

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
February 5, 2019
7:00 p.m.

Emails regarding any agenda item are welcomed. Please email contactcouncil@winnetka.org, and your email will be relayed to the Council members. Emails for the Tuesday Council meeting must be received by Monday at 4 p.m. Any email may be subject to disclosure under the Freedom of Information Act.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) February 12, 2019 Study Session
 - b) February 19, 2019 Regular Meeting
 - c) March 5, 2019 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes:
 - i) January 15, 2019 Regular Meeting3
 - b) Approval of Warrant List dated January 11 – 31, 2019.....7
 - c) Resolution No. R-11-2019: Security for Construction on State Highways (Adoption)8
 - d) Resolution No. R-13-2019: Parkway Tree Trimming, Removal, and Maintenance Contract (Adoption)13
- 8) Ordinances and Resolutions
 - a) Ordinance No. M-1-2019: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption).....43
 - b) Public Hearing: Rezoning of 1311 Scott Avenue
 - i) Ordinance No. M-2-2019: 1311 Scott Avenue Annexation & Map Amendment (Introduction/Adoption).....48
 - c) Resolution No. R-12-2019: Approving an Agreement with L. Marshall Inc. for Water Plant Roof Replacement (Adoption).....57
- 9) Old Business: None.

- 10) New Business: None.
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](http://www.villageofwinnetka.org) (Government > Council Information > Agenda Packets & 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: <http://www.villageofwinnetka.org/government/village-videos/>.

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 – Megan Pierce, at 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
January 15, 2019**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Village Hall Council Chambers on Tuesday, January 15, 2019, at 7:00 p.m.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 p.m. Present: Trustees Andrew Cripe, Robert Dearborn, Penfield Lanphier, Scott Myers, John Swierk, and Anne Wedner. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Megan Pierce, Village Attorney Peter Friedman, Police Chief Marc Hornstein, Community Development Director David Schoon, Assistant Community Development Director Brian Norkus, Economic Development Coordinator Cindy Plante, Associate Planner Chris Marx, and approximately 15 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 5, 2019 Regular Meeting. All of the Council members present except Trustees Myers and Wedner said they expect to attend.
 - b) February 12, 2019 Study Session. All of the Council members present except Trustee Swierk said they expect to attend.
 - c) February 19, 2019 Regular Meeting. All of the Council members present except Trustee Dearborn said they expect to attend.
- 4) Public Comment.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Lanphier announced that Trustee Dearborn would be joining her on Saturday, January 19, for Community Conversations at Peet's Coffee.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Wedner, seconded by Trustee Myers, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i) January 8, 2019 Regular Meeting.
 - b) Approval of Warrant List January 4 – 10, 2019 in the amount of \$466,821.88.

- c) Resolution No. R-9-2019: Approving the Purchase of Fire Department Staff Vehicle (Adoption).
- d) Resolution No. R-10-2019: Approval and Release of Closed Session Minutes (Adoption).

Trustee Myers, 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 Cripe, Dearborn, Lanphier, Myers, Swierk, and Wedner. Nays: None. Absent: None.

- 8) 2018 Preservation Awards Presentation. Louise Holland, Chair of the Landmark Preservation Commission, thanked the Council for its assistance honoring the award winners. She introduced Katie Comstock and Beth Ann Papoutsis of the Landmark Preservation Commission (LPC); and she expressed appreciation for efforts to save vintage homes in Winnetka.

Ms. Holland described the winning properties and presented the 2018 awards to the following:

- Scott and Erin Dicks for their rehabilitation of 901 Hill Road, constructed in 1930.
- Jasma and Rahul Ghai for their rehabilitation of 975 Oak Street, built in 1907.

Ms. Holland announced that the LPC is working on a matrix of landmark ordinances from surrounding areas to present to the Council, along with recommendations for Winnetka. She said she hoped the efforts of the LPC may convince some homeowners to enhance and restore their homes instead of tearing them down.

The Council members thanked the homeowners for working to retain the character of Winnetka, for investing in their homes and the community, and for helping to preserve the Village's housing stock.

- 9) Ordinances and Resolutions. None.
- 10) Old Business. None.
- 11) New Business.

- a) Request for Code Amendments for Proposed Banquet Facility at 915 Green Bay Road.

Mr. Schoon reviewed this request to open a business at 915 Green Bay Road that would consist of: (i) a retail specialty food store and café; (ii) a banquet and reception venue; (iii) a commercial catering kitchen; and (iv) valet parking service for events. He explained that approval of the request will require amendments to the Zoning and Liquor Codes, along with creation of valet parking regulations. Once the Council provides direction on whether it would be in favor of approving the request, and which public body should conduct the public hearing on the Zoning Ordinance amendment, Staff can begin working on the necessary regulations.

Several Council members asked whether the use at this location would not be similar to an existing one at the Community House. Mr. Schoon explained that the Community House Special Use Permit falls under a broader land use category, since it is not in the C-2 Commercial Overlay.

There was some concern expressed that the noise during receptions and other events would disturb residents in the apartments above the Walgreens store adjacent to the Subject Property. President Rintz suggested using Sound Transmission Class (STC) ratings to require the applicant to take appropriate measures to ensure that neighbors are not disturbed by loud noise.

The applicants, Elaina and Carlos Vazquez, explained that during the week most events end by 10:00 PM. However, on weekends music could be playing until 12:00 AM, after which time a vendor comes in and cleans from 12:00 – 1:00 AM. Ms. Vazquez noted that their events are more upscale, so the noise/music will not resemble that of a nightclub.

After a thorough discussion, there was consensus to have staff move forward with zoning and liquor amendments to permit a banquet facility with a restaurant component, and to implement valet parking regulations. The Council agreed to hold the public hearing, in the interest of reducing the time it would take to approve the new business.

- b) C-2 Commercial Overlay District. Mr. Schoon reviewed the Council's previous discussions on the C-2 Commercial Overlay District (Overlay), which included direction to examine boundary areas; revise the Special Use standards; and modify the list of uses allowed by right in the Overlay.

Mr. Schoon reviewed a list of areas in the Elm Street and Hubbard Woods business districts that could potentially be removed from the Overlay. He noted that reducing the Overlay boundaries slightly could create stronger retail corridors.

The Council discussed the boundary recommendations, and agreed to remove the north side of Tower Road 50 feet east and west of Green Bay Road; and Savocchi Glass on Spruce Street. It was agreed that several of the other recommended areas would be valuable to have in the Overlay in the event their current uses change in the future; and others will benefit from nearby redevelopment of One Winnetka and the Post Office site.

Louise Holland, Chair of the Landmark Preservation Commission, noted that when businesses apply for Special Use Permits (SUP) in the Overlay, they are not always transparent about their intentions. She noted that the popup store promised by Coldwell Banker does not exist, and its office has welcomed many more realtors than was indicated in the SUP application process. She added that another SUP applicant on Chestnut Street who promised enticing windows has done nothing to make his storefront interesting to passersby.

Next, the Council reviewed the proposed revisions to the land use table for the C-2 Commercial District and Overlay.

Trustee Wedner suggested removing tanning beds, as they have gone out of fashion, and replacing them with cryotherapy salons; and she noted that the Village needs to keep abreast of new trends. Trustee Myers suggested making taxidermy a special use instead of a permitted one in the C-2 District.

After a thorough discussion, including a focus on co-working spaces, the Council agreed that the proposals in the agenda materials are generally acceptable. Co-working spaces should be changed to a special use in the Overlay instead of allowed by right; and taxidermy shops should be changed to a special use in the C-2 district. Staff was

requested to ensure the definition of co-working space makes clear the business is intended for free-lance, self-employed people, and individuals who telecommute.

The Council was also in agreement to accept the recommendations for definitions and Special Use standards contained in the agenda materials.

Mr. Schoon explained that the next steps are drafting the proposed Zoning Ordinance amendments and holding a Public Hearing on the amendments before the Council. The Trustees requested that the Village send notice to all property owners in the Overlay about the Public Hearing and proposed zoning changes.

12) Appointments:

- a) Trustee Myers, seconded by Trustee Wedner, moved to appoint Kim Handler to replace Carl Lane on the Zoning Board of Appeals for a full five-year term. By voice vote, the motion carried.

13) Closed Session. None.

14) Adjournment. Trustee Dearborn, seconded by Trustee Wedner, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:25 p.m.

Recording Secretary



Agenda Item Executive Summary

Title: Warrant List

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/05/2019

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

The Warrant List dated January 11 - 31, 2019 was emailed to each Village Council member.

Recommendation:

Consider approving the Warrant List dated January 11 - 31, 2019.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-11-2019: Security for Construction on State Highways (Adoption)

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

Agenda Date: 02/05/2019

Consent: ☒ YES ☐ NO

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

Item History:

None.

Executive Summary:

From time to time, the Village has a need to undertake or permit for repairs on or under roadways under the jurisdiction of the Illinois Department of Transportation. Permits for such work require performance security, however IDOT allows municipalities to provide said performance security in the form of a resolution, rather than a bond. The attached Resolution No. R-11-2019 represents IDOT's standard form, and would provide performance security for a two-year period.

Recommendation:

Consider adoption of Resolution No. R-11-2019, providing the State of Illinois performance security as required for Highway Permits, for calendar years 2019 and 2020.

Attachments:

- Resolution No. R-11-2019
- IDOT Correspondence

RESOLUTION NO. R-11-2019

**A RESOLUTION REGARDING PERMITS GRANTED BY THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION, OPERATION,
AND MAINTENANCE OF STREET IMPROVEMENTS ON STATE HIGHWAYS
MAINTAINED BY THE VILLAGE**

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

WHEREAS, the Village of Winnetka, hereinafter referred to as “Municipality,” located in the County of Cook, State of Illinois, desires to undertake, in the calendar years 2019 and 2020, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said Municipality, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois, hereinafter referred to as “Department;” and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Municipality or by a private person or firm under contract and supervision of the Municipality;

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: COMPLIANCE WITH IDOT PERMITS; HOLD HARMLESS. The Municipality hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to persons or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

SECTION 3: AUTHORIZATION TO EXECUTE PERMITS. All authorized officials of the Municipality are hereby instructed and authorized to sign said working permit on behalf of the Municipality.

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 5th day of February, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

Resolution for Construction on State Highway

January 8, 2019

The Honorable E. Gene Greable
Village President
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Dear Village President Greable:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

January 8, 2019
Page two

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator at (847) 705-4142.

Very truly yours,

Anthony J. Quigley, P.E.
Region One Engineer

A handwritten signature in black ink, appearing to read 'Tom Gallenbach', written in a cursive style.

By:
Thomas G. Gallenbach, P.E.
Traffic Permits Engineer



Agenda Item Executive Summary

Title: Resolution No. R-13-2019: Parkway Tree Trimming, Removal, and Maintenance Contract (Adoption)

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

Agenda Date: 02/05/19

Consent: ☒ YES ☐ NO

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

Item History:

The Village maintains approximately 11,300 trees on public parkways and Village-owned properties. The 2019 Fiscal Year budget contains \$220,000 for trimming and maintenance of these trees, in Account 100.30.26-545. This work is performed by contractual resources, under the direction of the Village Forester. On January 10, 2019, pursuant to a competitive bidding process, Village staff opened bids for parkway tree trimming, removal, and maintenance. Five bidders responded to the Village's request for bids with submissions.

Executive Summary:

The Village's bid request was structured to solicit pricing for three categories of work: 1) Tree and Stump Removal; 2) Parkway Tree Trimming and Pruning; and 3) Emergency Work (performed on a time-and-material basis). The bidding documents were structured to allow the Village to award each section of work to a separate contractor, or to combine awards in whichever way serves the best interest of the Village. The bidding documents are structured to solicit pricing on a unit cost basis, based on groupings of trees by diameter. Bids were evaluated based on estimated quantities of work to be performed. The estimated quantities were derived from the typical annual amount of work performed, using past data. Bid results for each work category are summarized below, and more fully detailed on the attached Bid Tabulation:

Tree and Stump Removal

The lowest price for Tree and Stump Removal of \$142,900 was provided by Kinnucan Tree Experts, and the second lowest price for this work – only \$25 higher – was submitted by Nels Johnson Tree Experts.

Parkway Tree Trimming and Pruning

The lowest price for Tree Trimming and Pruning of \$78,800 was submitted by Advanced Tree Care, and the second lowest price (\$86,700) was submitted by Nels Johnson Tree Experts.

Emergency Work

Nels Johnson Tree Experts provided the lowest prices per crew-hour for Emergency Work, of \$320. Advanced Tree Care submitted the second lowest price of \$350 per crew-hour. For an evaluation quantity of 160 hours, this results in estimated amounts of \$51,200 and \$56,000 for Nels Johnson and Advanced Tree Care, respectively.

Staff has evaluated several possible bid award combinations to determine which approach might be in the Village's best interests. First, based on providing the lowest hourly rates, and a history of flexibility, dependability, and responsiveness, staff recommends that the Emergency Work be awarded to Nels Johnson Tree Experts at their proposed rates.

Executive Summary (continued):

For the remaining work, the lowest total cost to the Village results from selecting the lowest bidder for each work category. This would result in the following awarding the Tree and Stump Removal work to Kinnucan Tree Experts for \$142,900 and the Parkway Tree Trimming and Pruning work to Advanced Tree Care for \$78,800, for a total of \$221,700.

An alternate approach would be to reduce the number of contractors to manage by awarding the Tree and Stump Removal and the Parkway Trimming and Pruning portions of the work to a single contractor. Nels Johnson Tree Experts provided the lowest combined bid for these two categories of work, in the combined amount of \$229,625. This is \$7,925 higher than the total cost if the two categories were separately awarded.

Based upon staff experience and checks of other references, as well as bid prices, staff recommends that the Parkway Tree and Stump Removal contract be awarded to Kinnucan Tree Experts, and the Parkway Tree Trimming contract be awarded to Advanced Tree Care. Staff also recommends that the Emergency Work be awarded to Nels Johnson Tree Experts. Each of the contractors that submitted low bids for the different work categories has successfully completed contracts for the Village in the past. Staff has also checked references for each contractor, and each firm is a qualified contractor for the work contained in the bid solicitation.

The FY 2019 Budget contains \$220,000 for parkway tree maintenance, trimming, and removal. The contract bid amounts provided total \$272,900, using the evaluation quantities. While this exceeds the Village's budget for the work, the bids will be awarded based on unit prices, or, in the case of emergency work, hourly rates. This means that contract payments are based not on a lump sum, but on the amount of work performed. Staff will carefully monitor and manage the work under these unit price contracts to assure that budget limits are not exceeded.

Recommendation:

Consider adoption of Resolution No. R-13-2019, awarding contracts for Parkway Tree and Stump Removal to Kinnucan Tree Experts, for Parkway Tree Trimming and Pruning to Advanced Tree Care Company, and for Emergency Work to Nels Johnson Tree Experts, pursuant to bid request RFB #018-027.

Attachments:

- Resolution No. R-13-2019
- Bid Tabulation

RESOLUTION NO. R-13-2019

**A RESOLUTION APPROVING CONTRACTS WITH
KINNUCAN TREE EXPERTS FOR PARKWAY STUMP REMOVAL AND TREE
TRIMMING WORK, TO ADVANCED TREE CARE, INC. FOR PARKWAY TREE
TRIMMING, AND NELS J. JOHNSON TREE EXPERTS, INC., FOR
EMERGENCY TIME AND MATERIAL TREE TRIMMING WORK**

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

WHEREAS, the Village has appropriated funds for the procurement of the following work related to trees located on Village parkways: (i) tree and stump removal; (ii) parkway tree trimming and pruning; and (iii) emergency work (collectively, "**Work**"); and

WHEREAS, the terms of the Village's request for bids permits the Village to split the award of the Work into multiple contracts for the various components of the Work; and

WHEREAS, on January 11, 2016, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received five bids for the Work and opened the bids on January 10, 2019; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that: (i) Kinnucan Tree Experts ("**Kinnucan**") is the lowest responsible bidder for the tree and stump removal work; (ii) Advanced Tree Care, Inc. ("**Advanced**") is the lowest responsible bidder for the parkway tree trimming and pruning; and (iii) Nels J. Johnson Tree Experts, Inc. ("**Johnson**"), is the lowest responsible bidder for the emergency work; and

WHEREAS, the Village Council desires to enter into: (i) a contract with Kinnucan for the performance of the tree and stump removal in an amount not to exceed \$142,900.00 ("**Kinnucan Contract**"); (ii) a contract to Advanced for the for the parkway tree trimming and pruning in an amount not to exceed \$78,800.00 ("**Advanced Contract**"); and (iii) a contract with Johnson for the performance of the emergency work at the rate of \$320.00 per hour per crew ("**Johnson Contract**") (collectively, "**Contracts**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contracts with Kinnucan, Advanced and Johnson;

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

February 5, 2019

R-13-2019

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

SECTION 2: APPROVAL OF CONTRACTS. The Village Council hereby approves the Kinnucan Contract, Advanced Contract, and Johnson Contract in substantially the form of the bid specifications attached to this Resolution as **Exhibit A**, and in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACTS. 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 Contracts after receipt by the Village Manager of two executed copies of the final Contracts from Kinnucan, Advanced, and Johnson, respectively; provided, however, that if the Village Manager does not receive two executed copies of the respective final Contracts from Kinnucan, Advanced, or Johnson within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the applicable Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 5th day of February, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT SPECIFICATIONS

**VILLAGE OF WINNETKA
CONTRACT FOR
TREE PRUNING, TREE REMOVAL AND DISPOSAL OF DEBRIS**

Contract Number: [*RFB #018-027*]

**VILLAGE OF WINNETKA
CONTRACT FOR
2019 TREE PRUNING, TREE REMOVAL AND DISPOSAL OF
DEBRIS**

Contract Number: [*RFB #018-027*]

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Contractor's Certification

Attachment A: Specifications

Attachment B: Tree Diameter Sizing Chart

**VILLAGE OF WINNETKA
CONTRACT FOR
2019 TREE PRUNING, TREE REMOVAL AND DESPOSAL OF
DEBRIS**

Contract Number: [**RFB #018-027**]

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

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Documents/Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

C. Subcontractor and Supplier Warranties. Whenever Attachment B requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by

Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

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

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys’ fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor’s rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, Documents/Drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor’s expense.
6. Upon any termination of this Contract or of Contractor’s rights under this Contract, and at Owner’s option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys’ fees and administrative expenses, incurred by Owner as

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

<u>[name of successful bidder]</u>	<u>with a copy to:</u>
<u>[address of successful bidder]</u>	_____
_____	_____

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

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

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

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

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

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

DATED: _____, 20____.

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

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

My Commission expires: _____

Notary Public

(SEAL)

Bid Tabulation

2019 Parkway Tree Maintenance Bids

Parkway Tree (Stump) Removal (price per inch)

Tree Size	Evaluation		Clean Cut	Kinnucan	Nels		Advanced
	Quantity	Trees R Us			Johnson	Tree	
0-6"	600"	\$10.00(\$4.00)	\$9.00(\$5.00)	\$5.00(\$3.00)	\$6.00(\$1.85)	\$8.00(\$2.10)	
7"-12"	2,000"	\$14.00(\$4.00)	\$10.00(\$5.00)	\$9.00(\$4.00)	\$11.00(\$1.85)	\$12.00(\$2.10)	
13"-24"	3,000"	\$21.00(\$4.00)	\$14.00(\$6.00)	\$13.00(\$4.50)	\$14.00(\$1.85)	\$15.50(\$2.10)	
25"-36"	2,500"	\$26.00(\$4.00)	\$24.00(\$6.00)	\$15.00(\$5.00)	\$20.00(\$1.85)	\$21.00(\$2.20)	
>37"	400"	\$32.00(\$4.00)	\$30.00(\$6.50)	\$18.00(\$6.00)	\$24.00(\$1.85)	\$28.00(\$2.20)	
Total		\$210,800.00	\$188,000.00	\$142,900.00	\$142,925.00	\$157,140.00	

Parkway Tree Trimming (price per tree)

Tree Size	Evaluation		Clean Cut	Kinnucan	Nels		Advanced
	Quantity	Trees R Us			Johnson	Tree	
0-6"	300	\$15.00	\$20.00	\$22.50	\$9.00	\$12.00	
7"-12"	600	\$30.00	\$40.00	\$45.00	\$35.00	\$26.00	
13"-24'	600	\$60.00	\$70.00	\$75.00	\$50.00	\$54.00	
25"-36"	300	\$90.00	\$90.00	\$140.40	\$90.00	\$69.00	
>37"	50	\$100.00	\$129.00	\$146.15	\$120.00	\$130.00	
Total		\$90,500.00	\$105,450.00	\$128,177.50	\$86,700.00	\$78,800.00	

Tree Time & Material Emergency Work (per hour)

	Evaluation		Clean Cut	Kinnucan	Nels		Advanced
	Trees R Us				Johnson	Tree	
Crewleader	\$135.00	\$90.00	\$75.00	\$70.00	\$85.00		
Climber	\$135.00	\$90.00	\$70.00	\$60.00	\$85.00		
Groundman	\$135.00	\$85.00	\$65.00	\$55.00	\$60.00		
Aerial Truck	\$75.00	\$125.00	\$135.00	\$75.00	\$75.00		
Log/Loader Truck	\$400.00	\$295.00	\$150.00	\$60.00	\$85.00		
Chipper Truck	\$50.00	\$150.00	\$100.00	\$60.00	\$45.00		
Stumper	\$75.00	\$125.00	\$105.00	\$50.00	\$45.00		
Pick-up Truck	\$50.00	\$80.00	\$85.00	\$20.00	\$40.00		
Other Equipment	\$100.00	\$100.00	\$200.00	\$0.00	\$60.00		



Agenda Item Executive Summary

Title: Ordinance No. M-1-2019: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction / Adoption)

Presenter: Marc Hornstein, Chief of Police

Agenda Date: 02/05/19

Consent: ☐ YES ☒ NO

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

Item History:

None

Executive Summary:

During the calendar year, the Village of Winnetka's Water & Electric, Police, and Public Works Departments have identified materials and equipment that have reached the end of their useful lives, are not capable of re-use, or are no longer useful to the Village.

The Water & Electric Department routinely monitors the condition of its equipment and retires equipment such as transformers, meters, switchgear, and cable as it becomes obsolete or too costly to repair, or when it becomes unsuitable for further use due to factors such as its size, short length, mechanical damage or electrical failure. Cable, switchgear and meters are disposed of through a recycling center. Transformers are disposed of using vendors that specialize in the recycling or re-manufacture of utility type transformers.

The Police Department gains possession of abandoned, lost, stolen, or illegally-posessed personal property and transfers custody of this personal property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3.

Staff is requesting the disposal of six (6) department owned firearms that are past their useful life and/or have been replaced with other firearms. Heckler and Koch MP5SFA, 9mm Submachine Guns. Serial numbers: 62-352371, 62-352372, 62-352373, 62-352373, 62-352374, 62-352375, 62-352376. These firearms will be sold and transferred to a Federal Firearms Licensee and can only be resold to another law enforcement agency, not to a member of the general public. In addition to the firearms, there are ammunition magazines and accessories that require disposal along with expired soft body armor.

Staff is requesting the disposal of an outdated/unusable breath alcohol tester: Alco-Sensor III - Serial# 1051987.

Staff is also requesting to dispose of eleven (11) vehicles that are past their useful life and/or have been replaced with other vehicles. The vehicles will be sold through an on-line auction service.

Executive Summary (continued):

These vehicles are as follows:

2000 Freightliner (VIN #1FV6JLBB7YHB42986) - 41,127 miles, PW-522
2001 Cushman (VIN #898657-3188824) - 14,286 - hours, PW-329
2003 Cushman (VIN #898628-4055197) - 17,287 - hours, PW-328
2004 Ford F-550 (VIN #1FDAF57P84ED93107) - 37,654 miles, PW-12
2005 Ford Taurus (VIN #1FAFP53205A145496) - 69,491 miles, PW-91
2005 Ford Taurus (VIN #1FAFP53205A145497) - 89,195 miles, PW-92
2008 Ford F-350 (VIN #1FTWF31R08EB85673) - 62,783 miles, PW-14
2010 Cushman (VIN #84056-0002402) - 8,767 hours, PW-330
2013 Cushman (VIN #840680-001793) - 6,397 hours, PW-127
2013 Ford Interceptor (VIN#1FAHP2M82DG109461) - 63,534 miles, PD 544
2014 Ford Utility (VIN #1FM5K8AR1EGB25269) - 85,680 miles, PD 445

Ordinance No. M-1-2019, prepared by the Village Attorney, authorizes the Village Manager, or his designee, to dispose of such items of Surplus Property deemed to be no longer necessary or useful to the Village during the 2019 calendar year in a manner to be determined by the Village Manager, in his discretion. The Ordinance also authorizes the Village President and Village Clerk to execute and attest, all documents necessary to complete the disposition of the Surplus Property.

Recommendation:

Consider waiving introduction of Ordinance No. M-1-2019 and consider adoption of the Ordinance OR consider only introduction of Ordinance No. M-1-2019.

The Ordinance would authorize the disposition of surplus personal property owned by the Village of Winnetka.

Attachments:

1) Ordinance No. M-1-2019, An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WINNETKA**

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, from time to time during each calendar year: (i) equipment and materials owned by the Village and used by the Village Water and Electric, Public Works, and Police Departments reach the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village; (ii) the Village Police Department gains possession of items of abandoned, lost, stolen, or illegally-posessed personal property and transfers custody of this personal property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, which personal property is not necessary or useful to, or for the best interests of, the Village; and (iii) vehicles owned by the Village and used by the Village Public Works and Village Police Departments reach the end of their useful lives, are not capable of re-use by the Village, and are longer necessary or useful to, or for the best interests of, the Village (collectively, items (i), (ii), and (iii) are the “**Surplus Property**”); and

WHEREAS, the Surplus Property includes, without limitation, the items and vehicles listed in **Exhibit A** attached hereto; and

WHEREAS, the Village Council desires to authorize the Village Manager to dispose of Surplus Property that is not necessary or useful to, or for the best interests of, the Village during the remaining portion of the 2019 calendar year; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to authorize the Village Manager to dispose of Surplus Property as set forth in this Ordinance;

NOW, THEREFORE, be it ordained by the Council of the Village of Winnetka as follows:

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

SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to the Village’s home rule authority, the Village Council hereby authorizes the Village Manager to deem any item of Surplus Property, as defined in this Ordinance, that the Village may possess during the remaining portion of the 2019 calendar year to be no longer necessary or useful to, or for the best interests of, the Village, if the item: (a) has reached the end of its useful life; (b) will be retired from service by the Village and cannot be re-used by the Village for any useful purpose; or (c) is not of a type that can be used by the Village for any useful purpose. The Village Council hereby authorizes the Village Manager, or his designee, to dispose of such items of Surplus Property deemed to be no longer necessary or useful to, or for the best interests of, the

Village by the Village Manager during the remaining portion of the 2019 calendar year in a manner to be determined by the Village Manager, in his discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 5th day of February, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of February, 2019.

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 _____, 2019.

Introduced: February 5, 2019

Passed and Approved: _____, 2019

EXHIBIT A**SURPLUS PROPERTY**

Department	Model	Serial or VIN No.	Miles /Hours
Public Works	2000 Freightliner	VIN #1FV6JLBB7YHB42986	41,127 miles
Public Works	2001 Cushman	VIN #898657-3188824	14,286 hours
Public Works	2003 Cushman	VIN #898628-4055197	17,287 hours
Public Works	2004 Ford F-550	VIN #1FDAF57P84ED93107	37,654 miles
Public Works	2005 Ford Taurus	VIN #1FAFP53205A145496	69,491 miles
Public Works	2005 Ford Taurus	VIN #1FAFP53205A145497	89,195 miles
Public Works	2008 Ford F-350	VIN #1FTWF31R08EB85673	62,783 miles
Public Works	2010 Cushman	VIN #84056-0002402	8,767 hours
Public Works	2013 Cushman	VIN #840680-001793	6,397 hours
Police Department	2013 Ford Interceptor	VIN#1FAHP2M82DG109461	63,534 miles
Police Department	2014 Ford Utility	VIN#1FM5K8AR1EGB25269	85,680 miles
Police Department	Heckler and Koch MP5SFA, 9mm Submachine Gun	62-352371	
Police Department	Heckler and Koch MP5SFA, 9mm Submachine Gun	62-352372	
Police Department	Heckler and Koch MP5SFA, 9mm Submachine Gun	62-352373	
Police Department	Heckler and Koch MP5SFA, 9mm Submachine Gun	62-352374	
Police Department	Heckler and Koch MP5SFA, 9mm Submachine Gun	62-352375	
Police Department	Heckler and Koch MP5SFA, 9mm Submachine Gun	62-352376	
Police Department	Alco-Sensor III	Serial# 1051987	



Agenda Item Executive Summary

Title: Ordinance No. M-2-2019: 1311 Scott Avenue Annexation and Map Amendment (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 02/05/2019

Consent: ☐ YES ☒ NO

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

Item History:

11/20/18 - Village Council reviewed draft intergovernmental agreement
12/04/18 - Village Council adopted Resolution No. R-74-2018, approving an Intergovernmental Agreement Pertaining to Certain Parcels of Land Located Partially in the Village of Glencoe and Partially in the Village of Winnetka

Executive Summary:

On February 5, 2019, the Village Council will hold a public hearing and consider Ordinance No. M-2-2019, in response to a petition submitted by James Goodfellow, Jr. and Kristen Goodfellow (the "Applicants"), as the owners of 1311 Scott Avenue (the "Subject Property"). The Applicants are requesting annexation of that portion of the Subject Property currently located in Glencoe into Winnetka.

The requested annexation also requires a map amendment to rezone that portion of the Subject Property to be annexed into Winnetka to the R-5 Single Family Residential District.

A legal notice was published in the Winnetka Current on January 17, 2019 and a mailed notice was sent to property owners within 250 feet of the Subject Property and the Library District. As of the date of the memo, staff has not received any written comment from the public regarding this petition.

Attached is a staff report containing more details regarding the request.

Recommendation:

After holding the public hearing, the Council may consider introduction of Ordinance No. M-2-2019. The Ordinance would approve the annexation for that portion of 1311 Scott Avenue currently located in the Village of Glenoe and the map amendment to rezone that same portion of 1311 Scott Avenue to the R-5 Single Family Residential District. Given the Council discussed this annexation in association with the intergovernmental agreement with Glencoe on two separate occasions, November 20 and December 4, 2018, the Council may also wish to waive introduction and adopt the ordinance.

Attachments:

Staff Report

Attachment A: Ordinance No. M-2-2019, an Ordinance Annexing and Rezoning 1311 Scott Avenue



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: VILLAGE COUNCIL
FROM: DAVID SCHOON, DIRECTOR
DATE: JANUARY 31, 2019
SUBJECT: ORDINANCE NO. M-2-2019 - ANNEXATION AND REZONING OF 1311 SCOTT AVENUE

INTRODUCTION

On February 5, 2019, the Village Council is scheduled to hold a public hearing and consider introduction of Ordinance No. M-2-2019, an ordinance approving the annexation and rezoning of that portion of 1311 Scott Avenue (the "Subject Property") currently located in the Village of Glencoe into the Village of Winnetka (Attachment A).

On December 4, 2018, the Village Council adopted Resolution No. R-74-2018, a resolution approving an Intergovernmental Agreement Pertaining to Certain Parcels of Land Located Partially in the Village of Glencoe and Partially in the Village of Winnetka (the "IGA"). The IGA outlines the terms and process regarding the disconnection of certain parcels of land along Scott Avenue that are located partially in the Village of Glencoe and annexation of those certain parcels to the Village of Winnetka. Subsequently, the Village of Glencoe approved a disconnection ordinance for the Subject Property on January 17, 2019.

CURRENT REQUEST

The Village has received a petition from James Goodfellow, Jr. and Kristen Goodfellow (the "Applicants"), as the owners of the Subject Property, to annex that portion of the Subject Property currently located in Glencoe into Winnetka (represented in Figure 1 on the following page). A portion of the Subject Property is currently in Winnetka; the other portion is in Glencoe.

As represented in Figure 2 on the following page, in addition to the Subject Property, there are 12 other properties along the north side of Scott Avenue between Grove Street and Gordon Terrace that remain partially within the Village of Glencoe and partially within the Village of Winnetka. In 2006, the two villages invited property owners to participate in disconnecting part of their lots from Glencoe and annexing these portions into Winnetka. Of the 58 single family lots along that portion of Scott Avenue, 46 of the property owners participated in the disconnections. The previous owner of the Subject Property did not participate, hence the Applicants' current request before the Council.

The requested annexation also requires a map amendment to rezone that portion of the Subject Property to be annexed into Winnetka to the R-5 Single Family Residential District. This zoning classification is consistent with the other lots in the area (represented in Figure 3 on the following page).



Figure 1 – Subject Property

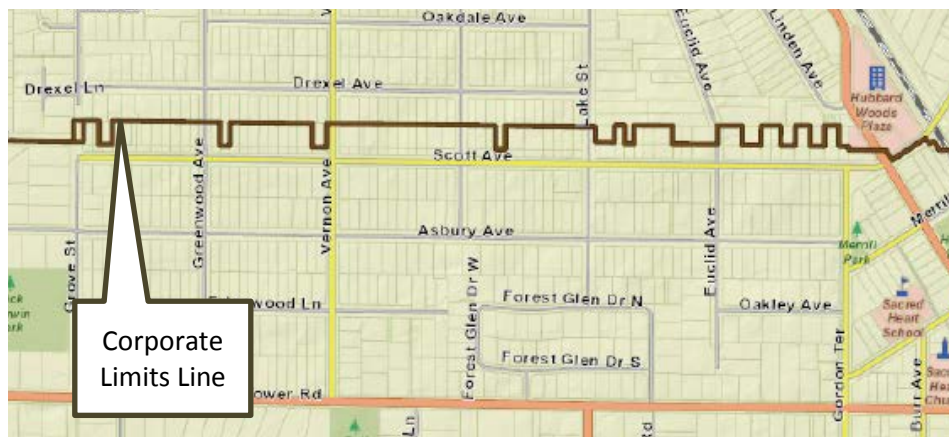


Figure 2 – Corporate Limits Line

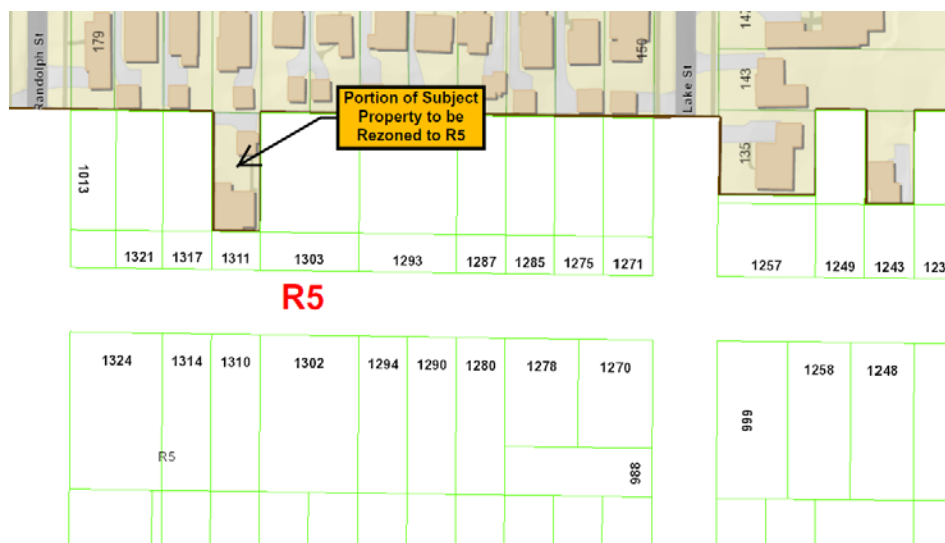


Figure 3 – Zoning Map

RECOMMENDATION

After holding the public hearing, the Village Council may consider introduction of Ordinance M-2-2019. The Ordinance would approve the annexation for that portion of 1311 Scott Avenue currently located in the Village of Glencoe into the Village of Winnetka and the map amendment to rezone that same portion of 1311 Scott Avenue to the R-5 Single Family Residential District. Given that the Council discussed this annexation in association with the intergovernmental agreement with Glencoe on two separate occasions, November 20 and December 4, 2018, the Council may also wish to waive introduction and adopt the ordinance.

ATTACHMENTS

Attachment A: Ordinance No. M-2-2019, an Ordinance Annexing and Rezoning 1311 Scott Avenue

ATTACHMENT A

ORDINANCE NO. M-2-2019

AN ORDINANCE ANNEXING THE PROPERTY AT 1311 SCOTT AVENUE TO THE VILLAGE OF WINNETKA AND ZONING THE PROPERTY IN R-5 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT

WHEREAS, James Goodfellow, Jr. and Kristen Goodfellow (collectively, “*Petitioners*”) are the legal and record title owners of a tract of land located at 1311 Scott Avenue in the Village of Glencoe, Illinois (“*Subject Property*”), and legally described on the plat of annexation attached to this Ordinance and, by this reference, incorporated into this Ordinance as **Exhibit A** (“*Plat of Annexation*”); and

WHEREAS, the Subject Property is one of twelve properties that are located along the north side of Scott Avenue that are located partially in the Village and partially in the Village of Glencoe (“*Split Lots*”); and

WHEREAS, on December 4, 2018, the Village Council adopted Resolution No. R-74-2018, approving that certain “Intergovernmental Agreement Pertaining to Certain Parcels of Land Located Partially in the Village of Glencoe and Partially in the Village of Winnetka”, whereby, upon request of the affected property owner, the Village of Glencoe (“*Glencoe*”) agreed to consent to the disconnection of the portions of the Split Lots located within the Village of Glencoe and the Village of Winnetka agreed to reimburse the Village of Glencoe for a portion of the real estate tax revenues that the Village of Glencoe would lose from such disconnection and annexation (“*IGA*”); and

WHEREAS, the Petitioners desire and propose to have the Subject Property disconnected from Glencoe and annexed to the Village in accordance with the provisions of Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24 and the IGA (“*Annexation*”); and

WHEREAS, the Petitioners filed with the Village a petition requesting the Annexation of the Subject Property signed by the Petitioners, who constitute at least 51 percent of the electors residing within the boundaries of the Subject Property; and

WHEREAS, on January 17, 2019, in accordance with the IGA, the Village of Glencoe adopted an ordinance approving the disconnection of the Subject Property and consenting to the annexation of the Subject Property; and

WHEREAS, all petitions and other documents necessary to accomplish the Annexation have been executed; and

WHEREAS, all notices required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 have been provided; and

WHEREAS, the Village is authorized to annex the Subject Property under Section 7-1-24 of the Illinois Municipal Code; and

WHEREAS, pursuant to Section 7-1-47 of the Illinois Municipal Code, 65 ILCS 5/7-1-147, properties annexed into the Village are classified within the R-1 Single Family Residential District; and

WHEREAS, the Applicants submitted an application to amend the Official Zoning Map of the Village of Winnetka ("**Zoning Map**") to classify the Subject Property within the R-5 Single Family Residential District ("**R-5 District**") of the Village ("**Proposed Zoning Classification**"); and

WHEREAS, pursuant to Section 17.72.040 of the Winnetka Village Code ("**Village Code**") and the Village's home rule power, the Village gave notice of a public hearing by the Village Council to consider the Proposed Zoning Classification by publication in the *Winnetka Current* on January 17, 2019 and by mail to owners of real property located within 250 feet of the Subject Properties, which public hearing was held by the Village Council on February 5, 2019; and

WHEREAS, the Village Council heard evidence regarding the Proposed Zoning Classification and has found and determined that the Proposed Zoning Classification of the Subject Property satisfies all of the findings required by Section 17.72.040 of the Village Code; and

WHEREAS, the Village Council of the Village of Winnetka ("**Village Council**") has found and determined that it is in the best interests of the Village to approve the Annexation and Proposed Zoning Classification as set forth in, and subject to the provisions of, this Ordinance;

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

SECTION 1. RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as findings of the Village Council.

SECTION 2. ANNEXATION. The Subject Property is hereby annexed to the Village of Winnetka.

SECTION 3. APPROVAL OF PROPOSED ZONING CLASSIFICATION. Pursuant to the Village's home rule power and Section 17.72.040 of the Village Code, the Village Council hereby: (a) approves the Proposed Zoning Classification of the Subject Property, and (b) amends the Zoning Map to classify the Subject Property within the R-5 District.

SECTION 4. RECORDATION AND REPORTING. The Village Clerk is hereby authorized and directed, promptly after the effective date of this Ordinance, to record in the Office of the Cook County Recorder of Deeds and file with the Office of the Cook County Clerk a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service of notice required by law. The Village Manager is hereby authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Subject Property of the

Annexation granted by Section 2 of this Ordinance by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect only after the occurrence of all of the following events:

- A. Passage, approval, and publication of this Ordinance in pamphlet form in the manner provided by law; and
- B. In accordance with Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, completion of the consolidated election scheduled for April 2, 2019.

PASSED this ____ day of _____, 2019, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2019.

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 _____,
2019.

Introduced: February 5, 2019

Passed and Approved: _____, 2019

EXHIBIT A

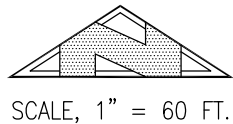
PLAT OF ANNEXATION

(SEE ATTACHED EXHIBIT A)

EXHIBIT A

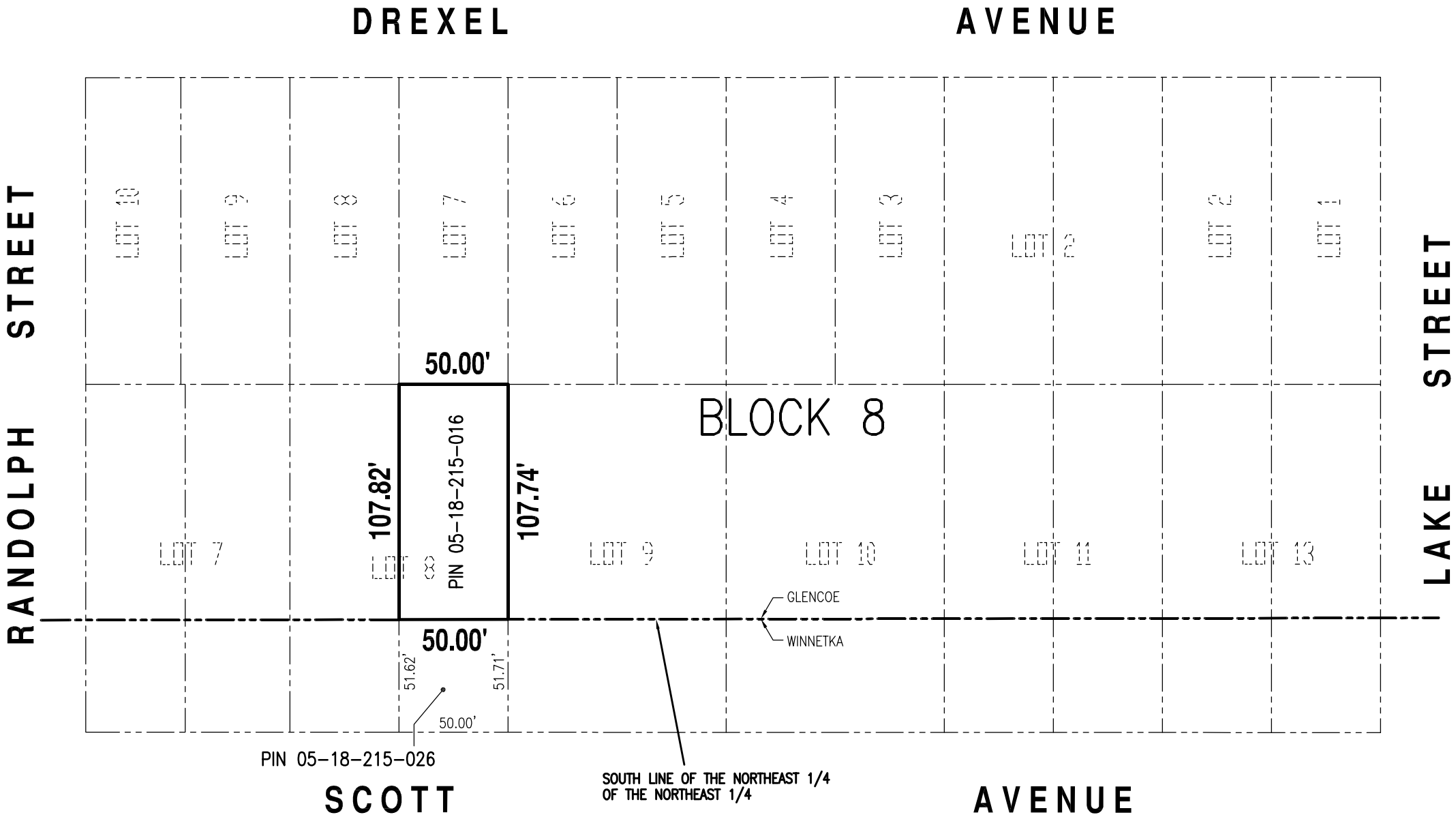
PLAT OF ANNEXATION

TO THE VILLAGE OF WINNETKA



LEGAL DESCRIPTION:
THAT PART OF LOT 8 (EXCEPT THE WEST 50 FEET THEREOF)
LYING NORTH OF THE SOUTH LINE OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, IN
BLOCK 8 IN LLOYD'S SUBDIVISION OF BLOCKS 1 TO 5 OF
TAYLOR'S SECOND ADDITION TO TAYLORSPORT, BEING A PART
OF THE NORTHWEST QUARTER OF SECTION 17 AND PART OF
THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 42
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

EXISTIN P.I.N.	05-18-215-016-0000
	05-18-215-026-0000
SEND TAX BILL TO:	
James Goodfellow	
1311 Scott Ave., Winnetka, Illinois 60093	
THIS PLAT SUBMITTED FOR RECORDING BY:	
RETURN THE COPIES TO:	



NOTE:
Distances from the North line of Scott Avenue to the quarter
quarter line are measured distances, remaining dimensions
shown are record dimensions.

B.H. SUHR & COMPANY, INC.

R. R. HANSEN
MEMBER: I.P.L.S.A.;
N.S.P.S.

SURVEYORS ESTABLISHED 1911
840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202
TEL. (847) 864-6315 / FAX (847) 864-9341
E-MAIL: SURVEYOR@BHSUHR.COM

Professional Design
Firm License No.
184-002871

LOCATION **1311 SCOTT AVENUE** EVANSTON, **MARCH 28,** 20**18**

ORDER No. **18-41-AN** ORDERED BY: **KRISTEN GOODFELLOW**

RR

EVANSTON, **MARCH 28,** 20**18**

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

We, B. H. Suhr & Co., Inc., hereby certified that we have prepared the
above described property from plats and plans for the purpose of annexation
and that the above plat correctly represents said described property.

By  Date **April 3,** 20**18**

Raymond R. Hansen
Illinois Professional Land Surveyor No. 035-002542
License Expiration Date 11/30/18



STATE OF ILLINOIS }
COUNTY OF COOK } ss.

Annexation approved by Ordinance No. _____ passed on
the _____ day of _____, A.D., 20____.

Attest: _____
Village Clerk

By: _____
President Village Board of Trustees
Winnetka, Illinois



Agenda Item Executive Summary

Title: Resolution No. R-12-2019: Approving an Agreement with L. Marshall Inc. for Water Plant Roof Replacement (Adoption)

Presenter: Giovanni Mclean, Assistant Director of Water & Electric

Agenda Date: 02/05/2019

Consent: ☒ YES ☐ NO

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

Item History:

The Water Plant building encompasses multiple water filtration basins and water treatment equipment. The roofing area associated with the project is located directly above four filtration basins and consist of a ballast and membrane construction. A section of the roof decking is deteriorated and replacement was proposed during development of the 2019 Water Fund Budget.

Executive Summary:

As part of the approved 2019 Water Fund Budget, funding in the amount of \$100,000 (account #520.60.01-615) was allocated for the Water Plant roof replacement. The bid scope includes the removal of the existing gravel ballast, roofing and flashing followed by the replacement of 744 square feet of roof decking, installation of insulation, roofing and membrane, flashing, and replacement of four roof drains. The bidders were asked to bid on the replacement of the roofing area that encompassed 1,800 square feet over the basin filter tanks. A diagram showing the roof section at the Water Plant has been provided in Exhibit 1.

On December 6, 2018 a bid notice (RFB #018-026) was advertised in the Winnetka Talk and posted to the on-line bidding service Demand Star. Bids were opened on January 16, 2019 and four (4) companies submitted bids for the replacement work. Results for the bid totals are in the Exhibit 2.

All bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond. The contractor, L. Marshall Inc., submitted the lowest total bid in the amount of \$69,000. The Village has previously utilized L. Marshall Inc for a roof replacement project in 2015 at the Electric Plant. As part of the bid evaluation, L. Marshall Inc. provided project references for staff to contact. Based on customer reviews and project experience, staff is recommending the awarding of the work to L. Marshall Inc.

Resolution No. R-12-2019, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with L. Marshall Inc. for the replacement of the Water Plant roof area in an amount not to exceed \$69,000.

Recommendation:

Consider adoption of Resolution No. R-12-2019, approving an agreement with L. Marshall Inc. for the Water Plant roof replacement in an amount not to exceed \$69,000.

Attachments:

Resolution No. R-12-2019: A Resolution Approving an Agreement with L. Marshall Inc. for Water Plant Roof Replacement

Exhibit A - Contract for L. Marshall Inc.

Exhibit 1 - Roof Area Diagram

Exhibit 2 - Bid Evaluation

RESOLUTION NO. R-12-2019

**A RESOLUTION APPROVING AN AGREEMENT WITH
L. MARSHALL INC. FOR WATER PLANT ROOF REPLACEMENT**

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 roof on the Water Plant is in need of replacement ("**Work**"), which Work includes removal of the existing gravel ballast, roofing and flashing, followed by the replacement of 744 square feet of roof decking, installation of insulation, roofing and membrane of the roofing area that encompasses 1800 square feet, flashing, and replacement of four roof drains; and

WHEREAS, on December 6, 2018, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received four bids, which were opened on January 16, 2019; and

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

WHEREAS, the Village desires to enter into an agreement with Contractor for the performance of the Work in an amount not to exceed \$69,000.00 ("**Agreement**"); and

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

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

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

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

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

February 5, 2019

R-12-2019

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

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

ADOPTED this 5th day of February, 2019, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000
General Email: tsloth@winnetka.org

Fax: (847) 446-1139

REQUEST FOR BIDS:	#018-028	BID ISSUE DATE: 12/06/2018
BID DESCRIPTION:	2019 WATER PLANT ROOF REPLACEMENT	
BID OPENING DATE:	01/03/19	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:	Tim Sloth	PHONE:	(847)716-3513
EMAIL:	tsloth@winnetka.org		

FULL NAME OF BIDDER	L Marshall Inc.
BID CONTACT PERSON	Lawrence P. Marshall
TELEPHONE NUMBER	(847)724-5400

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 #018-028

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Water Plant Roof Replacement**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Finance Director, no later than **10:00 AM** (local time), **Thursday, January 3, 2018**

INSTRUCTIONS TO BIDDERS

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact **Tim Sloth, Finance Director** via email only at tsloth@winnetka.org no later than **December 28, 2018**.

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: December 6,
2018

Village of Winnetka

By: Tim Sloth

Title: Finance Director

VILLAGE OF WINNETKA

RFB #018-028

CONTRACT FOR

Water Plant Roof Replacement

Full Name of Bidder L Marshall Inc. ("Bidder")
Principal Office Address 2100 Lehigh Avenue, Glenview IL. 60026
Local Office Address 2100 Lehigh Avenue, Glenview IL. 60026
Contact Person Lawrence P. Marshall Telephone Number (847)724-5400

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Water Plant Roof Replacement**.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully

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

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

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

2. Contract Price Proposal

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

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

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

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

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **October 31, 2019.**

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds

totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

\$5,000,000 Bodily Injury and Property Damage Combined Single Limit.

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

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

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

C. Prevailing Wage Act. **All work activities shall comply with the Prevailing Wage Act (Attachment B).**

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

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.

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

NAME	TITLE	ADDRESS
Lawrence P. Marshall	President	2100 Lehigh Avenue, Glenview IL. 60026
Lawrence P. Marshall	Secretary	2100 Lehigh Avenue, Glenview IL. 60026
Lawrence P. Marshall	Treasurer	2100 Lehigh Avenue, Glenview IL. 60026

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to the remove the existing ballast roof system and install modified bitumen roll roofing system.

The Village reserves the right to reject any and all bids. The Village also reserves the right to reduce the work scope due to budgetary constraints.

2. BACKGROUND (PROJECT DESCRIPTION AND SCOPE OF WORK)

The Water Plant is located at 735 Tower Road in Winnetka. The building encompasses water filtration basins and auxiliary equipment. Roofing area associated with the project is located directly above multiple filter tanks and consist of a ballast and membrane construction. The Village has chosen to upgrade the existing roof to a bitumen roll roofing system construction.

The scope of the work includes:

1. Removal of loose caulking material and re-caulking of all coping joints.
2. Removal and disposal of the roof surface (gravel, EPDM membrane, insulation, decking).
3. Replacement of roof decking.
4. Tucking pointing and brick replacement of coping block wall.
5. Replacement of roofing insulation.
6. Re-roofing with modified bitumen roll roofing.

3. DEMOLITION REQUIREMENTS:

1. Remove all gravel ballast from roof and leave on property (ground level).
2. Remove roof decking.
3. Remove and dispose of EPDM membrane and insulation.
4. Remove all roof and wall flashings.
5. Remove the roof drain clamping ring and flashing.
6. Disposal of all debris.
7. Dispose of tiles on roof.

4. CONSTRUCTION REQUIREMENTS:

1. Replace decking over the four (4) north basins
 - a. Estimated area 62-feet by 12-feet
 - b. Use 2"x8" decking (to replace 1"x6")
 - c. No tongue and groove
2. Tuck-point and replace deteriorated bricks of coping block wall.
 - a. Estimated area 120-feet by 1-foot
3. Sealing of joints between coping blocks
4. Install four (4) new roof drains and drain bowl assembly.
 - a. Two (2) 4-inch and two (2) 6-inch drains.
5. Install lead flashing around roof drains/scuppers, where applicable.
6. The roof is structurally sloped, tapered insulation is needed on the roof is the saddles along the drain line. The drain line is located on the west wall.
7. Install and secure new insulation (30.0 R-value).

5. BITUMEN ROLL RE-ROOFING REQUIREMENTS:

1. Shall be constructed as per CertainTeed Flintlastic SA 2-Ply system.
 - a. CertainTeed Flintlastic SA PlyBase (self-adhering).
 - b. CertainTeed Flintlastic SA Cap, White, 4mil.
2. Reinstall roof drains, clamping rings.
3. Fabricate and install new wall counter flashings using 26-gauge color clad metals.
4. Flashing joining will be sealed with appropriate sealant.
5. See detailed finishing requirement: Referenced - CertainTeed Flintlastic SA, Typical Construction details - Flintlastic SA 2-Ply system.
 - a. Figure #1 - Wall Termination with Surface Mount Flashing.
 - b. Figure #2 - Drain Detail.
 - c. Figure #3 - Vent Pipe Collar Detail.
6. **NOTE:** Contractor may use bitumen roofing system from manufacturer other than "CertainTeed" once the alternative product meets the thickness, color and warranties in the RFB. Contractor can choose to use torch bitumen roofing system that meets thickness, color and warranties specified in the RFB.

6. ADDITIONAL INFORMATION

1. The filter basins cannot be exposed to the environment at any time. It shall be the responsibility of the contractor to ensure that these basins are covered while the roof decking is replaced.



2. The Village will cover all permit fees/cost associated with this roofing project
3. It the responsibility of the awarded Contractor temporarily relocated the AC condenser during roof replacement

4. There will be no staging of equipment in the grass area, north or east of the building. You may use debris chutes to consolidate the gravel on the asphalt driveway, per below image the "location of the black vehicle". The Village will coordinate removal of the gravel once consolidated on the asphalt driveway.



5. Contact Brian Curley bcurley@winnetka.org or 847-716-3620 to coordinate onsite visit.

FIGURE #1 - WALL TERMINATION WITH SURFACE MOUNT FLASHING

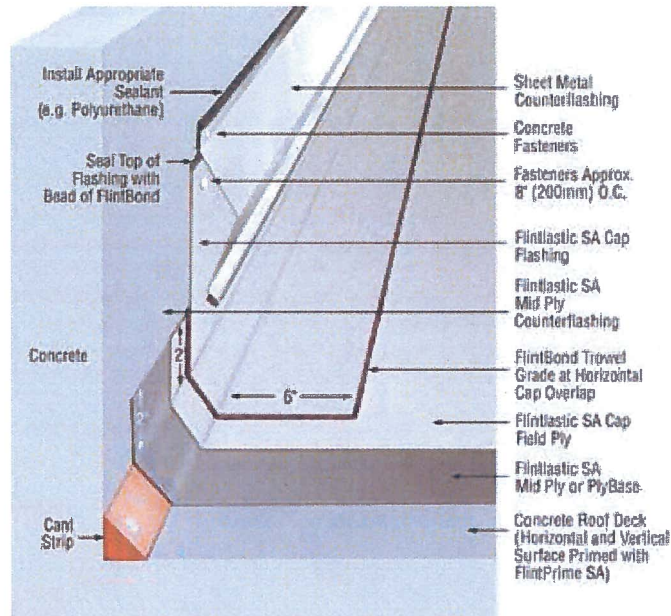
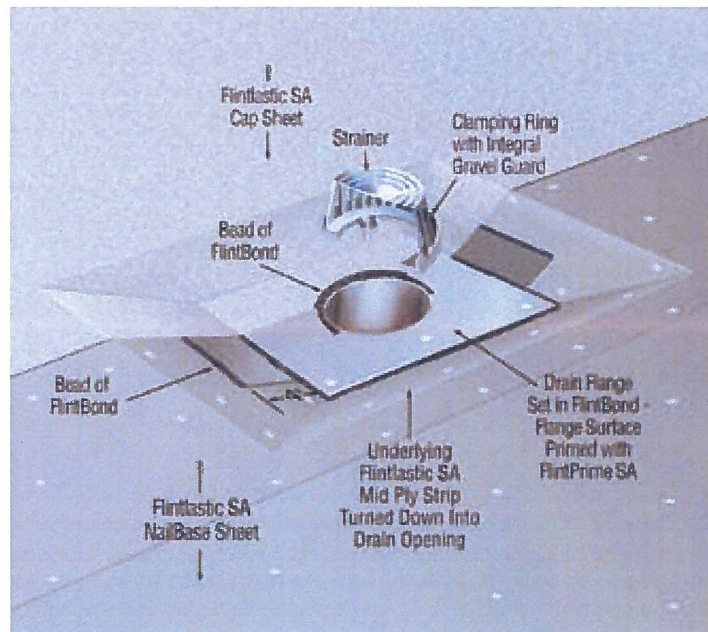


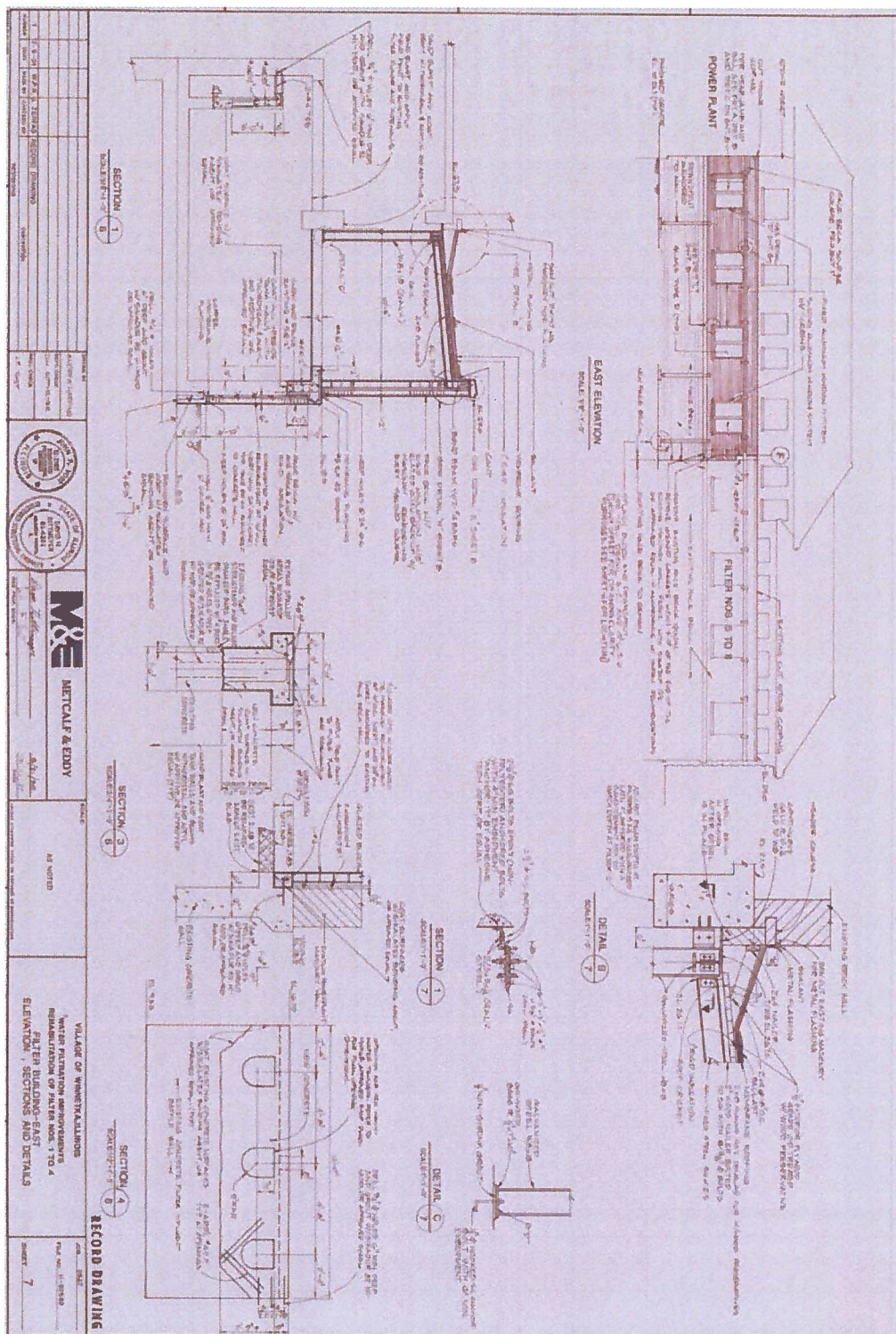
FIGURE #2 - DRAIN DETAIL

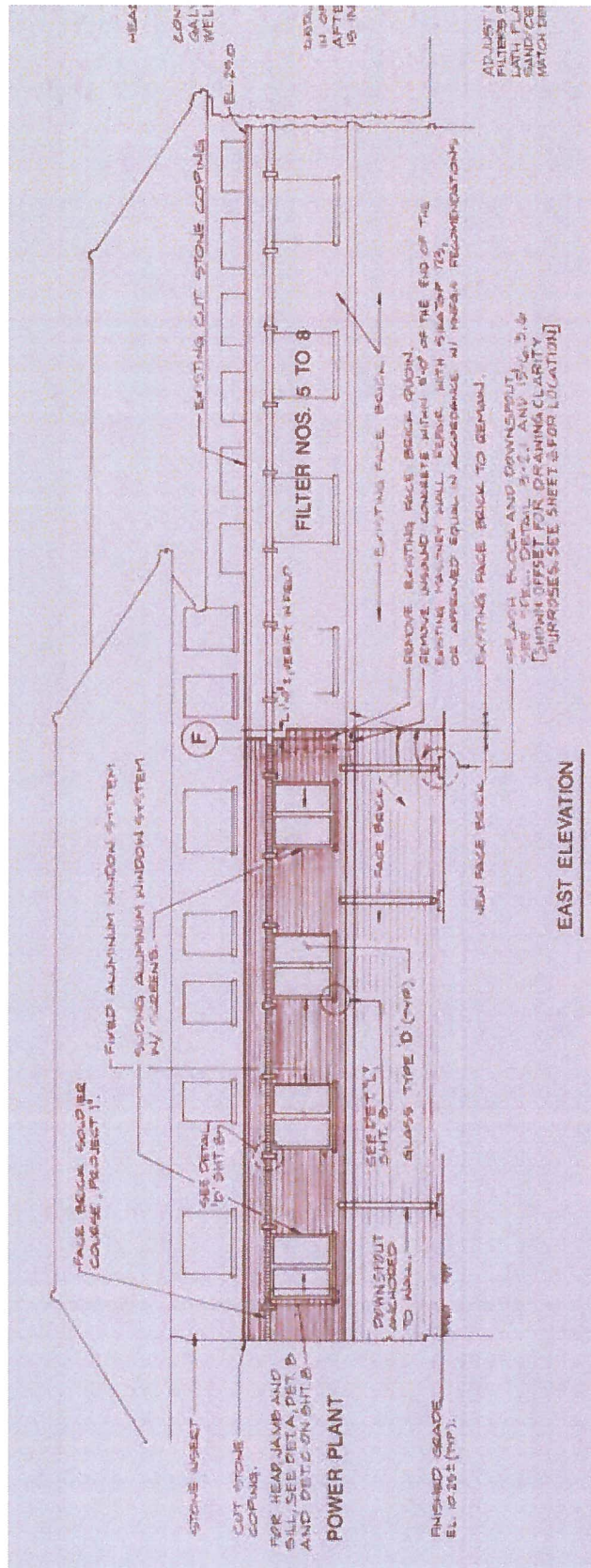


7. LOCATION

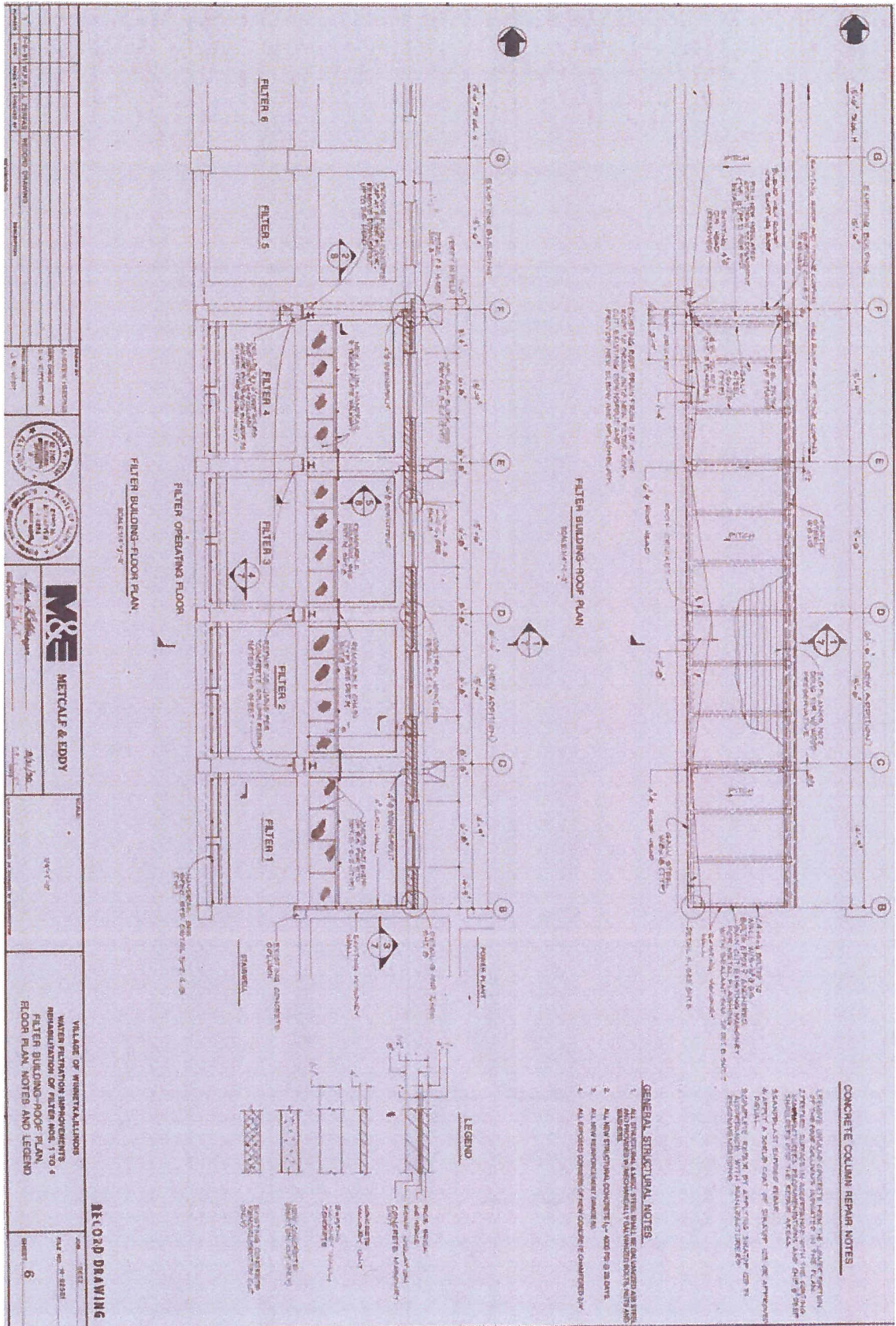


8. DRAWINGS









9. PICTURES







10. WARRANTY

Upon the Village's acceptance of the completed job, the Contractor and or manufacturer shall warrant all work performed for;

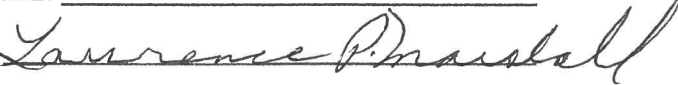
- 5 year labor guarantee.
- 20 year No Dollar Limit "NDL" warranty for the newly installed roof.

Any defects in material or workmanship appearing during this period shall be corrected with cost to the Village.

11. FEE PROPOSAL

COMPANY NAME: L Marshall Inc.

CONTACT NAME: Lawrence P. Marshall

SIGNATURE: 

PHONE: (847)724-5400

Item	Description of work	COST (\$)
1	Bitumen roll roofing system • <i>Approximately 1,800 square feet</i> • <i>Replacement of four (4) roof drains</i> • <i>Replace decking, approximately 744sq/ft</i> • <i>Tuck point and replace deteriorated bricks on east copping wall, approximately 120-sq/ft</i>	\$69,000.00

Note: Quoted costs are to be all inclusive for all equipment, forms, labor, material, tools, machinery, disposal and incidentals for the completion of the project.

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 L Marshall Inc., 2019

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

VILLAGE OF WINNETKA

Signature:



Printed name:

Lawrence P. Marshall

Title:

President

EXHIBIT 1 – ROOF AREA DIAGRAM



EXHIBIT 2 - BID EVALUATION

RFB-018-028 WATER PLANT ROOF REPLACEMENT					
Item	Description of work	DCG ROOFING SOLUTIONS	A-1 ROOFING	MASTER PROJECTS	L MARSHALL INC
1	Bitumen roll roofing system	\$ 74,812.00	\$ 95,000.00	\$ 74,000.00	\$ 69,000.00
	• <i>Approximately 1,800 square feet</i>				
	• <i>Replacement of four (4) roof drains</i>				
	• <i>Replace decking, approximately 774sq/ft</i>				
	• <i>Tuck pointing and replace deteriorated bricks on easct coping wall, approximatley 120sq/ft</i>				