

**Winnetka Village Council
REGULAR VIRTUAL MEETING**

Zoom
November 17, 2020
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, November 17, 2020 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 – 98548901901 (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: 98548901901. Event Password: VC111720

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, November 17, 2020 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
November 17, 2020
7:00PM

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) November 19, 2020 Special Meeting/Budget Review
 - b) November 23, 2020 Special Study Session
 - c) December 1, 2020 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) November 5, 2020 Regular Virtual Meeting Minutes2
 - b) Approval of Warrant List dated October 30 – November 12, 20206
 - c) Ordinance No. MC-5-2020: Amending the Village Code to Create the Department of Engineering and Director of Engineering (Introduction and Adoption)7
 - d) Resolution No. R-71-2020: Safebuilt Contract Extension (Adoption).....29
 - e) Resolution No. R-72-2020: Public Works Uniform Contract (Adoption).....61
- 8) Budget Review Topic ([2021 budget document previously distributed](#)):

	<u>Location in Budget Book</u>
a) Community Development	133 - 142
b) Business District Revitalization	199 - 204
- 9) Adjournment

All agenda materials are available at [villageofwinnetka.org](https://www.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.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
November 5, 2020**

(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 Thursday, November 5, 2020 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Behan called the roll. Present: Trustees Robert Apatoff, Jack Coladarci, Andrew Cripe, Robert Dearborn, Penfield Lanphier, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Finance Director Tim Sloth, Fire Chief Alan Berkowsky, Police Chief Marc Hornstein, and one person in the audience.
- 2) Pledge of Allegiance. Trustee Coladarci led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) November 10, 2020 Study Session. All of the Council members present said they expect to attend.
 - b) November 17, 2020 Regular Meeting. All of the Council members present said they expect to attend.
 - c) November 19, 2020 Special Meeting. All of the Council members present said they expect to attend.
 - d) November 23, 2020 Special Study Session. All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President.
- 6) Approval of the Agenda. Trustee Cripe, seconded by Trustee Apatoff, 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.

7) Consent Agendaa) Village Council Minutes.i) October 20, 2020 Regular Virtual Meeting Minutes.ii) October 28, 2020 Special Virtual Meeting Minutes.b) Approval of Warrant List dated October 16 – 29, 2020 in the amount of \$944,340.92.

Trustee Lanphier, 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.

8) Budget Review Topic:a) Budget Overview. Mr. Sloth explained that the Budget Overview sets out the major policy initiatives for 2021. The proposed 2021 Budget is balanced and fully funded by operating revenues and does not rely on one-time revenue sources to fund recurring operating expenses. Capital is funded on a “pay as you go” basis whenever possible; and the Village retains its Aaa bond rating from Moody’s. For the seventh year in a row, no property tax levy for existing residents is proposed; a 0.76% increase on new construction is proposed. Fees for a typical resident will increase \$179; and public safety pensions will be funded per Illinois Statute using a 6.24% rate of return assumption.

Next, Mr. Sloth explained that declines in projected revenue and unexpected expenses incurred for the Covid-19 pandemic response have impacted both the 2020 Budget and the proposed 2021 Budget. After reviewing the current economic climate and a forecast for 2021, he noted that the 2021 Budget assumes conservative yet realistic revenue estimates. In addition, the Village will apply for all eligible Federal and State pandemic funding reimbursements offered to municipalities.

b) Tax Levy. Mr. Sloth explained that the Village portion of total property tax bill is 12.59%, and Winnetka stays below tax caps even though it is a Home Rule municipality. The total 2020 proposed property tax levy is \$15,161,834. A review of the property taxes for the past 20 years broken out by taxing district reveals that Winnetka’s increases are significantly less when compared to other taxing bodies.c) Capital Improvements. Mr. Sloth reviewed the proposed Five-Year Capital Plan, noting that individual capital projects will be discussed in detail during each Department’s Budget review. The Capital Plan addresses stormwater project needs, business districts sanitary sewer projects, utility funding, and aging infrastructure needs. The total proposed Capital Investment for 2021 is \$17.8 million.

The Council thoroughly discussed issues impacting the budget, including bond refinancing refunds and the allocation of potential ongoing expense reductions.

Trustee Cripe suggested including in future Budget overviews the savings achieved through intergovernmental cooperation. Doing so will give the community a perspective of the cost savings for other taxing bodies through programs such as the Village’s stormwater agreements with schools and parks.

Manager Bahan explained that the Village already tracks various consolidation and cooperative projects with the Public Safety Departments; other departmental efforts will be added in next year and reported to the Council.

- d) Police Department. Chief Hornstein thanked Administrative Services Manager Keri Kaup and Deputy Police Chief Brian O'Connell for their help in preparing the 2021 Budget. He reviewed the department's organization chart and highlighted 2020 accomplishments, including the implementation of a business liaison officer and various pandemic-related responses over and above the Police Department's usual service level.

Chief Hornstein reviewed 2021 goals, including an HVAC replacement, transitioning the current system of crime reporting, assignment of three new officers to basic and field training, and conducting Sergeant testing. The 2021 Budget includes an overall 4.2% decrease in the Operating budget and includes cuts to supplies/services and increases in dispatch services and safety equipment for department personnel.

President Rintz expressed surprised at the personnel savings in the 2021 Budget and asked if turnover was the driver of that savings. Chief Hornstein confirmed that several retirements of senior personnel and the transfer of a patrol officer contributed to the personnel expense decrease. Mr. Sloth noted that pension savings due to the change in actuarial assumptions are a major driver of personnel cost savings.

The Council discussed the Budget with Chief Hornstein and it was ascertained that (i) the department is well situated with its equipment replacement schedule; and (ii) Winnetka's training and supervision programs enhance the ability of Police first responders to manage and de-escalate incidents that are not primarily law enforcement-related.

- e) Fire Department. Chief Berkowsky thanked Deputy Fire Chief John Ripka and Public Safety Analyst Matt Timmerberg for their help preparing the 2021 Budget. He reviewed the department's organization chart; and reviewed 2020 accomplishments, which largely concerned responding to the Covid-19 pandemic as well as completing other planned projects. The 2021 budget sees an overall decrease of 6.26%.

Chief Berkowsky noted that the Fire Department has several revenue streams including several that are due to programs/services that are provided to neighboring communities. He reviewed proposed expenditures for 2021, including replacement of equipment, updating safety training, implementing new incident reporting software, and adding personnel to a regional special response division.

Deputy Chief Ripka reviewed the proposed capital projects: (i) repairs to the fire training tower (deferred in 2020 due to pandemic budget cuts); (ii) SCBA air pack replacements; and (iii) and replacement of the utility pickup truck.

The Council briefly discussed the 2021 expenditures and determined that the department has all the necessary personal protective equipment and safety measures in place for the pandemic and that all other equipment needs are met.

The Council commended both public safety departments for continuing to operate at such a high level even in the face of a global pandemic that created operational and budgetary constraints.

Manager Bahan thanked the Fire Department for its help internally with the Covid-19 response to ensure the safety of employees and residents throughout the Village.

- 9) Adjournment. Trustee Cripe, seconded by Trustee Dearborn, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:37 PM.

Recording Secretary

DRAFT



Agenda Item Executive Summary

Title: Approval of Warrant List Dated October 30 - November 12, 2020

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 11/17/2020

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated October 30 - November 12, 2020 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated October 30 - November 12, 2020.

Attachments:

None.



Agenda Item Executive Summary

Title: Ordinance No. MC-5-2020: Amending Village Code - Engineering Department (Introduction and Adoption)

Presenter: Kristin Kazenas, Assistant Village Manager

Agenda Date: 11/17/2020

Consent: ☒ YES ☐ NO

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

Item History:

During July, 2020 as part of the Village's succession planning activities, an analysis of the Public Works Department was undertaken in anticipation of retirements of key personnel. As a result, an organizational restructuring of the department was implemented to bifurcate Engineering functions from Public Works operations. On October 2, 2020 Director of Public Work/Village Engineer Steven Saunders formally announced his retirement as of December 31, 2020, and Assistant Public Works Director James Bernahl was promoted to Director of Engineering, the department head of the newly created Engineering Department.

Executive Summary:

For many years, the Village has traditionally combined the functions of both engineering and public works operation divisions under the span of control of the Public Works Director/Village Engineer. The combined organizational structure has worked well in the past. However, with the Village transitioning from stormwater planning to now detailed engineering, permitting, and construction management, the stormwater initiative will demand a different organizational structure.

After careful analysis, this is the optimal time to change the organizational structure and bifurcate engineering from public works operations and create two separate departments: Public Works and Engineering. This new organizational structure will more effectively address departmental needs and responsibilities given the substantial work required for the stormwater project. Jim Bernahl was recently promoted from Assistant Director of Public Works to Director of Engineering and will lead the newly created Engineering Department.

The creation of the new Engineering department and Director of Engineering position necessitates an update to the Village Code.

Recommendation:

Consider adoption of Ordinance No. MC-5-2020.

The Ordinance would update the Village Code to reflect the creation of the new Department of Engineering, and assign responsibilities to the new Director of Engineering department head position.

Attachments:

Ordinance No. MC-5-2020

**AN ORDINANCE AMENDING THE WINNETKA
VILLAGE CODE TO CREATE A DEPARTMENT OF ENGINEERING AND
REASSIGN RESPONSIBILITIES TO THE DIRECTOR OF ENGINEERING**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Title 2 of the Winnetka Village Code, as amended ("*Village Code*"), provides for the establishment of Village departments and the responsibilities of various positions; and

WHEREAS, due to various personnel changes, the Village has determined it is desirable to" (i) amend Title 2 of the Village Code in order to establish the Department of Engineering as a department independent of the Department of Public Works; and (ii) to amend various references throughout Village code to accurately reflect the responsibilities of the Director of Public Works and the Director of Engineering ("*Proposed Amendments*"); and

WHEREAS, the Village Council has determined that adoption of the Proposed Amendments as set forth in this Ordinance is in the best interests of the Village;

NOW, THEREFORE, the Council of the Village of Winnetka does ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: AMENDMENT TO TITLE 2 OF THE VILLAGE CODE. Title 2, titled "Administration and Personnel," of the Village Code shall be amended to add a new Chapter 2.66, titled "Department of Engineering," which Chapter will read as follows:

"Chapter 2.66 Department of Engineering

Section 2.66.010 Creation of Department of Engineering.

There is created the Department of Engineering, an administrative department of the Village. The Department of Engineering shall consist of a Director of Engineering and such other officers and employees as may be provided from time to time by the Council.

Section 2.66.020 Director of Engineering.

There is created the office of Director of Engineering, an administrative office of the Village. The Director of Engineering shall be appointed by the Village Manager.

Additions are bold and double-underlined; deletions are struck through

Section 2.66.030 Compensation.

The compensation of the Director of Engineering, also referred to in this Code as the Village Engineer, shall be fixed by the Village Manager, with the approval of the Council.

Section 2.66.040 Powers and duties.

The Director of Engineering shall be subject to the control and direction of the Village Manager and shall be the head of the Department of Engineering. Subject to the approval of the Village Manager, the Director of Engineering shall have both control over all of the property and employees of the Department of Engineering and the power to appoint and remove employees as required for the efficient operation of the Department. In addition, the Director of Engineering shall have the following duties, functions and responsibilities:

- 1. To review and inspect all private project development and municipal public works projects for compliance with approved plans, codes, regulations and standards, construction methods, materials, and equipment.**
- 2. To develop plans for rehabilitation and construction of storm water, sewer, water, and street system maps and other plans involving municipal infrastructure.**
- 3. To develop and maintain the geographical information system.**
- 4. To plant, maintain and protect trees located in the Village;**
- 5. To construct and repair storm water pumping and storage facilities, lift stations, and storm water and sanitary lines.**
- 6. To complete all required reports to reporting agencies concerning engineering activities."**

SECTION 3: AMENDMENT TO SECTION 2.44.030 OF THE VILLAGE CODE.

Section 2.44.030, titled "Community Development Director," of Chapter 2, titled "Administration and Personnel," of the Village Code shall be amended to read as follows:

"Section 2.44.030 Community Development Director.

* * *

Additions are bold and double-underlined; deletions are struck through

C. Powers and Duties. The Director of Community Development shall be subject to the control and direction of the Village Manager and shall be head of the Community Development Department. Subject to the approval of the Village Manager, the Director of Community Development shall have control over all of the property and employees of the Community Development Department, and shall have the power to appoint and remove employees as required for the efficient operation of the Department. In addition, the Director of Community Development shall have the following duties, functions and responsibilities:

1. To perform, or to cause to be performed, the duties and functions of the Director, as defined and provided in Title 15 of this code;
2. To perform, or cause to be performed, the duties and functions of the Zoning Administrator, as created by this chapter and as defined and provided in Title 17 of this code;
3. To supervise and direct all personnel of the Department in the performance of their respective duties and responsibilities, including all building officers, as defined in Title 15 of this code, except that the Director shall not have such authority over the Director of Public Works, Director of Engineering, and the Fire Chief ~~and the Village Engineer~~;
4. To administer and enforce all ordinances, rules, regulations, permits or licenses of the Village pertaining to zoning, planning, land use, building construction and community development in the Village, which shall include, but not be limited to, the review of applications for permits for all such work, the issuance of all such permits, the inspection of all such work, and the issuance of citations and stop work orders for any such work performed in violation of any ordinance, rule, regulation, permit or license of the Village;

* * *

SECTION 4: AMENDMENT TO SECTION 3.04.050 OF THE VILLAGE CODE.

Section 3.04.050, titled “Powers and Duties,” of Chapter 3.04, titled “Environmental and Forestry Commission,” of Title 3, titled “Boards and Commissions,” of the Village Code shall be amended to read as follows:

“Section 3.04.050 Powers and Duties

The Commission shall have the following powers and duties:

Additions are bold and double-underlined; deletions are struck through

A. Urban Forestry.

* * *

4. To determine, at the request of the ~~Director of Public Works~~ **Director of Engineering**, whether an application for a permit to remove a tree under Section 15.28.040(B)(6) meets the requirement of that subsection that the removal of the tree will avoid or alleviate an economic hardship or hardship of another nature on the property or residence; and
5. To hear and decide appeals from the action of the ~~Director of Public Works~~ **Director of Engineering** denying a permit to remove a tree pursuant to Section 15.28.040 of this Village code, in accordance with the procedures set out in Section 15.28.090.

* * *

SECTION 5: AMENDMENT TO SECTION 5.72.010 OF THE VILLAGE CODE.

Section 5.72.010, titled “Foresters and Tree Surgeons,” of Chapter 5.72, titled “Tree Surgeons and Foresters,” of Title 5, titled “Business Licenses and Regulations,” of the Village Code shall be amended to read as follows:

“Section 5.72.010 Foresters and tree surgeons.

* * *

B. Fee and Bond. If the application for such license shall be approved by the ~~Director of Public Works~~ **Director of Engineering**, upon the payment of the license fee required and the filing of a bond, conditioned upon the faithful performance of such work under the control and supervision of the ~~Director of Public Works~~ **Director of Engineering**, and agreeing to hold the Village, its officers, agents and employees harmless of any and all damages for the injuries to property or to any person, or for death resulting directly or indirectly from the planting, removing, trimming, spraying or otherwise treating such trees, the Village Manager shall issue the license. In lieu of the bond, the applicant may furnish evidence that he or she is covered for the license period by valid insurance in a company approved by the ~~Director of Public Works~~ **Director of Engineering**, conditioned to give the same protection to the Village and the public as the bond.”

SECTION 6: AMENDMENT TO SECTION 12.04.030 OF THE VILLAGE CODE.

Section 12.04.030, titled “Public Safety Measures During Repairs,” of Chapter 12.04, titled “Streets and Sidewalks Generally,” of Title 12, titled “Streets, Sidewalks and Public Places,” of the Village Code shall be amended to read as follows:

Additions are bold and double-underlined; deletions are struck through

“Section 12.04.030 Public safety measures during repairs.

Warning signs, lights and barricades shall be maintained whenever any repairs are made in any public street, alley or sidewalk in the Village, whether such work is done by Village employees or private individuals. It is lawful to maintain such barricades in the case of street or sidewalk paving work until such pavement shall be fit for use. It is unlawful to interfere with or remove any such signs, lights or barricades without the permission of the ~~Director of Public Works~~ **Director of Engineering.**”

SECTION 7: AMENDMENT TO SECTION 12.04.100 OF THE VILLAGE CODE.

Section 12.04.100, titled “Improvements--Permit,” of Chapter 12.04, titled “Streets and Sidewalks Generally,” of Title 12, titled “Streets, Sidewalks and Public Places,” of the Village Code shall be amended to read as follows:

“Section 12.04.100 Improvements--Permit.

No sewer, water pipe, oil pipe, conduit pipe, gas pipe, wire or cable for conveying electric current, nor any street or alley, pavement, sidewalk or other like improvement shall be placed, laid or maintained in, under or upon any proposed or existing public street, alley or other public place in the Village or in any proposed addition, subdivision or dedication of any lands within the boundaries of the Village, except improvements constructed under special assessment proceedings, unless a permit authorizing the same shall have been duly issued by the ~~Director of Public Works~~ **Director of Engineering.**”

SECTION 8: AMENDMENT TO SECTION 12.04.110 OF THE VILLAGE CODE.

Section 12.04.110, titled “Permit Bond,” of Chapter 12.04, titled “Streets and Sidewalks Generally,” of Title 12, titled “Streets, Sidewalks and Public Places,” of the Village Code shall be amended to read as follows:

“Section 12.04.110 Permit bond.

No contractor shall perform any work on any public right-of-way or on any Village property unless the contractor has first filed a surety or permit bond with the ~~Director of Public Works~~ **Director of Engineering.** Such bonds shall be executed and payable to the Village and shall remain in full force and effect until the permit work has been completed and approved by the Village. The amount of such bonds shall be set from time to time by resolution of the Village Council.”

SECTION 9: AMENDMENT TO SECTION 12.08.010 OF THE VILLAGE CODE.

Section 12.08.010, titled “Sidewalk Construction,” of Chapter 12.04, titled “Sidewalk

Additions are bold and double-underlined; deletions are struck through

Construction,” of Title 12, titled “Streets, Sidewalks and Public Places,” of the Village Code shall be amended to read as follows:

“Section 12.08.010 Sidewalk construction.

A. Permit. No person shall build, construct, lay or repair any public sidewalk or cause the same to be done except by a permit issued by the ~~Director of Public Works~~ **Director of Engineering**, and then only in accordance with the provisions of such permit or ordinance ordering such sidewalk and at the grade specified in such permit or ordinance.

Such person shall pay to the Village a sum to be set from time to time by resolution of the Village Council, and shall also pay the necessary engineering and inspection costs.

B. Identification of Work. Any person building public concrete sidewalks in the Village shall stamp in all sidewalks laid by him or her his or her name and the year in which such sidewalks were constructed. Such name and date shall be stamped at each end of each piece of walk laid by him or her before the work sets. The letters and figures of such impressions shall be at least one-half inch high and three-sixteenths of an inch in depth.

C. Specifications. All public sidewalks constructed in the Village must be built in accordance with specifications approved by the ~~Director of Public Works~~ **Director of Engineering**, approved by the Council.

D. Supervision. All public sidewalks which may be ordered constructed, laid or relaid by the Council, or by any property owner, his or her agent or employee, shall be laid or relaid under the supervision and to the satisfaction of the ~~Director of Public Works~~ **Director of Engineering** and in accordance with the provisions of this section.”

SECTION 10: AMENDMENT TO SECTION 12.20.010 OF THE VILLAGE CODE. Section 12.20.010, titled “Occupations of Streets,” of Chapter 12.20, titled “Street Occupation Permits,” of Title 12, titled “Streets, Sidewalks and Public Places,” of the Village Code shall be amended to read as follows:

“Section 12.20.010 Occupation of streets.

A. Permit Required. No person shall deposit or store upon any street, parkway or sidewalk, any materials, tools, apparatus or structure designed or intended to be used in any construction activity, as defined in Title 15 of this code, unless a street occupation permit is first obtained from the ~~Director of Public Works~~ **Director of Engineering**. The occupancy, temporary or otherwise, of any public alley is prohibited and no permit shall be issued under this section for such use. All fees, costs and deposits for such permits shall be set from time to time by resolution of the Village Council.

Additions are bold and double-underlined; deletions are struck through

B. Application for Permit. All applications for street occupation permits shall be made on forms provided by the ~~Director of Public Works~~ **Director of Engineering**. The application shall describe the location of the street, parkway or sidewalk proposed to be occupied, the use to be made of it, and the length of time of the intended occupation.

* * *

F. Sidewalk and Driveway Maintenance. During the progress of building operations a sidewalk, measuring not less than five feet four inches in width, or an equal width of a clean, hard, paved roadway, shall at all times be made available and kept open, clean and unobstructed to provide a safe footway, with adequate guard railings, for the purpose and uses of a passageway in front of such lot.

It is not intended by this section to prohibit the maintenance of a safe driveway for the delivery of material across a sidewalk from the curblin to the building site; provided, however, that such curb and sidewalk across which such driveway shall extend shall be protected in a manner satisfactory to the ~~Director of Public Works~~ **Director of Engineering**.

* * *

I. Barricades and Lights. Any person to whom a building or street occupation permit is issued shall erect and maintain such substantial and suitable fences, railings or barricades to guard all excavations, embankments or obstructions along any street, alley, parkway or sidewalk abutting upon or adjacent to such lot as the ~~Director of Public Works~~ **Director of Engineering** or other building officer deems necessary for the protection of the public, and shall maintain proper and sufficient lights from dusk to sunrise to protect the public using such street or sidewalk.

No person shall remove, extinguish, diminish or disturb such lights or remove or disturb such barricades.”

SECTION 11: AMENDMENT TO SECTION 12.28.010 OF THE VILLAGE CODE. Section 12.28.010, titled “Trees, Shrubs and Plants in Public Places,” of Chapter 12.28, titled “Publicly Owned Trees, Shrubs and Plants,” of Title 12, titled “Streets, Sidewalks and Public Places,” of the Village Code shall be amended to read as follows:

“Section 12.28.010 Trees, shrubs and plants in public places.

It is unlawful for any person without a written permit from the Village to injure, trim, treat, plant or remove any tree, shrub, vine or flower in any street, parkway or other public place in the Village, or injure, misuse or remove any device set for the protection of any such

Additions are bold and double-underlined; deletions are struck through

tree, shrub, vine or flower. Application for a permit from the Village shall be made in writing to the ~~Director of Public Works~~ **Director of Engineering** or the Director's designee (in this chapter referred to collectively as the "Director"). If in the judgment of the Director the desired work is necessary, beneficial, in compliance with applicable Village standards and regulations, and if the proposed method is such as the Director approves, he or she shall issue a written permit for such work. Such permit shall contain a detailed statement of the nature of the work permitted to be done. Any work done under such written permit must be performed in accordance with the terms of such permit.”

SECTION 12: AMENDMENT TO SECTION 14.04.020 OF THE VILLAGE CODE. Section 14.04.020, titled “Definitions,” of Chapter 14.04, titled “Construction of Utility Facilities in the Public Rights-of-Way,” of Title 14, titled “Telecommunications, Cable Television and Other Utilities,” of the Village Code shall be amended to read as follows:

“Section 14.04.020 Definitions.

A. Defined Terms. As used in this chapter, and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Ill. Adm. Code § 530.30, unless the context clearly requires otherwise.

* * *

23. “~~Director of Public Works~~ **Director of Engineering**” means the Village of Winnetka’s ~~Director of Public Works~~ **Director of Engineering** or his or her designee.

* * *

28. “Engineer” means the Village Engineer or his or her designee.

* * *

35. “Hazardous materials” means any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the ~~Director of Public Works~~ **Director of Engineering** to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

Additions are bold and double-underlined; deletions are struck through

* * *

SECTION 13: AMENDMENT TO SECTION 14.04.030 OF THE VILLAGE CODE. Section 14.04.030, titled “Annual Registration Required,” of Chapter 14.04, titled “Construction of Utility Facilities in the Public Rights-of-Way,” of Title 14, titled “Telecommunications, Cable Television and Other Utilities,” of the Village Code shall be amended to read as follows:

“Section 14.04.030 Annual Registration Required.

Every utility that occupies right-of-way within the Village shall register on January 1 of each year with the ~~Director of Public Works~~ **Director of Engineering**, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in section 14.04.080 of this chapter, in the form of a certificate of insurance.”

SECTION 14: AMENDMENT TO SECTION 14.04.040 OF THE VILLAGE CODE. Section 14.04.040, titled “Permit Required; Applications and Fees,” of Chapter 14.04, titled “Construction of Utility Facilities in the Public Rights-of-Way,” of Title 14, titled “Telecommunications, Cable Television and Other Utilities,” of the Village Code shall be amended to read as follows:

“Section 14.04.040 Permit Required; Applications and Fees.

A. Permit Required. No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any Village right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this chapter), (4) materially increases the space occupied by the facility, or (4) expands the capacity of the facility to provide any service not previously provided through that facility, without first filing an application with the ~~Director of Public Works~~ **Director of Engineering** and obtaining a permit from the Village therefor, except as otherwise provided in this chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

* * *

SECTION 15: AMENDMENT TO SECTION 14.04.100 OF THE VILLAGE CODE. Section 14.04.100, titled “Performance Security,” of Chapter 14.04, titled “Construction of Utility Facilities in the Public Rights-of-Way,” of Title 14, titled “Telecommunications, Cable Television and Other Utilities,” of the Village Code shall be amended to read as follows:

Additions are bold and double-underlined; deletions are struck through

“Section 14.04.100 Performance Security.

* * *

C. Amount. The dollar amount of the performance security shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the ~~Director of Public Works~~ **Director of Engineering**, and may also include reasonable, directly related costs that the Village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the Village, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the ~~Director of Public Works~~ **Director of Engineering** may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the performance security for phased construction shall be equal to the greatest amount that would have been required under the provisions of this subsection C for any single phase.

* * *

SECTION 16: AMENDMENT TO SECTION 14.04.150 OF THE VILLAGE CODE. Section 14.04.150, titled “Location of Facilities,” of Chapter 14.04, titled “Construction of Utility Facilities in the Public Rights-of-Way,” of Title 14, titled “Telecommunications, Cable Television and Other Utilities,” of the Village Code shall be amended to read as follows:

“Section 14.04.150 Location of Facilities.

A. General Requirements.

1. No Interference with Village Facilities. No utility facilities shall be placed in any location if the ~~Director of Public Works~~ **Director of Engineering** or the Director of Water & Electric determines that the proposed facility will require the relocation or displacement of any of the Village’ s utility facilities or will otherwise interfere with the operation or maintenance of any of the Village’ s utility facilities.

* * *

F. Freestanding Facilities.

* * *

Additions are bold and double-underlined; deletions are struck through

5. The owner of any freestanding facility shall promptly comply with the reasonable requests of the ~~Director of Public Works~~ **Director of Engineering**, with respect to the location and screening of such facilities within any right-of-way.

G. Appearance Standards.

1. The Village may prohibit the installation of facilities in particular locations in order to preserve visual quality.
2. A free-standing facility may be installed or constructed only if:
 - a. The ~~Director of Public Works~~ **Director of Engineering** or his or her designee determines that the proposed construction does not require extensive removal or alteration of trees or other landscape features that are visible to adjacent property owners, and to pedestrians, drivers and passengers on the adjoining roadway or sidewalk; and

* * *

SECTION 17: AMENDMENT TO SECTION 14.04.160 OF THE VILLAGE CODE. Section 14.04.160, titled “Construction Methods and Materials,” of Chapter 14.04, titled “Construction of Utility Facilities in the Public Rights-of-Way,” of Title 14, titled “Telecommunications, Cable Television and Other Utilities,” of the Village Code shall be amended to read as follows:

“Section 14.04.160 Construction Methods and Materials.

- A. Standards and Requirements for Particular Types of Construction Methods.

* * *

2. Boring or Jacking.
 - a. Pits and Shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the ~~Director of Public Works~~ **Director of Engineering** from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected,

Additions are bold and double-underlined; deletions are struck through

supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

* * *

3. Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of IDOT's "Standard Specifications for Road and Bridge Construction."

- a. Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the ~~Director of Public Works~~ **Director of Engineering**.
- b. Open Trench and Excavated Material. Open trench and windrowed excavated material shall be protected as required by the applicable provisions of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.
- c. Drip Line of Trees. The utility shall not trench within the drip line of any tree designated by the Village to be preserved.

4. Backfilling.

- a. Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with the Winnetka Engineering Standards. When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.
- b. For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the ~~Director of Public Works~~ **Director of Engineering**, the utility, at its expense, shall remove any pavement

Additions are bold and double-underlined; deletions are struck through

and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the ~~Director of Public Works~~ **Director of Engineering**.

* * *

C. Materials.

1. General Standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT' s "Standards Specifications for Road and Bridge Construction," the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.
2. Material Storage on Right-of-Way. No material shall be stored on the right-of-way without the prior written permission of the ~~Director of Public Works~~ **Director of Engineering**. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property.
3. Hazardous Materials. If the construction of the new facilities or removal of any existing facilities involves hazardous materials, the applicant's plans shall identify the hazard and shall describe its plans for protecting against a hazardous materials incident in the course of construction or removal. A copy of such plans shall be submitted to the Winnetka Fire Department for its review and approval.

D. Operational Restrictions.

1. Construction operations on rights-of-way may, at the discretion of the Village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.
2. These restrictions may be waived by the ~~Director of Public Works~~ **Director of Engineering** when emergency work is required to restore vital utility services.

Additions are bold and double-underlined; ~~deletions are struck through~~

3. Unless otherwise permitted by the Village, the hours of construction are those set forth in section 15.32.140 of this Code.

* * *

SECTION 18: AMENDMENT TO SECTION 14.04.180 OF THE VILLAGE CODE. Section 14.04.180, titled “Removal, Relocation, or Modifications of Utility Facilities,” of Chapter 14.04, titled “Construction of Utility Facilities in the Public Rights-of-Way,” of Title 14, titled “Telecommunications, Cable Television and Other Utilities,” of the Village Code shall be amended to read as follows:

“Section 14.04.180 Removal, Relocation, or Modifications of Utility Facilities.

* * *

D. Abandonment of Facilities. Upon abandonment of a facility within the public rights-of-way of the Village, the utility shall notify the Village within ninety (90) days. Following receipt of such notice the Village may direct the utility to remove all or any portion of the facility if the ~~Director of Public Works~~ **Director of Engineering** determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the Village does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the Village, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person.”

SECTION 19: AMENDMENT TO SECTION 14.04.200 OF THE VILLAGE CODE. Section 14.04.200, titled “Maintenance and Emergency Maintenance,” of Chapter 14.04, titled “Construction of Utility Facilities in the Public Rights-of-Way,” of Title 14, titled “Telecommunications, Cable Television and Other Utilities,” of the Village Code shall be amended to read as follows:

“Section 14.04.200 Maintenance and Emergency Maintenance.

* * *

B. Emergency Maintenance Procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

1. If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the

Additions are bold and double-underlined; deletions are struck through

traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided, consistent with the provisions of the Manual on Uniform Traffic Code Devices. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

2. In an emergency, the utility shall, as soon as possible, notify the ~~Director of Public Works~~ **Director of Engineering** of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the Village police shall be notified immediately.
3. In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

* * *

SECTION 20: AMENDMENT TO SECTION 15.04.050 OF THE VILLAGE CODE. Section 15.04.050, titled "Definitions," of Chapter 15.04, titled "General Provisions," of Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"Section 15.04.050 Definitions.

* * *

B. Definitions. For purposes of this title, certain words are defined, as follows:

"Building Officer" means any officer or employee of the Village responsible for administering or enforcing any provision of this title or any provision of this code that is administered pursuant to this title. The term "Building Officer" includes: the Director of Community Development; the Village Engineer; the ~~Director of Public Works~~ **Director of Engineering**; the Fire Chief; the Health Officer; the Plan Examiner; and the building, electrical, code enforcement, engineering, fire prevention, forestry, mechanical, plumbing, water and electric, and zoning inspectors. The term "Building Officer" also includes any person who is a "building official" or "code official" under any of the codes adopted by reference in Chapter 15.08 of this Code. The term "Building Officer" also includes such other professional service providers as may be engaged by the Village and such other person as may be assigned or directed by the Director or the Village Manager to perform any of the functions of a Building Officer.

* * *

Additions are hold and double-underlined; deletions are struck through

SECTION 21: AMENDMENT TO SECTION 15.04.100 OF THE VILLAGE CODE. Section 15.04.100, titled “Stop Work Orders,” of Chapter 15.04, titled “General Provisions,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.04.100 Stop Work Orders.

A. Stop Work Orders. In case work is being done in violation of, or contrary to, the provisions of the code, or if in the opinion of the Director, Director of Public Works, Director of Engineering, or Fire Chief, any work is being performed in an unsafe or dangerous manner, the Director, Director of Public Works, Director of Engineering, Fire Chief, Village Manager, or other person designated in writing by the Village Manager, is authorized to order such work to be stopped immediately.

* * *

SECTION 22: AMENDMENT TO SECTION 15.24.080 OF THE VILLAGE CODE. Section 15.24.080, titled “Sewer Back-up Prevention Program,” of Chapter 15.24, titled “Sewer Code,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.24.080 Sewer Back-up Prevention Program.

* * *

D. Authority of Director. The ~~Director of Public Works~~ Director of Engineering shall have the authority and discretion to administer the cost-sharing program established by this section, subject to the control and direction of the Village Manager. The ~~Director of Public Works~~ Director of Engineering shall establish such administrative procedures as may be necessary to implement the program, which shall include, but shall not be limited to, establishing administrative priorities for processing and granting reimbursement requests based on such factors as the time of filing, time of completion, location in the floodplain or in flood-prone areas, and availability of funding.”

SECTION 23: AMENDMENT TO SECTION 15.26.030 OF THE VILLAGE CODE. Section 15.26.030, titled “Rules of Construction,” of Chapter 15.26, titled “Stormwater Management Code,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.26.030 Rules of construction.

Additions are bold and double-underlined; deletions are struck through

A. In the event of a conflict between the provisions of this chapter and any other provision of this code or applicable statutes, the provision imposing the stricter regulation, as determined by the ~~Director of Public Works~~ **Director of Engineering**, shall prevail unless such interpretation is otherwise prohibited by law.

* * *

SECTION 24: AMENDMENT TO SECTION 15.26.040 OF THE VILLAGE CODE. Section 15.26.040, titled “Definitions,” of Chapter 15.26, titled “Stormwater Management Code,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.26.040 Definitions.

A. Terms Defined in Other Ordinances and Codes. Terms used in this chapter, but not otherwise defined, shall have the meanings ascribed to them in the Building Code, the Zoning Ordinance, this code or the codes adopted by reference in Chapter 15.08 of this Code, including without limitation, the Watershed Management Ordinance adopted by reference in section 15.08.040(J) of this code, except that wherever the term "Director" is used in the Building Code, for purposes of this chapter it means the ~~Director of Public Works~~ **Director of Engineering**, and wherever the term "Department" is used in the Building Code, for purposes of this chapter it means the Department of Public Works. The following terms shall have the meanings ascribed to them in the Illinois State Plumbing Code, 1993 Edition, as promulgated by the Department of Public Health in Title 77 of the Illinois Administrative Code, Chapter I, subchapter r, Part 890, as amended, which definitions are adopted by reference: building drain, building sewer, sewage, public sanitary sewer, storm sewer, combined building sewer.

* * *

SECTION 25: AMENDMENT TO SECTION 15.26.070 OF THE VILLAGE CODE. Section 15.26.070, titled “Watershed Management Permits,” of Chapter 15.26, titled “Stormwater Management Code,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.26.070 Watershed management permits.

A. Permits Required. No building drain, private stormwater sewer for connection to any public sewer system shall be laid, nor shall any person lay, alter or disturb any part of any public sewer or drain connected into any public sewer system, nor shall any person perform land grading, stormwater management, or other development regulated by the Cook County Watershed Management Ordinance, without first having obtained a permit for such work from the ~~Director of Public Works~~ **Director of Engineering**. In the event a

Additions are bold and double-underlined; deletions are struck through

permit from the Metropolitan Water Reclamation District of Greater Chicago is required for connection to the sewer system, such permit shall be obtained before the Village permit becomes effective and before any work begins.

B. Permit Applications. Applications for sewer permits shall be submitted by the owner on forms provided by the ~~Director of Public Works~~ **Director of Engineering**. The application shall be accompanied by all required fees and deposits, which shall be set by resolution of the Village Council. The sewer contractor shall have a permit bond on file with the ~~Director of Public Works~~ **Director of Engineering** prior to Village's acceptance of a sewer permit application. Any remaining permit or other fees owed to the Village shall be paid in full prior to any approved permit being released or in force."

SECTION 26: AMENDMENT TO SECTION 15.26.090 OF THE VILLAGE CODE. Section 15.26.090, titled "Inspection of Stormwater Sewer Connection," of Chapter 15.26, titled "Stormwater Management Code," of Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"Section 15.26.090 Inspection of stormwater sewer connection.

A written notice of intention to make a connection with a public stormwater sewer shall be filed at the office of the ~~Director of Public Works~~ **Director of Engineering** at least twenty-four (24) hours before such connection is made. Every connection shall be left uncovered until it has been inspected and approved by the ~~Director of Public Works~~ **Director of Engineering**, or an inspector from his or her office."

SECTION 27: AMENDMENT TO SECTION 15.26.110 OF THE VILLAGE CODE. Section 15.26.110, titled "Storm and Surface Water Connections," of Chapter 15.26, titled "Stormwater Management Code," of Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"Section 15.26.110 Storm and surface water connections.

* * *

B. Roof Downspouts. All downspouts shall drain onto the ground unless doing so will result in an adverse effect on other private or public properties from such drainage. Downspouts drainage shall be diverted toward an on-site drainage system such as a yard inlet or swale, prior to entering the public storm sewer system. No roof downspout shall connect to the storm sewer service line unless the owner of the property first obtains a permit from the ~~Director of Public Works~~ **Director of Engineering**."

Additions are bold and double-underlined; deletions are struck through

SECTION 28: AMENDMENT TO SECTION 15.26.120 OF THE VILLAGE CODE. Section 15.26.120, titled “Use of Stormwater Sewers,” of Chapter 15.26, titled “Stormwater Management Code,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.26.120 Use of stormwater sewers.

A. Prohibited Uses. It is unlawful to discharge or permit to be discharged to any public or private storm sewer any substances, materials, or waters if it appears likely in the opinion of the ~~Director of Public Works~~ **Director of Engineering** that such works can harm either the sewers or equipment; have an adverse effect on the receiving water body; violate limits established by regulatory agencies having jurisdiction over discharge to the receiving waters; or can otherwise endanger life or public property, or constitute a nuisance.

* * *

SECTION 29: AMENDMENT TO SECTION 15.28.010 OF THE VILLAGE CODE. Section 15.28.010, titled “Policy and Purpose; Rules of Construction; Definitions,” of Chapter 15.28, titled “Tree Enhancement and Preservation,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.28.010 Policy and Purpose; Rules of Construction; Definitions

* * *

D. Definitions. For purposes of this chapter, certain terms and words are defined, as follows:

* * *

6. "Director" means the ~~Director of Public Works~~ **Director of Engineering** or his designee.

* * *

SECTION 30: AMENDMENT TO SECTION 15.44.010 OF THE VILLAGE CODE. Section 15.44.010, titled “Numbering Buildings,” of Chapter 15.44, titled “Supplementary Standards and Requirements,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.44.010 Numbering buildings.

* * *

B. Assignment of Numbers.

Additions are hold and double-underlined; deletions are struck through

1. Numbers shall be assigned to lots and buildings as set forth in the Street Numbering Atlas on file in the office of the ~~Director of Public Works~~ **Director of Engineering**. Such atlas is referred to and adopted and made a part of this section as fully as if set forth in full herein. The even numbers shall be assigned to the southerly and westerly sides of streets, and odd numbers to the northerly and easterly sides of streets.

* * *

SECTION 31: AMENDMENT TO SECTION 15.68.020 OF THE VILLAGE CODE. Section 15.68.020, titled “Definitions,” of Chapter 15.68, titled “Flood Hazard Protection Regulations,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“15.68.020 Definitions.

Terms used in this chapter mean as follows:

* * *

"Director" or "~~Director of Public Works~~ **Director of Engineering**" means the ~~Director of Public Works~~ **Director of Engineering** of the Village. The Director performs the duties of Village Engineer pursuant to Section 2.64.010(D) of this Winnetka Village Code.

* * *

"Village Engineer" means a registered professional engineer appointed by the Village Manager.

* * *

SECTION 32: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 33: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; deletions are struck through

PASSED this ____ of _____, 2020, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2020.

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
_____,
2020.

Introduced: _____, 2020

Passed and Approved: _____, 2020

Additions are bold and double-underlined; deletions are struck through



Agenda Item Executive Summary

Title: Resolution No. R-71-2020: SAFEbuilt Contract Renewal (Adoption)

Presenter: David Schoon, Director of Community Development

Agenda Date: 11/17/20

Consent: ☒ YES ☐ NO

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

Item History:

12/18/2018 - The Village Council adopted Resolution No. R-77-2018 approving a contract with SAFEBuilt Illinois, Inc. for inspection and plan review services. The agreement calls for SAFEbuilt to be predominately responsible for conducting all building inspections and plan reviews for the Village.

Executive Summary:

Resolution R-71-2020 authorizes the Village to renew its contract with SAFEbuilt Illinois, Inc. to provide building-related inspection and plan review services in a not-to-exceed amount of \$250,000. The contract approved by Resolution No. R-77-2018 allows the Village to renew the agreement for up to three additional one-year terms. The proposed renewal would be the first extension and would be through December 31, 2021.

The not-to-exceed amount of the agreement has been lowered from \$295,000 to \$250,000 to better reflect the maximum dollar amount for services the Village has paid in any one year during the past five years. SAFEbuilt will only invoice for services performed during the extension of the contract. Under the agreement SAFEbuilt's current billable rates for plan reviews (\$74.00/hour) and inspections (\$73.00/hour) may increase based upon the increase in annual "Consumer Price Index-U, Chicago-Naperville, Elgin," but not more than 3%, during the coming year.

The amount budgeted for inspection and plan review services in 2021 is \$200,000, which we project will fund the cost for these services during the coming year with any CPI increase. If staff anticipates the fees for these services would surpass the \$200,000 budget, we will present an amendment for consideration to the Village Council .

BACKGROUND

The Village first entered into a contract for building inspection and plan review services with SAFEbuilt in June, 2013. Prior to this date, these services were provided by Village employees. Winnetka along with four other neighboring municipalities - Glenview, Evanston, Wilmette, Kenilworth - engaged in an RFP process to identify a third-party vendor to provide these services.

Executive Summary (continued):

SAFEbuilt was the successful vendor and was chosen over four others. The impetus behind this model was to address the need for additional building plan review and inspection services due to the increase in building activity without adding permanent municipal employees and to achieve economies of scale and process efficiencies using a regional approach.

In 2018, prior to the Village's agreement with SAFEbuilt, the Village joined the original four neighboring municipalities and six additional municipalities (Highland Park, Lincolnshire, Morton Grove, Niles, Palatine, and Wheeling) in an RFP process for building plan review and inspection services. Six proposals were received with only three proposals being responsive to the Village's request for services. The Village found SAFEbuilt to be the lower responsible proposer for the services, and as noted earlier, the Village adopted Resolution No. R-77-2018 entering into a contract with SAFEBuilt for building-related plan review and inspection services.

Recommendation:

Consider adopting Resolution No. R-71-2020 renewing the contract with SAFEbuilt Illinois, Inc. for building-related plan review and inspection services for FY2021.

Attachments:

Attachment A – Resolution No. R-71-2020

Attachment B – SAFEbuilt Agreement for Inspection & and Plan Review Services

R-71-2020

**A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT
WITH SAFEUILT ILLINOIS, INC. FOR INSPECTIONAL & PLAN SERVICES**

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 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, on December 31, 2018, the Village entered into a Professional Services Agreement ("**Agreement**") with SAFEuilt, LLC ("**Consultant**") for Consultant to provide the Village inspection and plan review services ("**Services**"); and

WHEREAS, the Village reserved itself the right in the Agreement to extend the term of the Agreement for three additional one-year periods ("**Extension Terms**"); and

WHEREAS, the Village now desires to amend the agreement to exercise its option to extend the term of the Agreement for an additional year and reduce the maximum charge to the Village during the renewal term ("**Amendment**"); and

WHEREAS, the Council of the Village of Winnetka ("**Village Council**") has determined that entering into the Amendment is 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 AMENDMENT. The Village Council hereby approves, pursuant to the Village's home rule power, the Amendment 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 THE AMENDMENT. The Village Council hereby authorizes and directs, pursuant to the Village's home rule power, the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Amendment.

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 ____ day of____, 2020, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AMENDMENT

{00117264.1}
November 17, 2020

R-71-2020

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("***Amendment***"), dated as of this ____ day of _____, 2020, ("***Effective Date***"), is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("***Village***"), and **SAFEBUILT ILLINOIS, LLC**, an Illinois limited liability company ("***Consultant***").

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

SECTION 1. RECITALS.

A. The Village and Consultant entered into that certain December 31, 2018 Professional Services Agreement ("***Agreement***") for Consultant to provide the Village inspection and plan review services ("***Services***"), which Services are more fully described in the Agreement.

B. The Initial Term of the Agreement ends on December 31, 2020.

C. Pursuant to Section 2. D of the Agreement, the Village and Consultant may renew and extend the Agreement for up to three additional one-year terms upon the mutual agreement of the Parties.

D. Consultant has provided the Village satisfactory Services during the Initial Term.

E. Consultant and the Village desire to renew the Agreement for an additional year and amend the agreement amount.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this Amendment have the meanings set forth in the various provisions of this Amendment. If a word or phrase is not specifically defined in this Amendment, it has the same meaning as in the Agreement.

B. Rules of Construction. Except as specifically provided in this Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Amendment, the text of this Amendment controls.

SECTION 3. EXTENSION OF TERM.

Pursuant to Section 2.D of the Agreement, the Village and Consultant hereby agree that the term of the Agreement is hereby extended for a renewal term to begin on January 1, 2021 and

end on December 31, 2021 (***“Renewal Term”***), during which Renewal Term Consultant shall diligently and continuously prosecute the Services.

SECTION 4. AGREEMENT AMOUNT.

Consultant shall charge the Village for the Services consistent with the terms of the Agreement, provided, however, that the maximum fee charged by Consultant during the Renewal Term shall not exceed a total of \$250,000 for all Services.

SECTION 5. COUNTERPARTS.

To facilitate execution of this Amendment, this Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

VILLAGE OF WINNETKA

SAFEBUILT ILLINOIS, LLC

By: _____
Its: _____

By: _____
Its: _____

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 31st day of December, 2018, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** SAFEbuilt Illinois, LLC

Address: 3755 Precision Drive, Suite 140, Loveland, Colorado 80538

Telephone No.: 877-977-4111

Email: snero@safebuilt.com

Project Name/Description: Inspection and Plan Review Services

Agreement Amount: Maximum \$295,000 annually

B. Project Description. Consultant will perform (i) building, mechanical, plumbing, and electrical inspections, (ii) conduct commercial, multi-family, single-family, and MEP plan reviews, and (iii) perform code enforcement and property maintenance inspections, all as more fully described in the scope of work attached to this Agreement as **Exhibit A ("**Scope of Work**")** and the Service Level Agreement attached to this Agreement as **Exhibit B ("**Service Level Agreement**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties

("Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until December 31, 2020 ("Time of Performance" or "Initial Term").

D. Renewal. This Agreement may be renewed for up to three additional one-year terms upon mutual written agreement of the Parties (individually, a "**Renewal Term**"). The Consultant shall notify the Village at least 90 days before the end of the then current Initial Term or Renewal Term if it does not want to renew this Agreement. At the end of the Initial Term or any applicable Renewal Term, the Village reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of entering into a new agreement.

E. Reporting. The Consultant shall prepare and submit a monthly report summarizing plan review and inspection activity generally in the applicable format attached as **Exhibit C** to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

B. Invoices and Payment. The Consultant shall submit monthly invoices generally in the applicable format attached as **Exhibit D-1** and **Exhibit D-2** to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Fee Schedule attached to this Agreement as **Exhibit E** ("**Fee Schedule**"). The Village shall only pay for services rendered. Payment shall be made in accordance with the Local Government Prompt Payment Act.

C. Escalation Clause. During the first three months of the first year of the Initial Term, the Village and the Consultant will work together to review the compliance and tools used to measure compliance as set forth in Exhibit B Service Level Agreement. After the first three months, the Village and the Consultant will review compliance with the Service Level Agreement at the intervals outlined in the Service Level Agreement. In any month where the Consultant fails to meet the service level for each position category the Village is entitled to a 5% credit of the subsequent month's invoice amount for that position. Should this occur, the Village shall have the right to conduct, a of that service level each month for that particular position until the position meets that service level standard for the applicable position. If the Consultant fails to meet the service level for a given position category in consecutive time periods, as identified in the "Review Frequency" column of Exhibit B, the Village shall be entitled to a 7.5% credit on the subsequent month's invoices for that position category each month until the service level agreement has been met, at which time the invoice credit shall be discontinued.

Beginning February 1, 2020 and annually thereafter, the hourly rates listed in Exhibit E shall be increased based upon the increase in the annual "Consumer Price Index-U, Chicago-Naperville, Elgin" from the previous year but not more than 3% annually. Rates shall not decrease for the term of this Agreement

D. Records; Audit; Access to Records.

1. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of the Services under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public

Accountants Professional Standards. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of any cost submissions required under this subsection, (e.g. invoices, negotiation of contract amendments, the Change Orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Village, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Consultant will provide facilities for such access and inspection.

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

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

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

5. Parties acknowledge that Consultant requires access to Records to perform its obligations under this Agreement. Accordingly, Village will either provide to Consultant, in a reasonable amount of time, data from the records that Consultant may reasonably request (in an agreed electronic format) or grant Consultant reasonable access to the Village's records and relevant portion of the Village's record management systems so that Consultant may download necessary data. Consultant may use the records, all solely in anonymized form, for purposes of (i) benchmarking of Village and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Service.

E. Claim In Addition To Agreement Amount.

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

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

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

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

1. Change Orders. In the event that a Change Order is required, the Consultant shall review the Scope of Work to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village prior to execution.

a. Change Orders shall comply with 720 ILCS 5/33E-9.

b. Detailed written Requests for Change Orders must be submitted to the Village on the form provided by the Village (Requests furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for Change Orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Village's Finance Director.

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

d. A written Change Order must be issued by the Village's Finance Director and/or approved by the Village Board of Trustees as necessary prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Consultant's sole risk and expense.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

E. Waiver of Workers Compensation/Occupations Disease Expense Reimbursement. The Consultant agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Consultant agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

F. Solicitation/Hiring of Consultant's Employees. During the term of this Agreement and for one year thereafter ("***Specified Period***"), the Village shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who are assigned and provide services directly to the Village pursuant to this Agreement ("***Service Providers***"), or who interacted with the Village in connection with the provision of the Services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that the Village hires any such employee during the Specified Period, the Village shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

B. Indemnification. The Consultant shall indemnify, defend, and hold harmless the Village and the Village's elected and appointed officials, employees, agents, and representatives from all claims, liabilities, losses, damages, demands, penalties, causes of action, costs, and expenses, including court costs and reasonable attorneys' fees, which may arise or which may have been alleged to have arisen out of, or in connection with, the Consultant's performance of the Services. The obligations of the Consultant under this Section 6.A shall not be limited by any applicable insurance required of the Consultant. Notwithstanding any other contrary provision contained herein, the Consultant's obligations under this Section 6.A shall survive the expiration or termination of this Agreement.

C. Insurance. The Consultant shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

1. **Commercial Liability Insurance.** Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury

arising out of or in connection with any Services under this Agreement, whether such operations or services are by the Consultant or a subconsultant. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. Liability arising from premises and operations;
- f. Liability arising from the actions of independent contractors;
- g. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- h. Contractual liability including protection for the Consultant from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and
- i. On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

2. Business Auto Liability Insurance. At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

3. Workers' Compensation Insurance. Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

4. Umbrella Excess Liability or Excess Liability Insurance. Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

d. Commercial general liability;

e. Business auto liability; and

f. Employers' liability, and shall follow form with the coverage provisions required for underlying insurance.

5. Professional Liability Insurance. Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Consultant or its subcontractors, arising from the rendering or failure to render the Consultant's professional services under this Agreement.

6. The Consultant shall not commence the Services under this Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Consultant allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Consultant. Approval of the Consultant's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to tsloth@winnetka.org and dschoon@winnetka.org.

7. The Consultant shall require all subconsultants to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Consultant in 1.1., 1.2., 1.3. and 1.5. (when required) herein. The Consultant shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.

8. Providing any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations assumed by the Consultant in the Agreement or for which the Consultant may be liable by law or otherwise.

9. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.

10. Failure of the Village to receive from Consultant certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Consultant's obligation to maintain required insurance.

11. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Consultant.

12. The Consultant shall advise the Village via email to tsloth@winnetka.org and dschoon@winnetka.org and by certified mail, return receipt requested, within two (2) business days after Consultant's receipt of any notice of cancellation, non-renewal, or other termination of, or any

substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.

13. The Consultant's and all subconsultant's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in its sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

14. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Consultant, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Consultant or its subconsultant or imposed by Consultant's or its subconsultant's insurer(s) shall be the sole responsibility of Consultant or its subconsultants and are not chargeable to the Village as expenses.

15. If any required insurance purchased by the Consultant or its subconsultants has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Consultant or its subconsultant must either:

a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;

b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under this Agreement.

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

SECTION 7.

CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

B. Change in Status. The Consultant shall notify the Village immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) change in greater than 5% ownership interest; (c) Consultant becomes insolvent; (d) Consultant, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. The Village shall have the option to terminate this Agreement immediately on written notice based on any such change in status.

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

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

E. Termination. The Village reserves the right to terminate this Agreement, or any part thereof, upon thirty days' written notice. In the event of such termination, the Consultant shall be entitled to receive payment from the Village for work completed to date notice of termination is sent.

F. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding

qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* including any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

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

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

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

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination. In the event that this Agreement is terminated due to an Event of Default, the Village shall be entitled to purchase the Services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

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

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

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

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

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

L. Ownership.

1. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, findings and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant, and all work product, documents, and data prepared by Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

2. Except as provided in this Agreement, Documents shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Village. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Village will be exported into a CSV file or another available reasonable format chosen by the Village. Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works to such software.

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

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

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

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

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman

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

SAFEbuilt Illinois, LLC
3755 Precision Drive, Suite 140
Loveland, Colorado 80538
Attention: **Tom T. Klein, CRO**

With a copy to:

Gary Amato, Chief Compliance and Legal Officer
3755 Precision Drive, Suite 140
Loveland, CO 80538

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

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

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

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

I. Governing Laws; Jurisdiction; Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois

J. Authority to Execute.

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

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in

this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

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

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

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

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

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

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

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

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

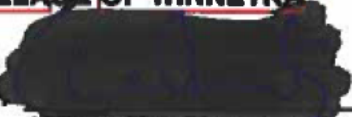
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this 31st day of December, 2018.

ATTEST:

By: 
Village Clerk

VILLAGE OF WINNETKA

By: 
Village President

ATTEST:

By: 
Title: Contract Manager

SAFEBUILT ILLINOIS, LLC

By: 
Its: Thomas P. Wilkas, CFO

EXHIBIT A – SCOPE OF WORK

The Village of Winnetka (the “**Village**”) shall be responsible for permit and plan intake, the issuance of all permits, and the coordination of all permit services, including the scheduling of all inspections. The Village shall also be responsible for all plan review and inspections related to the application of and compliance with the Village’s Zoning Ordinance, Sanitation Code, and Fire and Life Safety Codes. SAFEbuilt Illinois, LLC (the “**Consultant**”) shall be responsible for providing the following services through maintaining a physical presence in the Winnetka Village Halle to serve as the Village’s plan review and inspections services function under the lead of the Community Development Department Director and Assistant Director.

Building, Mechanical, and Electrical Inspections

The Consultant will provide the following inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding building, mechanical, and electrical inspections and related requirements;
2. Participate in pre-occupancy inspections with commercial tenants and their design professionals;
3. Perform building, accessibility, and electrical system inspections on new and existing commercial and residential construction projects;
4. Perform pre-construction site development inspections including a construction fence, tree protection, and signage;
5. Perform electrical and mechanical (including HVAC) inspections in compliance to the approved plans, applicable codes, state of Illinois standards, and local amendments; and
6. Any other inspection necessary to confirm compliance with adopted Village building codes or other codes as necessary for a Certificate of Occupancy, Special Event Inspections, and Temporary Occupancy Inspections.

Inspection Services Standards: The Consultant shall meet the following minimum standards for all inspection services:

7. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village;
8. Consultant shall make their best effort to provide additional inspection services during weeks with fewer than five (5) business days;
9. All inspectors are required to perform on average at least two (2) inspections per hour, per inspector, allowing for fluctuations relating to core and peak inspection loads as outlined in the attached Exhibit C.

Plumbing Inspections

The Consultant will provide the following plumbing inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding plumbing inspections and related requirements;
2. Inspects new installations and alterations of plumbing and drainage systems in public and private buildings;
3. Checks piping size, connections, trap seals, cleanouts, and the use of approved materials, devices, fixtures, and equipment;
4. Issues written notices of code violations;
5. Inspects approved plans, specifications, and permits issued for proposed work projects; and

6. Provides consulting plan review services to other staff, as needed;

Inspection Services Standards: The Consultant shall meet the following minimum standards for all inspection services:

7. All employees utilized by the Consultant must possess certification with the International Code Council and/or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village, including a State of Illinois Plumbing License;
8. Consultant shall make their best effort to provide additional inspectional services during weeks with fewer than five (5) business days;
9. All inspectors are required to perform on average at least two (2) inspections per hour, per inspector, allowing for fluctuations relating to core and peak inspection loads as outlined in the attached Exhibit C.

Commercial, Multi-Family, Single-Family, & MEP Plan Review

The Consultant will provide the following plan review professional services to be billed on a per review basis. The full plan review scope will consist of the following:

1. Respond to general customer inquiries regarding commercial, multi-family, single-family, & MEP plan reviews and related requirements;
2. Review plans for compliance with all building, safety, electrical, plumbing, mechanical and energy codes and code amendments, Illinois Accessibility Code and ADA requirements to plans;
3. With the assistance of planning staff, compare building permit submittals to approved Exhibits from Planning approval ordinances;
4. Re-review plans as needed;
5. Communicate with applicants, designers, architects, and building contractors as needed to assure timely issuance of all permits; and
6. Ability to calculate permit fees.

Plan Review Services Standards: The Consultant shall meet the following minimum standards for all Plan Review services:

7. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village.
8. General familiarity with the Village of Winnetka zoning ordinance requirements.
9. Familiarity with local amendments to model building codes and local building codes.

Code Enforcement/Property Maintenance (as needed)

The Consultant will provide the following code enforcement inspection professional services to be billed at an hourly rate in accordance with quantities of inspections performed. These services will consist of the following:

1. Respond to general customer inquiries regarding code enforcement and related requirements;
2. Perform inspections to ensure compliance with the Village's property maintenance, zoning, and other miscellaneous codes, and local amendments; and
3. Consultations with the Director and Assistant Director and other staff regarding interpretations to the code.

Code Enforcement/Property Maintenance Standards: The Consultant shall meet the following minimum standards for all code enforcement/property maintenance services:

1. All employees utilized by the Consultant must possess certification with the International Code Council or other applicable certifying agencies as approved by the Village, or possess equivalent experience and/or education that is acceptable to the Village.
2. Familiarity with local amendments to model property maintenance codes as well as local nuisance code regulations.

General Performance Expectations

The Consultant and its employees and subcontractors shall perform the above services based upon the following general performance expectations:

- a. The Consultant shall return voice messages and emails within 24 hours of receipt.
- b. The Consultant shall be responsible for providing transportation, insurance and required transportation costs.
- c. The Consultant's employees and subcontractors shall dress appropriately and display Village approved photo id badges while working on behalf of the Village including protective boots, clothing, eyewear, gloves, and other safety equipment, as required.
- d. The Consultant shall provide tools necessary to complete plan reviews and inspections (e.g. scales, rulers, calculators, code books, cell phones, plan meters, possible vehicles, etc.).
- e. The Consultant shall provide all work and services in accordance with federal, state, county and local requirements.
- f. The Consultant must work well with the public, including communicating effectively with diverse and sometimes demanding people at the counter and on the telephone.
- g. The Consultant shall handle incoming calls providing information, answering routine inquiries and providing general information, refer callers to appropriate department or agency, and take messages when necessary.
- h. The Consultant shall analyze data to determine answers to questions from customers or members of the public.
- i. The Consultants shall be proficient in Microsoft Office suite and permitting software.
- j. Prior to initial new work, the Consultant shall familiarize itself with prior inspection and plan review actions from documentation associated with the site in the file, in New World (the Village's permit software), and other identified sources identified by the Village such as GIS.
- k. All work shall comply with the procedures outlined by Village policy
- l. The Consultant shall coordinate with Village staff when finding any life safety or property maintenance violations in the field.
- m. The Consultant shall provide time each day for it to hold meetings with Village staff, builders, building contractors, homeowners, etc., to coordinate with staff, and other stakeholders, and to carry out its administrative functions.
- n. The Consultant shall not bill for travel time to and from its offices.

The Village agrees to provide the Consultant's employees access to a computer, office supplies, desk phone, and work station when they are on the Village's work site.

Exhibit B – Service Level Agreement

Position	Task	Service Level	Compliance	Monitoring Tool	Review Frequency
Building, Mechanical and Electrical Inspector & Plumbing Inspector	Perform all scheduled inspections on the day they are scheduled	Inspectors complete AM inspections and PM inspections within the defined timeframes on the day they are scheduled	99% of scheduled inspections will be performed within the specified timeframe	Daily confirmation	Monthly
Building, Mechanical and Electrical Inspector & Plumbing Inspector	Accurate data entry of all dates, attachments & field inspection results.	All required fields shall be completed with full and accurate information and plan review tasks shall be completed in accordance with procedural requirements	95% of inspections completed in accordance with procedural requirements	Audit of 20 random inspections	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Initial Review of major permits including but not limited to new SFR, SFR additions and remodels, new MFR, MFR additions and remodels, new commercial, commercial additions and remodel permits.	Reviews will be completed in 10 business days	85% of plan reviews completed in 10 business days	Audit of 10 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Re-review of major permits including but not limited to new SFR, SFR additions and remodels, new MFR, MFR additions and remodels, new commercial, commercial additions and remodel permits.	Reviews will be completed in 5 business days	85% of plan reviews completed in 5 business day	Audit of 6 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Initial Review of minor permits including but not limited to mechanical, plumbing, electrical, detached garages, deck, shed, and other accessory structure permits.	Reviews will be completed in 5 business days	85% of plan reviews completed in 5 business day	Audit of 10 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Re-review of minor permits including but not limited to mechanical, plumbing, electrical, detached garages, driveway, patio, deck, shed, and other accessory structure permits.	Reviews will be completed in 3 business days	85% of plan reviews completed in 3 business day	Audit of 3 random permits	Bi-monthly
Commercial, Multi-Family, Single-Family & MEP Plan Reviewer	Accurate data entry of all dates, attachments and comment fields shall be completed accurately.	All required fields shall be completed with full and accurate information and plan review tasks shall be completed in accordance with procedural requirements	95% of plan reviews completed in accordance with procedural requirements	Audit of 10 random permits	Bi-monthly

Exhibit C – Monthly Staff Report Sample

Inspection Services by Staff Member Monthly Report

	Inspector Smith	Inspector Jones	Other	Total
# of Administrative Services Activities				
Administrative Services Hours				
# of Inspections Conducted				
Inspection Hours				
# of Code Enforcement Activities				
Code Enforcement Hours				
# of On-Site Meetings				
On-Site Meeting Hours				
Total # of Activities				
Total Hours				
Total # of Days Staff Present				

Plan Reviews by Staff Member Monthly Report

	Reviewer Smith	Reviewer Jones	Other	Total
# of Administrative Services Activities				
Administrative Services Hours				
# of Plan Reviews Conducted				
Inspection Hours				
# of On-Site Meetings				
On-Site Meeting Hours				
Total # of Activities				
Total Hours				
Total # of Days Staff Present				

Exhibit D1 – Plan Review Billing Sample

Company Name

Street Address

City, ST ZIP Code

Phone:

Fax

INVOICE

Invoice #

Invoice Date:

Date	Property Address	Type of Plan Review	Plan Reviewer	Hours	Billable Rate	Billable Amount
5/1/18	510 Oak	Kitchen Remodel	Smith	0.5	\$72.50	\$36.25
5/2/18	119 Sheridan	SFR Remodel	Jones	1.0	\$72.50	\$72.50
5/3/18	1081 Gage	Commercial Remodel	Smith	1.0	\$72.50	\$72.50

Exhibit D2 – Inspection Services Billing Sample

Company Name

INVOICE

Street Address

City, ST ZIP Code

Phone:

Fax

Invoice #

Invoice Date:

Date	Property Address	Type of Inspection	Inspector	Hours	Billable Rate	Billable Amount
5/1/18	510 Oak	Rough plumbing	Smith	0.5	\$72.50	\$36.25
5/2/18	119 Sheridan	Final building	Jones	1.0	\$72.50	\$72.50
5/3/18	1081 Gage	Final plumbing	Smith	0.5	\$72.50	\$36.25
5/3/18	1081 Gage	Final mechanical	Smith	0.5	\$72.50	\$36.25

EXHIBIT E – FEE SCHEDULE

Type of Service	SAFEbuilt Hourly Rate (One-sixth (1/6) hour minimum unless noted)
Building Inspection Services	\$73.00
Electrical Inspection Services	\$73.00
Plumbing Inspection Services	\$73.00
Building Plan Review Services	\$74.00
Electric Plan Review Services	\$74.00
Plumbing Plan Review Services	\$74.00
Emergency Inspection Services (2-hour minimum)	\$100.00
Structural Engineering Plan Review Services	\$110.00
Code Enforcement (on an as needed basis)	\$55.00



Agenda Item Executive Summary

Title: Resolution No. R-72-2020: Uniform Rental & Laundry Services Contract (Adoption)

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

Agenda Date: 11/17/2020

Consent: ☒ YES ☐ NO

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

Item History:

2020 Budgeted Item.
\$10,000 - Account 100.30.01-537 - Streets, Forestry, Admin, Engineering
\$3,500 - Account 540.70.01-537 - Sewers
\$2,000 - Account 560.80.01-567 - Refuse
\$1,000 - Account 580.75.01-537 - Stormwater
\$1,500 - Account 100.30.01-570 - Mats
\$1,000 - Account 640.86.01-538 - Fleet
\$1,500 - Account 100.30.01-543 - Village Hall / Train Station
\$550.00 - Account 100.22.01-531 - Meter Readers

Executive Summary:

The scope of the Uniform Rental and Laundry Service contract includes the use of uniforms, laundry services for uniforms, and floor mat rental within various Village facilities. On May 11, 2020, the Village received three sealed bids for the Public Works Uniform Rental and Laundry Services. Of the three bids received, Aramark Uniform & Career Apparel, LLC. ("Aramark") provided the lowest qualified bid.

Included in Aramark's bid were exceptions to the contract terms, and Village staff began negotiations with the Aramark Representative regarding these exceptions shortly after receiving the bid. Due to the COVID-19 pandemic and a change in the Aramark Account Representative, there was a delay in finalizing an agreement with Aramark without exceptions to the contract. Aramark has agreed to the contract with no exceptions to the bid (attachment #3).

Although Village Staff has experienced a delay to finalize the contract with Aramark, Village Staff recommends approving the four-year contract with Aramark in the amount of \$31,476.64 over the life of the contract. Aramark has provided satisfactory service in the past to the Village.

Recommendation:

Consider adoption of Resolution No. R-72-2020 awarding the Uniform Rental and Laundry Services contract to Aramark Uniform & Career Apparel, LLC, pursuant to RFB #020-011.

Attachments:

1. Resolution No. R-72-2020
2. Bid Tabulation for Bid #020-011
3. Updated Aramark Contract Agreement

Attachment 1

R-72-2020

A RESOLUTION APPROVING A CONTRACT WITH ARAMARK UNIFORM & CAREER APPAREL, LLC FOR PUBLIC WORKS UNIFORM RENTAL AND LAUNDRY SERVICES

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

WHEREAS, the Village issued Bid #020-011 for Public Works uniform rental and related laundry services ("***Services***"); and

WHEREAS, the Village received three bids for the provision of the Services to the Village; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Aramark Uniform & Career Apparel, LLC ("***Aramark***") is the lowest responsible bidder for the Services; and

WHEREAS, the Village Council desires to enter into a four-year contract with Aramark for provision of the Services in an amount not to exceed \$31,476.64 ("***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 Aramark;

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

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

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

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

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 17th day of November, 2020, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000

Fax: (847) 446-1139

General Email: avasquez@winnetka.org

Exhibit A

REQUEST FOR BIDS:	#020-011	BID ISSUE DATE: 04/21/2020
BID DESCRIPTION:	Uniform Rental and Laundry Services	
BID OPENING DATE:	05/11/20	BID OPENING TIME: 10:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

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

TO ALL PROSPECTIVE BIDDERS:

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

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

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

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
--	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director). **Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.**

BUYER:	Anthony Vasquez	PHONE:	(847)716-3504
EMAIL:	avasquez@winnetka.org		

FULL NAME OF BIDDER	ARAMARK UNIFORM & CAREER APPAREL, LLC
BID CONTACT PERSON	ROBERT FANDEL
TELEPHONE NUMBER	██████████

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED
PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #020-011

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Uniform Rental and Laundry Services**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **10:00 AM** (local time), **Monday, May 11, 2020**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

None.

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 Proposals, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **April 28, 2020**.

Delivery of Proposals

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

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

Opening of Contract Proposals

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

Withdrawal of Contract Proposals

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

Rejection of Contract Proposals

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

Acceptance of Contract Proposals

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

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

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

DATED: APRIL 21, 2020

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #020-011

CONTRACT FOR

Uniform Rental and Laundry Services

Full Name of Bidder ARAMARK UNIFORM & CAREER APPAREL, LLC ("Bidder")
Principal Office Address 115 North First Street, Burbank, CA 91502
Local Office Address 3795 N. Wilke Rd Arlington Heights, IL 60004
Contact Person ROBERT FANDEL, DM Telephone Number [REDACTED]

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 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 **Uniform Rental and Laundry Services**
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract Attachment**

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

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

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

2. Contract Price Proposal

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

compensation to all subcontractors and suppliers, the compensation set forth below.

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

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

1. All prices stated in the Schedule of Prices are firm and **shall not be subject to escalation or change**;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of 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").

4. Financial Assurance

A. Bonds. None.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner,

including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Contractual Liability

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

C. Prevailing Wage Act. **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 11th, 2020.

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

Bidder's Name:

ARAMARK UNIFORM & CAREER APPAREL, LLC

Doing Business As (if different):

ARAMARK UNIFORM SERVICES

Signature of Bidder or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: ROBERT FANDEL

Title/Position: DISTRICT MANAGER

Bidder's Business Address:

3795 N. WILKE ROAD
ARLINGTON HEIGHTS, IL 60004

Bidder's Business Telephone: 

Facsimile: 

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

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

1) INTRODUCTION:

The Winnetka Public Works Department is seeking proposals from qualified firms for uniform rental and laundry services. The following guidelines will be used to administer the uniform program:

1. All employees who are assigned a uniform must wear a uniform.
2. Garments must be clean and free of holes, rips and/or tears.
3. Based upon an employee's division within the department, employees must maintain a minimum number of uniform garments.
 - a. Fleet Services Division (per employee)
 - i. 11 shirts (to be laundered by the uniform company)
 - ii. 11 pants (to be laundered by the uniform company)
 - b. Refuse, Sewer and Street Division (per employee)
 - i. 7 shirts (to be laundered by the uniform company)
 - ii. 11 pants (to be laundered by the uniform company)
 - c. Village Hall Meter Reader (per employee)
 - i. 11 shirts (to be laundered by the uniform company)
 - ii. 11 pants (to be laundered by the uniform company)

2) UNIFORM RENTAL AND LAUNDRY SERVICES SPECIFICATIONS

- a) All uniforms supplied for the life of the uniform rental and laundry services contract are to be of a heavy duty, long lasting high quality material Vendors are required to provide samples of all uniform items and miscellaneous items with bid submittal. All samples will be returned to the bidder upon completion of the selection process.
- b) All shirts are to be long-sleeved and either 100% cotton or 65% polyester/35% cotton with buttons (no snaps). Shirts are to be permanent press and minimum of 4¼ ounces per square yard of material with two (2) pockets. Shirts to be provided in regular, tall or extra-large sizes depending upon each individual employee's size requirements.
- c) All regular pants are to be either 100% cotton or 65% polyester/35% cotton. Pants to be permanent press and minimum of 7.5 ounces per square yard of material. Pants are to be provided as straight leg or cargo, depending upon each individual employee's preference.

3) UNIFORM PROGRAM AND COLOR SELECTION

- a) Please see below:

FLEET SERVICES DIVISION				
Uniforms Pants	Color	Number of Staff	Issued per Employee	Total Amount
100% Cotton Straight Leg Pants	Navy	3	11	33
Uniform Shirts	Color	Number of Staff	Issued per Employee	Total Amount
100% Cotton Shirt	Navy	3	9	27
100% Cotton Shirt	White	3	2	6

REFUSE, STREET AND SEWER DIVISIONS				
Uniforms Pants	Color	Number of Staff	Issued per Employee	Total Amount
65/35 Straight Leg Pants	Navy	11	11	121

100% Cotton Straight Leg Pants	Navy	11	11	121
65/35 Cargo Pants	Navy	1	11	11
Uniform Shirts	Color	Number of Staff	Issued per Employee	Total Amount
65/35 Shirt	Navy	13	1	13
100% Cotton Shirt	Navy	22	6	132
65/35 Shirt	White	3	1	3
100% Cotton Shirt	White	3	2	6

VILLAGE HALL METER READERS				
Uniforms Pants	Color	Number of Staff	Issued per Employee	Total Amount
65/35 Cargo Pants	Navy	2	11	22
Uniform Shirts	Color	Number of Staff	Issued per Employee	Total Amount
100% Cotton Shirt	White	2	11	22

- b) The number and types of uniforms listed in Section 3A are estimations. The Village reserves the right to add and drop uniforms at the quantities listed in Section 13: Pricing Response.

4) UNIFORM PICKUP/DELIVERY

- a) Pickup and delivery for uniforms is to be once per week, 52 weeks per year.
- b) Deliveries shall be made to the Municipal Yards Facility at 1390 Willow Road (Fleet Services Division; Refuse, Street and Sewer Divisions) and 510 Green Bay Road (Village Hall Meter Readers) for uniforms. Deliveries shall be on the same day each week as close as possible to the same time. Deliveries should be scheduled on weekdays between 7:00am and 3:00pm. When a holiday falls on a Monday or Tuesday delivery shall be made the day after. When a holiday falls on Wednesday or later, delivery shall be made the day before. Each set of employee uniforms is to be delivered on hangers and placed on the rack outside the locker room. Each garment is to be appropriately identified to ensure that the garments are returned to their respective employee after each cleaning. Each employee's uniforms should be grouped or tied together.
- c) Vendor shall coordinate with and provide a designated municipal representative a quantity breakdown of all items picked up for service and dropped off prior to departure.

5) CONTRACT PERIOD

- a) The Contract shall commence on June 1, 2020 and remain in effect for a four (4) year period through June 1, 2024 with an optional two (1) year extensions administered in a single year agreement. All quotes prices shall be firm fixed prices for the entire contract period. Village shall have sole discretion in deciding which contract period is awarded.

6) REPAIRS, REPLACEMENTS AND CLEANING

- a) At initiation of contract, all uniforms are to be supplied new and unused.
- b) All uniforms supplied will be in good condition and will be maintained and repaired as needed. New garments will be supplied when uniforms are beyond reasonable repair or at the end of a two year useful life, whichever occurs first. All items will become property of the Village after two years of use. The Village recognizes its financial obligation for any garments that are ruined by actions of the

employee. Such obligations will be negotiated between the vendor and the Village to a mutually acceptable and fair arrangement as identified in the Pricing Response Summary.

- c) All uniforms must be washed in accordance with the State of Illinois requirements governing commercial and industrial laundries. All uniforms must be laundered using detergents or cleaners that leave the garment odor free. In accordance with modern standard practices, any garment deemed to be unsatisfactorily cleaned will be reworked at no additional charge to the Village. All uniforms must be neatly pressed or finished within acceptable standards and the best practices of the industry and be delivered one set per hanger.
- d) The Village promotes environmentally safe and sustainable laundry practices. Thus, the Village will give preference to vendors using products and practices that promote pollution prevention and toxin reduction. The Vendor must list the types of laundry chemicals used to clean garments at its facility. (Vendors using non-toxic detergents designed for use in motels, hospitals and retirement home laundries that contain no phosphates and that are highly efficient when removing ground-in dirt from garments will be given preference).

7) SIZE SWITCHOVER

- a) Those employees whose pant or shirt size increases or decreases will be allowed to switch sizes at no charge to the Village. In such cases, should the uniform not have reached its two (2) year useful life it shall remain the property of the vendor, however the Village shall retain the option to purchase the uniform at a pro-rated price.

8) BILLING AND CREDITS

- a) Vacation Credit: Prior to the beginning of the contract, the Village and successful vendor will meet to agree upon a vacation billing credit for uniforms based upon the following formula:

The Village will calculate the average number of weeks of vacation per year per employee. This figure will be multiplied by the uniform request for proposal contract price shown on the Pricing Response Summary, divided by 52 weeks and that quotient subtracted from the original request for proposal price. This revised uniform price shall be the billed figure for which the Village will pay per week per employee. As a result, there shall be no requirement for notification to the vendor of particular employees' vacation schedules.

- b) Other Leave Credit: If an employee will be on leave, other than vacation, for a period of two weeks or more, the Village will be credited a 100% rate allowance, beginning the fourth week, for that employee until his/her return to work.
- c) Invoices to be provided on a monthly basis, and shall highlight the total cumulative fiscal costs to date.
- d) A count will be provided weekly for all soiled garments picked up and for all cleaned garments delivered.

9) MISCELLANEOUS UNIFORM PROVISIONS

- a) The Village will not allow miscellaneous charges to the quoted weekly uniform price, including but not limited to:
 - i. Route bag charges
 - ii. Make-up charges
 - iii. Name emblems
 - iv. Shipping and handling charges
 - v. Large and/or tall sizes charges

- b) The vendor shall provide emblems for each employee's shirts at no charge to the Village. Emblems will be embroidered. One emblem, approximately 4 ½" x 2½", is to be located above left shirt pocket saying "WINNETKA PUBLIC WORKS". Village Hall meter reader shirts will have a similar patch that will instead say "METER READER". A second emblem, approximately 3½" x 1 ½", is to be located above right shirt pocket saying the employee's name on all shirts.
- c) The vendor will guarantee that, during the term of the contract, all new employee garments and replacement garments for existing employees will be delivered within 14 calendar days of order.

10) MISCELLANEOUS ITEMS

- a) The Village will not pay any replacement inventory or soiled "minimum guarantee" quantities for mats or towels. The Village will only pay for the **actual quantity of soiled items exchanged**.

b) Mats:

Dimensions	Color/Description	Location	Quantity
3'x5'	Gray	510 Green Bay Rd (1)	1
4'x6'	Gray	1390 Willow Rd (1); 510 Green Bay Rd (2)	3
3'x10'	Gray	510 Green Bay Rd (2)	2
4'x12'	Gray	1390 Willow Rd (1); 510 Green Bay Rd (1)	2
4'x18'	Gray	1390 Willow Rd (6); 510 Green Bay Rd (4); 754 Elm St (1); 1065 Gage St (2)	13
3'x5'	"Safety"	1390 Willow Rd (1)	1

- i. All mats must be in an excellent state of repair with a heavy rubber backing to maintain form and lay flat. Any torn, frayed or damaged mats will be immediately replaced. Vendors are required to provide samples of all mats with bid submittal.
- ii. Mats are to be picked up and delivered to 1390 Willow Rd, 510 Green Bay Rd, 754 Elm St, 1065 Gage St on a biweekly basis.
- iii. The Village reserves the right to add and drop mats at the quantities listed in Section 13: Pricing Response.

c) Towels:

Dimensions	Amount used per week
18"x18" Shop Towels	100

- i. Towels are to be delivered to the Fleet Garage at 1390 Willow Rd on a weekly basis.

11) MISCELLANEOUS REQUIREMENTS

- a) Attach sample of monthly billing format.
- b) Attach sample of customer order agreement or contract, if such document is required by vendor.
- c) Provide samples of all uniform items and miscellaneous items with bid submittal. All samples will be returned to the bidder upon completion of the selection process.

- d) The vendor shall have 30 days from notification of award to complete fittings and furnish all employees with new uniforms for the initial set up. An authorized official representative for the **vendor shall visit the Municipal Yards Facility to gain a precise uniform measurement for each individual employee.** The selected vendor shall also have display, at the time of measurements, of the various uniform style options selected by the Village. The Village and the selected vendor shall arrange a set time frame for the initial set up visit. As additional personnel are hired, they shall be furnished with new uniforms of the same style as those uniforms in service.

- e) If contract awarded, scheduled pickup day will be: *Monday/Wednesday, depending on location or as mutually agreed*

12) SELECTION PROCESS

The Village will select a vendor or vendors using a Quality Based Selection (QBS) process. Critical factors in that selection will include responsiveness of the proposal to this RFB, relevant experience and client references. The Village reserves the right to reject any or all proposals and to request written clarification of proposals and supporting materials. Interviews may be conducted with one or more responsible entities that have submitted proposals in order to clarify certain elements, if such information cannot be satisfactorily obtained over the telephone or via e-mail.

Questions about these specifications should be directed to:

Anthony Vasquez
Assistant Finance Director
Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
(847)716-3504

13) PRICING RESPONSE

- a) Uniforms (Pants and Shirts):

FLEET SERVICES DIVISION			
Uniforms Pants	Unit Price	Quantity	Total Price
100% Cotton Straight Leg Pants	\$ <u>.21</u>	33	\$ <u>6.93</u>
Uniform Shirts	Unit Price	Quantity	Total Price
100% Cotton Shirt – Navy	\$ <u>.18</u>	27	\$ <u>4.86</u>
100% Cotton Shirt - White	\$ <u>.18</u>	6	\$ <u>1.08</u>

REFUSE, STREET AND SEWER DIVISIONS			
Uniforms Pants	Unit Price	Quantity	Total Price
65/35 Straight Leg Pants	\$ <u>.17</u>	121	\$ <u>20.57</u>
100% Cotton Straight Leg Pants	\$ <u>.21</u>	121	\$ <u>25.41</u>
65/35 Cargo Pants	\$ <u>.13</u>	11	\$ <u>1.43</u>
Uniform Shirts	Unit Price	Quantity	Total Price
65/35 Shirt - Navy	\$ <u>.13</u>	13	\$ <u>1.69</u>
100% Cotton Shirt - Navy	\$ <u>.18</u>	132	\$ <u>23.76</u>
65/35 Shirt - White	\$ <u>.13</u>	3	\$ <u>.39</u>
100% Cotton Shirt - White	\$ <u>.18</u>	6	\$ <u>1.08</u>

VILLAGE HALL METER READERS			
Uniforms Pants	Unit Price	Quantity	Total Price
65/35 Cargo Pants	\$ <u>.21</u>	22	\$ <u>4.62</u>

Uniform Shirts	Unit Price	Quantity	Total Price
100% Cotton Shirt	\$ <u>4.18</u>	22	\$ <u>3.96</u>

TOTAL UNIFORM PRICE \$ 95.78

Description	Total Price
Pants – Cost for replacement due to loss by Village	\$ <u>22.00</u>
Shirts – Cost for replacement due to loss by Village	\$ <u>18.50</u>

b) Mats:

Description	Quantity	Total Price
Gray 3'x5' Bi-Weekly	1	\$ <u>3.60</u>
Gray 4'x6' Bi-Weekly	3	\$ <u>11.70</u>
Gray 3'x10' Bi-Weekly	2	\$ <u>10.50</u>
Gray 4'x12' Bi-Weekly	2	\$ <u>N/A</u>
Gray 4'x18' Bi-Weekly	13	\$ <u>NA</u>
Safety 3'x5' Bi-Weekly	1	\$ <u>3.30</u>

TOTAL MAT PRICE \$ 24.10

c) Shop Towels:

Description	Quantity	Total Price
Soiled shop towel - weekly	100	\$ <u>.025</u>
Village cost for replacement of lost shop towels	(per towel)	\$ <u>.80</u>

END OF SPECIFICATIONS AND SCOPE OF WORK

REFERENCES

The vendor must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the Village to determine if bidder is responsible.

COMPANY NAME:	UPS - Palatine
ADDRESS:	2100 N. Hicks Rd
	Palatine, IL
CONTACT PERSON:	Paul Elza
TELEPHONE NUMBER:	[REDACTED]

COMPANY NAME:	Strange Engineering
ADDRESS:	8300 N. Austin Ave.
	Morton Grove, IL 60053
CONTACT PERSON:	Debbie Gradman
TELEPHONE NUMBER:	[REDACTED]

COMPANY NAME:	Sunstar Americas
ADDRESS:	301 N. Central Rd.
	Schaumburg, IL 60145
CONTACT PERSON:	Alex Forger
TELEPHONE NUMBER:	[REDACTED]

COMPANY NAME:	UPS - Northbrook
ADDRESS:	2525 Sherman Rd
	Northbrook IL 60062
CONTACT PERSON:	David Solis
TELEPHONE NUMBER:	[REDACTED]

STATE THE NUMBER OF YEARS IN BUSINESS:	40+
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	14,000+

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of May 11th, 2020.

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

VILLAGE OF WINNETKA

Signature: 

Printed name: ROBERT FANDEL

Title: DISTRICT MANAGER

Attachment 2

Village of Winnetka Bid #020-011 Uniform Rental and Laundry Service Bid Tabulation Public Bid Opening Took Place on 5/11/20			Aramark Uniform & Career Apparel/LLC		Lechner Services		Cintas Corporation #2	
Line Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
Fleet (Uniform Pants)								
100% Cotton Straight Leg Pants	33	\$0.21	\$6.93	\$0.46	\$15.18	\$0.34	\$11.22	
Fleet (Uniform Shirts)								
100% Cotton Shirt - Navy	27	\$0.18	\$4.86	\$0.37	\$9.99	\$0.25	\$6.75	
100% Cotton Shirt - White	6	\$0.18	\$1.08	\$0.23	\$1.38	\$0.25	\$1.50	
Refuse, Street, and Sewer Divisions (Uniform Pants)								
65/35 Straight Leg Pants	121	\$0.17	\$20.57	\$0.27	\$32.67	\$0.19	\$22.99	
100% Cotton Straight Leg Pants	121	\$0.21	\$25.41	\$0.46	\$55.66	\$0.34	\$41.14	
65/35 Cargo Pants	11	\$0.13	\$1.43	\$0.35	\$3.85	\$0.33	\$3.63	
Refuse, Street, and Sewer Divisions (Uniform Shirts)								
65/35 Shirt - Navy	13	\$0.13	\$1.69	\$0.23	\$2.99	\$0.17	\$2.21	
100% Cotton Shirt - Navy	132	\$0.18	\$23.76	\$0.37	\$48.84	\$0.25	\$33.00	
65/35 Shirt - White	3	\$0.13	\$0.39	\$0.23	\$0.69	\$0.17	\$0.51	
100% Cotton Shirt - White	6	\$0.18	\$1.08	\$0.23	\$1.38	\$0.25	\$1.50	
Village Hall Meter Readers (Uniform Pants)								
65/35 Cargo Pants	22	\$0.21	\$4.62	\$0.35	\$7.70	\$0.33	\$7.26	
Village Hall Meter Readers (Uniform Shirts)								
100% Cotton Shirts	22	\$0.18	\$3.96	\$0.23	\$5.06	\$0.25	\$5.50	
Total Cost			\$95.78		\$185.39		\$137.21	
Floor Mats								
Pants - Cost for replacement due to loss by Village	Per Each Pants	\$22.00		\$24.00		\$18.00		
Shirts - Cost for replacement due to loss by Village	Per Each Shirt	\$18.50		\$22.00		\$15.00		
Gray 3'x5' Bi-Weekly	1		\$3.60		\$1.85		\$4.31	
Gray 4'x6' Bi-Weekly	3		\$11.70		\$11.70		\$15.93	
Gray 3'x10' Bi-Weekly	2		\$10.50		\$10.40		\$12.66	
Gray 4'x12' Bi-Weekly	2		Did not provide price. (\$8.00) *		\$18.00		\$20.26	
Gray 4'x18' Bi-Weekly	13		Did not provide price.		\$117.00		\$197.50	
Safety 3'x5' Bi-Weekly	1		\$3.30		\$1.85		\$4.88	
Total Cost			\$37.10 *		\$160.80		\$255.54	
Shop Towels								
Soiled Shop Towels - Weekly	100		0.25 (\$3.00) **		\$12.00		\$9.00	
Village cost for replacement of lost shop towels	Per Towel	\$0.80		\$0.45		\$0.41		

*Aramark originally did not provide a price by error, but provided a price later to ensure cost is correct.

**Aramark incorrectly listed shop towels as a unit price of \$0.25 instead of the total cost of \$3.00

Attachment 3



To Whom It May Concern,

Please accept this document as confirmation of acceptance of the bid between the Village of Winnetka and Aramark Uniform Services. We accept the contract without the exceptions previously stated.

Silvia Rivera, Service Manager

Name & Title of Aramark Representative

A solid black rectangular box used to redact the signature of the Aramark Representative.

Signature – Aramark Representative

Date: *10/21/20*