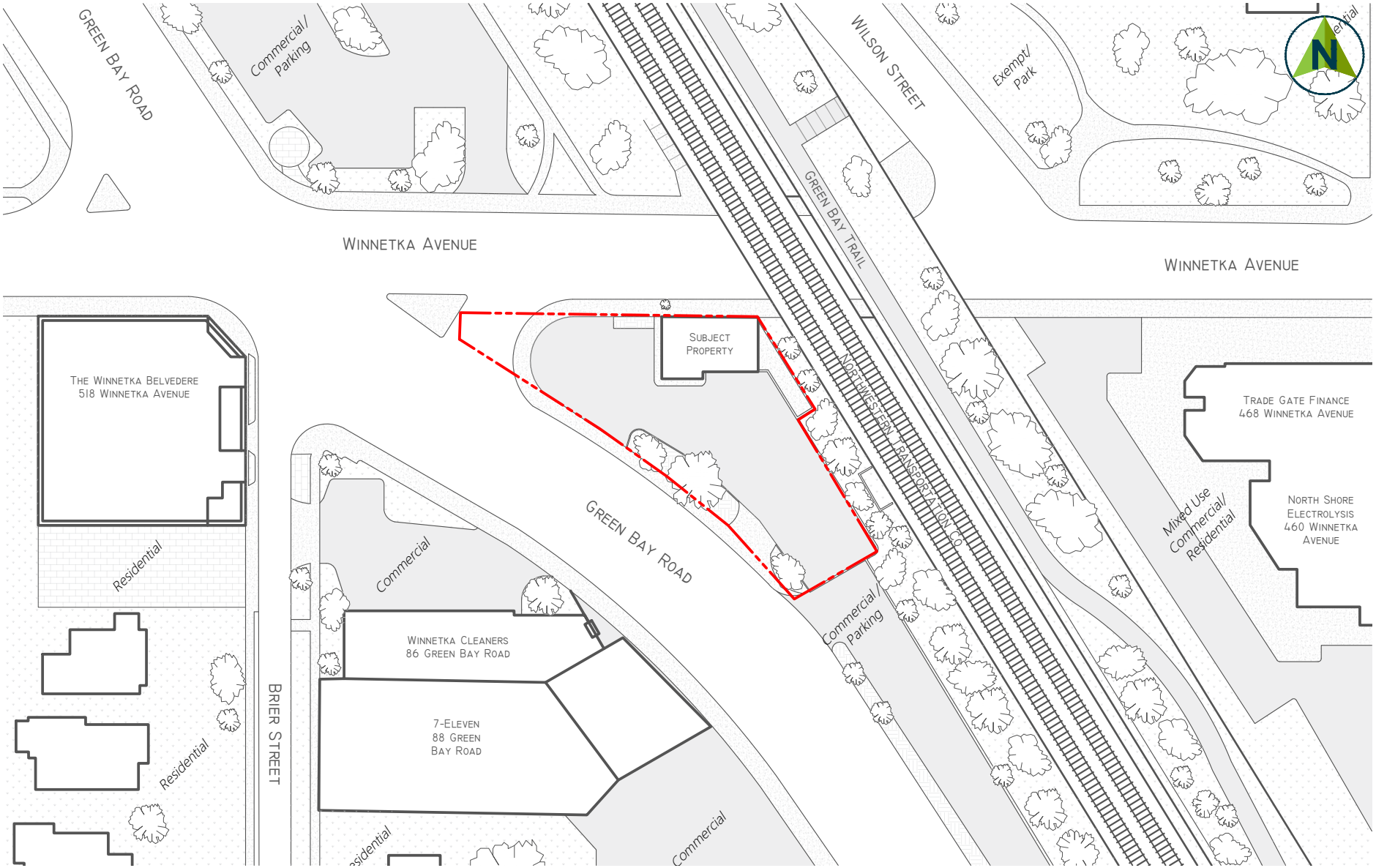
Village Clerk

EXHIBIT A

MEMORANDUM OF AGREEMENT

EXHIBIT A

Figures



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Site Name	Former G&W Auto Clinic 93 Green Bay Road Winnetka, Illinois 60093
Client	Village of Winnetka 510 Green Bay Road Winnetka, Illinois 60093

Drawing Title	Site Location and Surrounding Land Use Map
Date	01/06/2021
Scale	1" = 70'
Drawn By	AMK
Project No.	TN #TII9506

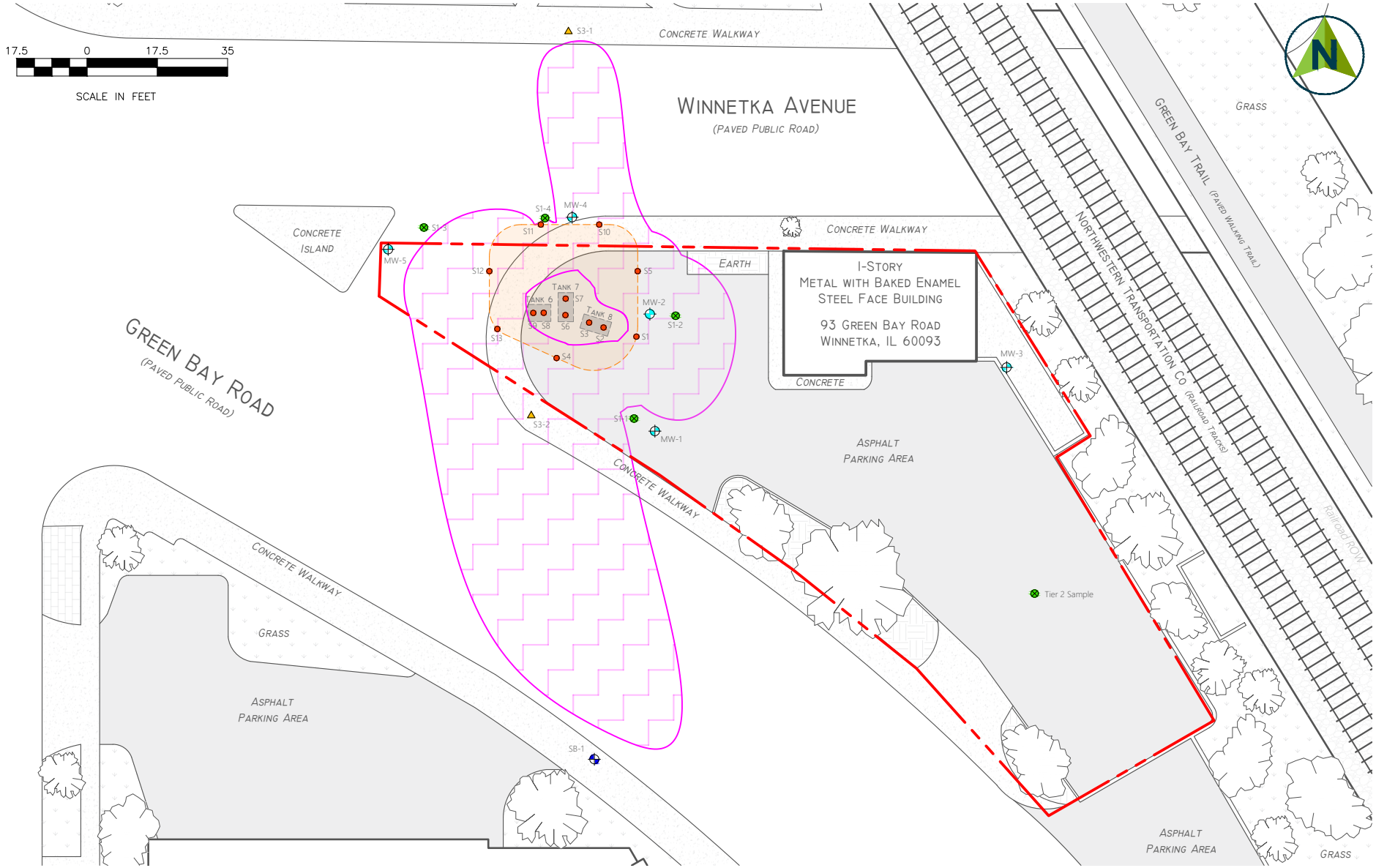
Legend

Approximate Property Boundary

35 0 35 70

SCALE IN FEET

Figure 1



TRUE NORTH CONSULTANTS
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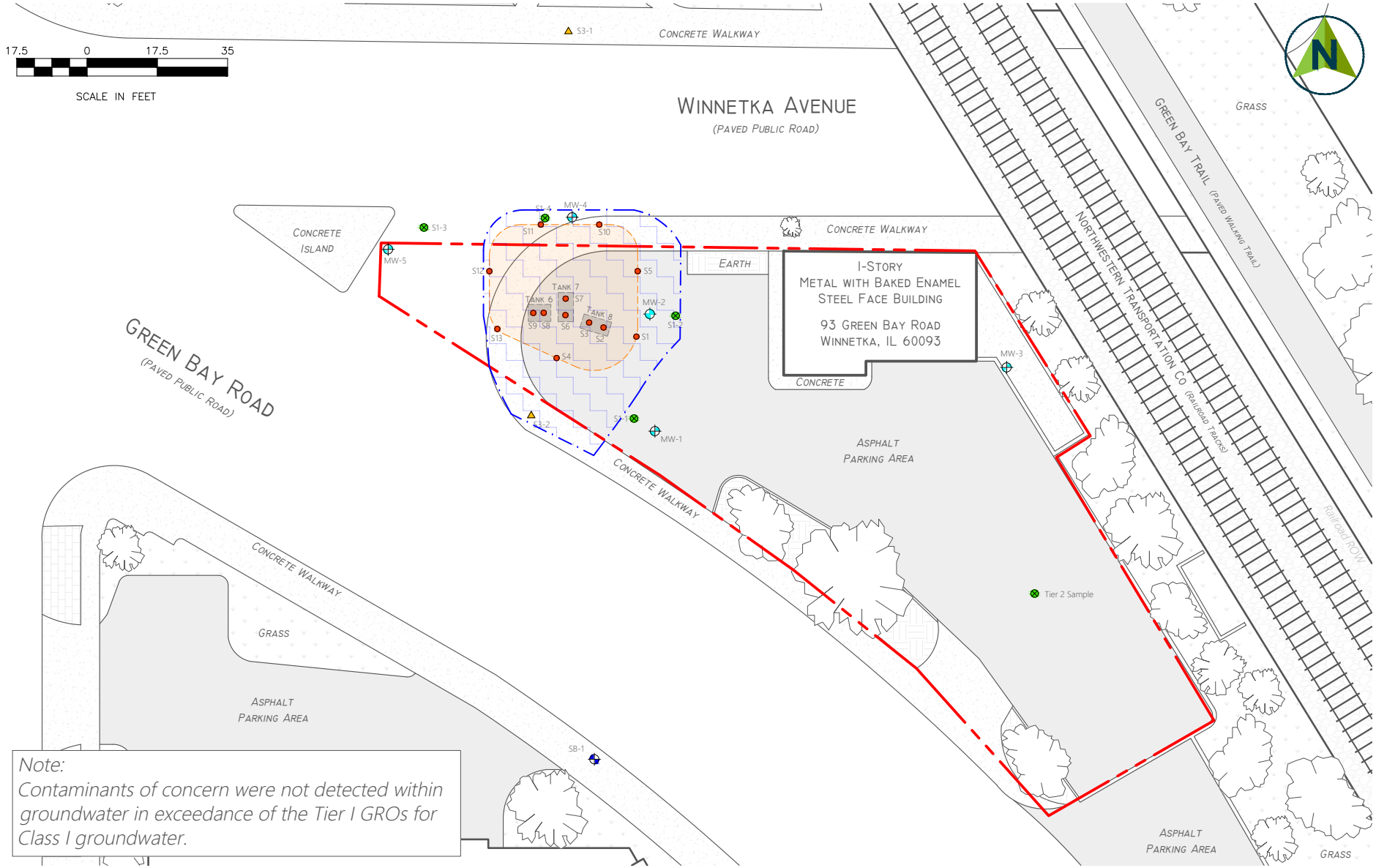
Site Name	Former G&W Auto Clinic 93 Green Bay Road Winnetka, Illinois 60093
Client	Village of Winnetka 510 Green Bay Road Winnetka, Illinois 60093

Drawing Title	Estimated Soil Impact Area
Date	01/06/2021
Scale	1" = 35'
Drawn By	AMK
Project No.	TN #TII9506

Legend

- Approximate Property Boundary
- Approximate Location of Former USTs
- UST Early Action Excavation Area
- Estimated Extent of Tier I SRO Exceedances
- 2019 Soil Boring Location
- 2013 Soil Boring Location
- 2015 Stage 3 Soil Boring Location
- 2013 Monitoring Well Location
- 2013 Early Action Soil Sample Location

Figure 2



TRUE NORTH CONSULTANTS
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Site Name	Former G&W Auto Clinic 93 Green Bay Road Winnetka, Illinois 60093
Client	Village of Winnetka 510 Green Bay Road Winnetka, Illinois 60093

Drawing Title	SCOG Tier II Assessment - Class I GRO Exceedance Map
Date	01/06/2021
Scale	1" = 35'
Drawn By	AMK
Project No.	TN #TII9506

Legend

- Approximate Property Boundary
- Approximate Location of Former USTs
- UST Early Action Excavation Area
- SCOG Tier II Assessment - Class I GRO Exceedance Area
- 2019 Soil Boring Location
- 2013 Soil Boring Location
- 2013 Monitoring Well Location
- 2013 Early Action Soil Sample Location
- 2015 Stage 3 Soil Boring Location

Figure 3

EXHIBIT B

Tables

TABLE I

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	SI	S2	S3	S4	S5
							Sample Date	6/II/2013	6/II/2013	6/II/2013	6/II/2013	6/II/2013
							PID	--	--	--	--	--
							Depth	5	9	9	5	5
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	--	--	--	--	--
Benzene	I2	0.8	0.03	0.17	2300	2.2		**0.92[bc]**	‹ 0.024	‹ 0.024	**6.3[bce]**	**23.5[abce]**
Ethylbenzene	7800	400	I3	I9	20000	58		0.088	‹ 0.06	‹ 0.059	I.I	**6I.I[ce]**
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.059	‹ 0.06	‹ 0.059	‹ 0.059	**‹ I.23[c]**
Toluene	I6000	650	I2	29	410000	42		‹ 0.059	‹ 0.06	‹ 0.059	0.I7	‹ I.2
Xylenes (total)	I6000	320	I50	I50	41000	5.6		0.56	‹ 0.I8	‹ 0.I8	0.93	**II0[e]**

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

I denotes an elevated method detection limit

-- Information not available

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	S6	S7	S8	S9	S10
							Sample Date	6/II/2013	6/II/2013	6/II/2013	6/II/2013	6/II/2013
							PID	--	--	--	--	--
							Depth	9	9	9	9	5
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	--	--	--	--	--
Benzene	I2	0.8	0.03	0.17	2300	2.2		‹ 0.024	‹ 0.023	‹ 0.023	‹ 0.024	**0.14[c]**
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.059	‹ 0.059	‹ 0.058	‹ 0.059	0.076
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.0588	‹ 0.0586	‹ 0.0584	‹ 0.0593	‹ 0.06I3
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.059	‹ 0.059	‹ 0.058	‹ 0.059	‹ 0.06I
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		‹ 0.I8	‹ 0.I8	‹ 0.I8	‹ 0.I8	‹ 0.I8

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

I denotes an elevated method detection limit

-- Information not available

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	SII	SI2	SI3	SI-I	SI-I
							Sample Date	6/II/2013	6/II/2013	6/II/2013	II/22/2013	II/22/2013
							PID	--	--	--	75	0
							Depth	5	5	5	3	I0
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	--	--	--	Silty Clay	Silty Clay
Benzene	I2	0.8	0.03	0.17	2300	2.2		**‹ 0.03I[c]**	**4.0[bce]**	**4.6[bce]**	‹ 0.025	‹ 0.023
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.059	0.42	0.46	‹ 0.063	‹ 0.059
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.0590	‹ 0.II9	‹ 0.0595	‹ 0.063	‹ 0.059
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.059	‹ 0.I2	0.I4	‹ 0.063	‹ 0.059
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		‹ 0.I8	I.5	0.54	‹ 0.I9	‹ 0.I8

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

I denotes an elevated method detection limit

-- Information not available

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	SI-I	SI-I	SI-I	SI-I	SI-2
							Sample Date	II/22/2013	II/22/2013	II/22/2013	II/22/2013	II/22/2013
							PID	0	0	0	0	>9999
							Depth	I5	20	25	30	3
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Clay	Silty Clay	Silty Clay	Silty Clay	Silty Clay
Benzene	I2	0.8	0.03	0.I7	2300	2.2		‹ 0.024	‹ 0.024	‹ 0.024	‹ 0.024	**‹ 0.059[c]**
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.059	‹ 0.059	‹ 0.06	‹ 0.06	I.2
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.059	‹ 0.059	‹ 0.06	‹ 0.06	‹ 0.I5
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.059	‹ 0.059	‹ 0.06	‹ 0.06	‹ 0.I5
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		‹ 0.I8	‹ 0.I8	‹ 0.I8	‹ 0.I8	I.3

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[l] denotes an elevated method detection limit

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	SI-2	SI-2	SI-2	SI-2	SI-2
							Sample Date	II/22/2013	II/22/2013	II/22/2013	II/22/2013	II/22/2013
							PID	5	4	0	0	0
							Depth	I0	I5	20	25	30
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Clay	Silty Clay	Silty Clay	Silty Clay	Silty Clay
Benzene	I2	0.8	0.03	0.I7	2300	2.2		‹ 0.023	‹ 0.023	‹ 0.024	‹ 0.024	‹ 0.024
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.058	‹ 0.059	‹ 0.06	‹ 0.059	‹ 0.06
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.058	‹ 0.059	‹ 0.06	‹ 0.059	‹ 0.06
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.058	‹ 0.059	‹ 0.06	‹ 0.059	‹ 0.06
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		‹ 0.I7	‹ 0.I8	‹ 0.I8	‹ 0.I8	‹ 0.I8

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[l] denotes an elevated method detection limit

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	SI-3	SI-3	SI-3	SI-4	SI-4
							Sample Date	II/26/2013	II/26/2013	II/26/2013	II/26/2013	II/26/2013
							PID	0	0	0	0	0
							Depth	3	I0	I3	3	I0
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Gravel	Silty Clay	Silty Clay	Silty Gravel	Silty Gravel
Benzene	I2	0.8	0.03	0.I7	2300	2.2		‹ 0.022	‹ 0.024	‹ 0.024	‹ 0.022	‹ 0.023
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.055	‹ 0.059	‹ 0.059	‹ 0.055	‹ 0.058
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.055	‹ 0.059	‹ 0.059	‹ 0.055	‹ 0.058
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.055	‹ 0.059	‹ 0.059	‹ 0.055	‹ 0.058
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		‹ 0.I6	‹ 0.I8	‹ 0.I8	‹ 0.I7	‹ 0.I8

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[l] denotes an elevated method detection limit

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	MW-I	MW-I	MW-I	MW-I	MW-I
							Sample Date	II/23/2013	II/23/2013	II/23/2013	II/23/2013	II/23/2013
							PID	20	5	75	5	0
							Depth	3	I0	I5	20	25
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Clay	Silty Clay	Silty Clay	Silty Clay	Silty Clay
Benzene	I2	0.8	0.03	0.I7	2300	2.2		‹ 0.023	‹ 0.023	‹ 0.024	‹ 0.023	‹ 0.024
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.058	‹ 0.058	‹ 0.059	‹ 0.057	‹ 0.06
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.058	‹ 0.058	‹ 0.059	‹ 0.057	‹ 0.06
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.058	‹ 0.058	‹ 0.059	‹ 0.057	‹ 0.06
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		‹ 0.I7	‹ 0.I7	‹ 0.I8	‹ 0.I7	‹ 0.I8

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[l] denotes an elevated method detection limit

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	MW-2	MW-2	MW-2	MW-2	MW-2
							Sample Date	II/23/2013	II/23/2013	II/23/2013	II/23/2013	II/23/2013
							PID	I00	0	0	20	0
							Depth	3	I0	I5	20	25
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Clay	Silty Clay	Silty Clay	Silty Clay	Silty Clay
Benzene	I2	0.8	0.03	0.I7	2300	2.2		**0.044[c]**	‹ 0.023	‹ 0.023	‹ 0.024	‹ 0.023
Ethylbenzene	7800	400	I3	I9	20000	58		0.II	‹ 0.058	‹ 0.058	‹ 0.059	‹ 0.058
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.06	‹ 0.058	‹ 0.058	‹ 0.059	‹ 0.058
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.06	‹ 0.058	‹ 0.058	‹ 0.059	‹ 0.058
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		0.22	‹ 0.I7	‹ 0.I7	‹ 0.I8	‹ 0.I8

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

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All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[l] denotes an elevated method detection limit

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	MW-2	MW-3	MW-3	MW-3	MW-3
							Sample Date	II/22/20I3	II/25/20I3	II/25/20I3	II/25/20I3	II/25/20I3
							PID	0	0	0	0	0
							Depth	30	3	I0	I5	20
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Clay	Silty Clay	Silty Clay	Silty Clay	Silty Clay
Benzene	I2	0.8	0.03	0.I7	2300	2.2		‹ 0.024	‹ 0.023	‹ 0.023	‹ 0.023	‹ 0.023
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.06	‹ 0.057	‹ 0.058	‹ 0.059	‹ 0.058
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.06	‹ 0.057	‹ 0.058	‹ 0.059	‹ 0.058
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.06	‹ 0.057	‹ 0.058	‹ 0.059	‹ 0.058
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		‹ 0.I8	‹ 0.I7	‹ 0.I8	‹ 0.I8	‹ 0.I7

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

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NE = No remediation objective established by the IEPA for this constituent

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Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/20I3 - 06/03/20I5
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	MW-3	MW-3	MW-4	MW-4	MW-4
							Sample Date	II/25/2013	II/25/2013	II/25/2013	II/25/2013	II/25/2013
							PID	0	0	0	I50	0
							Depth	25	30	3	I0	I5
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Clay	Silty Clay	Gravel	Silty Clay	Silty Clay
Benzene	I2	0.8	0.03	0.I7	2300	2.2		‹ 0.024	‹ 0.023	‹ 0.022	**4**[bce]	‹ 0.024
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.059	‹ 0.058	‹ 0.056	0.I8	‹ 0.059
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.059	‹ 0.058	‹ 0.056	‹ 0.058	‹ 0.059
Toluene	I6000	650	I2	29	4I0000	42		‹ 0.059	‹ 0.058	‹ 0.056	0.I4	‹ 0.059
Xylenes (total)	I6000	320	I50	I50	4I000	5.6		‹ 0.I8	‹ 0.I7	‹ 0.I7	I.6	‹ 0.I8

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[l] denotes an elevated method detection limit

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/2013 - 06/03/2015
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	MW-5	MW-5	MW-5	S3-I	S3-I
							Sample Date	II/25/2013	II/25/2013	II/25/2013	6/3/2015	6/3/2015
							PID	0	0	0	0	0
							Depth	3	I0	I5	3	I0
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Gravel	Silty Clay	Silty Clay	Silty Clay	Silty Clay
Benzene	I2	0.8	0.03	0.17	2300	2.2		‹ 0.022	‹ 0.024	‹ 0.024	‹ 0.025	‹ 0.024
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.055	‹ 0.06	‹ 0.059	‹ 0.062	‹ 0.059
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.055	‹ 0.06	‹ 0.059	‹ 0.062	‹ 0.059
Toluene	I6000	650	I2	29	410000	42		‹ 0.055	‹ 0.06	‹ 0.059	‹ 0.062	‹ 0.059
Xylenes (total)	I6000	320	I50	I50	41000	5.6		‹ 0.17	‹ 0.18	‹ 0.18	‹ 0.19	‹ 0.18

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[l] denotes an elevated method detection limit

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE I (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/2013 - 06/03/2015
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	S3-1	S3-2	S3-2	S3-2	
							Sample Date	6/3/2015	6/3/2015	6/3/2015	6/3/2015	
							PID	0	--	--	--	
							Depth	15	3	10	15	
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Clay	Silty Clay	Silty Clay	Silty Clay	
Benzene	12	0.8	0.03	0.17	2300	2.2		‹ 0.023	**0.14[c]**	‹ 0.023	‹ 0.023	
Ethylbenzene	7800	400	13	19	20000	58		‹ 0.058	0.25	‹ 0.058	‹ 0.058	
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	140		‹ 0.058	‹ 0.059	‹ 0.058	‹ 0.058	
Toluene	16000	650	12	29	410000	42		‹ 0.058	‹ 0.059	‹ 0.058	‹ 0.058	
Xylenes (total)	16000	320	150	150	41000	5.6		‹ 0.17	‹ 0.18	‹ 0.18	‹ 0.17	

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[l] denotes an elevated method detection limit

-- Information not available

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE 2

Summary of Historical Soil Analytical Results - ETS Investigations

Lead

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/2013 - II/25/2013
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 9045C, 3050B/6020,9010B/9014,3060/7196A

Contaminant of Concern	Counties within MSA Background	Residential Soil Remediation Objectives		Construction Worker Remediation Objectives		Sample ID	SI	S2	S3	S4	S5
						Sample Date	6/II/2013	6/II/2013	6/II/2013	6/II/2013	6/II/2013
						pH	NA	NA	8.2	NA	NA
						Depth	5	9	9	5	5
		ING[a]	INH[b]	ING[c]	INH[d]	Soil Type	--	--	--	--	--
Arsenic	I3	I3	750	6I	25000						
Barium	II0	5500	690000	I4000	870000						
Cadmium	0.6	78	I800	200	59000						
Chromium Total	I6.2	230	270	4I00	690						
Lead	36	400	NE	700	NE		7.3	8.2	7.I	7.0	I2.4
Mercury	0.06	23	I0	6I	0.I						
Selenium	0.48	390	NE	I000	NE						
Silver	0.55	390	NE	I000	NE						

Notes:

ING - Ingestion Value

INH - Inhalation Value

All data reported in milligrams per kilogram (mg/kg).

‹ = Analyte not detected (i.e. less than RL or MDL)

NE = No remediation objective established by the IEPA for this constituent.

NA = This constituent was not analyzed.

[1] denotes compounds that have been identified as an exceedance due to the Acceptable Detection Limit exceeds the Regulatory Standard.

[2] denotes a different method detection limit

[3] denotes compounds that have been identified above applicable background concentrations but below the most stringent pH-adjusted remedial objectives (35 IAC 742: Appendix B, Table C)

-- Information not available

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] construction worker ingestion exceedence

[d] construction worker inhalation exceedence

[e] pH-adjusted soil component of groundwater ingestion exceedence

TRUENORTH CONSULTANTS

TABLE 2 (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Lead

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/2013 - II/25/2013
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 9045C, 3050B/6020,9010B/9014,3060/7196A

Contaminant of Concern	Counties within MSA Background	Residential Soil Remediation Objectives		Construction Worker Remediation Objectives		Sample ID	S6	S7	S8	S9	S10
						Sample Date	6/II/2013	6/II/2013	6/II/2013	6/II/2013	6/II/2013
						pH	NA	NA	NA	NA	NA
						Depth	9	9	9	9	5
		ING[a]	INH[b]	ING[c]	INH[d]	Soil Type	--	--	--	--	--
Arsenic	I3	I3	750	6I	25000						
Barium	II0	5500	690000	I4000	870000						
Cadmium	0.6	78	I800	200	59000						
Chromium Total	I6.2	230	270	4I00	690						
Lead	36	400	NE	700	NE		6.7	6.8	7.I	6.8	9.0
Mercury	0.06	23	I0	6I	0.I						
Selenium	0.48	390	NE	I000	NE						
Silver	0.55	390	NE	I000	NE						

Notes:

ING - Ingestion Value

INH - Inhalation Value

All data reported in milligrams per kilogram (mg/kg).

‹ = Analyte not detected (i.e. less than RL or MDL)

NE = No remediation objective established by the IEPA for this constituent.

NA = This constituent was not analyzed.

[1] denotes compounds that have been identified as an exceedance due to the Acceptable Detection Limit exceeds the Regulatory Standard.

[2] denotes a different method detection limit

[3] denotes compounds that have been identified above applicable background concentrations but below the most stringent pH-adjusted remedial objectives (35 IAC 742: Appendix B, Table C)

-- Information not available

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] construction worker ingestion exceedence

[d] construction worker inhalation exceedence

[e] pH-adjusted soil component of groundwater ingestion exceedence

TRUENORTH CONSULTANTS

TABLE 2 (continued)

Summary of Historical Soil Analytical Results - ETS Investigations

Lead

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 06/II/2013 - II/25/2013
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Soil

Analytical Method: EPA Method 9045C, 3050B/6020,9010B/9014,3060/7196A

Contaminant of Concern	Counties within MSA Background	Residential Soil Remediation Objectives		Construction Worker Remediation Objectives		Sample ID	SII	SI2	SI3		
						Sample Date	6/II/2013	6/II/2013	6/II/2013		
						pH	NA	NA	NA		
						Depth	5	5	5		
		ING[a]	INH[b]	ING[c]	INH[d]	Soil Type	--	--	--		
Arsenic	I3	I3	750	6I	25000						
Barium	II0	5500	690000	I4000	870000						
Cadmium	0.6	78	I800	200	59000						
Chromium Total	I6.2	230	270	4I00	690						
Lead	36	400	NE	700	NE		7.9	7.5	5.5		
Mercury	0.06	23	I0	6I	0.I						
Selenium	0.48	390	NE	I000	NE						
Silver	0.55	390	NE	I000	NE						

Notes:

ING - Ingestion Value

INH - Inhalation Value

All data reported in milligrams per kilogram (mg/kg).

‹ = Analyte not detected (i.e. less than RL or MDL)

NE = No remediation objective established by the IEPA for this constituent.

NA = This constituent was not analyzed.

[1] denotes compounds that have been identified as an exceedance due to the Acceptable Detection Limit exceeds the Regulatory Standard.

[2] denotes a different method detection limit

[3] denotes compounds that have been identified above applicable background concentrations but below the most stringent pH-adjusted remedial objectives (35 IAC 742: Appendix B, Table C)

-- Information not available

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] construction worker ingestion exceedence

[d] construction worker inhalation exceedence

[e] pH-adjusted soil component of groundwater ingestion exceedence

TRUENORTH CONSULTANTS

TABLE 3

Summary of Soil Analytical Results - True North Consultants, Inc. Investigation

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX)

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: II/I4/2019
LABORATORY: PDC Laboratories, Inc.
MATRIX: Soil

Analytical Method: EPA Method 5035A/8260B

Contaminant of Concern	Residential Soil Remediation Objectives				Construction Worker Remediation Objectives		Sample ID	SB-I-5	SB-I-10			
							Sample Date	II/I4/2019	II/I4/2019			
							PID	0.0	0.0			
							Depth	2.5	7.5			
	ING[a]	INH[b]	SCOG[c] Class I	SCOG[c] Class II	ING[d]	INH[e]	Soil Type	Silty Clay	Silty Clay			
Benzene	I2	0.8	0.03	0.17	2300	2300		‹ 0.00448	‹ 0.00504			
Ethylbenzene	7800	400	I3	I9	20000	58		‹ 0.00448	‹ 0.00504			
Methyl tertiary-butyl ether	780	8800	0.32	0.32	2000	I40		‹ 0.00448	‹ 0.00504			
Toluene	I6000	650	I2	29	410000	42		‹ 0.00448	‹ 0.00504			
Xylenes (total)	I6000	320	I50	I50	41000	5.6		‹ 0.0134	‹ 0.0151			

Notes:

SCOG - Soil Component of the Groundwater Ingestion Exposure Route

ING - Ingestion Value

INH - Inhalation Value

‹ = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed

NE = No remediation objective established by the IEPA for this constituent

[I] denotes an elevated method detection limit

Exposure Route Exceedences:

Bold indicates an exceedance in the referenced criteria.

[a] ingestion exceedence

[b] inhalation exceedence

[c] soil migration to groundwater exceedence

[d] construction worker ingestion exceedence

[e] construction worker inhalation exceedence

[f] C_{sat} exceedence

TRUE NORTH CONSULTANTS

TABLE 4

Summary of Historical Groundwater Analytical Results - ETS Investigations

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX) & MTBE

CLIENT: Village of Winnetka
SITE: Former G&W Auto Clinic
PROJECT NUMBER: TII9506

SAMPLE DATE: 12/16/2013
LABORATORY: Pace Analytical Services, Inc.
MATRIX: Groundwater

Analytical Method: EPA Method 8260B

Contaminant of Concern	Class I Groundwater Ingestion Remediation Objectives	Residential Indoor Inhalation Remediation Objectives (Diffusion & Advection)	Sample ID	MW-1	MW-2	MW-3	MW-4	MW-5
			Sample Date	12/16/2013	12/16/2013	12/16/2013	12/16/2013	12/16/2013
Benzene	**0.005**	**0.11**		< 0.001	< 0.001	< 0.001	< 0.001	< 0.001
Ethylbenzene	**0.7**	**0.37**		< 0.001	< 0.001	< 0.001	< 0.001	< 0.001
Methyl tertiary-butyl ether	**0.07**	**1900**		< 0.001	< 0.001	< 0.001	< 0.001	< 0.001
Toluene	**1**	**530**		< 0.001	< 0.001	< 0.001	< 0.001	< 0.001
Xylenes (total)	**10**	**30**		< 0.003	< 0.003	< 0.003	< 0.003	< 0.003

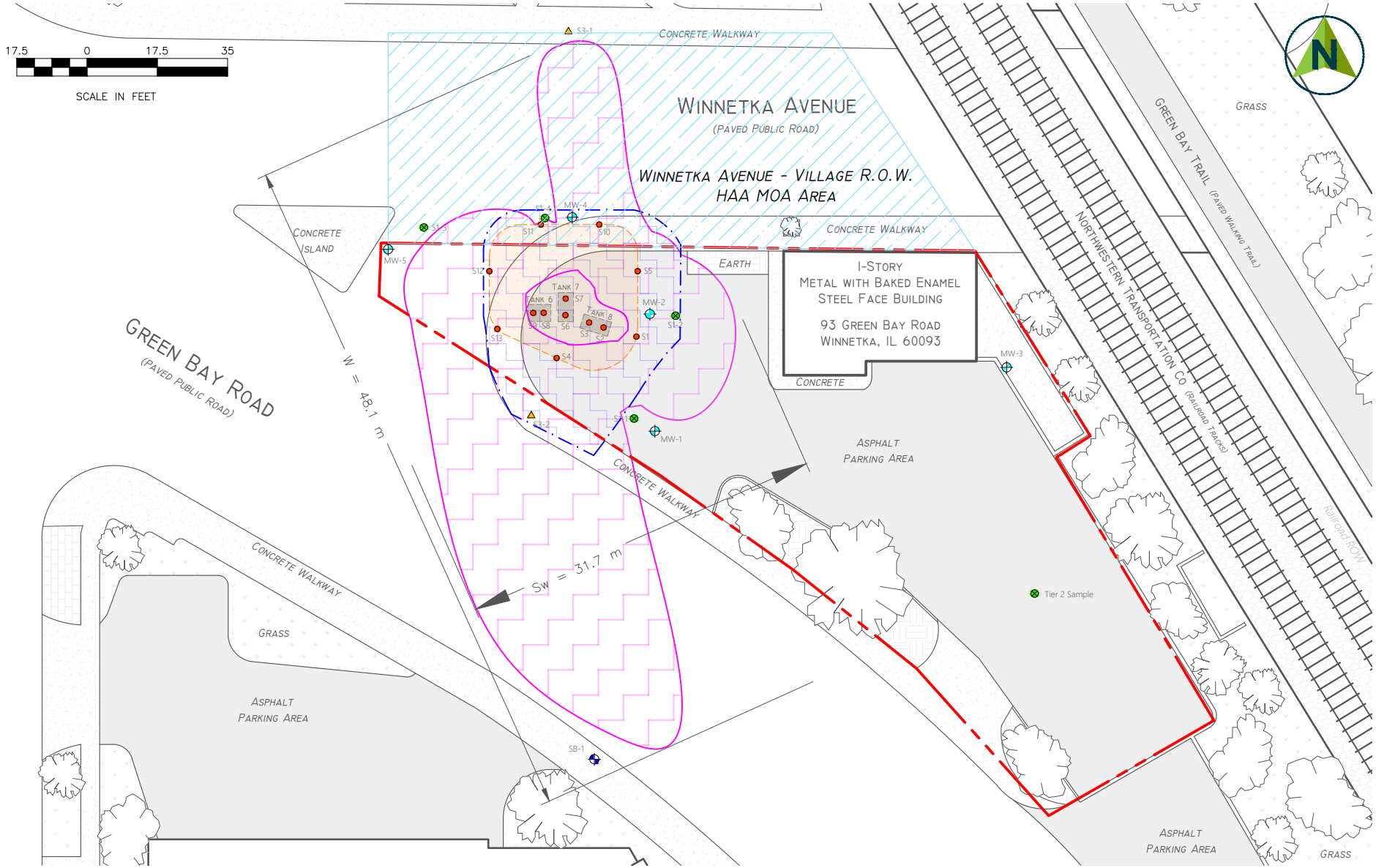
Notes:
< = Analyte not detected (i.e. less than RL or MDL)
All data reported in milligrams per liter (mg/L) unless otherwise noted.
NA = This constituent was not analyzed.
NE = No remediation objective established by the IEPA for this constituent.

Exposure Route Exceedances:
Bold/Shading indicates an exceedance in the referenced criteria.
[a] Class I groundwater exceedance
[b] Class II groundwater exceedance
[c] Indoor Inhalation exceedance

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EXHIBIT C

HAA MOA Area Map



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Site Name	Former G&W Auto Clinic 93 Green Bay Road Winnetka, Illinois 60093
Client	Village of Winnetka 510 Green Bay Road Winnetka, Illinois 60093

Drawing Title	Proposed Highway Authority Agreement Area Map
Date	01/06/2021
Scale	1" = 35'
Drawn By	AMK
Project No.	TN #TII9506

Legend

- Approximate Property Boundary
- 2019 Soil Boring Location
- 2013 Monitoring Well Location
- Approximate Location of Former USTs
- 2013 Soil Boring Location
- 2013 Early Action Soil Sample Location
- 2015 Stage 3 Soil Boring Location
- UST Early Action Excavation Area
- Estimated Extent of Tier I SRO Exceedances
- Proposed Highway Authority Agreement Area
- SCOG Tier II Assessment - Class I GRO Exceedance Area

Figure 4

EXHIBIT D

Tier II Evaluation Technical Memorandum and Calculations

TRUE NORTH CONSULTANTS

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Naperville, IL 60563

O: 630.717.2880
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ConsultTrueNorth.com

January 06, 2021

RE: Tier II Evaluation – R26 Calculations
Former G&W Auto Clinic
93 Green Bay Road
Winnetka, Illinois 60093
True North Project No. T119506

On behalf of the Village of Winnetka (Village), True North Consultants, Inc. (True North), has prepared this Tier II Evaluation for Leaking UST Incident #2013-0630 associated with the Former G&W Auto Clinic property located at 93 Green Bay Road, in Winnetka, Cook County, Illinois (Site). The following Tier II Evaluation was initially submitted to the Illinois Environmental Protection Agency (IEPA) Leaking Underground Storage Tank (LUST) program for review and approval within a Corrective Action Plan (CAP) on May 18, 2020.

1. Tier II Evaluation

The objective of the Tier II evaluation is to evaluate the potential for exposure to sensitive receptors through prescribed modeling found in 742 Appendix C. Modeling includes the calculation of contaminant transport and mass limits using default and site-specific data to determine the potential for exposure above the Tier I soil and groundwater remediation objectives. Based on site-specific conditions and contaminant concentrations, the exposure routes evaluated may include soil ingestion, soil inhalation, and groundwater ingestion. The following discussion evaluates only those exposure pathways which have been deemed as potential sources of exposure according to the 742 Tier I Residential and Construction Worker exposure evaluation.

1.1. Soil Component of the Groundwater Ingestion Pathway Evaluation

In order to address the soil component to groundwater ingestion exposure pathway, remaining soil demonstrated to exceed the Tier I Residential values for benzene, ethylbenzene, and MTBE were modeled using RBCA Equation R15. Site variables associated with the groundwater resource and the extents of contamination were determined by on-Site testing and soil analytical data. In addition to the indicator contaminant analytical data collected throughout site investigation (SI) activities, site-specific parameters collected during the Stage I SI activities included soil bulk density, soil particle density, moisture content, organic carbon content, and hydraulic conductivity.

During the Stage I SI activities, ETS Environmental & Associates, LLC (ETS) advanced one soil boring (identified as “Tier 2 Sample”) in a non-impacted area of the subject property in order to collect a soil sample for evaluation of physical parameters in the Site soil. The physical parameter sample was collected approximately 133 feet southeast of the UST excavation area, from 4.0 – 5.0 feet bgs. The results of the soil sample indicated soil bulk density (ρ_b) of 1.79 g/cm^3, soil particle density (ρ_s) of 2.705 g/cm^3, moisture content (w) of 17.7%, and fractional organic carbon content (f_{oc}) of 0.0078 g/g, or 7,800 mg/kg. The laboratory reports for the physical parameter soil sample collected during

the Stage I SI activities are located in prior technical submittals to the IEPA LUST program including the ETS *Site Investigation Plan – Stage 3* report, dated March 13, 2014 and associated technical correspondence documents.

Following constructed well installation during the Stage I SI activities, ETS performed a slug test at monitoring well MW-2. The results indicated a hydraulic conductivity of 1.547 x 10^{-7} cm/sec. The reported hydraulic conductivity value is consistent with the predicted characteristics of silty clay according to the Unified Soil Classification System (USCS) and is considered representative of the geologic unit noted to contain the Tier I SRO exceedances. The hydraulic conductivity testing methods and results can be located in prior technical submittals, including the ETS *Site Investigation Plan – Stage 3* report, dated March 13, 2014.

Additionally, ETS collected groundwater elevation measurements at each monitoring well following monitoring well installations. As detailed in the prior submittals prepared by ETS, the groundwater level measurements collected at MW-4 and MW-5 were not used in the potentiometric surface interpretation or gradient calculation as the groundwater levels at these two wells were skewed compared to data and observations collected from each of the other wells and during drilling activities. The results of the groundwater level measurements indicate that the groundwater flow direction at the Site is to the northwest. A gradient for the groundwater resource was calculated using relative elevations of water levels. The gradient was determined based on the Stage I SI measurements which indicated a hydraulic gradient for the Site of 0.009 $^{feet}/_{foot}$ ($^{71.20' - 70.90'}/_{32'}$).

Point-specific plume measurements were extrapolated from Figure 4 for input into a modified SSL S17 and S18 equation. These measurements utilized as Tier II inputs are depicted on Figure 4. The resulting groundwater concentration was then used in the RBCA R26 equation to determine a compliance point at which the Class I and II GROs would be met. The distances from source boring locations to the compliance point are summarized in the table below. The complete calculations with their associated Site-specific variables are provided as an attachment to this report.

Sample Location	Contaminant	Contaminant Concentration (mg/kg)	Horizontal Migration Distance to Class I Compliance Point (feet)	Horizontal Migration Distance to Class II Compliance Point (feet)
Subsurface Soil Sample Locations				
S5	Benzene	*23.5*	*0.112*	*0.076*
S5	Ethylbenzene	*61.1*	*5.906E-3*	*4.593E-3*

Sample Location	Contaminant	Contaminant Concentration (mg/kg)	Horizontal Migration Distance to Class I Compliance Point (feet)	Horizontal Migration Distance to Class II Compliance Point (feet)
S5	MTBE	*1.23*	*9.186E-3*	*9.186E-3*
Surface Soil Sample Locations				
S3-2	Benzene	*0.14*	*0.013*	*Met at Sample Location*

Based on the results of modeling from the soil sample displaying the highest subsurface soil concentrations, soil boring sample S5, the remaining concentrations of subsurface soil concentrations of benzene, ethylbenzene, and MTBE do not migrate beyond the adjoining public rights-of-way identified as Green Bay Road and Winnetka Avenue. Additionally, the modeling from the soil sample displaying the highest surface soil concentrations, soil boring sample S3-2, the remaining concentrations of surface soil concentrations of benzene do not migrate beyond the adjoining public rights-of-way identified as Green Bay Road and Winnetka Avenue. The Tier II evaluation results, as summarized in the above table, indicate that contaminants are not modelled to migrate beyond a foot distance of the sample location. As these two samples contained the highest concentrations of the contaminants in subsurface and surface soil, the additional sample locations displaying soil component of groundwater ingestion (SCOG) exceedances also meet the Class I and Class II GRO compliance point at or in the immediate vicinity of the respective sample location.

Therefore, based on the provided site-specific conditions and 742 Tier II evaluation of the highest contaminant concentrations, the detected concentrations of contaminants remaining in soil will not lead to migration of the identified contaminants past the boundaries of the adjoining rights-of-way. The most conservative Tier II Evaluation was provided as represented by soil samples S5 and S3-2 which exhibit the highest concentrations of COCs in subsurface and surface soils, respectively. The horizontal migration distance for Class I GRO compliance of benzene, ethylbenzene, and MTBE at sample location S5 is 0.112 feet, 0.006 feet, and 0.009 feet, respectively. The horizontal migration distance for Class I GRO compliance of benzene at sample location S3-2 is 0.013 feet.

Project: Former GW Auto Clinic

Sample Location:	***S5***
Contaminant of Concern:	***Benzene***
Soil Type:	***Subsurface***
Hydraulic Conductivity:	$K = 1.547 \times 10^{-7} \cdot \frac{cm}{s}$
Hydraulic Gradient:	$i = 9 \times 10^{-3} \cdot \frac{m}{m}$
Site Specific Soil Concentration:	$C_{soil} = 23.5 \cdot \frac{mg}{kg}$
Source Width Perpendicular to Groundwater Flow Direction in Horizontal Plane:	$S_w = 31.7 \cdot m$
Source Width Perpendicular to Groundwater Flow Direction in Vertical Plane:	$S_d = 4.6 \cdot m$
Distance Along Centerline of Groundwater Plume Emanating from a Source in Direction of Flow: (Distance to Compliance Boundary)	$X1 = 15 \cdot m$
Soil pH: (Enter 0 if not analyzed)	$pH = 0$
Site Specific Fractional Organic Carbon: Represent total carbon results adjusted by factor of 0.58 or Default	$f_{oc} = 2 \times 10^{-3} \cdot \frac{gm}{gm}$

Return to TOC

Project: Former GW Auto Clinic

Modeled Constituent: Benzene

Sample Location: S5

Derived Groundwater Concentration From Soil Concentration Utilizing Modified S17 and S18

$C_{soil} = 23.5 \cdot \frac{mg}{kg}$

Soil Concentration

Site Specific

$H' = 0.23$

Henry's Law Constant

Chemical Specific

$K_{oc} = 50 \cdot \frac{L}{kg}$

Organic Carbon Partition Coefficient

Chemical or pH Specific

$DF := 20$

Default Appendix C Table B 742

$\theta_w = 0.3 \cdot \frac{L}{L}$

Water Filled Soil Porosity

Surface Soil (top 1 meter = 0.15
Subsurface Soil (below 1 meter) = 0.30 or
Gravel = 0.20
Sand = 0.18
Silt = 0.16
Clay = 0.17

$\theta_a = 0.13 \cdot \frac{L}{L}$

Air Filled Soil Porosity

Surface Soil (top 1 meter = 0.28
Subsurface Soil (below 1 meter) = 0.13 or
Gravel = 0.15
Sand = 0.14
Silt = 0.24
Clay = 0.19

$\rho_b = 1.5 \cdot \frac{kg}{L}$

Dry Soil Bulk Density

Default 1.5 or
Gravel = 2.0
Sand = 1.8
Silt = 1.6
Clay = 1.7

$f_{oc} = 2 \times 10^{-3} \cdot \frac{gm}{gm}$

Organic Carbon Content of Soil

Surface = 0.006
Subsurface = 0.002 or
Site Specific

$K_d = K_{oc} \cdot f_{oc}$ (or pH Specific Value)

$K_d = 0.1 \cdot \frac{cm^3}{gm}$ S19

$$C_w := \frac{C_{soil}}{K_d + \frac{\theta_w + \theta_a \cdot H'}{\rho_b}}$$

$C_w = 73.453 \cdot \frac{mg}{L}$ Modified S17

$$C_{source} := \frac{C_w}{DF}$$

$C_{source} = 3.673 \cdot \frac{mg}{L}$ Modified S18

$\Theta_T = 0.43 \cdot \frac{cm^3}{cm^3}$

Total Soil Porosity

0.43 or
Gravel =0.25
Sand = 0.32
Silt = 0.40
Clay = 0.36

$\lambda = 9 \times 10^{-4} \cdot day^{-1}$

First Order Degradation Constant

Chemical Specific

$K = 0.013 \cdot \frac{cm}{day}$

Hydraulic Conductivity

Site Specific

$i = 9 \times 10^{-3} \cdot \frac{cm}{cm}$

Hydraulic Gradient

Site Specific

$S_w = 3.17 \times 10^3 \cdot cm$

Source Width Perpendicular to Groundwater Flow Direction in Horizontal Plane

Site Specific

$S_d = 460 \cdot cm$

Source Width Perpendicular to Groundwater Flow Direction in Vertical Plane

Site Specific

Derivation = "Sd Equals thickness of contaminated soil layer"

$\alpha_x(X) := (0.10 \cdot X)$ Equation R16

$$\alpha_y(X) := \frac{\alpha_x(X)}{3}$$ Equation R17

$$\alpha_z(X) := \frac{\alpha_x(X)}{20}$$ Equation R18

$$U := \frac{K \cdot i}{\Theta_T}$$

$U = 2.798 \times 10^{-4} \cdot \frac{cm}{day}$

Equation R19

$$C(X) := \left[C_{source} \cdot \exp\left[\left(\frac{X}{2 \cdot \alpha_x(X)} \right) \cdot \left(1 - \sqrt{1 + \frac{4 \cdot \lambda \cdot \alpha_x(X)}{U}} \right) \right] \cdot \operatorname{erf}\left(\frac{S_w}{4 \cdot \sqrt{\alpha_y(X) \cdot X}} \right) \cdot \operatorname{erf}\left(\frac{S_d}{2 \cdot \sqrt{\alpha_z(X) \cdot X}} \right) \right]$$

Project: Former GW Auto Clinic

Modeled Constituent: Benzene

Sample Location: S5

X =		C(X) =	
0	m	3.673	$\cdot\frac{mg}{L}$
2		0	

$Class_1_GW_Objective = 5 \times 10^{-3} \cdot \frac{mg}{L}$

$Class_2_GW_Objective = 0.025 \cdot \frac{mg}{L}$

$X1 = 15\,m$

Distance to Compliance Boundary
Site Specific

$Z_1 = 0.034\,m$

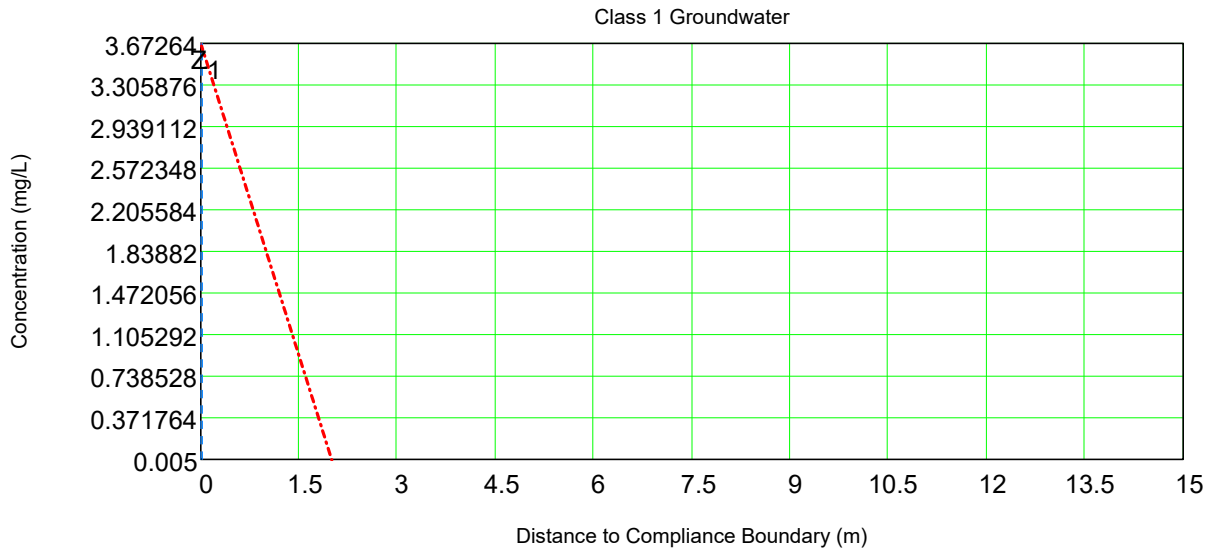
Distance to Class I Groundwater Compliance
Site Specific

$Feet_to_Class_I_Compliance = 0.112 \cdot ft$

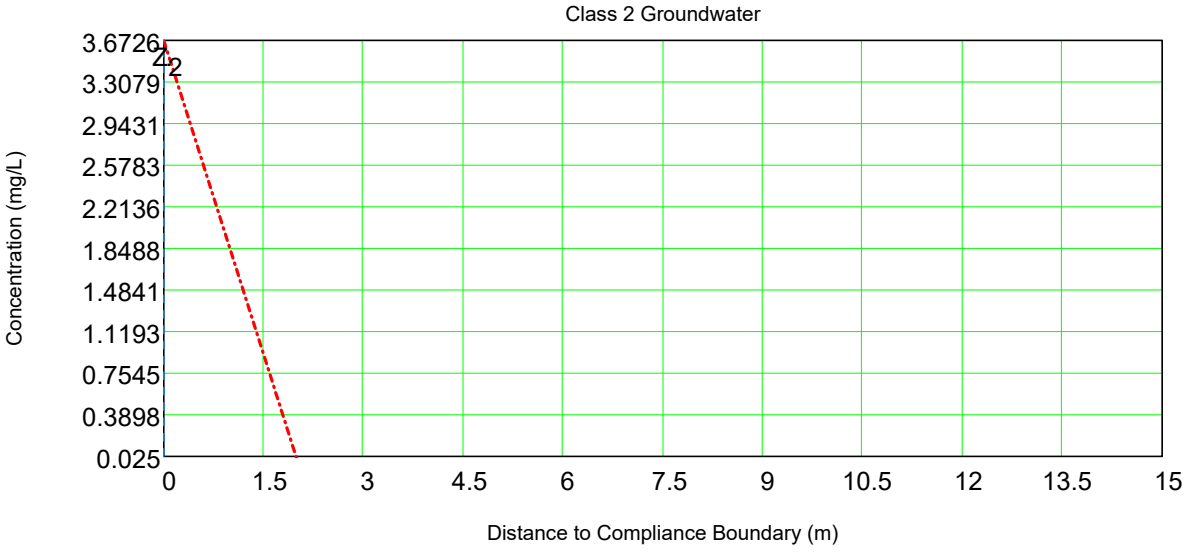
$Z_2 = 0.023\,m$

Distance to Class II Groundwater Compliance

$Feet_to_Class_II_Compliance = 0.076 \cdot ft$



Reaches Compliance



Reaches Compliance

Project: Former GW Auto Clinic

Sample Location:	***S5***
Contaminant of Concern:	***Ethylbenzene***
Soil Type:	***Subsurface***
Hydraulic Conductivity:	$K = 1.547 \times 10^{-7} \cdot \frac{cm}{s}$
Hydraulic Gradient:	$i = 9 \times 10^{-3} \cdot \frac{m}{m}$
Site Specific Soil Concentration:	$C_{soil} = 61.1 \cdot \frac{mg}{kg}$
Source Width Perpendicular to Groundwater Flow Direction in Horizontal Plane:	$S_w = 31.7 \cdot m$
Source Width Perpendicular to Groundwater Flow Direction in Vertical Plane:	$S_d = 4.6 \cdot m$
Distance Along Centerline of Groundwater Plume Emanating from a Source in Direction of Flow: (Distance to Compliance Boundary)	$X1 = 15 \cdot m$
Soil pH: (Enter 0 if not analyzed)	$pH = 0$
Site Specific Fractional Organic Carbon: Represent total carbon results adjusted by factor of 0.58 or Default	$f_{oc} = 2 \times 10^{-3} \cdot \frac{gm}{gm}$

Return to TOC

Project: Former GW Auto Clinic

Modeled Constituent: Ethylbenzene

Sample Location: S5

Derived Groundwater Concentration From Soil Concentration Utilizing Modified S17 and S18

$C_{soil} = 61.1 \cdot \frac{mg}{kg}$

Soil Concentration

Site Specific

$H' = 0.324$

Henry's Law Constant

Chemical Specific

$K_{oc} = 320 \cdot \frac{L}{kg}$

Organic Carbon Partition Coefficient

Chemical or pH Specific

$DF := 20$

Default Appendix C Table B 742

$\theta_w = 0.3 \cdot \frac{L}{L}$

Water Filled Soil Porosity

Surface Soil (top 1 meter = 0.15
Subsurface Soil (below 1 meter) = 0.30 or
Gravel = 0.20
Sand = 0.18
Silt = 0.16
Clay = 0.17

$\theta_a = 0.13 \cdot \frac{L}{L}$

Air Filled Soil Porosity

Surface Soil (top 1 meter = 0.28
Subsurface Soil (below 1 meter) = 0.13 or
Gravel = 0.15
Sand = 0.14
Silt = 0.24
Clay = 0.19

$\rho_b = 1.5 \cdot \frac{kg}{L}$

Dry Soil Bulk Density

Default 1.5 or
Gravel = 2.0
Sand = 1.8
Silt = 1.6
Clay = 1.7

$f_{oc} = 2 \times 10^{-3} \cdot \frac{gm}{gm}$

Organic Carbon Content of Soil

Surface = 0.006
Subsurface = 0.002 or
Site Specific

$K_d = K_{oc} \cdot f_{oc}$ (or pH Specific Value)

$K_d = 0.64 \cdot \frac{cm^3}{gm}$ S19

$$C_w := \frac{C_{soil}}{K_d + \frac{\theta_w + \theta_a \cdot H'}{\rho_b}}$$

$C_w = 70.385 \cdot \frac{mg}{L}$ Modified S17

$$C_{source} := \frac{C_w}{DF}$$

$C_{source} = 3.519 \cdot \frac{mg}{L}$ Modified S18

$\Theta_T = 0.43 \cdot \frac{cm^3}{cm^3}$

Total Soil Porosity

0.43 or
Gravel =0.25
Sand = 0.32
Silt = 0.40
Clay = 0.36

$\lambda = 3 \times 10^{-3} \cdot day^{-1}$

First Order Degradation Constant

Chemical Specific

$K = 0.013 \cdot \frac{cm}{day}$

Hydraulic Conductivity

Site Specific

$i = 9 \times 10^{-3} \cdot \frac{cm}{cm}$

Hydraulic Gradient

Site Specific

$S_w = 3.17 \times 10^{3} \cdot cm$

Source Width Perpendicular to Groundwater Flow Direction in Horizontal Plane

Site Specific

$S_d = 460 \cdot cm$

Source Width Perpendicular to Groundwater Flow Direction in Vertical Plane

Site Specific

Derivation = "Sd Equals thickness of contaminated soil layer"

$\alpha_x(X) := (0.10 \cdot X)$ Equation R16

$$\alpha_y(X) := \frac{\alpha_x(X)}{3}$$ Equation R17

$$\alpha_z(X) := \frac{\alpha_x(X)}{20}$$ Equation R18

$$U := \frac{K \cdot i}{\Theta_T}$$

$U = 2.798 \times 10^{-4} \cdot \frac{cm}{day}$

Equation R19

$$C(X) := \left[C_{source} \cdot \exp\left[\left(\frac{X}{2 \cdot \alpha_x(X)} \right) \cdot \left(1 - \sqrt{1 + \frac{4 \cdot \lambda \cdot \alpha_x(X)}{U}} \right) \right] \cdot \operatorname{erf}\left(\frac{S_w}{4 \cdot \sqrt{\alpha_y(X) \cdot X}} \right) \cdot \operatorname{erf}\left(\frac{S_d}{2 \cdot \sqrt{\alpha_z(X) \cdot X}} \right) \right]$$

Project: Former GW Auto Clinic

Modeled Constituent: Ethylbenzene

Sample Location: S5

X =	C(X) =
0 m	3.519 $\cdot \frac{mg}{L}$
2	0

$Class_1_GW_Objective = 0.7 \cdot \frac{mg}{L}$

$Class_2_GW_Objective = 1 \cdot \frac{mg}{L}$

$X1 = 15\,m$

Distance to Compliance Boundary
Site Specific

$Z_1 = 1.8 \times 10^{-3}\,m$

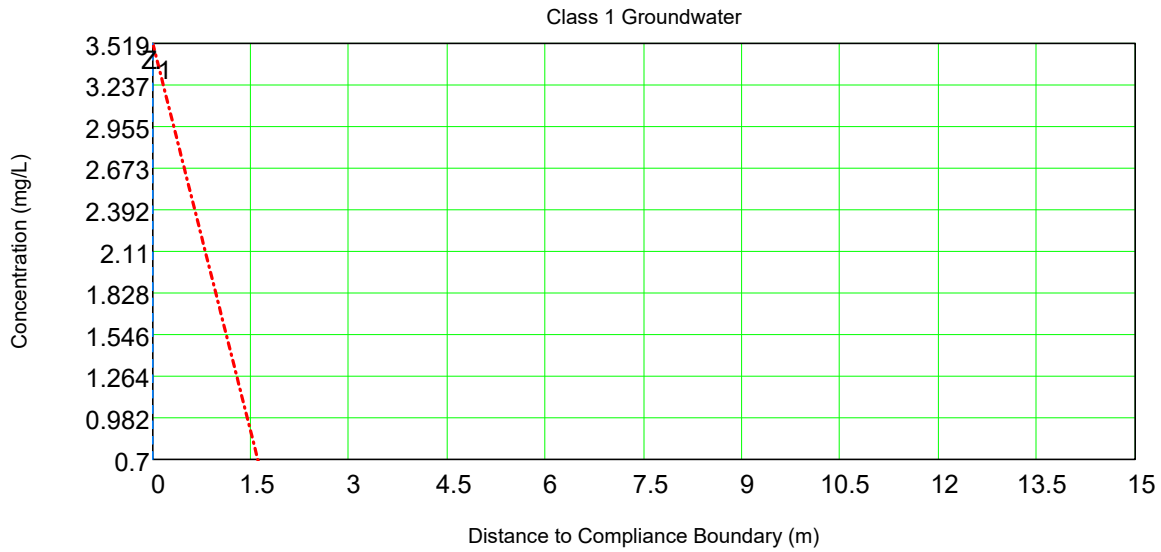
Distance to Class I Groundwater Compliance
Site Specific

$Feet_to_Class_I_Compliance = 5.906 \times 10^{-3} \cdot ft$

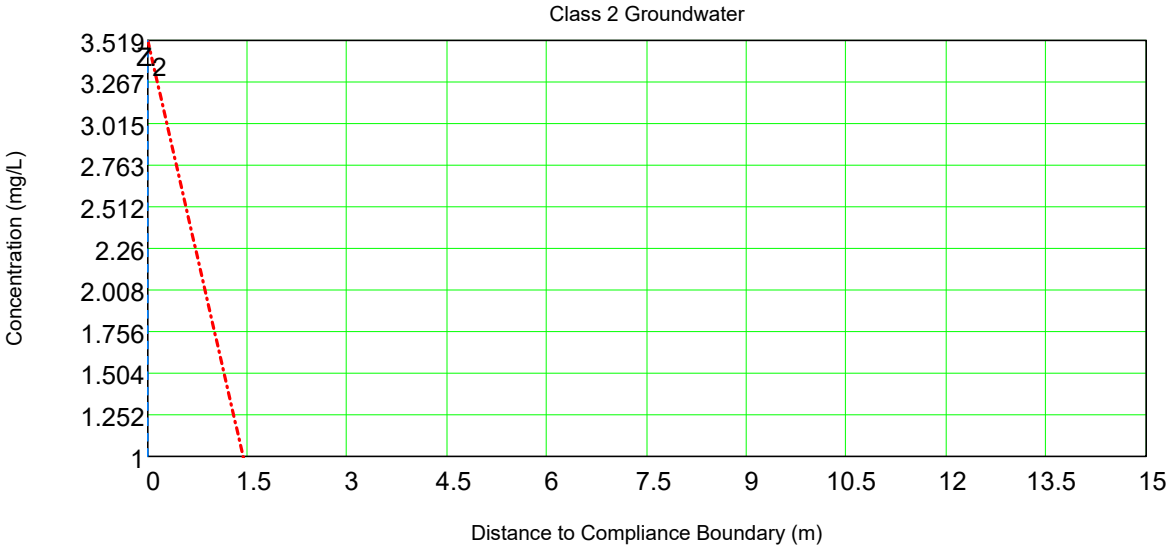
$Z_2 = 1.4 \times 10^{-3}\,m$

Distance to Class II Groundwater Compliance

$Feet_to_Class_II_Compliance = 4.593 \times 10^{-3} \cdot ft$



Reaches Compliance



Reaches Compliance

Project: Former GW Auto Clinic

Sample Location:	***S5***
Contaminant of Concern:	***MTBE***
Soil Type:	***Subsurface***
Hydraulic Conductivity:	$K = 1.547 \times 10^{-7} \cdot \frac{cm}{s}$
Hydraulic Gradient:	$i = 9 \times 10^{-3} \cdot \frac{m}{m}$
Site Specific Soil Concentration:	$C_{soil} = 1.23 \cdot \frac{mg}{kg}$
Source Width Perpendicular to Groundwater Flow Direction in Horizontal Plane:	$S_w = 31.7 \cdot m$
Source Width Perpendicular to Groundwater Flow Direction in Vertical Plane:	$S_d = 4.6 \cdot m$
Distance Along Centerline of Groundwater Plume Emanating from a Source in Direction of Flow: (Distance to Compliance Boundary)	$X1 = 15 \cdot m$
Soil pH: (Enter 0 if not analyzed)	$pH = 0$
Site Specific Fractional Organic Carbon: Represent total carbon results adjusted by factor of 0.58 or Default	$f_{oc} = 2 \times 10^{-3} \cdot \frac{gm}{gm}$

Return to TOC

Project: Former GW Auto Clinic

Modeled Constituent: MTBE

Sample Location: S5

Derived Groundwater Concentration From Soil Concentration Utilizing Modified S17 and S18

$C_{soil} = 1.23 \cdot \frac{mg}{kg}$

Soil Concentration

Site Specific

$H' = 0.024$

Henry's Law Constant

Chemical Specific

$K_{oc} = 10 \cdot \frac{L}{kg}$

Organic Carbon Partition Coefficient

Chemical or pH Specific

$DF := 20$

Default Appendix C Table B 742

$\theta_w = 0.3 \cdot \frac{L}{L}$

Water Filled Soil Porosity

Surface Soil (top 1 meter = 0.15
Subsurface Soil (below 1 meter) = 0.30 or
Gravel = 0.20
Sand = 0.18
Silt = 0.16
Clay = 0.17

$\theta_a = 0.13 \cdot \frac{L}{L}$

Air Filled Soil Porosity

Surface Soil (top 1 meter = 0.28
Subsurface Soil (below 1 meter) = 0.13 or
Gravel = 0.15
Sand = 0.14
Silt = 0.24
Clay = 0.19

$\rho_b = 1.5 \cdot \frac{kg}{L}$

Dry Soil Bulk Density

Default 1.5 or
Gravel = 2.0
Sand = 1.8
Silt = 1.6
Clay = 1.7

$f_{oc} = 2 \times 10^{-3} \cdot \frac{gm}{gm}$

Organic Carbon Content of Soil

Surface = 0.006
Subsurface = 0.002 or
Site Specific

$K_d = K_{oc} \cdot f_{oc}$ (or pH Specific Value)

$K_d = 0.02 \cdot \frac{cm^3}{gm}$ S19

$$C_w := \frac{C_{soil}}{K_d + \frac{\theta_w + \theta_a \cdot H'}{\rho_b}}$$

$C_w = 5.538 \cdot \frac{mg}{L}$ Modified S17

$$C_{source} := \frac{C_w}{DF}$$

$C_{source} = 0.277 \cdot \frac{mg}{L}$ Modified S18

$\Theta_T = 0.43 \cdot \frac{cm^3}{cm^3}$

Total Soil Porosity

0.43 or
Gravel =0.25
Sand = 0.32
Silt = 0.40
Clay = 0.36

$\lambda = 1.6 \times 10^{-3} \cdot day^{-1}$

First Order Degradation Constant

Chemical Specific

$K = 0.013 \cdot \frac{cm}{day}$

Hydraulic Conductivity

Site Specific

$i = 9 \times 10^{-3} \cdot \frac{cm}{cm}$

Hydraulic Gradient

Site Specific

$S_w = 3.17 \times 10^{3} \cdot cm$

Source Width Perpendicular to Groundwater Flow Direction in Horizontal Plane

Site Specific

$S_d = 460 \cdot cm$

Source Width Perpendicular to Groundwater Flow Direction in Vertical Plane

Site Specific

Derivation = "Sd Equals thickness of contaminated soil layer"

$\alpha_x(X) := (0.10 \cdot X)$ Equation R16

$$\alpha_y(X) := \frac{\alpha_x(X)}{3}$$ Equation R17

$$\alpha_z(X) := \frac{\alpha_x(X)}{20}$$ Equation R18

$$U := \frac{K \cdot i}{\Theta_T}$$

$U = 2.798 \times 10^{-4} \cdot \frac{cm}{day}$

Equation R19

$$C(X) := \left[C_{source} \cdot \exp\left[\left(\frac{X}{2 \cdot \alpha_x(X)} \right) \cdot \left(1 - \sqrt{1 + \frac{4 \cdot \lambda \cdot \alpha_x(X)}{U}} \right) \right] \cdot \operatorname{erf}\left(\frac{S_w}{4 \cdot \sqrt{\alpha_y(X) \cdot X}} \right) \cdot \operatorname{erf}\left(\frac{S_d}{2 \cdot \sqrt{\alpha_z(X) \cdot X}} \right) \right]$$

Project: Former GW Auto Clinic

Modeled Constituent: MTBE

Sample Location: S5

X =		C(X) =	
0	m	0.277	$\cdot\frac{mg}{L}$
2		0	

$Class_1_GW_Objective = 0.07 \cdot \frac{mg}{L}$

$Class_2_GW_Objective = 0.07 \cdot \frac{mg}{L}$

$X1 = 15\,m$

Distance to Compliance Boundary
Site Specific

$Z_1 = 2.8 \times 10^{-3}\,m$

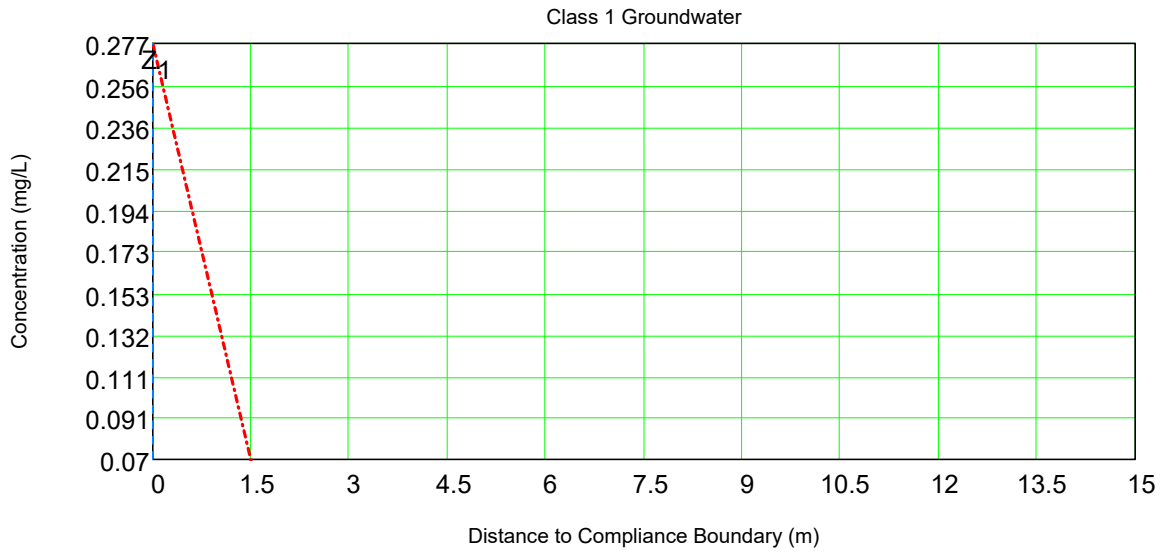
Distance to Class I Groundwater Compliance
Site Specific

$Feet_to_Class_I_Compliance = 9.186 \times 10^{-3} \cdot ft$

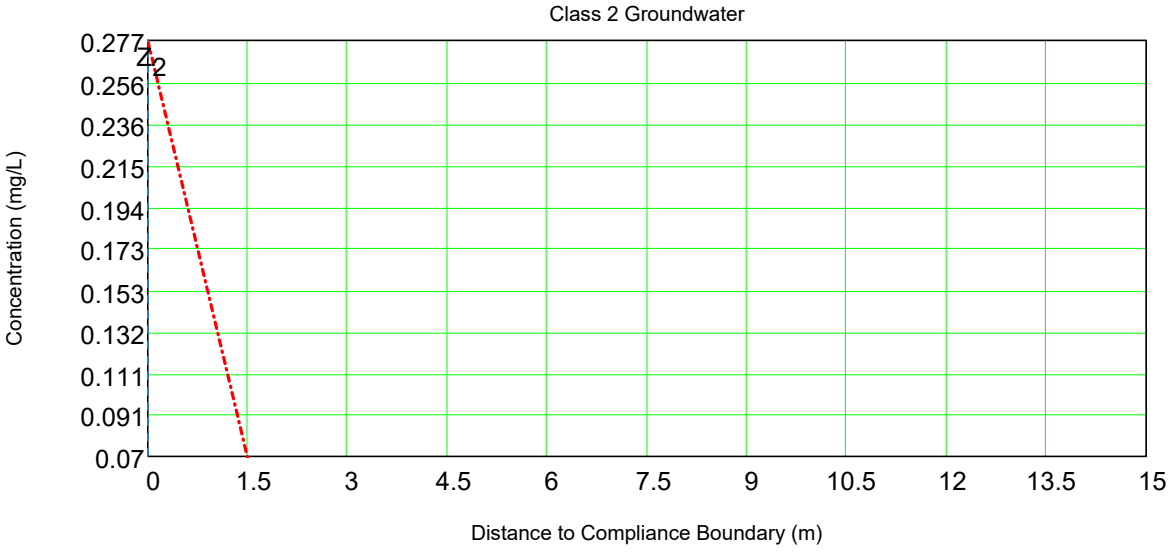
$Z_2 = 2.8 \times 10^{-3}\,m$

Distance to Class II Groundwater Compliance

$Feet_to_Class_II_Compliance = 9.186 \times 10^{-3} \cdot ft$



Reaches Compliance



Reaches Compliance

Project: Former GW Auto Clinic

Sample Location:	**S3-2**
Contaminant of Concern:	***Benzene***
Soil Type:	***Surface***
Hydraulic Conductivity:	$K = 1.547 \times 10^{-7} \cdot \frac{cm}{s}$
Hydraulic Gradient:	$i = 9 \times 10^{-3} \cdot \frac{m}{m}$
Site Specific Soil Concentration:	$C_{soil} = 0.14 \cdot \frac{mg}{kg}$
Source Width Perpendicular to Groundwater Flow Direction in Horizontal Plane:	$S_w = 31.7 \cdot m$
Source Width Perpendicular to Groundwater Flow Direction in Vertical Plane:	$S_d = 4.6 \cdot m$
Distance Along Centerline of Groundwater Plume Emanating from a Source in Direction of Flow: (Distance to Compliance Boundary)	$X1 = 15 \cdot m$
Soil pH: (Enter 0 if not analyzed)	$pH = 0$
Site Specific Fractional Organic Carbon: Represent total carbon results adjusted by factor of 0.58 or Default	$f_{oc} = 6 \times 10^{-3} \cdot \frac{gm}{gm}$

Return to TOC

Project: Former GW Auto Clinic

Modeled Constituent: Benzene

Sample Location: S3-2

Derived Groundwater Concentration From Soil Concentration Utilizing Modified S17 and S18

$C_{soil} = 0.14 \cdot \frac{mg}{kg}$

Soil Concentration

Site Specific

$H' = 0.23$

Henry's Law Constant

Chemical Specific

$K_{oc} = 50 \cdot \frac{L}{kg}$

Organic Carbon Partition Coefficient

Chemical or pH Specific

$DF := 20$

Default Appendix C Table B 742

$\theta_w = 0.15 \cdot \frac{L}{L}$

Water Filled Soil Porosity

Surface Soil (top 1 meter = 0.15
Subsurface Soil (below 1 meter) = 0.30 or
Gravel = 0.20
Sand = 0.18
Silt = 0.16
Clay = 0.17

$\theta_a = 0.28 \cdot \frac{L}{L}$

Air Filled Soil Porosity

Surface Soil (top 1 meter = 0.28
Subsurface Soil (below 1 meter) = 0.13 or
Gravel = 0.15
Sand = 0.14
Silt = 0.24
Clay = 0.19

$\rho_b = 1.5 \cdot \frac{kg}{L}$

Dry Soil Bulk Density

Default 1.5 or
Gravel = 2.0
Sand = 1.8
Silt = 1.6
Clay = 1.7

$f_{oc} = 6 \times 10^{-3} \cdot \frac{gm}{gm}$

Organic Carbon Content of Soil

Surface = 0.006
Subsurface = 0.002 or
Site Specific

$K_d = K_{oc} \cdot f_{oc}$ (or pH Specific Value)

$K_d = 0.3 \cdot \frac{cm^3}{gm}$ S19

$C_w := \frac{C_{soil}}{K_d + \frac{\theta_w + \theta_a \cdot H'}{\rho_b}}$

$C_w = 0.316 \cdot \frac{mg}{L}$ Modified S17

$C_{source} := \frac{C_w}{DF}$

$C_{source} = 0.016 \cdot \frac{mg}{L}$ Modified S18

$\Theta_T = 0.43 \cdot \frac{cm^3}{cm^3}$

Total Soil Porosity

0.43 or
Gravel =0.25
Sand = 0.32
Silt = 0.40
Clay = 0.36

$\lambda = 9 \times 10^{-4} \cdot day^{-1}$

First Order Degradation Constant

Chemical Specific

$K = 0.013 \cdot \frac{cm}{day}$

Hydraulic Conductivity

Site Specific

$i = 9 \times 10^{-3} \cdot \frac{cm}{cm}$

Hydraulic Gradient

Site Specific

$S_w = 3.17 \times 10^{3} \cdot cm$

Source Width Perpendicular to Groundwater Flow Direction in Horizontal Plane

Site Specific

$S_d = 460 \cdot cm$

Source Width Perpendicular to Groundwater Flow Direction in Vertical Plane

Site Specific

Derivation = "Sd Equals thickness of contaminated soil layer"

$\alpha_x(X) := (0.10 \cdot X)$ Equation R16

$\alpha_y(X) := \frac{\alpha_x(X)}{3}$ Equation R17

$\alpha_z(X) := \frac{\alpha_x(X)}{20}$ Equation R18

$$U := \frac{K \cdot i}{\Theta_T}$$

$U = 2.798 \times 10^{-4} \cdot \frac{cm}{day}$

Equation R19

$$C(X) := \left[C_{source} \cdot \exp\left[\left(\frac{X}{2 \cdot \alpha_x(X)} \right) \cdot \left(1 - \sqrt{1 + \frac{4 \cdot \lambda \cdot \alpha_x(X)}{U}} \right) \right] \cdot \operatorname{erf}\left(\frac{S_w}{4 \cdot \sqrt{\alpha_y(X) \cdot X}} \right) \cdot \operatorname{erf}\left(\frac{S_d}{2 \cdot \sqrt{\alpha_z(X) \cdot X}} \right) \right]$$

Project: Former GW Auto Clinic

Modeled Constituent: Benzene

Sample Location: S3-2

X =	
0	m
2	

C(X) =	
0.016	$\cdot\frac{mg}{L}$
0	

$Class_1_GW_Objective = 5 \times 10^{-3} \cdot \frac{mg}{L}$

$Class_2_GW_Objective = 0.025 \cdot \frac{mg}{L}$

$X1 = 15\,m$

Distance to Compliance Boundary
Site Specific

$Z_1 = 4 \times 10^{-3}\,m$

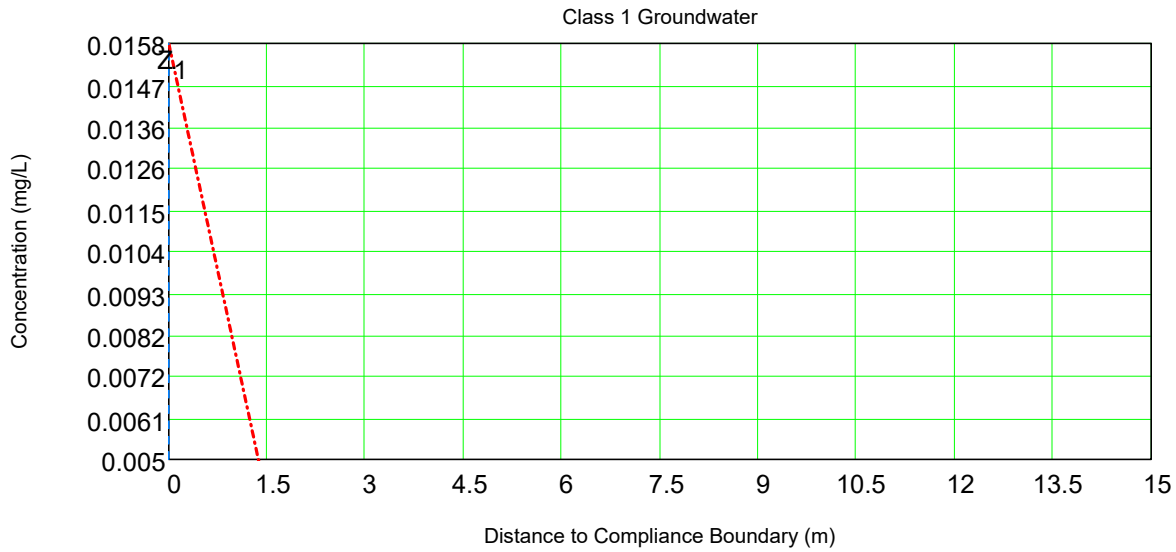
Distance to Class I Groundwater Compliance
Site Specific

$Feet_to_Class_I_Compliance = 0.013 \cdot ft$

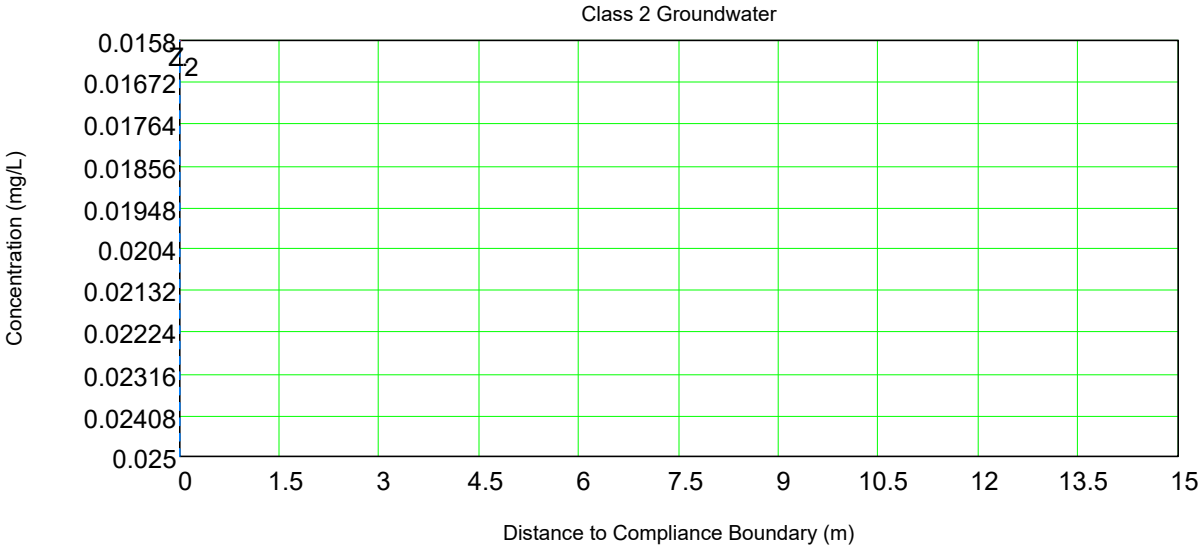
$Z_2 = \text{"Met"}$

Distance to Class II Groundwater Compliance

$Feet_to_Class_II_Compliance = \text{"Met"} \cdot ft$



Reaches Compliance



Reaches Compliance

Agenda Item Executive Summary

Title: Resolution No. R-56-2021: Pavement Rejuvenation Contract(Adoption)

Presenter: James J. Bernahl, Director of Engineering/Village Engineer

Agenda Date: 05/18/2021

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
✔ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

2021 Budgeted Item.

Executive Summary:

As part of the Village's commitment to maintaining and preserving local roads, the Public Works Department has been applying pavement rejuvenation agents since 2016. These agents aid in the preservation and extension of the life of roadways; the pavement rejuvenation product currently being used is Reclamite.

On March 11, Winnetka accepted bids for pavement rejuvenation work in conjunction with the Municipal Partnering Initiative. This multi-year contract will consist of all labor, material, and equipment necessary to perform pavement rejuvenation operations For a three-year period. Each community will enter into a separate multi-year agreement with the chosen firm, Corrective Asphalt Material, LLC (CAM). The Village has worked with CAM over the past five years and the contractor has done satisfactory work.

The Village has an annual budget allocation of $25,000 for pavement preservation services. This multi-year contract will continue those services with CAM for a three year period not exceeding the annual budgeted amount, for a total not-to-exceed total commitment of $75,000.

Recommendation:

Consider adopting Resolution No. R-56-2021 awarding a multi-year contract (3-years) to Corrective Asphalt Materials, LLC of Sugar Grove, IL, for the placement of "Reclamite" pavement products for a total three year term not to exceed amount of $75,000.

Attachments:

Resolution No. R-56-2021

A RESOLUTION APPROVING A CONTRACT WITH CORRECTIVE ASPHALT, LLC FOR PAVEMENT REJUVENATION 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 pavement preservation services for the Village's roadways (***"Work"***); and

WHEREAS, the Village, together with members of the Municipal Partnering Initiative (collectively, the ***"Municipalities"***), jointly requested bids for performance of the Work within each Municipalities' respective corporate boundaries; and

WHEREAS, the Municipalities received one bid for the Work and opened the bids on March 11, 2021; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Corrective Asphalt Material, LLC of Sugar Grove, Illinois (***"Contractor"***), is the lowest responsive and responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a three-year contract with Contractor for the performance of the Work within the Village's corporate boundaries (***"Contract"***) in an amount not to exceed $25,000 per year, and $75,000 total during the term of the Contract; and

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

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

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

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

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

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

ADOPTED this 18th day of May, 2021, 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
PAVEMENT REJUVENATION

Contract Number: ***[RFB #021-008]***

VILLAGE OF WINNETKA
CONTRACT FOR
PAVEMENT REJUVENATION

Contract Number: ***[RFB #021-008]***

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Attachment B: Specifications

Attachment C: Prevailing Wage

VILLAGE OF WINNETKA
CONTRACT FOR
PAVEMENT REJUVENATION

Contract Number: ***[RFB #021-008]***

In consideration of the mutual promises set forth below, the ***Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093***, an Illinois municipal corporation ("*Owner*"), and ***Corrective Asphalt Materials, LLC, 43W630 Wheeler Road, Sugar Grove, IL 60554*** a ***limited liability company*** ("*Contractor*"), make this Contract as of _____, 20____, (the "*Effective Date*") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the Photographs identified in the list attached hereto as Attachment C.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

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

5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Documents/Drawings

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

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

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which 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 Documents/Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the Documents/Drawings identified in Attachment C.

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in

which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

C. Subcontractor and Supplier Warranties. Whenever Attachment B requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of 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, Documents/Drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

	with a copy to:
Village of Winnetka	Holland & Knight LLP
510 Green Bay Road	131 South Dearborn Street, 30th Floor
Winnetka, IL 60093	Chicago, Illinois 60603
Attention: Village Manager	Attention: Village Attorney, Winnetka

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

	with a copy to:
Corrective Asphalt Materials	_____
43W630 Wheeler Road	_____
Sugar Grove, IL 60554	_____

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals

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

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

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

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Corrective Asphalt Materials, LLC

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

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

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

DATED: _____, 20___.

Corrective Asphalt Materials, LCC

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

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

My Commission expires: _____

_____
Notary Public

(SEAL)

VILLAGE OF WINNETKA
CONTRACT FOR
PAVEMENT REJUVENATION

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Contract is generally described as follows:

The application of pavement rejuvenation agents. This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of an Emulsified Maltene-Based Asphalt Rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic.

2. Work Site:

Various locations within the Village of Winnetka, Illinois.

3. Commencement Date:

30 days after execution of the Contract by Owner.

4. Completion Date:

The work shall be scheduled and performed no later than October 1, 2021.

5. Insurance Coverage:

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

(1) Worker's Compensation: Statutory;

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

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

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

All employees must be included as insureds.

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

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

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

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

8. Contract Price:

SCHEDULE OF PRICES

A. Unit Price Contract

Option 1: Turn Key Application - Contractor handles all responsibilities below:

1. Furnish and apply Reclamite
2. Furnish and apply lime screenings
3. All Traffic control and signs related to project
4. Handle any complaints or issues that may arise from application
5. Resident notification
6. Pre-street sweeping, if field conditions require
7. Post street sweeping/material disposal

Amount (Square Yards)	Price/SY
Less than or equal to 19,999 SY	$1.02
20,000 SY – 39,999 SY	$0.97
40,000 SY – 74,999 SY	$0.94
Greater than or equal to 75,000 SY	$0.90

Option 2: CONTRACTOR Handles items 1,2,3,4 & Agency handles items 5,6,7

Amount (Square Yards)	Price/SY
Less than or equal to 19,999 SY	$0.95
20,000 SY – 39,999 SY	$0.92
40,000 SY – 74,999 SY	$0.89
Greater than or equal to 75,000 SY	$0.86

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

9. Progress Payments:

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

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

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

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

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

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

10. Per Diem Administrative Charge:

$250.00 per day

11. Standard Specifications:

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

VILLAGE OF WINNETKA
CONTRACT FOR
PAVEMENT REJUVENATION

ATTACHMENT B

SPECIFICATIONS

A. **General Scope:** This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the application of Emulsified Maltene-Based Asphalt Rejuvenating Agent and CRF Maltene-Based Asphalt Restorative Seal to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent or Maltene-Based Restorative Seal composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

B. **Pre-Construction:** The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.

C. **Material Specifications:**

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

NAPHTHENIC MALTENE-BASED ASPHALT REJUVENATOR SPECIFICATIONS

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D244	15-40
Residue, w%	ASTM D244 (Mod)[3]	60-65
Miscibility Test	ASTM D244 (Mod)[2]	Pass
Sieve Test, w%	ASTM D244 (Mod)[1]	0.1 Max.
Particle Charge Test	ASTM D244	Positive
Tests on Distillation Residue:		
Flash Point, COC, C	ASTM D92	196 Min.
Viscosity @ 60°C, C	ASTM D2170	100-200
Asphaltenes, w%	ASTM D2006-70	1.00 Max.
Maltene Dist. Ratio $\frac{\text{(Polar Compounds)+(First Acidaffins)}}{\text{(Saturates)+(Second Acidaffins)}}$	ASTM D2006-70	0.3-0.6
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	1.0 Max.
Saturated Hydrocarbons, w%	ASTM D2006-70	21-28

[1] Test procedure identical with ASTM D-244 except that distilled water shall be used in place

of two (2) percent sodium oleate solution.

[2] Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

[3] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

2. CRF Maltene-Based Asphalt Restorative Seal

The emulsified asphalt restoring agent shall be a naphthenic petroleum maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt restoring agent's manufacturer showing that the emulsified product conforms to the requirements below:

NAPHTHENIC EMULSIFIED ASPHALT RESTORING AGENT REQUIREMENTS

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D244	25-150
Residue, w%	ASTM D244 (Mod)[2]	64 Min.
1-DAY Settlement, w%	ASTM D244	1.0 Max.
Sieve Test, w%	ASTM D244 (Mod)[1]	0.1 Max.
Particle Charge Test	ASTM D244	Positive
Tests on the Residue:		
Viscosity @ 60°C, cSt	ASTM D2170	1000-4000
Maltene Dist. Ratio $\frac{\text{(Polar Compounds)+(First Acidaffins)}}{\text{(Saturates)+(Second Acidaffins)}}$	ASTM D2006-70	0.7-1.1
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	14.0 Max.

[1] Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

[2] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

D. **Material Performance:**

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

The rejuvenating agent shall have record of at least two years of satisfactory

service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8”). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

The bidder must submit with their bid the manufacturer’s certification that the material proposed for use is in compliance with the emulsified asphalt rejuvenating agent requirements.

2. CRF Maltene-Based Asphalt Restorative Seal

The restoring agent shall have a record of satisfactory service as an emulsified asphalt restoring agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 20 percent and the penetration value shall be increased by a minimum of 15 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the emulsified asphalt restoring agent requirements.

E. **Product Standards**: The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for one of these standards.

The product "CRF"® as previously manufactured by Witco Corporation-Golden Bear Oil is the standard for the emulsified maltine-based asphalt restoring agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for the “CRF"® standard.

F. **Applicator Experience:** The asphalt rejuvenating agent and restorative seal shall be applied by an experienced applicator of such material. The bidder shall have a minimum of 5 years’ experience in applying the product proposed for use on municipal streets. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator or restorative seal. They shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent and restorative seal must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

G. **Application Temperature and Weather Limitations:** The temperature of the asphalt rejuvenating agent and restorative seal, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent and restorative seal shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent and restorative seal shall not be applied when the ambient temperature is below 35 degrees Fahrenheit. It shall be the discretion of the Resident Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Resident Engineer. The contractor cannot perform the work without the Resident Engineer consent if rain is forecasted between the time aggregates will be placed and when aggregates will be swept up.

H. **Handling of Materials:** Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate or restoring seal concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

I. **Application Equipment:** The distributor for spreading the emulsions shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent or restorative seal uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 2 pound to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or lawns. The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet

sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

J. **Application:** The asphalt rejuvenating agent or restorative seal shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application.

Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

1. Emulsified Maltene-Based Asphalt Rejuvenating Agent

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing.

2. CRF Maltene-Based Asphalt Restorative Seal

Before spreading, the emulsified asphalt restoring agent shall be blended with water at the rate of 70% emulsified restoring agent to 30% part water, by volume or as specified by the manufacturer. The combined mixture of emulsified asphalt restoring agent and water shall be spread at the rate of 0.06 to 0.30 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor’s expense.

After the rejuvenating emulsion or restoring seal has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent or restorative seal. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

K. **Field Testing:** Viscosity and penetration testing shall be done on three different streets during the application process. Four (4) cores shall be taken at each location prior to and approximately 50 days following the application of the maltene-based asphalt rejuvenator agent or restorative seal. Core locations will be determined by the Project Manager and core holes shall be filled with approved mix. The top three-eighths (3/8) inch of each core shall be removed and the asphalt extracted and recovered using California Test Method 365 (CTM 365). Viscosities of the recovered asphalt binder shall be determined using a sliding plate microviscometer (CTM 348). Penetration numbers shall be calculated from a nomograph. The results from the pre-treatment and the post-treatment cores from each street shall be compared and the present change in each calculated. The average value of the pre- treatment results and the post treatment results will be used to determine the final Viscosity and Penetration value. No compensation will be made for material not meeting specifications. Test indicating failure to meet the specifications may result in additional tests being required on other streets. No additional compensation will be made for additional testing. Testing shall be performed by an independent third-party testing laboratory that has experience with the specified test methods and equipment. Testing shall be coordinated with owner's materials testing laboratory and in their presence when cores are extracted or when required by the Project Manager. <u>The owner reserves the right to extract treated cores 1 year after rejuvenator or restorative seal application. Viscosity and Penetration values shall be determined using California Test Method 365 (CTM 365) and compared to the original untreated values.</u>

L. **Street Sweeping:** The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods approved by the Resident Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

M. **Traffic Control and Safety:** The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent or restorative seal to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards. The Contractor shall notify the Resident Engineer as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

N. Spreading of Sand or Screenings:

The contractor shall be responsible for protecting all storm sewer inlets before the screening and spreading aggregates.

Sand or lime screenings shall be furnished by the contractor. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

O. **Resident Notification:** The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The contractor shall also place the notice on the windshield of any parked cars on the street.

Basis of Payment: Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene Based Asphalt Rejuvenating Agent per square yard. Asphalt restoring seal shall be measured by the square yard of material in place and will be paid for at the contract unit price for Maltene-Based Asphalt Restoring Seal. Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

VILLAGE OF WINNETKA
CONTRACT FOR
PAVEMENT REJUVENATION

ATTACHMENT C

PREVAILING WAGE RATES

Prevailing wage rates are posted on the Illinois Department of Labor website: https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx

Agenda Item Executive Summary

Title: Resolution No. R-57-2021: Supporting Restoration of LGDF Revenue (Adoption)

Presenter: Tim Sloth, Finance Director

Agenda Date: 05/18/2021

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

Rather than collect a local income tax to fund municipal budgets, the State of Illinois agreed in 1969 to allocate 10% of the state-wide income tax collected from Illinois residents towards funding their local cities, towns and villages. This funding is called the Local Government Distributive Fund (LGDF). Since 2011, these shared revenues have been reduced by the State from 10% to 6.06%.

Executive Summary:

The Governor's proposed budget for the State of Illinois drastically reduces the amount of income tax revenue returned to local communities, which will impact municipal budgets unless this change is revisited. In Winnetka, the Local Government Distributive fund makes up 4.12% of the Village's General Fund. In 2020, the Village received $1,324,348 in LGDF revenue. If cut by 10%, which is the current proposal, the $132,435 in reduced revenue could necessitate a .87% increase in property taxes to maintain essential services to residents. For context, $132,000 is the entire 2021 budget for snow removal supplies and equipment in the Village.

Recommendation:

Consider adoption of Resolution No. R-57-2021: A Resolution Supporting Restoration of LGDF Revenue.

Attachments:

Resolution No. R-57-2021

A RESOLUTION SUPPORTING RESTORATION OF LGDF REVENUE

WHEREAS, municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure and community health services along with many others; and

WHEREAS, the State of Illinois has maintained a long-held agreement with municipalities to support and invest in these local services through the Local Government Distributive Fund (LGDF), which includes the collection and distribution of tax revenues on behalf of municipalities; and

WHEREAS, since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax; and

WHEREAS, these shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%; and

WHEREAS, municipalities depend on LGDF dollars, which can account between 10 and 20% of a municipality's operating budget, to lessen the burden on taxpayers and reduce the reliance on property taxes; and

WHEREAS, Governor JB Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments; and

WHEREAS, this revenue reduction has been proposed at a time when municipalities are continuing to spend additional funds on the COVID-19 emergency response; and

WHEREAS, in addition to LGDF cuts over the years, the State has also reduced municipalities' share of the personal property replacement tax and increased sales tax collection fees while cities and villages have had to fund skyrocketing pension costs, which account for substantial budget increases each year; and

WHEREAS, those municipalities with fewer revenue sources, such as retail businesses with higher equalized assessed values on property, suffer the most and will be forced to explore increasing property taxes or cutting services amid further LDGF reductions.

NOW, THEREFORE BE IT RESOLVED, that the Village of Winnetka urges the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

ADOPTED this 18th day of May, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

Agenda Item Executive Summary

Title: Resolution No. R-58-2021: Office 365 Renewal Subscription (Adoption)

Presenter: Tim Sloth, Finance Director

Agenda Date: 05/18/2021

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

In 2020, the Village implemented Microsoft Office 365, a subscription service that provides users with Microsoft productivity applications including Outlook (email), Word, Excel, PowerPoint, Teams and more. These applications are now hosted in the Microsoft cloud, providing for enhanced cyber-security.

Executive Summary:

The Village has secured a quote from LiftOff to provide 160 licenses for Office 365 for a 12-month lease, including Advanced Threat Protection (enhanced cyber security) in the amount of $39,390.00. The Village budgeted $70,000 in the Information Technology budget, account 630.85.01-557, for software licenses including Office 365.

Prescient Solutions, the Village's contracted IT consultant, has recommended continuing to use LiftOff to provide these licenses. According to Prescient Solutions, LiftOff focuses specifically on Microsoft licensing for Office 365. Competitive bidding on this item is unnecessary because Microsoft dictates the pricing of these licenses regardless of vendor chosen.

Resolution No. R-58-2021 authorizes the Village President and Village Clerk to waive formal bidding and execute an agreement between the Village and LiftOff, for a 12-month lease of Office 365 licenses for an amount not to exceed $39,390.00.

Recommendation:

Consider adoption of Resolution No. R-58-2021, which approves waiving of formal bidding and executes an agreement with LiftOff to provide Office 365 for a 12-month lease for an amount not to exceed $39,390.00.

Attachments:

Resolution No. R-58-2021

A RESOLUTION WAIVING BIDDING AND APPROVING
A PURCHASE OF SOFTWARE LICENSES FROM LIFTOFF 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, 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 currently operates Microsoft Office 365 and other ancillary software pursuant to software licenses that will be expiring; and

WHEREAS, the Village has determined that in order continue to efficiently operate, the Village needs to purchase Microsoft 365 and ancillary software licenses (collectively, ***"Software Licenses"***) for the next twelve months; and

WHEREAS, there is little deviation on the cost for Software Licenses from various vendors because the price for the Software Licenses is largely determined by Microsoft; and

WHEREAS, the Village received a proposal from Liftoff Software (***"Contractor"***) of Crofton, Maryland to provide the Software Licenses for an amount not to exceed $39,390.00; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and in accordance with Section IV.3.D of the Village's Purchasing Manual, the bidding requirements may be waived for contracts for supplies and services available from a single source, and which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Village desires to enter into a purchase order with Contractor to provide the Software Licenses (***"Purchase Order"***) in an amount not to exceed $39,390.00; and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Purchase Order with Contractor;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to 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 Software Licenses.

SECTION 3: APPROVAL OF PURCHASE ORDER. The Village Council approves the Purchase Order in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER. 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 Purchase Order after receipt by the Village Manager of two executed copies of the final Purchase Order from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Purchase Order from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Purchase Order 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 by the vote of two-thirds of the Trustees.

ADOPTED this 18th day of May, 2021, pursuant to the following roll call vote:

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

Signed

_____
Village President

Countersigned:

_____
Village Clerk

EXHIBIT A

Quote

QUOTE

as of 5/6/2021

Bill to:

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

Ship to:

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

Reseller (Remit To):

LiftOff LLC
Attn: Ron Braatz
1667 Patrice Circle
Crofton, MD 21114

Terms:

Due on Receipt

Payment Options:

ACH Payment (preferred) or check

Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/ Month	Licenses	Cost/Year
Office 365 Plan G3	AAA-11894	12	20.00	137	$32,880.00
Office 365 Plan G1	U4S-00001	12	8.00	23	$2,208.00
Defender for O365 P1	3GU-00001	12	2.00	157	$3,768.00
Audio Conferencing	LK3-00001	12	4.00	9	$432.00
Azure AD Prem P2	MQN-00001	12	8.50	1	$102.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

Total: $39,390.00

*LIFTOFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/re-tention features including ongoing training to staff that need to conduct compliance retention searches.

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Pricing Information:

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to rbraatz@liftoffonline.com. Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

Customer Terms for Cloud Services Agreement
US Public Sector

This agreement is between **LiftOff LLC** ("we", "us", and "our") and **Village of Winnetka, IL** ("you" and "your"). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party's patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users' use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365's operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

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Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially

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reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or $5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see http://www.microsoft.com/exporting/. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

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"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see http://www.microsoft.com/online).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates. "SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see http://www.microsoft.com/licensing/contracts).

"Subscription" means an order for a quantity of Office 365.

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Agenda Item Executive Summary

Title: Resolution No. R-59-2021: Covid-19 Support Services Reimbursement Agreement (Adoption)

Presenter: Tim Sloth, Finance Director

Agenda Date: 05/18/2021

Consent: ✔ YES ☐ NO

☐ Ordinance
✔ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

On February 16, New Trier Township High School entered into a site use agreement with the Cook County Department of Public Health to establish a local vaccination clinic largely staffed by paramedics, police officers and other municipal employees. Cook County has been awarded a FEMA Public Assistance grant to reimburse Cook County and participating agencies certain costs associated with operating the clinic.

Executive Summary:

The first vaccination clinic was held on February 24, 2021 and since that first clinic there have been over 16,500 shots administered at 18 clinics. By the end of the May, we expect 8,836 individuals to have been fully vaccinated through this local vaccination clinic. The Federal Emergency Management Agency (FEMA) has awarded Cook County a grant under Category B of the FEMA public assistance program and will seek to reimburse Cook County and local agencies for the costs associated with the planning and administration of local vaccination clinics. Costs that are eligible for reimbursement may include certain personnel costs, equipment, and supplies used for the vaccination clinic. To date, the Village has incurred $40,009.68 in expenses related to the vaccination clinic. We are in the process of documenting these costs and will seek reimbursement for all costs incurred. However, it should be noted that the decision to approve reimbursement rests with FEMA, who will be reviewing our submittal line by line and may deem certain costs (such as salary pay) ineligible.

To receive the allocated funds, the Village must:
1. Enter into an IGA with Cook County and submit a resolution with the IGA evidencing that the governing body of the Village has approved the IGA.

2. Prepare and submit one or more Cook County application(s) for Coronavirus Vaccine Clinic Related Relief Funds for expenses incurred, or to be incurred, at the vaccine clinic located at 7 N. Happ Road, Northfield, IL 60093, along with detailed supporting documentation.

Recommendation:

Consider adoption of Resolution No. R-59-2021 which approves a Covid-19 support services reimbursement agreement with the Cook County Department of Emergency Management and Regional Security.

Attachments:

1) Resolution No. R-59-2021

A RESOLUTION APPROVING A COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT WITH THE COOK COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT AND REGIONAL SECURITY

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, on March 10, 2020, pursuant to the Cook County Code of Ordinances, Sections 26-36, and the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, County Board President Toni Preckwinkle found that the circumstances surrounding COVID-19 constitute a public health emergency and issued a proclamation of disaster for Cook County;

WHEREAS, due to the COVID-19 pandemic, there is a need to vaccinate Cook County residents; and

WHEREAS, the County has established vaccination sites throughout suburban Cook County to administer COVID-19 vaccinations, which sites require services from the local police and fire departments; and

WHEREAS, the Federal Emergency Management Agency (***"FEMA"***) has awarded Cook County a grant under Category B of the FEMA Public Assistance program (***"Grant"***), which grant reimburses Cook County for the costs associated with setting up COVID-19 vaccination sites; and

WHEREAS, Cook County may use the Grant funds to reimburse costs incurred by local municipalities to provide police and fire services for vaccine sites provided that municipalities enter into a reimbursement agreement with Cook County (***"Agreement"***); and

WHEREAS, the Village has provided public safety personnel to staff vaccine sites; and

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

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

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

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

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

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

ADOPTED this 18th day of May, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

_____

Village President

Countersigned:

_____

Village Clerk

EXHIBIT A

AGREEMENT

COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT

BETWEEN

DEPARTMENT OF EMERGENCY MANAGEMENT AND REGIONAL SECURITY

AND

VILLAGE OF WINNETKA

THIS COVID-19 SUPPORT SERVICES REIMBURSEMENT AGREEMENT ("Agreement") is entered into between the County of Cook ("County"), an Illinois public body corporate and home rule unit of government of the State of Illinois, through its Department of Emergency Management and Regional Security ("EMRS"), whose principal office is located at 69 W. Washington Street, Suite 2600, Chicago, Illinois 60602, and the Village of Winnetka ("Village"), an Illinois municipal corporation, whose principal office is located at 510 Green Bay Road, Winnetka, IL 60093. The County and Village are herein each referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on March 10, 2020, pursuant to the Cook County Code of Ordinances, Sections 26-36, and the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, County Board President Toni Preckwinkle found that the circumstances surrounding COVID-19 constitute a public health emergency and issued a proclamation of disaster for Cook County;

WHEREAS, due to the COVID-19 pandemic, there is a need to vaccinate Cook County residents; and

WHEREAS, the County is establishing vaccination sites throughout suburban Cook County to administer COVID-19 vaccinations in response to the public health emergency, which sites require services from the local police and fire departments; and

WHEREAS, the Federal Emergency Management Agency ("FEMA" or "Federal Awarding Agency") has awarded County a grant under Category B of the FEMA Public Assistance program ("PA Grant"), which grant reimburses the County for the costs associated with setting up COVID-19 vaccination sites; and

WHEREAS, County has been informed costs incurred by local municipalities to provide police and fire services for a vaccination site are eligible PA Grant costs; and

WHEREAS, County has been further informed the reimbursability of costs incurred by a local municipality requires an agreement between the municipality and the County;

WHEREAS, the County has entered into an agreement to operate a vaccination site at 7 N. Happ Road, Northfield, Illinois, 60093 (the "Site"); and

WHEREAS, the County has asked the Village to provide police and fire services in connection with the operation of the Site and the Village has agreed to provide same as set forth in this Agreement;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the County and Village agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. VILLAGE INFORMATION AND CERTIFICATION

A. Nature of Entity; FEIN Number; and DUNS Number. Village certifies the following information is true and accurate:

a. Village is ☒ a unit of government, ☐ an institution of higher education, ☐ a nonprofit organization;

b. Village's correct FEIN is **36-6006162**; and

c. Village's correct DUNS number is 010590784

B. Standing and Authority. Village warrants that:

a. Village has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it regarding this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

b. The execution and delivery of this Agreement, and the other documents to be executed by Village regarding this Agreement, and the performance by Village of its obligations hereunder have been duly authorized by all necessary entity action.

c. It recognizes this Agreement and all other documents related to this Agreement, including all applicable Federal laws, regulations, rules, and guidance, constitute the legal, valid and binding obligations of Village enforceable against Village in accordance with their respective terms.

C. Certification. By executing this Agreement, Village certifies:

a. All representations made in this Agreement are true and correct and

b. All funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein.

Village acknowledges this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds awarded to Village.

III. PURPOSE OF AGREEMENT

The purpose of the Agreement is to facilitate the reimbursement of Village personnel costs

associated with the support of the Site to the extent permitted by the PA Grant.

IV. EMRS RESPONSIBILITIES

A. EMRS will ensure Village is notified of all personnel needs for the Site;

B. EMRS will act as the liaison for all correspondence between the County and IEMA regarding vaccine cost eligibility and will communicate any and all State issues in a timely fashion;

C. Upon request, EMRS will provide Village with copies of applicable PA Grant program regulations and guidance, and assist Village's staff in identifying and complying with required documents necessary for reimbursement of its eligible costs – including providing a standard template to submit Village costs;

D. EMRS shall assign a single point of contact to work with the Village.

V. VILLAGE RESPONSIBILITIES

A. Village will assign a single point of contact to work with EMRS.

B. Village shall respond to all EMRS requests for information in a timely manner; and

C. Village will maintain and keep careful records of all Village personnel costs and supplies and make available to EMRS copies of payroll records and any back-up documentation needed by the Federal Awarding Agency or IEMA to verify personnel expenditures and supply purchases.

VI. TERMS AND CONDITIONS

A. Term and Extension. The term of this Agreement shall commence upon the signature of Parties and will remain in effect for the duration of the current COVID-19 pandemic. This Agreement may only be extended upon the written agreement of the Parties and as permitted by the Federal funding Agency at its sole discretion.

B. Termination for Cause or Convenience.

   i. The County, through its Executive Director of the Department of Emergency Management and Regional Security, may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; and failure to perform in a timely manner.

   ii. The County, through its Executive Director of the Department of Emergency Management and Regional Security, may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Village with prior written notice of thirty (30) calendar days.

iii. In the event this Agreement is terminated, Village will not incur new obligations for the terminated portion of the Agreement after Village has received the notification of termination and Village will cancel as many outstanding obligations as possible.

C. Amount of Reimbursement; Reimbursement Contingency. Village's reimbursement will be the total amount of FEMA approved personnel costs. The County will review each Village submission for FEMA eligibility and reimburse the Village based on our analysis. However, the Village understands and agrees that the reimbursement of personnel costs is contingent upon and subject to FEMA approval of all costs submitted as eligible County PA Grant costs. The County shall not be liable for any reimbursement costs not approved as part of the PA Grant or not approved in the FEMA reimbursement request.

D. Village Assurances; Other Requirements. Village shall comply with all the conditions and limitations set forth in the County's 2020 PA Grant, including but not limited to the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 ("Uniform Guidance")

(https://www.gpo.gov/fdsys/pkg/C.F.R.-2014-title2-vol1/pdf/C.F.R.-2014-title2-vol1-part200.pdf)

ii. The Department of Homeland Security's Standard Terms and Conditions for Fiscal Year 2020 (https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf)

iii. Illinois Emergency Management Agency Federal Grants Policy Manual (https://www2.illinois.gov/iema/ITTF/Documents/IEMA_Federal_Grants_Policy_Manual.pdf)

E. Administrative Requirements. Village acknowledges and agrees that the County is acting as a "pass- through entity" (as such term is defined in 2 C.F.R. § 200.74) for this Agreement and that the County shall have the rights and obligations relating to this Agreement and its administration as set forth in this Agreement and in the Uniform Guidance.

F. Accounting Requirements. Village shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Village shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Agreement and federal requirements.

G. Financial Management and System of Internal Controls. As prescribed at 2 C.F.R. § 200.303, Village must:

a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that it is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

b. Comply with Federal statutes, regulations, and the terms and conditions of the

Federal awards.

c. Evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of Federal awards.

d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Take reasonable measures to safeguard protected personally identifiable information and other information DHS, FEMA, IEMA or the County designate as sensitive or Village considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

H. Audit Requirements.

a. If Village expends $750,000 or more in Federal awards (defined at 2 C.F.R. §200.38) (from all sources including pass-through subawards) during a fiscal year, Village shall arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. Subpart F. Such audit must be submitted to EMRS no later than nine (9) months after the end of the Village's fiscal year.

b. If Village expends less than $750,000 in Federal awards during its fiscal year and is not subject to the audit requirements in 3.9.1, Village must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards; if Village expends between $500,000 and $749,999 in Federal and State awards combined, Village must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards. Village shall submit these financial statement audit reports to EMRS either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

I. Federal Awarding Agency Requirements. This Agreement will be funded in whole or in part with Federal financial assistance from the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA). In signing this Agreement Village acknowledges and agrees:

a. FEMA financial assistance will be used to fund the Agreement and agrees and/or certifies it will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, as applicable, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) and those requirements set forth at Exhibit A, attached hereto and made a part hereof.

b. Village acknowledges that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation.

c. The Village agrees that the most recent federal requirements will apply to this

Agreement.

I. Incorporation of All Applicable Requirements. All requirements cited in this Article VI, Terms and Conditions, and any other requirements applicable to the reimbursement of Village personnel costs are hereby incorporated into this Agreement by reference as if fully set forth herein and by executing this Agreement Village acknowledges and agrees it is assumed to have read, understood, and accepted all applicable requirements as binding.

VII. REVISIONS/AMENDMENTS

The Parties may revise or modify this Agreement by written amendment hereto, provided such revisions or modifications are mutually agreed upon and made by authorized officials from EMRS and Village.

VII. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by a recognized overnight courier for delivery on the next business day, and addressed to the Parties to the addresses set forth below, or to such other address as any Party may designate by notice complying with the terms of this Section VIII:

If to County:
Department of Emergency Management and Regional Security
69 W. Washington St., Suite 2600
Chicago, Illinois 60602
Attention: Executive Director

If to Village:
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Tim Sloth, Finance Director

With a Copy to:
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: Corporation Counsel

VIII. ENTIRETY

This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, EMRS and Village have caused this Agreement to be executed by their duly authorized representatives.

COOK COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT AND REGIONAL SECURITY	**VILLAGE OF WINNETKA**
_____	_____
William Barnes, Executive Director	Chris Rintz, Village President
Date: _____	Date: _____

EXHIBIT A

FEDERAL CONTRACT CLAUSES

a. Compliance with Federal Law, Regulations, and Executive Orders. Contractor will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The contractor agrees that the most recent federal requirements will apply to the project.

b. Debarment and Suspension.

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

c. Lobbying and Political Activities. Contractor certifies, to the best of his or her knowledge and belief, that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any federal contract, the making of any federal grant, the making federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress relating to this federal contract, grant, loan, or cooperative agreement,

the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

iii. The contractor shall require that the language of the foregoing two subsections be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

d. DHS Seal, Logo, and Flags. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

e. Records Retention. Contractor shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the Subaward, adequate to comply with 2 C.F.R. § 200.333, unless a different retention period is specified in 2 C.F.R. § 200.333. If any litigation, claim or audit related to the purchases contemplated herein is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

f. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

g. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Agreement.

h. Procurement of Recovered Materials. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

i. Domestic Preferences For Procurements.

i. As appropriate and to the extent consistent with law, contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ii. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

j. Procurement of Recovered Materials.

i. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

iii. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

k. Clean Air Act.

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal

Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

l. Federal Water Pollution Control Act.

i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The contractor agrees to include the Federal Water Pollution Control Act requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

iv. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

m. Compliance with the Contract Work Hours and Safety Standards Act. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

n. Prohibition On Certain Telecommunications Services and Equipment.

i. As required by 2 C.F.R. § 200.216, recipients, subrecipients, and contractors that receive FEMA loan or grant funds are prohibited from obligating or expending said funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use FEMA funds to purchase:

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company,

or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

END OF EXHIBIT A

Agenda Item Executive Summary

Title: Ordinance No. M-10-2021: Strong Nail City Special Use - 548 Lincoln Avenue (Introduction / Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 05/18/2021

Consent: ☐ YES ☑ NO

☑ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☐ Policy Direction
☐ Informational Only

Item History:

None.

Executive Summary:

On May 18, the Village Council is scheduled to consider Ordinance No. M-10-2021, in response to a special use permit application submitted by Tracy Ho, d/b/a Strong Nail City (the "Applicant"), as the prospective lessee of the property located at 548 Lincoln Avenue, Winnetka, IL (the "Subject Property"), to allow a nail salon on the Subject Property.

PLAN COMMISSION REVIEW

The Plan Commission (PC) considered the request at a special meeting on May 5, 2021. After hearing from the Applicant, a representative of the property owner, and no one from the public, the Commission found that the proposed nail salon meets the special use standards for the Commercial Overlay District and unanimously recommended approval of the special use permit.

Details of the request can be found in the attached staff report to the PC (Attachment 2). Minutes of the PC meeting are not yet available.

Recommendation:

Given that the Plan Commission unanimously recommended approval of the requested special use, the Council may wish to (a) consider waiving introduction of Ordinance No. M-10-2021 and adopting the Ordinance, OR (b) consider only introduction of Ordinance No. M-10-2021.

Attachments:

Attachment 1: Ordinance No. M-10-2021
Attachment 2: April 30, 2021 PC Staff Report and Attachments

ORDINANCE NO. M-10-2021

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE OPERATION OF A NAIL SALON WITHIN THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE (548 Lincoln Avenue)

WHEREAS, Strong Nail City, Inc., an Illinois corporation (***"Applicant"***), is the prospective lessee of the property commonly known as 548 Lincoln Avenue, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Subject Property"***); and

WHEREAS, 544-550 Lincoln Avenue, LLC, an Illinois limited liability company (***"Owner"***), is the record title owner of the Subject Property; and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village (collectively, ***"C-2 Commercial Overlay District"***); and

WHEREAS, the Applicant desires to operate a nail salon on the Subject Property; and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance (***"Zoning Ordinance"***), the operation of a nail salon is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, on April 13, 2021, the Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the Zoning Ordinance to allow the operation of a nail salon at the Subject Property (***"Special Use Permit"***); and

WHEREAS, the Owner of the Subject Property has consented to the application for the Special Use Permit filed by the Applicant; and

WHEREAS, on May 5, 2021, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of seven in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit for the operation of a nail salon at the Subject Property satisfies the standards for the approval of special use permits within the C-2 Commercial Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

NOW, THEREFORE, the Council of the Village of Winnetka do ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section 1 as the findings of the Council of the Village of Winnetka, as if fully set forth herein.

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is hereby granted,

pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the establishment and operation of a nail salon by the Applicant at the Subject Property within the C-2 Commercial Overlay District.

SECTION 3: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance is subject to, and contingent upon, compliance by the Applicant with the following conditions:

A. Compliance with Regulations. The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.

B. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

C. Compliance with Plans. The development, use, and maintenance of the nail salon at the Subject Property must be in general accordance with the Floor Plan submitted by the Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (***"Floor Plan"***), except for minor changes and site work approved by the Director of Community Development (within his permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Clerk's Recordings Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant, the Owner, and each of their heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of the Applicant or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from

time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Council in the manner required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Applicant and the Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that the Applicant and Owner do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____day of _____, 2021, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2021.

Signed:

_____

Village President

Countersigned:

_____

Village Clerk

Published by authority of the President and Board of Trustees of the Village of Winnetka, Illinois, this ___ day of _____, 2021.

Introduced: May 18, 2021

Passed and Approved: _____, 2021

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:
THAT PART OF LOTS 8 AND 9 OF BLOCK 11 IN LOUIS D. WEBSTER'S RESUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1891 IN BOOK 54 OF PLATS PAGE 15 AS DOCUMENT NO. 1561125 IN COOK COUNTY, ILLINOIS ANDDESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, 113.66 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOTS 8 AND 9, 18.70 FEET; THENCE SOUTHEASTERLY, ON A STRAIGHT LINE, 3.62 FEET TO A POINT 36.86 FEET NORTHEASTERLY OF MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 8; THENCE SOUTHEASTERLY, ON A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOTS 8 AND 9, 56.98 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF LOT 9, 70 FEET TO THE EAST LINE OF SAID LOT 9; THENCE NORTH, ALONG THE EAST LINE OF SAID LOTS 8 AND 9, 65.75 FEET TO THE PLACE OF BEGINNING;

PARCEL 2:
AN EASEMENT FOR THE BENEFIT OF THE PROPERTY HEREINABOVE DESCRIBED AS CREATED BY A GRANT DATED JANUARY 11, 1949 AND RECORD JANUARY 17, 1949 AS DOCUMENT NO 14480032 IN COOK COUNTY, ILLINOIS FOR INGRESS AND EGRESS OVER THAT CERTAIN TRACT OF LAND CONTAINED IN SAID LOTS 8 AND 9 OF BLOCK 11 IN LOUIS D. WEBSTERS RE-SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF LOT 9, 68.45 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST ON A LINE, PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 70.00 FEET; THENCE SOUTHEASTERLY ON A LINE, PARALLEL WITH THE WESTERLY LINE OF LOT 9, 14.21 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF LOT 9, 62.38 FEET TO THE EAST LINE OF SAID LOT 9; THENCE NORTH ON THE EAST LINE OF LOT 9, 12.00 FEET TO THE PLACE OF BEGINNING;

PARCEL 3:
AN EASEMENT CONTAINED IN SAID GRANT RECORDED AS DOCUMENT NO. 14480032 FOR THE BENEFIT OF PARCEL 1 TO INSTALL, MAINTAIN AND REPAIR A STORM SEWER OR SEWERS IN AND UPON THE FOLLOWING TRACTS OF LAND CONTAINED IN SAID LOTS 8 AND 9 OF BLOCK 11 IN LOUIS D. WEBSTERS RE-SUBDIVISION, AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE ON LOT 9, 68.45 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 70.00 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF LOT 9, 14.21 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF LOT 9, 62.38 FEET TO THE EAST LINE OF SAID LOT 9, THENCE NORTH ON THE EAST LINE OF LOT 9, 12.00 FEET TO THE PLACE OF BEGINNING;

PARCEL 3A:
BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 113.66 FEET WEST OF THE NORTH EAST CORNER OF LOT 8; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOTS 8 AND 9, 18.70 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE 3.62 FEET TO A POINT 36.86 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 8; THENCE SOUTHEASTERLY ON A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOTS 8 AN 9, 56.98 FEET; THENCE WEST ALONG A LINE PARALLEL WITH NORTH LINE OF LOT 8, A DISTANCE OF 11.43 FEET TO A POINT 27.21 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOTS 8 AND 9; THENCE NORTHWESTERLY ALONG A LINE PARALLEL TO THE WESTERLY LINE OF SAID LOTS 8 AND 9, 77.83 FEET TO A POINT IN THE NORTH LINE OF LOT 8; THENCE EAST ALONG THE NORTH LINE OF LOT 8, 9.51 FEET TO THE PLACE OF BEGINNING;

PARCEL 3B:
COMMENCING AT A POINT IN THE EAST LINE OF LOT 9, 68.45 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 70.00 FEET TO THE PLACE OF BEGINNING; THENCE WEST ALONG THE LAST DESCRIBED LINE 11.43 FEET; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF LOT, 14.21 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 11.43 FEET; THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 14.21 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 544-550 Lincoln Avenue, Winnetka, Illinois.

PIN: 05-20-203-027-0000

EXHIBIT B

FLOOR PLAN

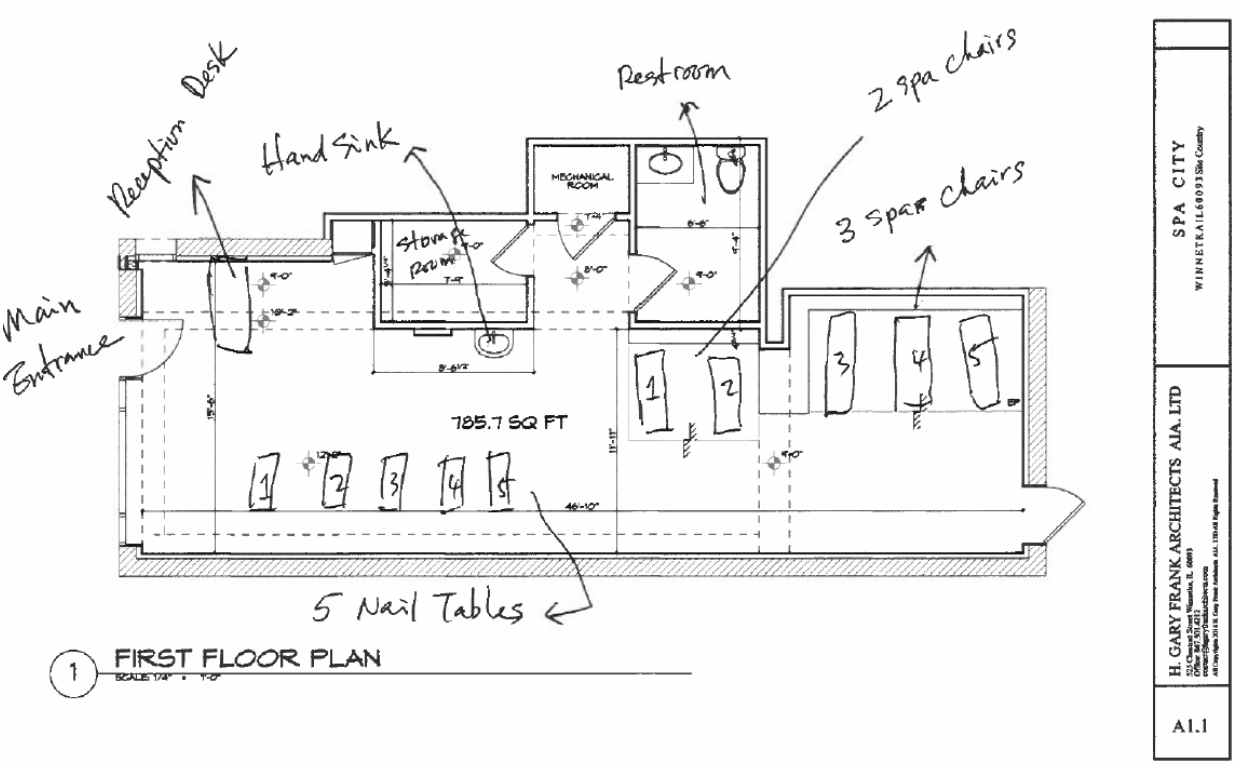


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois (***"Village"***):

WHEREAS, Strong Nail City, Inc., an Illinois corporation (***"Applicant"***), desires to operate a nail salon located at 548 Lincoln Avenue in the Village (***"Subject Property"***); and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of Zoning Ordinance (***"Zoning Ordinance"***), the operation of a nail salon is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, 544-550 Lincoln Avenue, LLC, an Illinois limited liability company (***"Owner"***), is the record title owner of the Subject Property and consents to the operation of a nail salon by the Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-10-2021, adopted by the Village Council on _____, 2021 (***"Ordinance"***), grants a special use permit to the Applicant for the operation of a nail salon at the Subject Property within the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant and the Owner have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant and the Owner do hereby agree and covenant as follows:

1. The Applicant and the Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant and the Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant and the Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or the Owner against damage or injury of any kind and at any time.

4. The Applicant and the Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time,

be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

5. The Applicant and the Owner hereby agree to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: _____, 2021

ATTEST: **STRONG NAIL CITY, INC.**

By: _____ By: _____

Name: Tracy Ho

Its: _____

ATTEST: **544-550 LINCOLN AVENUE, LLC**

By: _____ By: _____

Its: _____

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION

FROM: ANN KLAASSEN, SENIOR PLANNER

DATE: APRIL 30, 2021

SUBJECT: 548 LINCOLN AVENUE – STRONG NAIL CITY - SPECIAL USE PERMIT (CASE NO. 21-17-SU)

INTRODUCTION

On May 5, 2021, the Plan Commission is scheduled to hold a virtual public hearing, in accordance with social distancing requirements, and Governor Pritzker's Executive Orders and Senate Bill 2135, to consider an application submitted by Tracy Ho, d/b/a Strong Nail City, (the "Applicant"), as the prospective lessee of the property located at 548 Lincoln Avenue, Winnetka, IL (the "Subject Property"), **to allow a nail salon on the Subject Property**. The property is currently owned 544-550 Lincoln Avenue, LLC, 825 Green Bay Road, #100, Wilmette, IL. (See Attachment A for Application Materials.)

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 nail salon in the C-2 General Retail Commercial Overlay District at the Subject Property.

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 meeting. 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 comment from the public regarding this application.

PROPERTY DESCRIPTION

The Subject Property is one of the first floor commercial spaces located in a two-story multi-use building with commercial uses and apartment units and is located on the west side of Lincoln Avenue, between Elm and Pine Streets. The approximately 786 square foot space at 548 Lincoln Avenue has been vacant for approximately four months and was most recently occupied by *Spa Nail City*. Other commercial tenants in the building include *Bake Homemade Pizza, Fitness Together, Stretch Xperience*, and *Oui, Madame!*

The Subject Property is located within the Village's **Commercial Overlay District,** which allows non-retail uses, including personal services such as a barber shop, beauty salon, nail salon, etc.; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use. Nail salons require approval of a Special Use Permit in order to locate in the Commercial Overlay District.

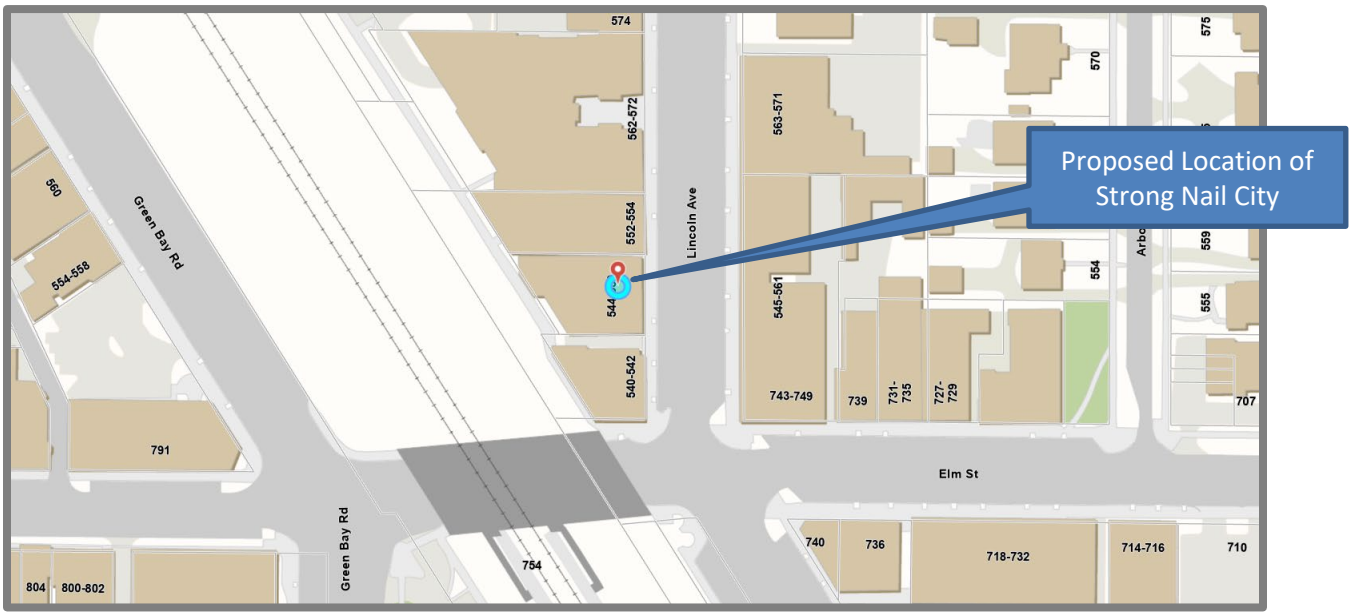


Figure 1 – Subject Property – 548 Lincoln Avenue



Figure 2 – Subject Property – Proposed Location of Strong Nail City



Figure 3 – Neighboring Businesses (Bake Homemade Pizza, Fitness Together, Stretch Xperience, Oui, Madame!)

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. The amendments went into effect on July 4, 2019 and changed a nail salon from being a permitted use to requiring special use approval.

The previous tenant of the Subject Property, *Spa Nail City*, began operating in 2008 and was a permitted use at that time and therefore did not require approval of a special use permit. Any new tenant that would like to locate in the Subject Property would need to comply with the current zoning regulations. **That means another nail salon wanting to locate at 548 Lincoln Avenue needs to go through the special use permit process and receive Village Council approval prior to locating in the space.**

ELM STREET BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Elm Street Business District is included below as Figure 4. The Subject Property 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.

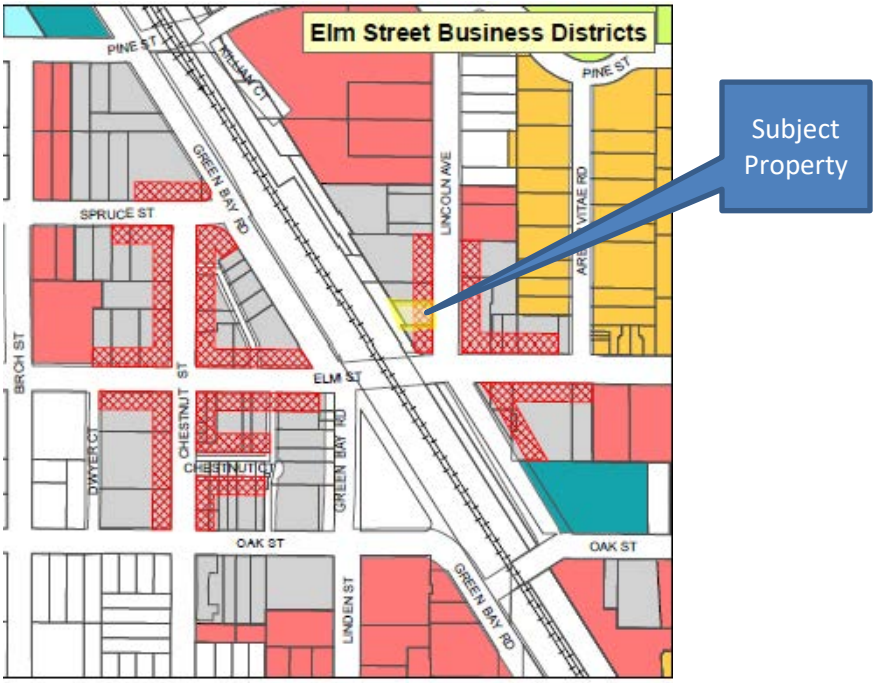


Figure 4 – Elm Street Business District

DESCRIPTION OF REQUEST

The Applicant is proposing to open a nail salon in the Subject Property, which consists of approximately 786 square feet on the first floor. The space has approximately 16 feet of street frontage. The Applicant has provided a floor plan representing the proposed layout of the space (Figure 5). The main entrance to the space would remain in its current location, along with the existing secondary entrance at the rear of the space. The space would consist of a reception area, five (5) nail tables, five (5) spa chairs, a hand sink, one restroom, and a storage room.

Based upon the information submitted by the Applicant, the hours of the nail salon would be 9:00am to 7:00pm, Monday through Saturday. On average, three nail technicians would be working at the location on a daily basis. The Applicant estimates that the average time a client spends in the salon is 20 to 40 minutes, depending on the service.

Regarding parking, the Applicant states that employees will secure employee parking passes to park in municipal parking lots designated for employees. Parking spaces for employees are located in the municipal lot located just south of the Community House and in the Elm Street lot located just to the west

of the Hadley Institute. On-street parking is available on Lincoln Avenue, Elm Street, and the public parking lot south of the Community House for clientele. Due to the low amount of client parking demand generated by the use, the applicant provided a narrative regarding its parking demand rather than a parking and traffic study.

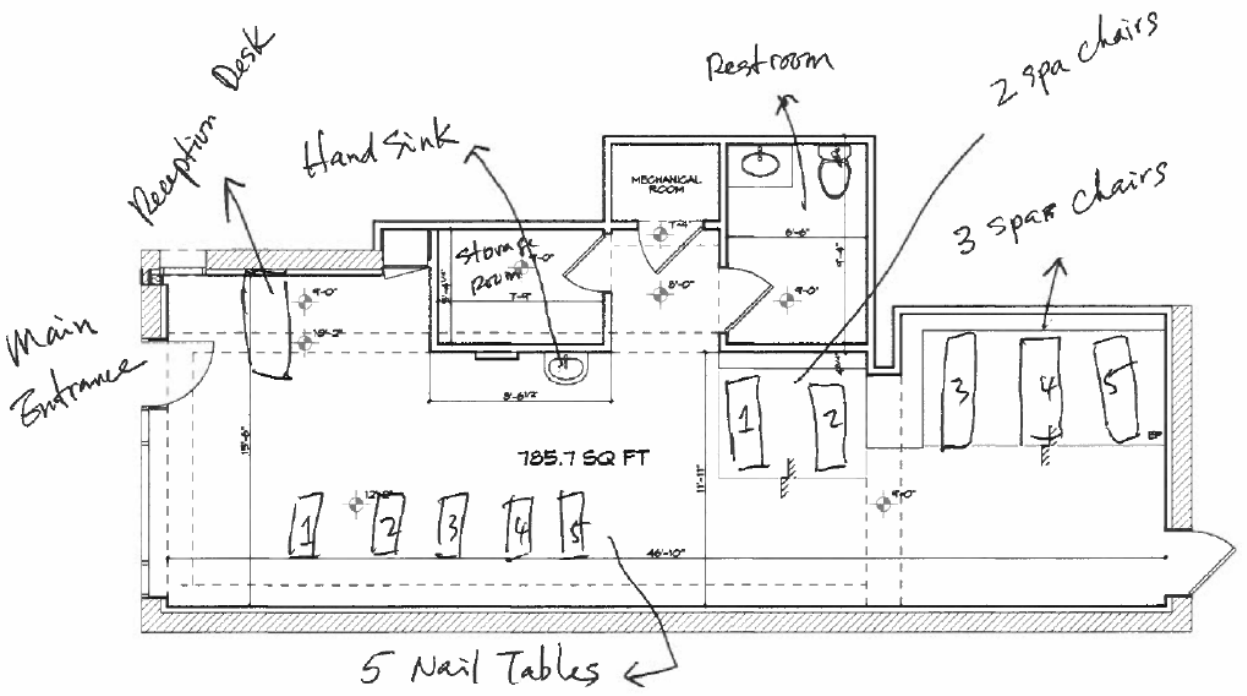


Figure 5 – Excerpt of Proposed First Floor Plan

DESIGN REVIEW BOARD REVIEW

Any changes to the exterior of the commercial space or the addition of permanent signs or awnings to the front of the proposed space will require approval of a certificate of appropriateness by the Design Review Board. The Applicant has yet to submit such applications.

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.

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make the motion that:

The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, Tracy Ho, d/b/a Strong Nail City, to operate a nail salon at 548 Lincoln Avenue within the C-2 Commercial Overlay District, based on the following findings of fact:

"The proposed nail salon (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, 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 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. 21-17-SU

Property Information

Site Address: 548 Lincoln Ave permit SU2021-308

Proposed type of occupancy: Nail Salon

Applicant Information

Name: TRACY HO

Address: [redacted]

City, State, ZIP: Skokie IL 60076

Applicant Signature: [redacted]

Primary Contact: TRACY HO

Phone No. [redacted]

Email: [redacted]

Date: 04-13-2021

Attorney Information

Name: S H Law, LTD

Primary Contact: Seungwoo Hong

Address: 401 S. Milwaukee Ave

City, State, ZIP: Wheeling, IL 60090

Phone No. 224-249-4300

Email: Sam@shlawus.com

Architect Information

Name:

Primary Contact:

Address:

City, State, Zip:

Phone No.

Email:

Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 544-550 Lincoln Avenue, LLC (address), and have provided the attached proof of ownership.

I consent to the filing of an application for a Special Use Permit by Tracy HO (Applicant name).

Property Owner Signature: [redacted]

Date: 4/13/21

Printed Name: JERRILYN HOFFMANN

RECEIVED
APR 13 2021
BY:

Special Use Permit Application for a Nail Salon at 548 Lincoln Avenue

Dear Village,

There is an existing Nail Salon called Spa Nails City had going out of business locate at 548 Lincoln Ave. I would like to take over this opportunity and start Nail business there. I contacted the landlord and working out lease agreement. This is a 785.7 SQ FT fully built existing Nail Salon and I don't need to build anything there. All I need to do is clean this place up nicely and install new spa chairs and nail service tables. There will be 5 nail tables and spa chairs and it will open up 5 job opportunities. Employees will park their vehicles at designate parking zone and customers will use 90 minute parking areas.

I am very graceful discovering this golden opportunity for doing business in Winnetka and I am looking forward to working with zoning committee and Village council.

Sincerely,

Tracy Ho

Special Use Permit Standards C-2 Commercial Overlay

Hi Ann,

My name is Tracy Ho and I would like to propose the addition of an existing old Nail Salon called Spa Nail City located at 548 Lincoln Ave in the east Elm street business district. It's a fully built nail salon from previous owner just closed out business. I would to take this golden opportunity to start a nail salon business there. I will name this salon "Strong Nail City".

- My business will use same services from previous one. We provide manicure and pedicure service for all men, women and children. People like to have nails well-trimmed, polish when going to the party, and attend special events. Maintain massage your feet when doing pedicure will help blood movement in your body.

-My business is not causing any safety health nor does any harm to the public surrounding areas.

- My business will not cause any distortion to the use and enjoyment to the surrounding areas.

- My business is used within the interior area spaces that are not encroach at the exterior of the building.

- My business will follow regulations and other village ordinances and codes.

- There will be two entry point into the space, the main entrance off Lincoln Ave and a back entrance which connects to the walkway behind the buildings on the west side of Lincoln leading to the parking lot.

- The Salon will have a small footprint of 785 square feet and employ an average three nail technicians at a time. The service time spend is about 20 minute to 40 minute depending on services. Employee will park their vehicles at Zone designate area and customer will use 90 minute parking spaces.

- Our business is not with multi-use areas and our service only use inside the premise.

- We are not doing retail and won't sell anything.

- This is an existing nail salon from previous user and is already fully built. We clean it up, install new furniture and ready for business.

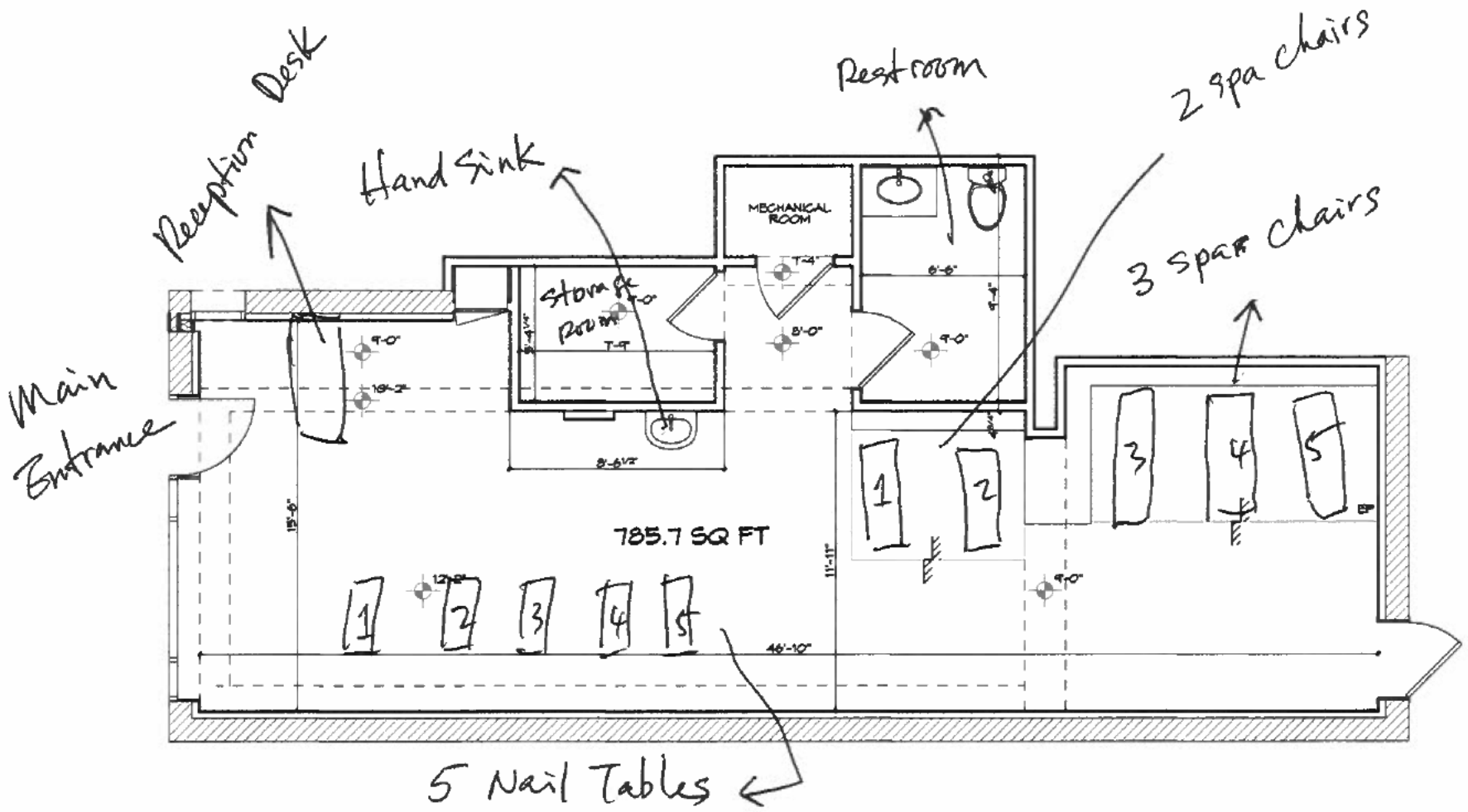
- The products we use are highest quality and FDA approve. The most of materials we use is disposable one-time used item and use high heated to sanitize the equipment.

- We will adhere to all codes when it comes to signage and window displays.

Sincerely,

Tracy Ho

[redacted]



1 FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

SPA CITY

WINNETKA IL 60093 Sike Country

H. GARY FRANK ARCHITECTS AIA. LTD

525 Chestnut Street Winnetka, IL 60093

Office: 847.501.4212

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A1.1

Agenda Item Executive Summary

Title: Temporary Pool Dome Zoning Amendment - 123 Fuller Drive (Policy Direction)

Presenter: David Schoon, Community Development Director

Agenda Date: 05/18/2021

Consent: ☐ YES ☑ NO

☐ Ordinance
☐ Resolution
☐ Bid Authorization/Award
☑ Policy Direction
☐ Informational Only

Item History:

None

Executive Summary:

On May 18, 2021 the Village Council will consider a request by Mike and Lee Ann Rechtin (the "Applicants") that the Village amend the Zoning Ordinance to exempt seasonal pool domes from having to meet the applicable zoning standards of the zoning district in which it is located (See Attachment A). The Applicants are the owners of 123 Fuller Lane (the "Subject Property") and have installed a seasonal pool dome, which does not meet the maximum floor area, maximum roofed lot coverage, and minimum side yard setback requirements of the zoning district. Staff would also note that the Applicants identify other potential temporary uses (e.g., residential outdoor ice skating rinks, golf enclosures, garden domes, etc.) that should also meet the same requirements as a temporary seasonal pool dome in single family residential districts.

Attached is a separate staff report further elaborating on the Applicant's request.

Recommendation:

Staff requests direction from the Village Council regarding whether temporary pool domes should be exempt from some or all of the zoning lot, space, bulk, and yard regulations. If not, how should such deviations from the regulations be allowed (e.g., by right, through the Village's standard zoning variation process, through a new zoning process requiring approval by the Village Council or the Zoning Board of Appeals)?

Attachments:

1: Staff Report
2: Applicant's Submittal
3: Zoning Determination Letter & Violation Notice Letter
4: Zoning Matrix

MEMORANDUM
VILLAGE OF WINNETKA
COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL

FROM: DAVID SCHOON, DIRECTOR

DATE: MAY 13, 2021

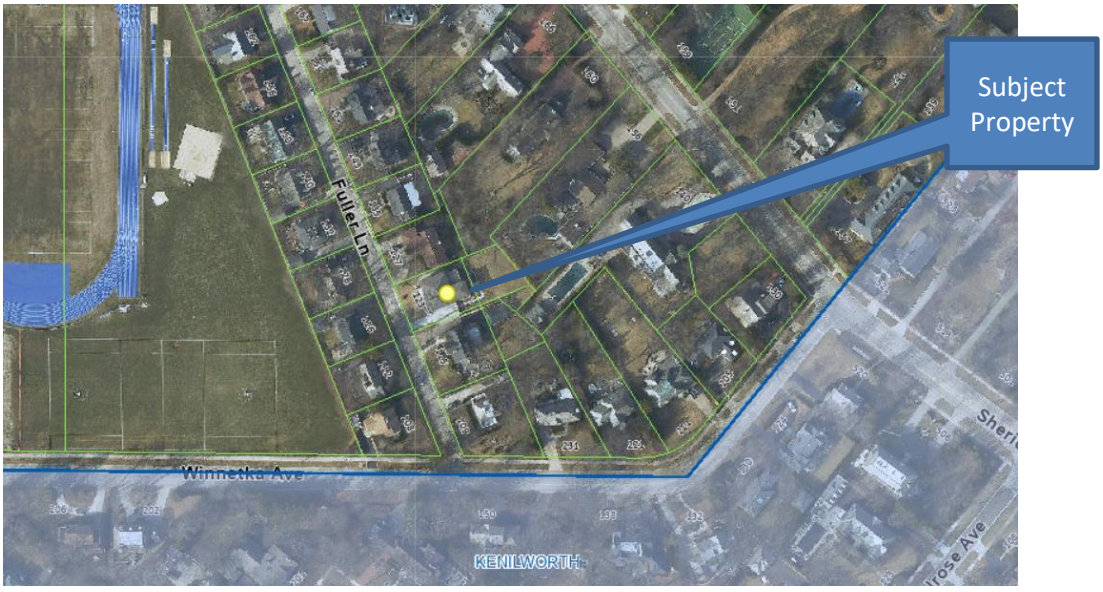
SUBJECT: SEASONAL POOL DOME TEXT AMENDMENT
123 FULLER LANE (CASE NO. 2021-05-TX)

INTRODUCTION

On May 18, 2021, the Village Council will consider a request by Mike and Lee Ann Rechtin (the "Applicants") that the Village amend the Zoning Ordinance to exempt seasonal pool domes from having to meet the applicable zoning standards of the zoning district in which it would be located (See Attachment A). The Applicants are the owners of 123 Fuller Lane (the "Subject Property") and have installed a seasonal pool dome, which does not meet the maximum floor area, maximum roofed lot coverage, and minimum side yard setback requirements of the zoning district in which it is located. Staff would also note that the Applicants identify other potential temporary uses (e.g. residential outdoor ice skating rinks, golf enclosures, garden domes, etc.) that should also meet the same requirements as a temporary seasonal pool dome in the single family residential districts.

PROPERTY DESCRIPTION & BACKGROUND

The Subject Property is zoned R-5 Single Family Residential and contains an existing home and inground pool. The home was constructed in 2016-17 and the inground pool in 2019. Both were constructed without requiring any zoning relief. The Comprehensive Plan designates the Subject Property as appropriate for single family land uses, and the zoning of the property is consistent with the Comprehensive Plan.



In October 2019, it was brought to the Village's attention that the Applicants were intending to install an inflatable dome over their inground swimming pool. Staff reached out to the Applicants requesting a meeting to discuss what they were planning to install. On October 11, 2019, staff met with Ms. Rechtin and informed her that though temporary and seasonal, her pool dome would be required to meet all applicable zoning requirements. It appeared that the dome did not meet the maximum gross floor area, maximum roofed lot coverage, and minimum setback requirements of the R-5 District, and that if she wished to install it she would need to apply for zoning variations. Over the next several weeks, the Village had communications with the Applicants with the Applicants questioning the Village's determination that the seasonal dome has to meet zoning requirements. On December 9, 2019, as the Village's Zoning Administrator, I sent the Applicants a letter providing the Village's zoning determination that a temporary swimming pool dome is required to meet applicable zoning requirements (Attachment B). More specifically, the Applicants' proposed temporary swimming pool dome would need to meet the following requirements:

a. Maximum Roofed Lot Coverage
b. Maximum Impermeable Lot Coverage
c. Maximum Floor Area Ratio
d. Minimum Side Yard
e. Minimum Total Side Yard Setback
f. Minimum Rear Yard
g. Maximum Height of Structures Other than Buildings

After sending the letter, the Applicants responded by email with a couple of questions regarding the applicability of the zoning determination to their situation and other situations that they believed were like theirs. After that, staff did not hear any more from the Applicants, nor did the Applicants file an appeal of the zoning determination.

On November 12, 2020, the Village received an anonymous complaint from a neighbor regarding the installation of a temporary pool dome on the Subject Property. On November 16, the Village sent a code violation notice to the property owner. [Attachment B. Note: A code violation notice is different than a citation. A violation notice is a warning.] The letter stated they could file a zoning variation application for any non-compliant zoning items or request a text amendment that would exempt temporary pool domes from having to meet the zoning requirements.







On December 1, 2020, the Applicants reached out to Village staff informing us that they would like to request that the Council amend the Zoning Ordinance to allow them to install a seasonal pool dome without needing to meet all applicable zoning requirements.

ZONING COMPLIANCE

The attached zoning matrix highlights the existing lot and the pool dome's compliance with the R-5 zoning district (Attachment C). The pool dome, which measures 22 feet 1 inch by 51 feet (1,126 square feet) does not meet the following zoning requirements:

Maximum Roofed Lot Coverage. The site currently consists of 2,514.83 square feet of roofed lot coverage (RLC). The increase in RLC with the pool dome is 1,126.08 square feet; bringing the total RLC to 3,640.91 square feet, whereas a maximum of 3,402.25 square feet is permitted, exceeding the maximum by 238.66 square feet (7.01%).

Maximum Gross Floor Area. The site currently contains 4,371.95 square feet of GFA. The increase in GFA with the pool dome is 1,126.08 square feet; bringing the total GFA to 5,498.03 square feet, whereas a maximum of 4,374.1 square feet is permitted, exceeding the maximum by 1,280.1 square feet (29.26%).

Minimum Side Yard Setback. The existing residence provides a north side yard setback of 7.98 feet and a south side yard setback of 21.83 feet. The pool dome provides a north side yard setback of 18.42 feet and a south side yard setback of 5.58 feet, whereas a minimum side yard setback of 7.43 feet is required, encroaching the required setback by 1.85 feet (24.9%).

The Zoning Ordinance allows in-ground swimming pools not within a structure in the R-5 district to provide a minimum side yard setback of 6 feet. Additionally, the Zoning Ordinance allows accessory buildings located within the rear quarter of the lot to encroach into the side yard and provide a reduced setback of 2 feet in the R-5 district. In this case, the pool dome is not located within the rear quarter of the lot; therefore, it is required to comply with the side yard setback requirements.

ZONING RELIEF

The Applicants' request is similar to a recent Zoning Ordinance amendment (MC-4-2020) that allows schools to install tents for a period of up to 180-days within a 12-month period. The amendment was required because the Zoning Ordinance makes no distinction between temporary and permanent structures; therefore, all temporary structures are required to comply with their applicable Zoning Ordinance requirements, such as bulk and setback requirements, as well as special use requirements. It should be noted that zoning ordinances often have separate zoning requirements for specific types of temporary uses and structures. Our Zoning Ordinance does not. Given that public and private schools are a special use in single family residential districts, the use of tents would require special use approval. In addition, the tents would be required to meet the applicable lot, space, bulk, and yard setback regulations for the single-family residential districts.

The Zoning Ordinance text amendment (MC-4-2020) adopted by the Council allows schools to use temporary tents and:

- Established a process by which the Village Manager could approve he temporary use of tents by schools for up to 14 days, with the ability to grant a 14-day extension.
- Only require temporary tents to comply with the yard setback requirements; they would be exempt from the other lot, space, and bulk requirements. However, the Village Council may approve placement of a tent within a required yard setback. [If the request includes placement within a required yard, a notice must be sent to property owners within 250 feet of the property in question.]
- Allow the Village Council to grant approval for use of tents for up to 180-days within a 12-month period. This limitation is consistent with adopted building and fire codes for such temporary structures.
- Allow the Village to place conditions on its approval and require tents to comply with all applicable requirements.

Under the current Zoning Ordinance requirements, the Applicants would need to file a zoning variation application to receive relief from these requirements. Given the specific relief required for the Applicant's situation, the Zoning Board of Appeals would make a recommendation and the Village Council would have the final authority to grant the necessary relief.

The Zoning Board of Appeals would review such a request and make a determination whether or not the requested variations can meet the following variation standards:

1. that the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district;
2. that the plight of the owner is due to unique circumstances;
3. that the variation, if granted, will not alter the essential character of the locality;
4. that an adequate supply of light and air to adjacent property will not be impaired;
5. that the hazard from fire and other damages to the property will not be increased;
6. that the taxable value of land and buildings throughout the Village will not diminish;
7. that the congestion in the public street will not increase; and
8. that the public health, safety, comfort, morals and welfare of the inhabitants of the Village will not be otherwise impaired.

Meeting these standards is a high bar, in particular, Standards 1 and 2.

If the Council decides to allow the proposed temporary pool dome structures, and wishes to allow them without needing to meet all the requirements of the Zoning Ordinance, the Council may wish to allow them as follows:

1. Allow temporary pool domes (i.e., structures that are installed for less than 180-days during a 12-month period) without having to meet the zoning requirements of the zoning district in which they are located.
2. Allow temporary pool domes but only requiring them to meet certain zoning requirements (e.g., all yard setbacks, front yard setbacks, etc.).
3. Allow temporary pool domes subject to review and approval by the Village Council or one of the advisory bodies, such as the Zoning Board of Appeals. The process would allow the temporary use to vary from the Zoning Ordinance lot, space, bulk, and yard regulations of the zoning district in which it is located. The process would also include a public notice requirement (a mail notice to property owners within 250 feet) and specific standards would be established that the request would need to meet. Such standards may be similar in nature to those of the special use process:
    a. That the establishment, maintenance and operation of the use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;
    b. That the 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;
    c. That the establishment of the 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;
    d. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimizes pedestrian and vehicular traffic congestion in the public ways;

e. That adequate parking, utilities, access roads, drainage and other facilities necessary to the operation of the use exist or are to be provided.

As established in Section 17.72.040 of the Zoning Ordinance, an amendment to the zoning ordinance text may be proposed by a property owner, a board or commission, or the Village Council. Upon receipt of such requests the Village Council designates a body to conduct a public hearing and to provide its recommendation to the Council.

The Council may designate itself to conduct the public hearing or may designate another board or commission to hold a public hearing on the request, which is to be held within 60 days of receipt. Notice of the public hearing requires publication in the newspaper at least 15 days before the hearing.

If the Council is inclined to further consider a text amendment as requested by the Applicants, depending upon how the Council may wish to allow the temporary structure, the Plan Commission or the Zoning Board of Appeals would also be required to hold a public hearing on the request. If that is the case, the Council may wish to refer the Zoning Ordinance text amendment to one or both of these bodies for the public hearing, so that the public hearing on the Zoning Ordinance text amendment and the specific zoning relief request could be held simultaneously.

SUMMARY

Staff requests the following policy direction from the Village Council.

1. Does the Village Council find it appropriate to allow temporary pool domes that do not meet some or all of the lot, space, bulk and yard regulations for the zoning district in which they would be located?
    a. If so, what process should the Applicant go through to request that they be allowed to have such temporary domes?
        i. The Village's existing zoning variation process?
        ii. Such temporary domes should be allowed without having to meet lot, space, bulk and yard requirements for the zoning district in which they are located?
        iii. Such temporary domes should be allowed without having to meet specific zoning requirements (e.g., all yard setbacks, rear and side yard setbacks, etc.)?
        iv. Such temporary domes should only be allowed after going through a new zoning review process requiring approval by either the Zoning Board of Appeals or the Village Council?

ATTACHMENTS

Attachment A: Applicant Submittal
Attachment B: Zoning Determination Letter & Violation Notice Letter
Attachment C: Zoning Matrix

Attachment 2

We are Mike and Lee Ann Rechtin, homeowners at 123 Fuller Lane, and we are seeking a text amendment to Winnetka Zoning Ordinance Section 17.04.020-S.12 defining "Structure" to allow a seasonal, temporary pool dome a standalone and separate permit for installation. Furthermore, if our Village is going to require a temporary use permit for a pool dome, I am asking that temporary ice rinks be held to the same standard and require a permit, also. There are other types of temporary structures residents may like to have such as bubble/garden domes and golf enclosures, so this amendment could include a variety of temporary (seasonal) structures. The "Structure" definition should parse out how to handle "temporary" structures and "temporary" should further be defined to address "seasonal" which includes an extended period (six months) for use, with repeated use over the years, for example, the permit is valid for five seasons (or years).

The trickle-down effect of the pandemic has catapulted families into re-examining their homes as they live, work and play. Our immediate and specific need is for the Village Council to approve a temporary pool dome, which would allow us to continue to exercise safely in our home. In addition, this is an opportunity to use our situation as a test case to review and evaluate existing code language and permits; and to begin a dialogue that identifies and addresses a permit process for current backyard products and lifestyle trends that keep Winnetka at pace with attracting future residents, so that going forward, a pool dome can be a simple permit process.

Our problem:

In short, the problem we face is that there is no specific permit to address this type of seasonal, temporary structure. The current building permit requirements for my pool dome is the same set of parameters as building an addition to a house.

Of those building permit standards, our dome size figures exceed the "Roofed lot coverage" and "Floor area ratio," figures for our house. We are not sure about height, we could not find the height figure online? The dome does not increase setbacks or impermeable surface; those figures were met when we built our pool using the pool permit requirements.

17.30.030-Roofed lot coverage, impermeable surface area
17.30.040-Floor area ratio
17.30.060 & .070-three setback parameters
17.30.080-Maximum height of structure outside of the home

The Ameri-Dome is classified as an air supported structure. It must be anchored to the deck of the pool to hold it in place. The air needed to support the swimming pool enclosure is supplied by a blower which is regulated by a "pressure" switch. This switch turns the blower on when the dome needs air, and turns it off when the dome achieves optimum pressure. When the blower is operating, outside air is pumped into the enclosure. An air seal is created between the pool deck and the hem of the dome with the use of an 18" flap. This flap is "sealed" on the interior perimeter of the enclosure. The sealing ability is enhanced as the internal air pressure forces the flap down onto the deck of the pool.

Entry or exit is accomplished through the use of a zippered entry panel. If an entry is left open for an extended period of time, excessive air loss will cause the dome to begin deflation. This process takes a considerable amount of time on an average dome.

Again, Most of the time when there is a regulating entity for a dome, it is the local Fire Dept. If at all possible, that's the direction you should approach from as they tend to make things happen quickly and their regulations are much less confusing, more practical, and less restrictive than ones that could be imposed by the local building department.

If you are purchasing a replacement dome, you are very likely "Grand Fathered" in and there should not be any potential issues. Additionally, if there are other Commercial domes in the area, that information could possibly be used to further supplement your efforts.

Fire Certification:

We have the required Fire Retardant Certification as approved by the California State Fire Marshall and they are universally recognized as having the most stringent precedents in the US and therefore their certification is accepted nationwide.

Engineering:

We have different engineering reports for our domes based on widths of the structures. For permitting processes, we will provide the appropriate engineering for your specific dome. Our domes have engineered wind ratings that occasionally do not meet the local requirements in a given area. Example: On the gulf coast there are some places that require a wind rating of 135 MPH. There are NO domes anywhere that are engineered for that wind velocity. But, there are many domes in that area. Our company alone has MANY installed at resorts, HO Associations, City & County pools, etc. This is accomplished by the use of a **CONDITIONAL** or **PRACTICAL / FUNCTIONAL VARIANCE.** Basically it's an agreement between the Dome operators and the local regulatory agency that stipulates when and how the dome is to be used. Example: If the wind velocity reaches 50 MPH, the dome would be deflated and not occupied until the weather improves. We have a Sample you may use as a model to help you formulate your own agreement should it be necessary. SEE INFO HERE

Functional Variance:

There are times when a regulation or requirement is included in a code that works for most situations and in other situations the same regulation or requirement actually places the public in a potentially perilous position. In cases such as this, most authorities are generally willing to work with the Dome operators to come up with a reprieve or a work-around for a specific requirement.

Backup Generators:

Generally speaking there is no need for a Backup generator as the deflation time of a large commercial dome (over 5000 SQ-Ft.) is normally longer than 30 minutes from the time the power goes off. If there is a requirement for one, it would make sense to use a **Power Failure Alarm** on the blower system to detect and Sound an alarm should a loss of power to the blowers occur. This would notify the occupants of the dome that they would need to leave and with the extensive deflation time of a dome, there would be adequate time for all to evacuate safely and also eliminates the need for a costly and unsafe interior support structure should the power go off.

SAMPLE Conditional Use Agreement or Variance. This document can be used as a model to help guide both the Dome purchaser and the Permitting agency.

==========

Conditional Use Agreement AIR SUPPORTED STRUCTURE over Swimming Pool

This "Letter of Understanding" is executed in reference to the Ameri-Dome installation located at _____.

1. It is understood that the "Dome" structure will be used as a temporary structure and will not be installed for more than 180 days per calendar year.

2. It is understood that this "Dome" structure has an engineered rating of Not less than 80 MPH and that the dome will not be used in circumstances where the wind forecast is greater than 50 MPH.

3. Should a wind "event" be forecast to be in excess of 50 MPH it is understood and agreed that the "Dome" will be deflated prior to the occurence of the wind "event" and remain on the surface of the pool until the wind "event" is concluded.

4. If a wind "event" is forecast to be in excess of 50 MPH and is forecast for a period of time during non-operational hours of the pool, the "Dome" shall be deflated over the pool prior to closing the facility and remain in place until the wind "event" is concluded.

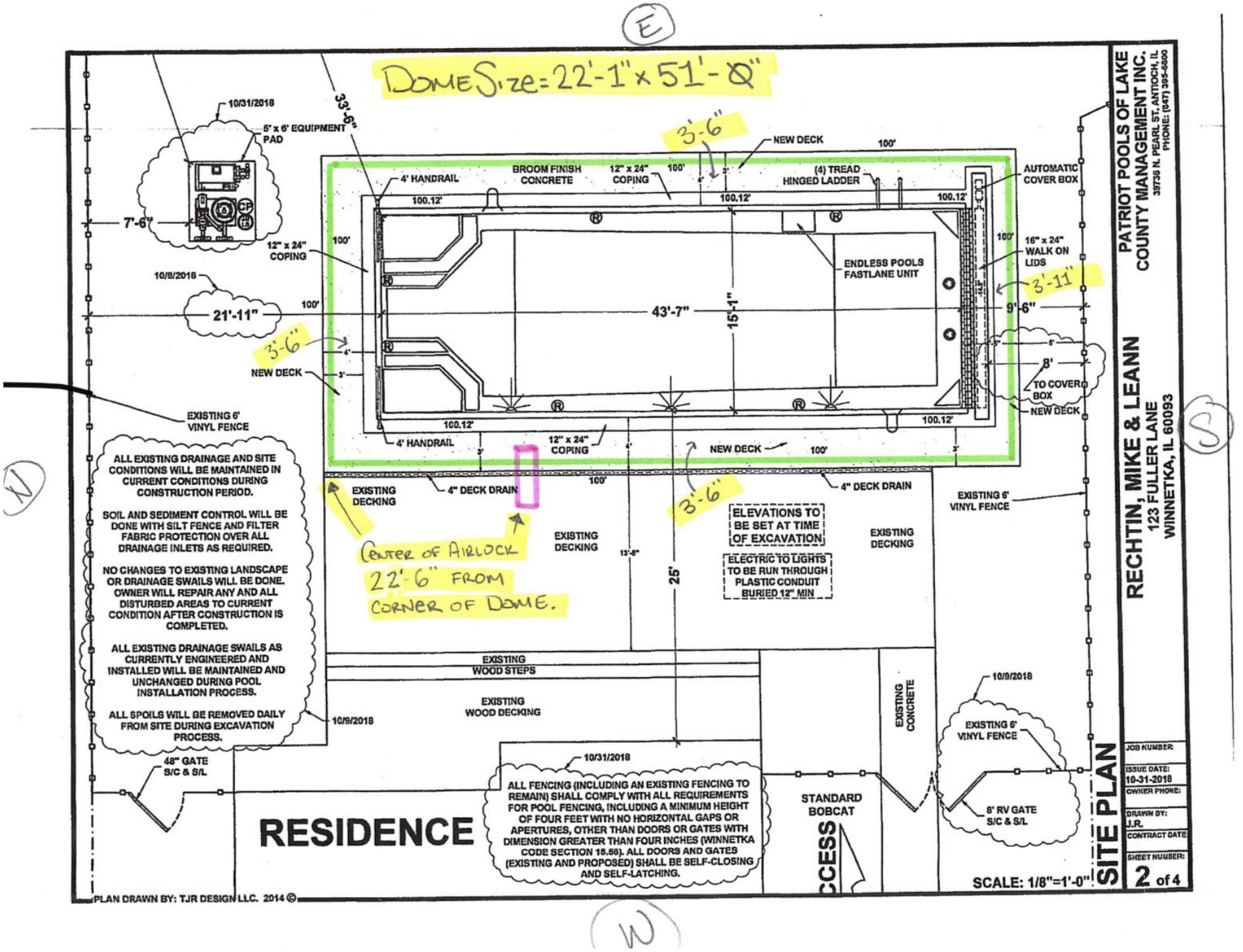
5. It is understood that there is no seismic rating for this "Dome". Air supported structures are inherently flexible and are not affected negatively by seismic activity.

6. It is understood that there are no snow load calculations for this "Dome". Heat rising from the surface of the water collects on the underside of the "Dome" ceiling. Typically, a light to medium snow will melt from the heat transfer through the membrane. Should conditions occur where the "Dome" is unable to discharge the snow, the dome will be evacuated and it shall be deflated and remain on the surface of the pool until the snow "event" is concluded. Note: "Dome" collapses due to snow accumulation do not occur rapidly. Typically it can take hours to bring a dome down to the surface of the water due to the weight of snow.

Relevant Notes:

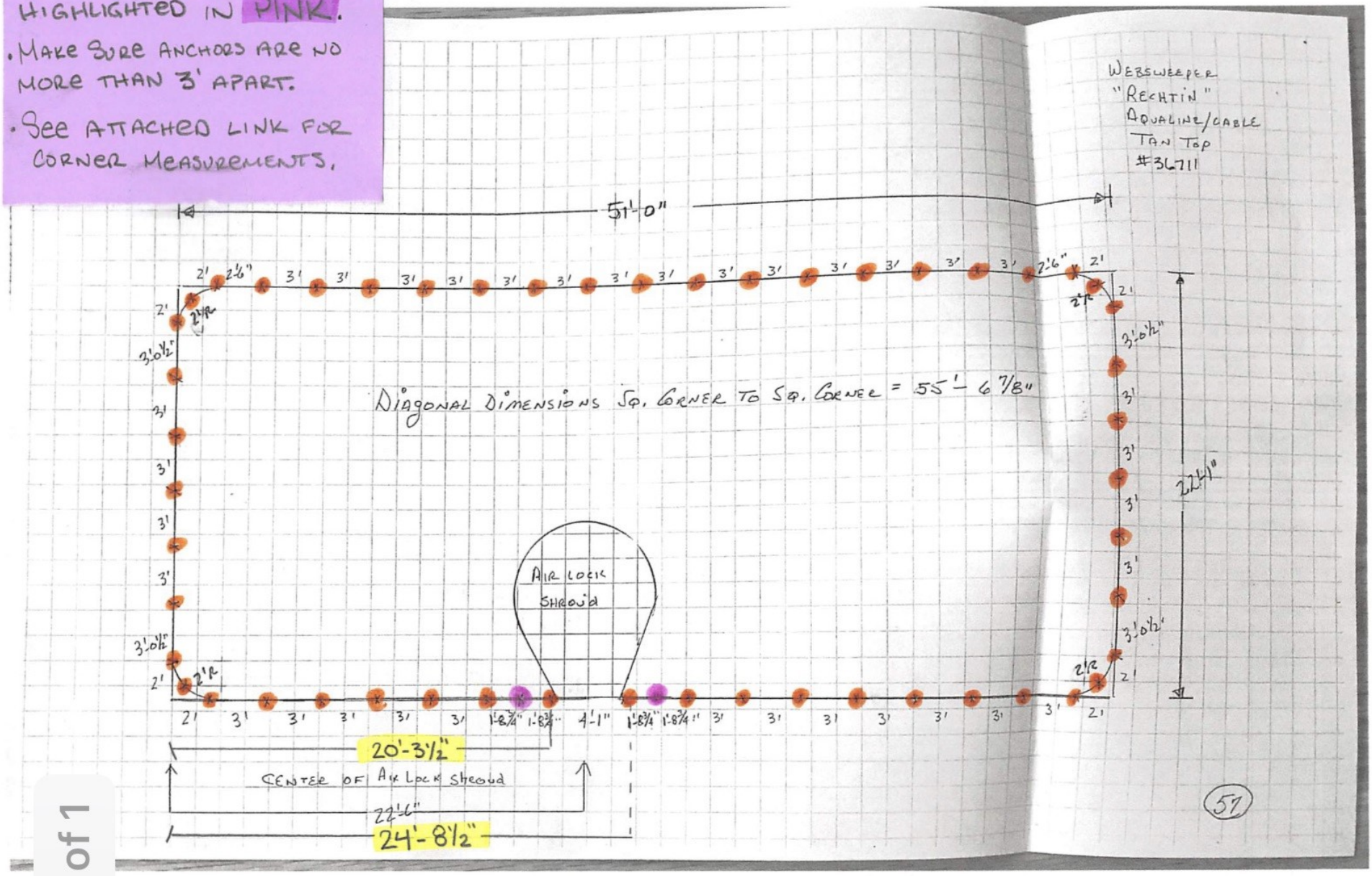
A. The internal pressure within an Air Supported Structure is used as a factor of the in the wind calculations. This internal pressure accounts for 60% of the pressure applied to the "Dome" anchoring system. If the "Dome" is collapsed onto the pool, the wind is inconsequential.

B. Standard Structural Engineering is over-engineered by a minumum factor of 1.67. This translates into a Minimum of 67% safety factor calculated into the engineering provided for the Ameri-Dome.


DOME SIZE = 22'-1" x 51'-0"
PATRIOT POOLS OF LAKE COUNTY MANAGEMENT INC.
39736 N. PEARL ST. ANTIOCH, IL
PHONE: (847) 395-5800
RECHTIN, MIKE & LEANN
123 FULLER LANE
WINNETKA, IL 60093
SITE PLAN
RESIDENCE
10/31/2018
5' x 6' EQUIPMENT PAD
33'-6"
7'-6"
12" x 24" COPING
10/9/2018
21'-11"
3'-6"
NEW DECK
EXISTING 6' VINYL FENCE
4' HANDRAIL
BROOM FINISH CONCRETE
12" x 24" COPING
NEW DECK
(4) TREAD HINGED LADDER
AUTOMATIC COVER BOX
16" x 24" WALK ON LIDS
ENDLESS POOLS FASTLANE UNIT
43'-7"
15'-1"
9'-6"
3'-11"
8' TO COVER BOX
NEW DECK
4" DECK DRAIN
EXISTING DECKING
CENTER OF AIRLOCK 22'-6" FROM CORNER OF DOME.
ELEVATIONS TO BE SET AT TIME OF EXCAVATION
ELECTRIC TO LIGHTS TO BE RUN THROUGH PLASTIC CONDUIT BURIED 12" MIN
25'
EXISTING WOOD STEPS
EXISTING WOOD DECKING
EXISTING CONCRETE
ALL EXISTING DRAINAGE AND SITE CONDITIONS WILL BE MAINTAINED IN CURRENT CONDITIONS DURING CONSTRUCTION PERIOD.
SOIL AND SEDIMENT CONTROL WILL BE DONE WITH SILT FENCE AND FILTER FABRIC PROTECTION OVER ALL DRAINAGE INLETS AS REQUIRED.
NO CHANGES TO EXISTING LANDSCAPE OR DRAINAGE SWAILS WILL BE DONE. OWNER WILL REPAIR ANY AND ALL DISTURBED AREAS TO CURRENT CONDITION AFTER CONSTRUCTION IS COMPLETED.
ALL EXISTING DRAINAGE SWAILS AS CURRENTLY ENGINEERED AND INSTALLED WILL BE MAINTAINED AND UNCHANGED DURING POOL INSTALLATION PROCESS.
ALL SPOILS WILL BE REMOVED DAILY FROM SITE DURING EXCAVATION PROCESS.
48" GATE S/C & S/L
ALL FENCING (INCLUDING AN EXISTING FENCING TO REMAIN) SHALL COMPLY WITH ALL REQUIREMENTS FOR POOL FENCING, INCLUDING A MINIMUM HEIGHT OF FOUR FEET WITH NO HORIZONTAL GAPS OR APERTURES, OTHER THAN DOORS OR GATES WITH DIMENSION GREATER THAN FOUR INCHES (WINNETKA CODE SECTION 15.56). ALL DOORS AND GATES (EXISTING AND PROPOSED) SHALL BE SELF-CLOSING AND SELF-LATCHING.
STANDARD BOBCAT ACCESS
6' RV GATE S/C & S/L
SCALE: 1/8"=1'-0"
PLAN DRAWN BY: TJR DESIGN LLC. 2014 ©
JOB NUMBER:
ISSUE DATE: 10-31-2018
OWNER PHONE:
DRAWN BY: J.R.
CONTRACT DATE:
SHEET NUMBER: 2 of 4

Notes:

- Skip the anchor points highlighted in PINK.
- Make sure anchors are no more than 3' apart.
- See attached link for corner measurements.



Ameri-Dome General Specifications:

Top & Walls Material	20 mil PVC UV Stabilized 100% Virgin Vinyl. (no reclaimed, recycled, or regrind material is used) Our vinyl is made in the U.S.A. It is far superior to imported vinyls which are so prevalent today.
Anchor Hem Material	18 ounce reinforced polyester which is encased within a 20 mil hem. (adds great stability and strength)
Anchor Cable	3000 lb. rated 3/16" vinyl coated continuos loop aircraft style cable.
Wall Height	66"
Hem Height	8"
Ceiling Height	Center: 12' to 14' on an average dome. The larger the dome, the higher the ceiling. See dome width vs. height diagram.
Zipper Height	64"
Anchor Sleeves	1/2" diameter x 1-7/8" long. Expanded into deck with center punch (supplied). Typical anchor spacing is 3'
Anchor Eyebolts	3/8" diameter (threaded) x 2-1/2" long. Removable when dome is stored and deck is left clear.
Corner Radius	2' or 4' depending on size of dome.

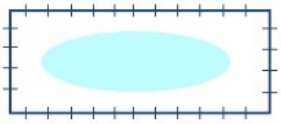
Step #1: Snap a Chalk line

Snap a chalk line on the pool deck to form the outline of the dome using the original "X" marks to form your perimeter line. (These are the ones that were placed on the deck in indelible marker when you measured the dome for ordering.)



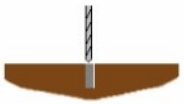
Step #2: Mark Anchor Spacing

Using the instructions we provide for your specific dome as your guide, place a chalk mark across the perimeter line at each anchor location. This anchor spacing is typically every 3'. It is not necessary to mark the corner anchors at this time as the exact placement of them will be determined after the dome is spread across the pool.



Step #3: Drilling Anchor Holes

Drill a hole with a "Roto-hammer" and a 1/2" diameter masonry bit to a depth of 2" at each anchor location.



Step #4: Installing Anchors

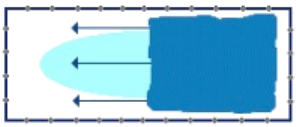




Drop an anchor sleeve into each hole drilled. Tap gently with a hammer if necessary until the top of the sleeve is flush with the swimming pool deck. To "set" the anchors, place the anchor setting tool (provided with your dome kit) into the center hole of each anchor and strike the tool with a hammer until it feels like it's bottomed out. Do not screw in the eyebolts yet as we do not want to snag the dome on them as it is spread across the pool.

Step #5: Spreading out the Dome

Being careful to not drag or scrape the dome across the pool deck, spread the dome over the pool and position as closely as possible to the perimeter chalk line.



Step #6: Add the Eyebolts

Screw an eyebolt into each anchor and screw the retaining nut down to "lock" the position of the eyebolt in place.



Step #7: Attach Eyebolts to Cable

Attach the cable of the dome to the eyebolts.



Step #8: Make corner radii

Determine the corner anchor positions by pulling the the corners of the unit into place. Drill the remaining corner anchor holes, set the anchors, and screw in and set the remaining eyebolts. Attach the cable to these eyebolts.



Step #9: Position Dome Blower

Position the blower assembly and control switch between any 2 anchors at any place around the perimeter with the exception of directly at the entry, a corner, or the anchor hem close-off.



Common Questions:

1. How big is the dome?

   Our pool is roughly 20'x40', and the dome is anchored into the concrete deck. It is anchored 3.5' from the water line in 3' increments surrounding it. The middle peak of the dome is about 11' tall and the sides are about 7' tall.

Ameri-Dome Sizes:

Our manufacturing facilities can produce swimming pool enclosures up to 7,000 feet². Your dome can be any combination of perimeter dimensions as long as we do not exceed this limit. Domes larger than 3,000 feet² fall under commercial domes and require special pricing.

If a lap pool 150' x 15' is your desire, no problem. Need a 50' x 50' square ? Also, not a problem. If a very small dome is needed, here's a word of caution. The smaller the unit, the faster it will deflate during a power loss or if the entry is left open for extended periods of time. A 500 sq. ft. dome can come down in 3 to 5 minutes. A 1500 sq. ft. dome will take 15 to 20 minutes to fully deflate. This is due to difference in volume of air within the 2 differrent units.

Ameri-Dome Styles:

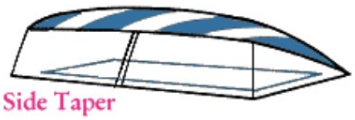
The **Ameri-Dome** offers 3 different styles of swimming pool domes. The greatest majority of our users opt for the standard unit with all 4 (or more) walls being equal in height.

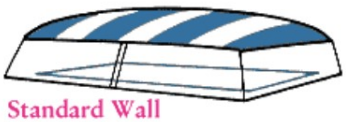
A side taper or end taper unit would be used in areas where the pool dome is totally unprotected from the wind and the possibility of 65 mph or greater winds occur on a regular basis.

Another reason for using the side or end tapered units would be to protect a scenic view that might otherwise be blocked by the dome itself.

If a side or end tapered unit is used, the user's ability to walk freely on the inside of the dome (near the shorter walls) will be greatly impaired.


End Taper


Side Taper


Standard Wall

The wall height on a standard style dome is approx. 6' high from the deck of the pool. The curve of the roof begins at the top of the 6' wall. The total height of the dome in the center is determined by the overall size of the dome. The larger the pool dome, the taller in the center. To give you a rough idea of how high a specific dome might be in the center, let's use an example of a 26' x 48' dome. This dome would be about 11'-9" in the center. Need a shorter dome? We can do it! Just ask.

2. What are the mechanicals for the dome?

   An air blower (115volt), regulated by a barometric switch uses a garden hose from blower to pool to recirculate warm water through it. We have an automatic pool cover that remains open by 4' to allow the warm air to circulate (We think this helps with air pressure, too). On occasion, we will need to add water to the pool, so we have a heated cable from the outdoor faucet to keep the faucet and hose from freezing. The inside air temperature is about 70 degrees and the air blower are positioned outside of the dome with our other pool equipment and is very quiet.



The Ameri-Dome Heater/Dehumidifier

See our field test results.

Another reason why Ameri-Dome is BY FAR the Best Selling Dome in the Pool Industry!

Do you live in an area that gets below 40 F? Not sure if a Pool Dome will work in your area? We have good news for you! The Ameri-Dome Heater makes swimming in nearly any climate a Totally Comfortable Experience!

Imagine this scenario: It's fall, winter, or spring and 40 degrees outside. The blower on your dome is injecting the 40 degree outside air into the interior of the dome to keep it up. Swimmers have left the 85 degree pool water and want to sit on the pool deck and relax. There's a 45 degree difference in the the pool water temperature and the cold air being blown onto the people on the deck. If not unhealthy, it's at the very least very uncomfortable. With a dome heater, under this scenario, the air being brought into the dome would be a very comfortable 70 degrees (+ -) 3 degrees.

If you believe you may need a dome heater along with your new dome this season, we encourage you to place your order as soon as possible as we are only able to produce a few hundred per year. If you live in the southern part of the country and are not sure a Dome Heater is needed in your locality, just let us know when you order your Ameri-Dome and we'll setup your dome package so if you later decide to purchase a Dome Heater, you'll be ready to go. There is No extra charge for this service.

How it Works: The Ameri-Dome Heater simply "borrows" heat from the pool water, using no electricity. By turning on your pool pump and opening a valve, some of your warm pool water is routed through your dome heater coils. As the air is forced into the dome to keep it inflated, it passes over these heated coils and is warmed as it enters the dome.

If you live in an area that experiences very cold temperatures, 25 F or colder, and your blower is controlled by a pressure switch (typically residential models) the water supply to the Dome must be turned off and the Dome Heater must be drained if the power goes out. In addition, compressed air needs to be blown through the hose and Dome Heater. Water left in the Dome Heater may freeze and rupture the tubing. This does not apply to commercial domes where the pump for water circulation is required to run 24/7. In addition, if the dome heater housings were to be elevated at the rear of the unit, (approx 1-1/2 to 2") then even if the power went off, the units would self drain and help to prevent freezing.

Ideally, the water supply hose should be as short as possible, 3/4" diameter, and the water supply should come directly off of the plumbing closest to the actual pool pump. If using a garden hose to supply water to the dome heater, it should be insulated. By insulating the Garden Hose, less heat is lost on the way to the Dome Heater, therefore, making it warmer inside the Dome and this also helps to keep the Hose from freezing and rupturing.

If the dome heater coil is allowed to freeze, it can rupture. The manufacturer of the coils does not warrant them against freezing. Replacement coils are available for purchase and can be installed locally.

Placing your Blower/Dome Heater

Dome heaters operate by forcing the pool's warm water through the dome heater unit. Normally, they are easily "plumbed" in at either the pool heater return line coming directly off the pool heater using the method described below, **OR** if you are fortunate enough to have a pool cleaner/vacuum that plugs into your pool wall fitting you can hook the dome heater supply line to the wall fitting. Use either the male fitting attached to your cleaner/vacuum or buy another fitting from a local pool supply. This is the simplest method. View both attaching options.

The blower/heater combo is usually placed near the pool's pump, filter, pool heater, etc. Generally these items are at the far end of the pool, away from the building and dome entrance. However, be sure to keep your plumbing method (described above) in mind when choosing a location. Once you've decided on the right spot, it's time for the installation.

Using the Dome Heater

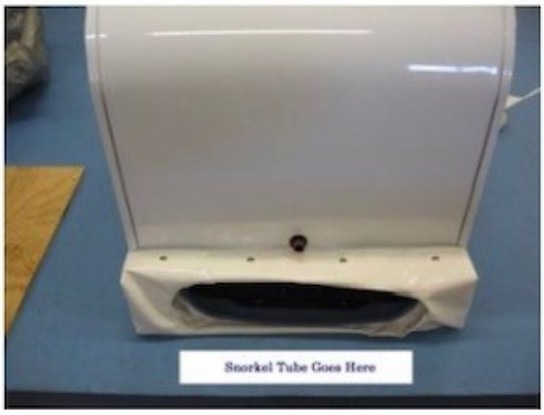
The dome heater is activated by turning on the hot water supply at the hose bib and turning on your pool pump if it is not already on. For safety reasons, keep small children away from the discharge hose in the pool as the water may at times be fairly warm.

Installing the Dome Heater

There are **3** extra items you will need to install the dome heater if you're hooking it directly into the return line just off the pool heater.

1. 1.5" PVC "T" fitting with a standard hose bib attached.
2. Two adequate lengths of good quality 3/4" inside diameter garden hose. You will need one hose that is long enough to reach from your pool heater (or the heater return in the pool) to the dome heater and a second hose that is long enough to reach from the dome heater into the pool to discharge the cold water. Use the shortest lengths possible to allow maximum efficiency.
3. An adequate length of hose insulation to reach from your hose bib to the desired location of your heater. This soft foam insulation is available at your local hardware store and is the same type used to insulate a 1" pipe from freezing. The insulation increases efficiency and keeps water from freezing in the hose in cold weather climates.





Installation



1. Begin by installing the blower in the dome heater housing. First, slip the white vinyl boot over the mouth of the blower and the snorkel tube (not shown), sliding it all the way back to the base of the blower. Tighten and knot the draw cord to secure the boot in place (see picture above left).
2. Next, set the heater housing on top of the blower and secure the boot cuff to the exterior lip of the heater housing with provided screws (see picture above right).
3. Plumb the hose bib into your pool heater return line as shown (right-top). Connect the female end of the hose provided to the hose bib. Place the dome heater over the blower and cut the hose to proper length. Allow enough length of hose to insert the end of the hose into the hole in the side of Dome Heater and an extra 7". Slip the end of the hose over the copper tube and secure with the stainless steel worm clamp provided. The other end of the hose connects through the hole on the front of the dome heater and is attached the same way as the previous hose connection. Once this length has been determined, cut the hose and discard any left over hose material.



4. Route the hose under the cable anchor of the dome and discharges directly into the pool. It's a good idea to allow the discharge hose to dangle in the water a couple of feet.
5. Once the unit is "plumbed" properly, install the foam insulation on the part of the hose that comes from the hose-bib to the actual heater.

Our Blower Does Not Run Continuosly. It is regulated by a unique type of barimetric switch. This switch activates the blower when the air pressure drops to an acceptable minimum level. The same switch also senses when the air pressure within the dome achieves optimum inflation levels and then turns the blower off. This feature not only **Saves on Energy** consumption (our blowers cost only about $20 to $25 per month to run), it also prevents the blower from forcing too much pressure into the dome. This feature also **keeps the pressure at a very comfortable level** for the people in the unit. It is adjustable to accommodate severe wind conditions.

Our switch operates on a mechanical basis and there are no complicated components involved. It is capable of operating for millions of cycles.

A laminated plywood housing is supplied to cover the blower from extreme weather conditions and restrict the entrance of any snow into the blower squirrel cage.

Width	17"
Length	19"
Height	18"
Weight	36 lbs.
Voltage	115 (AC) 60 Cyles, 7.5 amps. or See Overseas Blowers
Thermal Cutoffs	2
Rating	1/4 Horsepower
Turbine Diameter	9"
Delivery	550 cfm
Housing	High density polyethylene

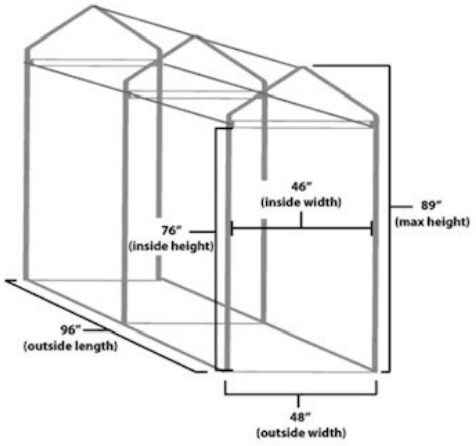


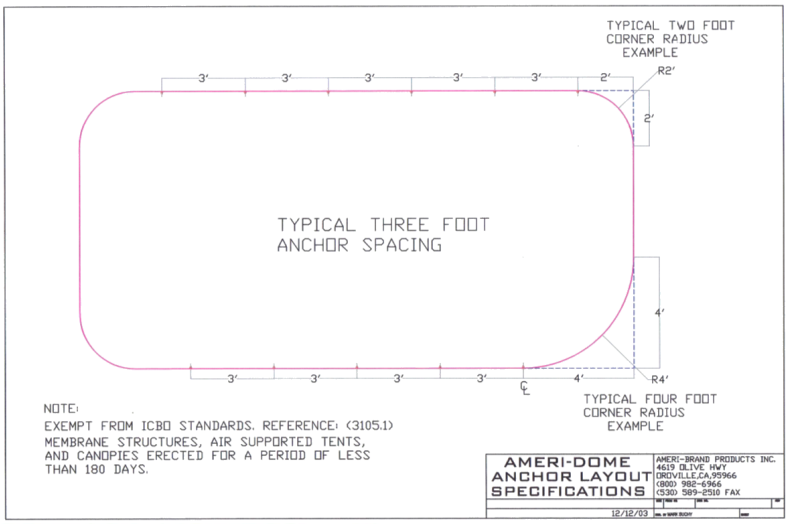


Airflow is directed into the dome with the use of a snorkel tube. This air tube enters the dome underneath the hem and cable. The blower and snorkel tube can be located anywhere around the perimeter of the dome except at a corner or directly in front of a door.

3. Safety?

We have a key lock entry system (an upgrade). The side walls are transparent, and there are stainless steel anchor and eye bolts every 3' in the concrete deck. There is a steel cable that ties the dome through the eye bolts. The anchors sit 2" deep in a 4" poured pool deck.





Concept Behind the Airlock Entry System

At Ameri-Brand Products Inc., we are blessed with the aptitude and capacity for solving problems that come along, as well as improving upon ideas that already exist. A great example of this ingenuity is The Airlock Entry System. Before we invented the airlock, there were only 3 ways to get in and out of small to medium sized domes: the standard zipper, the "L" zipper, and the rotary door. These entries work fine for many younger, active people in good health. However, they can pose a challenge to the elderly, people of poor health, and people with disabilities. Since many of our customers have medical issues and use their pools for aqua therapy, this was quite a problem. The afore mentioned entries can also create problems for Emergency Medical Services (EMS) when responding to pool related emergencies. How do you get someone on a backboard through a zipper or rotary door?

With these obvious concerns in mind, it's easy to see where the idea for larger, ADA compliant (handicap accessible) entry system came from. Ameri-Brand Products Inc. invented the Airlock Entry System with the consumer in mind to increase pool safety, increase accessibility, and reduce costs. Airlocks are made of aluminum, unlike steel rotary doors, making it much more corrosion resistant. The materials and the frame structure make the Airlock Entry System much lighter, resulting in less shipping charges, easier handling, and ease of installation (see **airlock installation video**, approx. 2 min). Airlocks are also purposely designed to fit the same size dome shroud as rotary doors for easy replacement on existing domes.

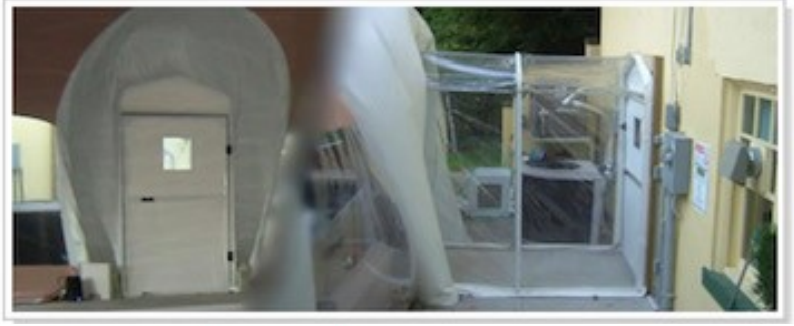
Size & Dimensions

The Ameri-Dome Airlock Entry System provides an opening large enough for wheelchairs, backboards, and even pool-side furniture to move in and out of the pool dome with ease. The outside dimensions of the airlock's base are 4' x 8', with a max height of 89 inches. The inside dimensions of the airlock (room suitable for moving people and objects) are 46" wide x 76" tall.

We also offer an "L zipper" as an option that allows for the movement of larger items into and out of the dome.

If the air within the swimming pool dome becomes too warm, the zipper can be left partially open in order to activate the blower and force the heat out through the opening while replacing the air in the dome with a new supply of fresh air.

Another dome entry option is the use of a rotary door which is typically used in commercial applications or where a larger access is needed to accomodate a wheelchair. Pricing on the rotary air-lock door can be found on our dome prices page.



ABOVE you can see a good interior view of our Airlock Entry System. It is ADA compliant (Handicap accessible) and has a lockable entry. The required "shroud" or "bellows" is also shown. This is used to connect the dome to the Airlock. See more pictures of the airlock entry system here.

The Ameri-Dome Anchoring System:

The Ameri-Dome is anchored by a series of removable eyebolts and a continuos loop of vinyl coated steel cable with a **3000 lb. test rating**. The cable is sealed into the hem at the base of the enclosure.

Anchor sleeves are placed into the pool deck at about 3 foot intervals (see anchor spacing diagram). These sleeves are 1/2" in diameter and 1-7/8" long. In the center of each sleeve is a 3/8" threaded hole which the eyebolts are screwed into.

The cable in the hem goes through the eyebolts and the dome is now ready for inflation.



Note: We have many different types of anchoring systems available for surfaces other than pool decks and concrete. It you would like your dome to be mounted on pavers, grass, ground, wood, or whatever... Give us a call. We have developed many different anchoring solutions over the years. One of them would most likely work for you.



When the swimming pool dome is taken down, the eyebolts are removed to clear the deck. The sleeves remain and are flush with the surface of the deck, leaving no obstacles. We even provide the Hole Plugs to keep debris out of the holes and a Storage bag that "Breathes" for proper dome storage during the off-season.

The vinyl from which the domes are made is delivered to our factory on large rolls. The rolls of vinyl are typically 72" wide and hundreds of feet long(see factory photos). They and are reduced to the proper widths with the use of a "slitter." The material is fed through the slitter's razor sharp blades and then placed on the cutting tables.



Using the plans provided by engineering, the individual sections of the enclosure are then hand dimensioned to form each panel. While this is occurring, the cable anchor hem assembly is manufactured in another area of the plant. The panels are "welded" together to form the walls, ceiling, and corners of the unit. This "welding" process is completed with the use of "radio frequency" (RF) sealing machines and is more commonly referred to as "vulcanizing". Using this process eliminates the need of using liquid adhesives which are not only unsightly, they are unreliable. This "welding process" produces an end product that is both attractive and extremely strong in structural integrity.

Certain components areas of the swimming pool dome are stitched. One of these is the zipper entry which is sewn onto a polyester reinforced panel and then attached to the desired area of entry. This stitching is generally used in areas of unusually high stress.

4. Material and Manufacturer?

   The dome material is 20 mil PVC, UV stabilized, 100% virgin vinyl, made in the USA. Ameri-brand is a leader in the pool dome industry.

Ameri-Dome Colors:

Below are shown the colors available for our swimming pool domes. Clear walls are the most popular. On occassion, a customer will request one or more of the walls to be a solid white or blue color. Usually it is due to the desire or need of privacy. There is a slight upcharge for this.

When selecting the colors of your swimming pool enclosure, keep in mind the "functional" trade-offs between the different color options.

The **Tan** will capture and retain the most heat, but the outside light will have trouble breaking through the domes ceiling. A solid Tan top might make your swimming pool dome too dark on the inside and give you the feeling of being "closed in." In very hot climates the Tan top will make the inside of your dome much too hot to be comfortable.

The **Blue** will capture and retain slightly less heat than the tan, but the outside light will also have trouble breaking through the domes ceiling. A solid blue top might also make your swimming pool dome too dark on the inside and give you that same feeling of being "closed in." In very hot climates the blue top will also make the inside of your dome much too hot to be comfortable.

Aquamarine, although lighter in color than the tan & blue, will still block out most of the light source. It will not collect or retain as much heat as the tan or blue vinyl.

The **white** material will reflect the most amount of heat but it allows a decent amount of light to pass through.

Clear materials on the walls help greatly to allow any external light into the interior of the dome.

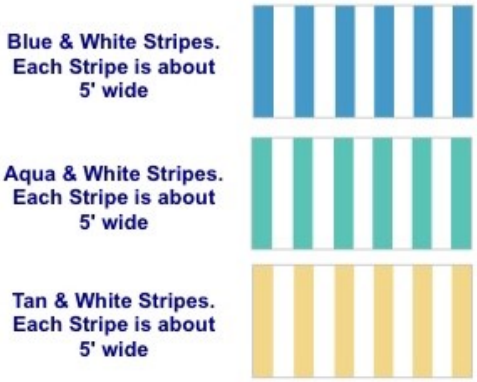
A combination of white and tan or blue stripes is our most popular selection for the top of the domes. This gives you the best of both options. The tan or blue color capturing and transferring the heat into the dome, and the white color acting like a "skylight" allowing the light to enter. On a unit with stripes on the top, the stripes are about 5' wide and run the "short" distance (width) of the dome.

We do not make units with clear tops as the clear material magnifies the rays of the sun and the heat build-up within the dome will damage the unit. This magnification of the sun rays can also cause a severe sunburn on those within the dome in a short period of time.

Any unit exceeding 3000 sq. ft. in size must be made out of a commercial grade material (available in additional colors) and the use of a second blower needs to be considered when a dome exceeds 2200 sq.ft. If your requirements fall within these guidelines, the pricing posted on these pages will not apply. Please contact us if you are interested in pricing on a commercial sized dome. To price a "standard" or residential sized dome you can use our online dome quote.

We can and do make shapes other than standard rectangles. It seems when a pool supply dealer needs a real "oddball" shaped unit, they know where to find us. Normally there is no extra charge for an unusual shaped dome. If it gets really "off the wall," we may have to charge more for the engineering. If you have an unusal shape requirement, we encourage you to see the section on measuring. We make many domes that go up and down steps also to accomodate pool decks with changes in elevation.





Pool Domes and Aquatic Therapy

PRICES

Medi-cover Therapeutic Dome Stickers are Available

(Be sure to ask for yours when purchasing your dome)





Pool therapy, **Aquatic Therapy** and **Hydrotherapy** are all similar terms used to describe a therapeutic exercise regiment performed in the context of water. Aquatic therapy has many advantages because it promotes muscle relaxation, reduces pain sensation, and decreases muscle spasms. It also helps to increase muscle strength and endurance, reduces the force of gravity on the body, strengthens respiratory muscles, and helps promote a forgiving environment to work on balance and trunk stability (Bates and Hansen 7-8). With all these benefits, it is obvious why aquatic therapy is a preferred method of rehabilitation and exercise for so many people.*

Studies have shown that exercising in warm water promotes positive physiologic changes such as increased respiratory rate, increased metabolic rate, and decreased edema in submerged parts of the body. It also has significant effects on circulation, including decreased blood pressure, increased superficial circulation, increased blood supply to muscle, increased heart rate, and increased amount of blood returning to the heart (Bates and Hansen 6-7). Unfortunately, weather and the external environment often dictate whether swimming is possible, limiting aqua therapy to the summer months and indoor settings for many people. The optimal pool temperature for vigorous aquatic exercise is between 82° to 86°F (Bates and Hansen 28). Heating an open pool to this temperature can be very costly during the winter months and the wind chill going to and from the swimming pool may negate some of the health benefits of the therapy. The reality is that only a very small percent of the population has access to a heated indoor pool. As a result, the majority of people who would benefit from aquatic therapy are forced to suffer through the winter months, making due with less conducive means of rehab.

Aquatherapy with the Ameri-Dome

Luckily, that's where an Ameri-Dome comes in. Many of our customers use pool domes to successfully maintain their aquatic exercise program year-round. Pool domes are highly cost effective (see dome prices), significantly reduce the cost of heating your pool, and simultaneously create a warmer environment around the pool (see the Ameri-Dome Heater). The sheltered environment of a pool dome also allows people to properly dry off and bundle back up before returning to the house, thus eliminating the problem of wind chill. In some cases, an Airlock Entry System can even connect directly to your house, preventing the need to ever step outside! At Ameri-Brand, we can work directly with you in the design process, creating a dome to fit your needs. And we have experience you can trust. *Over one third* of all the domes we sell are used by people with medical conditions. Our customers include people with Fibromyalgia, Orthopedic conditions, Gait, Balance problems, Over-weight medical exercise plans, Back and joint problems, and the list goes on. At Ameri-Brand, we're proud to sell such a life-enriching product which helps people improve their health and quality of living.

Important Note: We're not accountants, but it has been brought to our attention that in some medical cases, the purchase of a pool dome can actually be a tax write-off. If you need a dome for medical use, check with your local CPA to see if this applies to you.

***This information is not meant to replace the advice or treatment of a qualified physician or physiotherapist. It is meant for information only. Please seek an assessment and discuss your treatment options with your caregiver prior to making a decision about your treatment path.**

Medi-cover Therapeutic Dome Stickers are Available

(Be sure to ask for yours when purchasing your dome)



Major Source Used For Aqua Therapy Information:

Bates, Andrea, and Norm Hanson. Aquatic Exercise Therapy. Philadelphia: W.B. Saunders, 1996.

Questions on Wind

Our pool dome enclosures are designed to withstand a decent wind-storm. It is not uncommon for our customers to report that their Ameri-Dome has withstood wind gusts in excess of 60 mph. We have heard of even greater wind resistance from our product, but we don't recommend you push the limit if at all possible.

When a heavy wind-storm is on its way and if you are able to, it's best to simply turn off the power switch on the blower and allow the pool dome to settle on top of the water. At this point, it actually acts just like a pool cover and will create a suction on the surface of the water thereby keeping it in place. Should you come home during a severe wind condition and observe the dome in a situation where it is "buffeting" or moving excessively, just turn up the pressure switch to make the unit more stiff and provide a stronger profile to the wind.

Domes in the Snow

A common question we receive is about how an Ameri-Dome works in heavy snow conditions. During a light to medium snowfall, the snow simply melts off the top of the Dome as the greater portion of the heat coming from the pool water is trapped within the enclosure. Should you know that a heavy snow storm is on the way, simply turn off the blower and the pool dome will act just like a normal pool cover. Should you leave the dome up and not be able to turn it off if say you're away from home, the excessive snow from a very severe snowstorm could begin to accumulate on top of it. In such an instance, the weight of the snow would bring the dome very slowly (over a period of hours) to the surface of the water. Upon touching the water, the snow then would melt and the dome would re-inflate itself.

A large percentage of our units are sold in the Upper Midwestern states and they do extremely well under such cold and unpredictable conditions. Here are a few pictures of a pool dome in the snow

Domes in Freezing Conditions

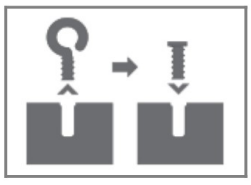
Ameri-Domes perform well to a temperature of about -10 degrees(f). The pool must be heated if the dome is to be inflated for an extended time. Warmer domes are more flexible than ones that are not heated.

Eyebolt Removal

While great for making sure your dome stays in place, eyebolts can be a trip hazard when your dome is not in use. The solution is our removable eyebolts. Simply, unscrew the eyebolt from the anchor and replace it with a stainless steel plug (included with your purchase). Our plugs are made to prevent debris and dust from filling the hole. They also ensure a safe, flat surface for your pool deck.



Eyehook



Eyehook Removal



Anchor Hole



Plug (inserted)

Questions on Moisture & Fog

Because the air entering the dome from the blower is normally colder than the air inside, it can create fog and high levels of humidity as it comes in contact with the warm water. The colder it gets outside, the more humid it will be inside (see pictures of a foggy dome). Ameri-Brand Products Inc. invented the Ameri-Dome Heater specifically to help alleviate this problem, and it works great!

Pool Dome Safety

Always a concern. We ask our customers to allow *at least a 3' perimeter* on the deck within the dome (when possible) to enable anyone who might get into trouble in the water the ability to get out of the water at any point inside. An Ameri-Dome will serve very well for a safety barrier as the entry is lockable with a small pad-lock. This can give you assurance that the "little ones" will not be able to enter the enclosure at will.

If the power goes off the dome will slowly and eventually come down. If a loss of power should occur, you should have at least 15 to 20 Minutes to safely exit the dome.

Pool Dome Installation

The Ameri-Dome is designed to be installed by the Homeowner, a Handyman, or a Contractor. An average size residential Ameri-Dome can be installed by a homeowner and a couple of assistants in about 6 hours. If you have a regular concrete pool deck, it's really that easy ! Most of our domes are installed by the Homeowner.

Anchoring the Dome

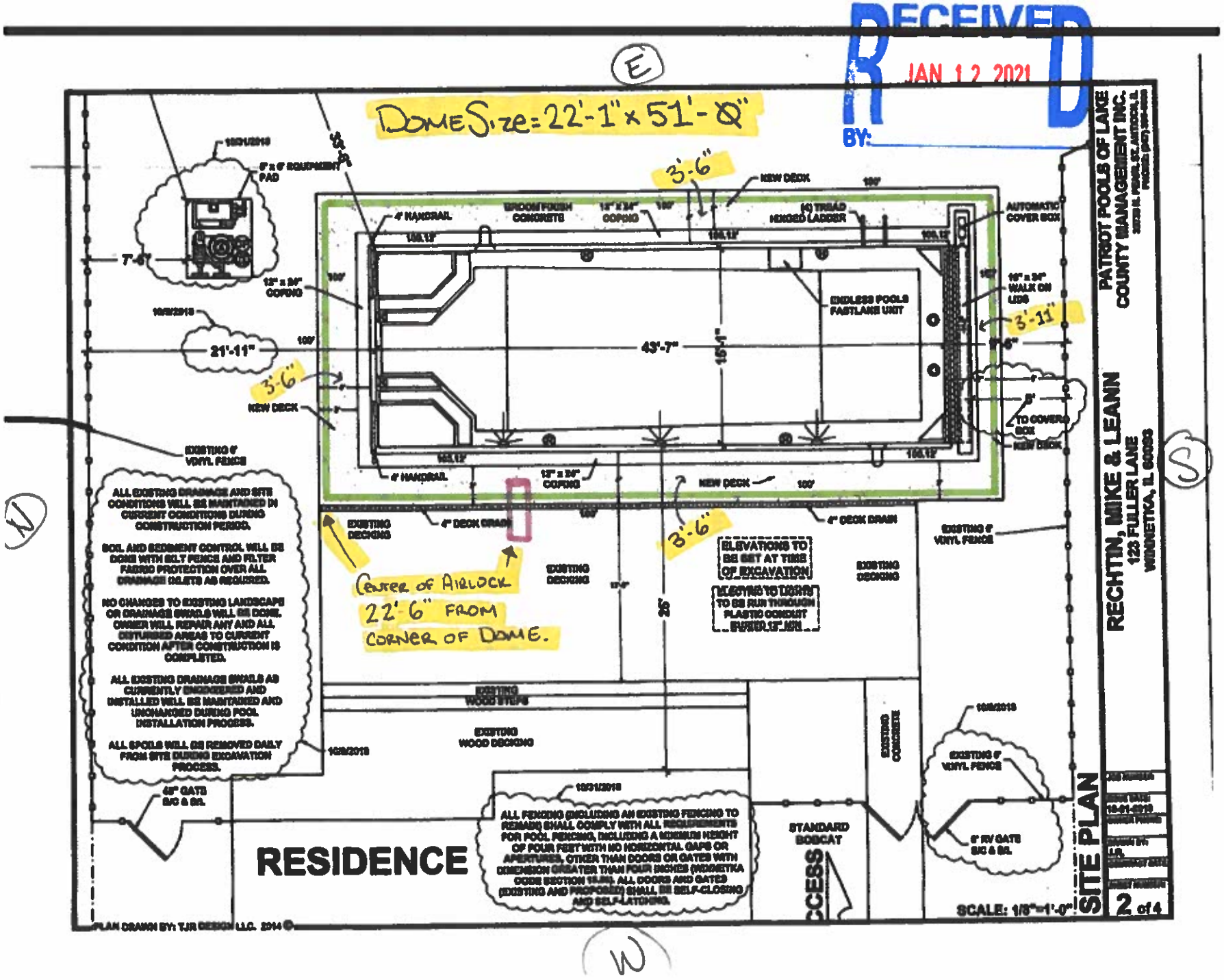
The normal brass anchors used to tension a "trampoline" style pool cover over a pool cannot be used to hold down a dome. They are designed to accept a lateral or horizontal pull. Dome anchors are different in that they are designed to withstand a strong vertical lift.

Air-Seal

Many customers ask how we keep the air in a dome at the base. There is a flat piece of vinyl heat sealed to the base of the dome on the interior. It lays flat on the pool deck and as the air pessure builds within the structure the flap pushes harder against the deck. It allows just enough air to escape to keep the air in the dome from becoming stagnant.

Dome Warranty

The Ameri-Dome Dome Warranty is for a full three years. Realistically, the life span on an Ameri-Dome is 9 to 12 years in the colder climates and about 7 to 9 years in areas such as Phoenix or other desert type climates. Extreme heat is the enemy of any vinyl product as cold has little effect unless the temperature drops below -20 degrees Fahrenheit for an extended period of time.


RECEIVED
JAN 12 2021
BY:
DOME SIZE = 22'-1" x 51'-8"
E
N
S
W
3'-6"
NEW DECK
4" HANDRAIL
BROOMFINISH CONCRETE
12" x 24" COPING
(4) TREAD HINGED LADDER
AUTOMATIC COVER BOX
ENDLESS POOLS FASTLANE UNIT
16" x 24" WALK ON LIDS
3'-11"
43'-7"
21'-11"
7'-4"
5' x 6' EQUIPMENT PAD
TO COVER BOX
EXISTING 6' VINYL FENCE
4" DECK DRAIN
EXISTING DECKING
Center of Airlock
22'-6" FROM
CORNER OF DOME.
ELEVATIONS TO BE SET AT TIME OF EXCAVATION
SLEEVING TO BE RUN THROUGH PLASTIC CONDUIT BURIED 12" MIN.
ALL EXISTING DRAINAGE AND SITE CONDITIONS WILL BE MAINTAINED IN CURRENT CONDITIONS DURING CONSTRUCTION PERIOD.
SOIL AND SEDIMENT CONTROL WILL BE DONE WITH SILT FENCE AND FILTER FABRIC PROTECTION OVER ALL DRAINAGE INLETS AS REQUIRED.
NO CHANGES TO EXISTING LANDSCAPE OR DRAINAGE SWALES WILL BE DONE. OWNER WILL REPAIR ANY AND ALL DISTURBED AREAS TO CURRENT CONDITION AFTER CONSTRUCTION IS COMPLETED.
ALL EXISTING DRAINAGE SWALES AS CURRENTLY ENGINEERED AND INSTALLED WILL BE MAINTAINED AND UNCHANGED DURING POOL INSTALLATION PROCESS.
ALL SPOILS WILL BE REMOVED DAILY FROM SITE DURING EXCAVATION PROCESS.
EXISTING WOOD STEPS
EXISTING WOOD DECKING
EXISTING CONCRETE
48" GATE S/C & SA.
ALL FENCING (INCLUDING AN EXISTING FENCING TO REMAIN) SHALL COMPLY WITH ALL REQUIREMENTS FOR POOL FENCING, INCLUDING A MINIMUM HEIGHT OF FOUR FEET WITH NO HORIZONTAL GAPS OR APERTURES, OTHER THAN DOORS OR GATES WITH DIMENSION GREATER THAN FOUR INCHES (NEMETKA CODE SECTION 15.08). ALL DOORS AND GATES (EXISTING AND PROPOSED) SHALL BE SELF-CLOSING AND SELF-LATCHING.
STANDARD BOBCAT
ACCESS
6' RV GATE S/C & SA.
RESIDENCE
PLAN DRAWN BY: TJR DESIGN LLC. 2014 ©
SCALE: 1/8"=1'-0"
SITE PLAN
PATRIOT POOLS OF LAKE COUNTY MANAGEMENT INC.
RECHTIN, MIKE & LEANN
123 FULLER LANE
WINNETKA, IL 60093
2 of 4

ATTACHMENT 3

VILLAGE·OF·WINNETKA

Incorporated in 1869

Community Development Department
847-716-3527

DELIVERED VIA EMAIL - erechtin@mac.com

December 9, 2019

Lee Ann Rechtin
123 Fuller Lane
Winnetka, IL 60093

RE: ZONING DETERMINATION REGARDING TEMPORARY SWIMMING POOL DOMES

Dear Ms. Rechtin:

You have inquired whether, under the Winnetka Zoning Ordinance, you are permitted to install or construct at 123 Fuller Lane a temporary swimming pool dome ("Dome") over a recently constructed swimming pool. You have indicated that the Dome is the model depicted on webpage located at http://www.websweeper.com/php/pool_domes/do-001.php and the Dome would remain on your property for approximately four months a year.

Based on the information you have provided the Village, a Dome is a permitted use on your property provided that it complies with the requirements of the Village's Zoning Regulations that are applicable in the R-5 Single-Family Residential District ("R-5 District"). Therefore, as explained below, you may need to apply for and obtain zoning variations from the Village to install the Dome depending on the location and size of the Dome.

Section 17.04.020 of the Winnetka Zoning Ordinance contains definitions for terms used in the Zoning Ordinance. The Zoning Ordinance defines a **structure** as follows (Please note the **bold text** of any language has been added by staff for reference):

> *S.12. Structure. "Structure" means anything constructed or erected which, or the use of which, requires permanent or* ***temporary location on or in the ground, or attached to something having permanent or temporary location on the ground,*** *including but not limited to, buildings, pavements, signs, backstops, tennis courts, swimming pools, trampolines, wireless telecommunication service*

facilities, and radio and television antennas (including supporting structures), and the like.

The Zoning Ordinance defines **building** as follows:

B.7. Building. "Building" means any structure, **having a permanent roof supported by columns or walls,** built for the support, shelter or enclosure of persons, animals or chattels and which is affixed to the land.

Though the Zoning Ordinance does not define "permanent," it defines **"temporary"** as follows:

T.2. Temporary. "Temporary" means that which may be removed without harm to the property to which it is attached and which is actually removed for a portion of each year.

Based on the information you provided, the Dome would constitute a **"structure."** The Dome is not a building because it does not have a "permanent roof supported by columns or walls." Rather, the Dome will be temporarily located on or in the ground, or attached to something having permanent or temporary location on the ground.

The Zoning Ordinance also defines **accessory structures** and **accessory uses** as follows:

*A.2. Accessory Structure. "Accessory structure" means an attached **or detached structure**, the use of which falls under the definition of **accessory** use as defined in this section.*

A.3. Accessory Use. "Accessory use" means a use which: (1) is subordinate and customarily incidental to the principal use of a building or other structure, which principal use is allowed in the zoning district in which it is located; (2) is subordinate in purpose, area and extent to the principal use of the building or other structure served; (3) is under the same ownership or control as the principal building or other structure served; (4) contributes to the comfort, convenience or necessity of the occupants of the principal building or other structure served; and (5) is located on the same lot as the principal building or other structure served.

Based upon these definitions, it is my determination, that the proposed Dome also is an **accessory structure**.

Your property is zoned in the R-5 District. The specific zoning regulations that apply to the R-5 District are set forth in Chapter 17.12 of the Zoning Ordinance. Section 17.12.020 of the Zoning

Ordinance sets forth the uses permitted in the R-5 District. Included in the list of permitted uses and additional regulations for such uses in Subsection 17.12.020.B are a variety of accessory structures. Therefore, a Dome is generally permitted in the R-5 District.

However, while the Dome would be a generally permitted use in the R-5 District, it would still need to be constructed or installed in a manner that complies with all applicable requirements of the Zoning Ordinance. These requirements include the lot, space, bulk, and yard requirements set forth in Chapter 17.30 of the Zoning Ordinance.

Prior to proceeding with the design and purchase of a Dome, you should review the following regulations carefully to make sure the Dome and your property will comply with various requirements applicable in the R-5 District:

Section 17.30.030
a) Maximum Roofed Lot Coverage
b) Maximum Total Area of Impermeable Surface

Section 17.30.040
c) Maximum Floor Area Ratio

Section 17.30.060
d) Minimum Side Yard Setback
e) Minimum Sum of Setbacks of Both Yards

Section 17.30.070
f) Minimum Rear Yard Setback

Section 17.30.080
g) Maximum Height of Structures Other than Buildings

This is because the installation of the Dome, depending on its location and size, may violate the above-cited sections of the Zoning Ordinance because **structures** are counted, for example, in determining whether a property has exceeded the allowable maximum roofed lot coverage and maximum floor area ratio (FAR).

In particular, I direct your attention to the following provisions of the Zoning Ordinance, which expressly include **structures** in calculating bulk requirements for a lot:

> *L.7. Lot Coverage, Roofed. "Roofed lot coverage" means the area of all parts of a lot that lie beneath the roof of* ***any roofed structure****, including any roofed portion of a structure, as measured from the outermost edges of the roof.*

*I.1. Impermeable Surface. "Impermeable surfaces" means any surface that does not allow water to drain, seep, filter or pass through into the ground below. Impermeable surfaces include, without limitation, buildings, **other structures**, driveways, sidewalks, walkways, patios, tennis courts, swimming pools, and other similar surfaces. For the purpose of calculating the area of impermeable surface on a zoning lot, 75 percent of the area of any designed permeable surface on the zoning lot shall be considered impermeable surface unless the owner of the zoning lot demonstrates, to the satisfaction of the Director of Public Works and Engineering, that a lesser percentage of the area of the designed permeable surface on the zoning lot should be considered impermeable surface.*

*H.5. Height, Structure. "Structure height" means the vertical distance measured from the lowest natural grade adjacent to the **structure** to the highest point of the structure.*

*F.5. Floor Area Ratio ("FAR"). For all lots other than flag lots, "floor area ratio" or "FAR" means the quotient of the **gross floor area** divided by the lot area. For flag lots, the "flagpole" portion of the lot is not included in determining the "floor area ratio," and the "floor area ratio" for flag lots is the quotient of the gross floor area divided only by the area of the "flag" portion of the lot.*

*F. 3. **Floor Area, Gross ("GFA").** "Gross floor area" or "GFA" means the total square footage of all stories and floors of all buildings **and enclosed structures** on a zoning lot, measured from the exterior face of the outside walls, regardless of the material of which the outside walls are made, and without deduction for such interior features as hallways, stairs, closets, thickness of walls, columns, trusses, cross-ties, elevator shafts and chimneys, subject to the following:*

a. "Gross floor area" shall not include the area of any part of an upper floor that has an upper floor height of less than seven feet.

b. "Gross floor area" shall include, without limitation:

(i) all areas of a building or structure that have exterior walls that extend more than three and one-half feet above the floor on two or more sides of such area;

(ii) the area of all screened or enclosed porches, regardless of whether the screens or enclosure are permanently affixed;

(iii) the area of any porch, whether open or enclosed, if it is on the first floor of a building and has a ceiling formed by the floor of a porch or any other portion of the building above it;

(iv) the area of each floor level below a roofed porch or other cantilevered structural feature located above the first floor level of a multi-story building or structure; and

(v) the area of each floor below a roof that is supported by columns and is located above the first floor level of a multi-story building or structure.

H.5. Height, Structure. "Structure height" means ***the vertical distance measured from the lowest natural grade adjacent to the structure to the highest point of the structure****.*

Therefore, while Domes are a permitted use within the zoning district applicable to your property, a Dome on your property may still not be allowed unless you apply for and obtain from the Village variations from the various requirements of the Zoning Ordinance applicable to the size and location or your proposed Dome.

You have the right to appeal this determination to the Zoning Board of Appeals pursuant to Section 17.72.010 of the Zoning Ordinance by filing an application with me for an appeal within 45 days of the issuance of this letter.

Please let me know if you have any questions.

Sincerely,

David Schoon

David Schoon
Community Development Director and Zoning Administrator

Village of
WINNETKA, IL

510 Green Bay Road • Winnetka, IL 60093 • 847.501.6000
contactus@villageofwinnetka.org • villageofwinnetka.org

Community Development Department
847-716-3527

SENT VIA CERTIFIED AND REGULAR MAIL

November 16, 2020

LeeAnn & Michael Rechtin
123 Fuller Lane
Winnetka, IL 60093

RE: Pool Dome Constructed Without a Permit

Dear Mrs. & Mr. Rechtin:

The Village of Winnetka has received a complaint regarding the pool dome you constructed on your property at **123 Fuller Lane, Winnetka, IL.**

In response to the complaint, a Village inspector drove by your property on November 13, 2020, and confirmed from the right-of-way that you constructed a pool dome on your property. The inspector found the following violation exist(s) on your property:

Code Section:	**Violation:**
Winnetka Village Code Section 15.32.010 – Construction permits – [Permit Required] No person shall proceed with any construction activity, other than ordinary repairs, on any property in the Village unless the owner first obtains a permit from the Director as provided in this chapter. Any person who engages in any construction activity that requires a permit before said permit has been issued, shall be subject to such additional fees and penalties as may be set from time to time by resolution of the Village Council.	The structure in question constitutes construction activity under Title 15 of the Winnetka Village Code, and requires issuance of a building permit prior to completion of work. You did not apply for or receive a permit to construct the pool dome on your property.

We respectfully request your assistance in taking the following corrective action(s) by the following dates:

Corrective Action(s)	**Compliance Date:**
Apply for building permit to determine compliance with zoning and other Village ordinances, and if a zoning variation is also required, submit an application for a zoning variation or a text amendment to the Zoning Code.	December 9, 2020

It should be noted that you previously inquired as to whether you could construct a pool dome on your property. On December 9, 2019, I informed you in a letter that, while a temporary swimming pool dome ("Dome") is not a prohibited use in the R-5 Single-Family Residential zoning district, you likely needed to apply for and obtain zoning variations from the Village to install the Dome because, depending on the location and size of the Dome, the construction of the Dome may exceed the maximum permitted roofed lot coverage, maximum total area of impermeable surface, maximum floor area ratio, minimum side yard setback, minimum sum of setbacks for both yards, and minimum rear yard setback, and maximum height of structures other than buildings on the property.

Should the Dome not comply with any of the above zoning requirements, in addition to obtaining a building permit, you may need to file an application for zoning variations or an application for a text amendment to exempt the Dome from having to meet any of the above zoning requirements. The building permit, zoning variation, and zoning text amendment application forms can be found on the Village's website – www.villageofwinnetka.org under the "Residents" tab, "Community Development". If the Dome requires variations or a text amendment and you do not obtain either, you will be required to promptly remove the Dome.

The Village of Winnetka is keenly aware that various circumstances may inhibit your ability to rectify the above code violations and staff is willing to work with you to accomplish compliance. However, please be advised that if we do not hear from you and/or the violation(s) have not been addressed by the compliance date, no further warnings will be sent and a **ticket(s) will be issued** requiring your appearance before a judge in the 2nd District Court.

If you have any questions, please me via email at dschoon@winnetka.org or by telephone at 847-716-3526.

Sincerely,

David Schon
Community Development Director

Cc: Brian Norkus, Assistant Director of Community Development
Alex Panek, Code Enforcement Officer
(123 Fuller Lane) – Property File

PHOTOGRAPH



Pool Dome erected without permit.

Attachment 4

ZONING MATRIX

ADDRESS: 123 Fuller Lane
CASE NO: 21-03-TX
ZONING: R-5

ITEM	MIN/MAX REQUIREMENT	EXISTING	PROPOSED	DIFFERENCE BETWEEN PROPOSED & EXISTING	ZONING CODE COMPLIANCE (2)
Min. Lot Size	8,400 SF	13,609 SF	N/A	N/A	OK
Min. Average Lot Width	60 FT	74.36 FT	N/A	N/A	OK
Min. Lot Depth	120 FT	183 FT	N/A	N/A	OK
Max. Roofed Lot Coverage	3,402.25 SF (1)	2,514.83 SF	3,640.91 SF	1,126.08 SF	**238.66 SF (7.01%) VARIATION**
Max. Gross Floor Area	4,374.1 SF (1)	4,371.95 SF	5,498.03 SF	1,126.08 SF	**1,280.1 SF (29.26%) VARIATION**
Max. Impermeable Lot Coverage	6,804.5 SF (1)	6,243.14 SF	6,243.14 SF	0 FT	OK
Min. Front Yard (Fuller/West)	33 FT	34.84 FT	34.84 FT	0 FT	OK
Min. Side Yard (North)	7.43 FT	7.98 FT	5.58 FT	(2.4) FT	**1.85 FT (24.9%) VARIATION**
Min. Total Side Yards	18.59 FT	29.81 FT	24 FT (3)	(5.81) FT	OK
Min. Rear Yard (East)	25 FT	72 FT	27 FT	(45) FT	OK
Max. Height - Accessory Structure	15 FT	N/A	12FT (4)	N/A	OK

NOTES:

(1) Based on lot area of 13,609 s.f.
(2) Variation amount is the difference between proposed and requirement.
(3) Total side yard setback provided by the pool dome.
(4) Approximate