



Village of Winnetka

Village Council Regular Meeting

August 16, 2022 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
- 4. Public Comments**
- 5. Reports**
 - a. Approval of September 11 Memorial Flag Planting on the Green - Cripe Family
- 6. Approval of Agenda**
- 7. Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. July 19, 2022 Regular Meeting
 - b. Approval of Warrant List dated July 11, 2022 - July 21, 2022
 - c. Resolution No. R-87-2022: Contract with Baxter and Woodman - Surveying (Adoption)
- 8. Ordinances and Resolutions**
 - a. Resolution No. R-88-2022: Wetland Mitigation Agreement - Res (Adoption)
 - b. Resolution No. R-80-2022 - Approving Lease for 93 Green Bay Road (Adoption)

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor).

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

- c. Resolution No. R-81-2022: Approving Construction Design Services Contract for 93 Green Bay Road (Adoption)
- d. Resolution No. R-82-2022: Approving an Agreement with Biagi Plumbing Corporation for the Installation of a Water Service Line at 93 Green Bay Road (Adoption)
- e. Resolution No. R-90-2022: Police HVAC Contract (Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
July 19, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, July 19, 2022, at 7:00 PM.

- 1) Call to Order. President Christopher Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: Trustee Andy Cripe. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Public Works Director Gio McLean, Assistant Public Works Director Erik Jensen, Public Works Analyst Diana Puga, Village Attorney Peter Friedman, and approximately 7 persons in the audience.
- 2) Pledge of Allegiance. Trustee Swierk led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) August 2, 2022 Study Session. All of the Council members present said they expect to attend.
 - b) August 9, 2022 Regular Meeting. All of the Council members present said they expect to attend.
 - c) August 16, 2022 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Apatoff commends the Garden Guild of Winnetka for their flower display at the Farmers Market.
 - b) Attorney. None.
 - c) Village Manager. None.
 - d) Village President. None.
- 6) Approval of the Agenda. Trustee Apatoff, seconded by Trustee Swierk, moved to approve the Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i. June 7, 2022, Regular Meeting
 - ii. June 14, 2022 Study Session

- b) Approval of Warrant List dated May 17, 2022 – May 30, 2022 in the amount of \$1,409,489.87.
- c) Approval of Warrant List dated May 31, 2022 – June 13, 2022 in the amount of \$947,819.14.
- d) Approval of Warrant List dated June 14, 2022 – June 27, 2022 in the amount of \$2,320,141.30.
- e) Approval of Outdoor Seating Application for Jimoto (Adoption)

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

8) Ordinances and Resolutions:

- a) Ordinance No. MC-2-2022: Refuse Curbside – Village Code Update (Introduction)

Public Works Analyst Diana Puga presents the refuse services that have historically been provided to residents including backdoor collection, curbside collection, and alley options. Recommendations to the Village Code are based on community surveys, the Village's experience of curbside service implementation, and established standards for refuse and recycling collection services.

Amendments to the Village Code include the addition of a definition for "recycling", resident maintenance of receptacles, storage of receptacles on non-collection days, prohibiting burning of yard waste or other rubbish, placement and hours of receptacle, special collection process, and special collection fee.

Council discusses the lifting mechanism of the refuse fleet, aesthetic concerns regarding the refuse containers, and communication of the amended Village Code to residents to implement the changes.

Trustee Swierk inquires about wear and tear and unexpected damages regarding refuse containers and any fees associated for the replacement. Public Works Director Gio McLean confirms that the Village provides the residents a warranty period for the containers.

Trustee Dalman enters at 7:17 PM

Council discusses the Village Code update and provides feedback regarding backdoor and curbside services, alley services, responsibility for replacement of refuse containers and the location of the refuse containers.

Public Comment

Tom Brown inquires about enforcement measures if residents miss their refuse pick-up. Gio McLean indicates that enforcing the Village Code regulations provides the Village to hold the residents accountable, comply with the code, and reliability.

Trustee Dalman, seconded by Trustee Mancini, moved to introduce Ordinance No. MC-2-2022. By voice call vote, the motion carried.

9) Old Business. None.

10) New Business.

a) Annual Comprehensive Financial Report

Finance Director Tim Sloth presents the Village's Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2021, indicating that the goal of the audit is to provide the Village's financial stakeholders reasonable assurance that the financial statements are accurate. The Village has been presented the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association.

The ACFR consists of four parts; Transmittal Letter, Independent Auditor's Report, Management Discussion and Analysis (MD&A), and Financial Statements. Tim Sloth reviews the major funds consisting of the general fund, enterprise funds, capital spendings, and Village pensions.

Ron Amen, the Village's auditor from Lauterbach and Amen LLP, confirms that by Illinois State statute, all units of government are required to obtain an auditor's opinion.

Council discusses the overfunding regarding the Illinois Municipal Retirement Fund pension plan, management letter and efficiencies, Information Technology fund, COVID expenses and FEMA reimbursements, and financial matters related to the ACFR.

Ron Amen confirms that the Village's Police and Fire pensions are funded at higher than the statewide average and informs Council of the IMRF rates.

Council discusses stormwater funds, grants, funds, and general reserves.

President Rintz commends Ron Amen, Tim Sloth, Finance Accounting Manager Dell Duckworth for their work regarding the audit.

12) Appointments. None.

13) Closed Session for the Purpose of Discussing Pending Litigation Pursuant to Section 2(c)(11) of the Open Meetings.

Trustee Swierk, seconded by Trustee Dearborn, moved to adjourn to Closed Session for the Purpose of Discussing Pending Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: Trustee Cripe.

The Council adjourned into Closed Session at 8:09 p.m.

14) Adjournment. The Closed Session meeting ended at 8:29 p.m.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List dated July 11, 2022 - July 21, 2022

PRESENTER: Rober M. Bahan

AGENDA DATE: August 16, 2022

CONSENT: No

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

RECOMMENDATION:

Consider approving the Warrant List dated July 11, 2022 - July 21, 2022.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-87-2022: Contract with Baxter and Woodman - Surveying (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: August 16, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The budget for professional services for the design of 2023 rehabilitation projects (520.62.41-660) is \$60,000.

EXECUTIVE SUMMARY:

The FY 2023 budget includes funding for engineering services to assist in the plans and specifications that must be developed for the 2023 Street Rehabilitation and Public Improvement Program. Village staff completes the yearly Street Rehabilitation design in-house, but to assist in this design, staff has requested that Baxter & Woodman (B&W) complete the survey work needed for the project, as well as as develop the preliminary CADD sheet for the project.

Hiring B&W for this portion of the project is more efficient than having Village staff survey the areas on their own, and the more robust survey data collection creates a more complete and better final design. By approving the surveying and CADD services now, the data will be received by November, and the design can be completed by the end of the year, allowing the project to proceed with ample time for check points with the Council prior to proceeding with construction.

B&W also assisted with surveying and CADD for the 2021 Street Rehabilitation, and were an asset to the project. They know the format and specifics of what the Village is looking to receive and will be able to deliver the product in a timely manner.

RECOMMENDATION:

Consider adopting Resolution No. R-87-2022 approving a contract for Surveying and CADD Services for the 2023 Street Rehabilitation and Public Improvement Program with Baxter & Woodman in the amount not to exceed \$48,000.

ATTACHMENTS:

1. Resolution No. R-87-2022 Approving Agreement with Baxter & Woodman for Surveying and CADD Services
2. B&W Surveying and CADD Professional Services Agreement
3. 221558.40_Proposal_2023StreetProgramSurveyCADD_REV2

**A RESOLUTION WAIVING BIDDING AND APPROVING AGREEMENTS WITH
BAXTER & WOODMAN FOR SURVEYING AND CADD SERVICES FOR
2023 STREET REHABILITATION AND PUBLIC IMPROVEMENT**

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 Village's 2022 Street Rehabilitation and Public Improvement Project ("**Work**"); and

WHEREAS, the Village requested proposals from Baxter & Woodman ("**B&W**") for the performance of surveying and CADD services ("**Services**"); and

WHEREAS, B&W submitted a proposal to the Village for the performance the Services in an amount not to exceed \$48,000 for the Work; and

WHEREAS, B&W has performed services for the Village in the past, to the Village's satisfaction and have prior experience with the Village's Street Rehabilitation and Public Improvement Project; and

WHEREAS, the Village Council desires to enter into an agreement with B&W for the Services for the Work in a total amount not to exceed \$48,000 ("**Agreement**"); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Agreements with B&W;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of Services.

SECTION 3: APPROVAL OF B&W AGREEMENT. The Village Council hereby approves the B&W Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENTS. 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 Agreements after receipt by the Village

August 16, 2022

R-87-2022

Manager of two executed copies of the final Agreements from B&W; provided, however, that if the Village Manager does not receive two executed copies of the final Agreements from B&W within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement between the Village and the applicable party will, at the option of the Village Council, be null and void.

SECTION 6: 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 16th day of August, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
B&W AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 16th day of August, 2022, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** Baxter & Woodman, Inc.

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

Telephone No.: 815-459-1260

Email:

Project Name/Description: 2023 Surveying and CADD Services

Agreement Amount: \$48,000

B. Project Description. [*Professional surveying and CADD services for 2023 Street Rehabilitation and Public Improvement Program*], as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than November 1, 2022 ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

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

D. Claim In Addition To Agreement Amount.

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

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

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

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement

(**“Additional Services”**), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

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

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

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded

sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

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

Baxter & Woodman, Inc.
8430 W Bryn Mawr Ave, Suite 400
Chicago, IL 60631
Attn: Matt Moffitt

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

CONSULTANT

By: _____

Title: _____

By: _____

Its: _____

EXHIBIT A
PROPOSAL

August 9, 2022

Mr. James Bernahl
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Subject: 2023 Street Rehabilitation – Survey and CADD Assistance – Proposal for Services

Dear Mr. Bernahl:

In accordance with your request, and as part of our ongoing Village Engineering services, Baxter & Woodman, Inc. submits this Proposal for topographic survey and CADD services for the 2023 Street Rehabilitation Project. Our Scope of Services, Schedule and Fee include:

Scope of Services

Survey Procedures (Full Topo):

1. Horizontal Control: Utilizing state plane coordinates, Baxter & Woodman will set recoverable primary control utilizing GPS and robotic total station equipment.
2. Vertical Control: Baxter & Woodman will establish vertical control (NAVD88) to the nearest Village of Winnetka vertical monuments.
3. A level circuit within the below identified survey limits will be run to establish benchmarks (minimum of two site benchmarks will be set) and assign elevations to the horizontal control points.
4. Topographic survey identifying public ROW markers and visible above ground features within the public ROW, including but not limited to: curbs, pavement, centerlines, sidewalks trees/landscaping, fences, hardscape surfaces, street lighting, power poles, fiber optic pedestals, driveways, and other above ground utilities and structures.
5. Cross Section elevation shots to be taken every 50 feet to establish 1-foot contours throughout the ROW. Elevation shots to be taken at face of walk, back of curb, edge of pavement, and centerline.
6. Survey shall define the public ROW limits, parcel lines, and existing easements along the proposed route.
7. Survey to include five feet beyond the existing public ROW and 50 feet in all directions past the curb returns at the intersections where the survey will take place.

8. Survey to include detailing of manholes, valve vaults, catch basins, and inlets with invert data.

Topographic Survey: Topographic Survey will include the following locations provided by the Village of Winnetka. In general, these limits shall be surveyed, as follows:

Full topographic survey

1. Elm Street between Maple Street and Sheridan Road
2. Spruce Street between Glendale Avenue and Locust Street
3. Locust Street between Willow Road and Sunset Road
4. Scott Avenue between Tower Road and Randolph Street

Full and/or partial topographic survey

1. Additional streets requiring resurfacing yet determined by the Village of Winnetka

Deliverables:

1. Georeferenced .dwg CAD file in IL State Plane Coordinates and the NAD88 Vertical Datum containing the information from services described above for the Project area.
2. Civil 3D file and necessary accompanying files to allow to establish 1-foot contours.

Schedule

We anticipate completing topographic survey and submitting final deliverables to the Village by October 31, 2022.

Fee

Our fee for the above outlined Scope of Services will be a Not to Exceed fee of **\$48,000**.

Task	Billing Rate	Estimated Hours	Cost
Project Management	\$130	10	\$1,300
Survey	\$100-\$130	207	\$26,700
CADD	\$135	148	\$20,000
Total			\$48,000

The attached Standard Terms and Conditions and Standard Billing Rates Sheet apply to this Proposal. If you find this proposal acceptable, **please sign and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to call Joe Molitor at 847-508-8674. We appreciate the opportunity to continue to serve the Village on this Project.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Matthew D. Washkowiak, PE
Vice President
Attachment

VILLAGE OF WINNETKA, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\\\corp.baxwood.com\\project\\Azure\\WINNE\\221558-2023
Survey_CADD\\Contracts\\Work\\221558.40_Proposal_2023StreetProgramSurveyCADD_REV2.docx

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

BAXTER & WOODMAN, INC.
2022 HOURLY BILLING RATES AND EXPENSE ITEMS
FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES	
Executive Vice President	\$240	Hourly rate for inspection services do not include any overtime.
Vice President	\$225	
Engineer VII	\$210	The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.
Engineer VI	\$205	
Engineer V	\$190	Hourly billing rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.
Engineer IV	\$175	
Engineer III	\$155	Personal-owned vehicle mileage charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.
Engineer II	\$135	
Engineer I	\$115	Company-owned/leased vehicle usage will be reimbursed at a rate of \$65/diem or \$32.50/half diem.
Engineering Intern	\$65	
Construction Manager II	\$175	Traffic counters \$50/day.
Construction Manager I	\$165	
Engineering Tech V	\$150	Miovision traffic system usage will be reimbursed at a rate of \$600/diem and \$24/hour processing.
Engineering Tech IV	\$140	
Engineering Tech III	\$125	Sub-consultant costs will be reimbursed at their invoice costs plus 5%.
Engineering Tech II	\$100	
Engineering Tech I	\$90	Drone units will be reimbursed at a rate of \$2,000/day.
Environmental Scientist V	\$170	
Environmental Scientist IV	\$145	Flow meter units will be reimbursed at a rate of \$750/month.
Environmental Scientist III	\$135	
Environmental Scientist II	\$105	Data collection equipment usage will be reimbursed at a rate of \$1,500/month or \$500/week.
Environmental Scientist I	\$85	
Professional Surveyor	\$175	
Survey Manager	\$130	
Surveyor, Project	\$105	
Survey Technician	\$75	
Spatial Technology Manager	\$170	
Spatial Technology Professional III	\$145	
Spatial Technology Professional II	\$120	
Spatial Technology Professional I	\$105	
Production Manager	\$165	
CADD Tech III	\$135	
CADD Tech II	\$125	
CADD Tech I	\$90	
Administrative Support IV	\$90	
Administrative Support III	\$90	
Administrative Support II	\$80	
Administrative Support I	\$65	
Marketing Professional I to IV	\$125	
Accounting Professional I to IV	\$105	
IT Professional I to III	\$105	



Agenda Item Executive Summary

TITLE: Resolution No. R-88-2022: Wetland Mitigation Agreement - Res (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: August 16, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

In August 2017, the Village and the Forest Preserve District of Cook County ("District") concluded a Memorandum of Understanding (MOU) outlining points of agreement that will allow the Village to obtain District permission to construct a Stormwater Management Wetland on District property near the intersection of Hibbard Road and Willow Road. This wetland will provide 74 acre-feet of total available stormwater storage and is considered the first and most important part of a long-term plan to provide stormwater relief to portions of western and southwestern Winnetka.

On August 4th, 2020, the Village Council approved Resolution No. R-51-2020 authorizing an Extension of Professional Services pursuant to a Master Professional Services Agreement between the Village and Strand dated February 28, 2017. The extension provides for engineering design services for stormwater management-related improvements associated with Phase 1 of the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically the Hibbard Road Stormwater Management Facility Design.

EXECUTIVE SUMMARY:

As part of the proposed Hibbard Preserve Stormwater Management Wetland Project the Village will need to obtain a permit from the USACE to obtain final District approval. This permit is specific to the stormwater storage and proposed impacts to existing wetlands within the project limits. The final design was developed over an extended period considering direct comments from both the USACE and District. Based on the final design, the Village is required to provide a total of 50.46 acres of wetland mitigation for the proposed impacts to the existing wetlands.

As part of the MOU with the District, both parties agreed that wetland mitigation requirements could be addressed utilizing existing District property. As part of the design process the USACE, District, and the Village have continued to work collaboratively on evaluating alternative sites best suited to meet mitigation requirements. One specific site is the Paul Douglas Reserve located in Hoffman Estates. This is an 1,800-acre parcel offering visitors exceptional birding opportunities as well as a 7.2-mile paved trail loop perfect for peaceful walks, bike rides and more. The site contains both open grasslands, restored wetlands and a heron rookery. The District has been interested in restoring more of the site to its original condition, which included natural wetlands.

Prior to discussions with the Village on possible use of the Paul Douglas Reserve site, the District had been working with an environmental restoration firm on proposed wetland restoration to this site. When the District, USACE, and the Village discussed alternative sites, the environmental restoration team, Resource Environmental Solutions, LLC. (RES), reached out to the Village with a proposal to perform a joint restoration program on the Paul Douglas Reserve site. The proposed joint restoration program would allow the Village to meet its USACE permit mitigation requirements, utilize an evaluated and approved District site, and allow the Village to remain within budget.

The proposal by RES would allow the Village to meet mitigation requirements by delegating the final design, permitting, construction, and long-term maintenance of a proposed wetland mitigation project to RES. RES would assume all responsibility and risk to coordinate between the District and USACE on the final design and mitigation construction on the Paul Douglas Reserve site, ultimately meeting the wetland mitigation requirements imposed by the USACE regarding the Village's permit for the Hibbard Preserve Stormwater Management Wetland Project.

Based on discussions with RES it is anticipated that the design, approval, and construction of the proposed wetland mitigation on the Paul Douglas Reserve site will be completed over a period of two to three years. Upon completion of the construction project RES will assume the responsibility and liability for the required maintenance of the site at no additional cost to the baseline contract. A typical maintenance period of five years is required by the USACE to ensure the proper establishment of the improvements. In addition, at the completion of the construction project, and full payment to RES, the Village's fiscal and legal obligation would be terminated with regard to the Paul Douglas site and RES.

Included with this report is the Village of Winnetka – Stormwater Project Tracking Sheet which has been updated by the Finance Department as of August 1, 2022. The financial impact of the Stormwater Wetland Mitigation Agreement is shown in the row highlighted in yellow. When the Council approved the Stormwater financing plan in November 2020 the cost of these mitigation fees were estimated at \$2,220,000. The final contract totals \$2,200,000 which is \$20,000 under the initial projection.

RECOMMENDATION:

Consider adopting Resolution No. R-88-2022, approving a contract with Resource Environmental Solutions, LLC., to design, permit, construct, and maintain wetland mitigation improvements on the Paul Douglas Site owned by the Cook County Forest Preserve District to meet wetland mitigation requirements by the U.S. Army Corps of Engineers for the proposed Hibbard Preserve Stormwater Management Wetland Project in the amount not to exceed \$2,200,000.

ATTACHMENTS:

1. Resolution No. R-88-2022: Approving an Agreement with RES Environmental for Wetland Mitigation Services
2. Agenda Report - Stormwater Wetland Mitigation Agreement

Resolution No. R-88-2022

**A RESOLUTION APPROVING AN AGREEMENT WITH
RES ENVIRONMENTAL OPERATING COMPANY FOR
WETLAND MITIGATION SERVICES**

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

WHEREAS, the Village proposes to undertake a project generally referred to as the Hibbard Road Stormwater Wetland Project (“**Project**”); and

WHEREAS, the Project is expected to result in unavoidable impacts within the Hydrologic Unit Code zone in which the impacts are located, necessitating, under federal law, the purchase or creation of Wetland Mitigation Credits (“**Credits**”) associated with approved mitigation projects; and

WHEREAS, HGS, LLC d/b/a RES Environmental Operating Company, LLC (“**RES**”), has identified certain real property, owned by the Forest Preserve District of Cook County, which may be suitable for implementation of a mitigation project in order to obtain the Credits (“**Property**”); and

WHEREAS, in order to purchase or create the Credits, RES will be responsible for evaluating the suitability of the Property for implementation of a mitigation project and, if the Property is found suitable for this purpose, has agreed to undertake the regulatory, land management, and administrative work of implementing the mitigation project on the Property (collectively, “**Services**”); and

WHEREAS, RES is uniquely qualified to provide the Services; and

WHEREAS, pursuant to the Village’s home rule authority, the Village Council desires to enter into an agreement with RES for the provision of the Services from RES in an amount not to exceed \$2,200,000.00 (“**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 RES;

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.

August 16, 2022

R-88-2022

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

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.

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 __ day of _____, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

August 16, 2022

R-88-2022

MITIGATION AGREEMENT

THIS MITIGATION AGREEMENT (this “**Agreement**”) is entered into as of August 16, 2022, by and between HGS, LLC, doing business as RES Environmental Operating Company, LLC (“**RES**”), and the Village of Winnetka (“**Permittee**” and together with RES, the “**Parties**” and each individually, a “**Party**”).

RECITALS:

WHEREAS, Permittee proposes to develop a project generally referred to as The Hibbard Road Stormwater Wetland Project located in Cook County, IL (the “**Project**”);

WHEREAS, to facilitate the mitigation of unavoidable impacts to aquatic resources associated with the Project, and as authorized by the United States Army Corps of Engineers (“**USACE**”), the Parties desire to purchase or create mitigation credits associated with approved mitigation projects that service the Hydrologic Unit Code zone (“**HUC**”) in which the impacts are located;

WHEREAS, the Project is expected to result in unavoidable impacts within the impacted HUC(s) requiring mitigation through the purchase or creation of stream and/or wetland mitigation credits (“**Credits**”);

WHEREAS, Permittee and/or its agents have, prior to the date hereof, in good faith and using the USACE Chicago District Interagency Coordination Agreement (ICA), the prevailing functional method utilized in the applicable USACE district (the “**Methodology**”), estimated that 50.5 Credits (the “**Estimated Credits**”) are expected to be required by the USACE in accordance with 40 CFR Part 230 et seq. (Guidelines for Specifications of Disposal Sites for Dredged or Fill Material) and 33 CFR Part 332 et seq. (Compensatory Mitigation for Losses of Aquatic Resources) as a condition to the approval of a permit application submitted, or to be submitted, to the USACE (the permit expected to be issued based on such permit application is referred to herein as the “**Permit**”);

WHEREAS, RES and Permittee anticipate that the Permit will be issued on or before December 1, 2022 (the “**Anticipated Permit Date**”);

WHEREAS, RES has identified certain real property (the “**Property**”) located elsewhere in Cook County, Illinois, being more particularly described in Exhibit A, which is owned by the Forest Preserve District of Cook County (“**FPDCC**”), and which may be suitable for the implementation of the Mitigation Project (defined below);

WHEREAS, Permittee intends to enter into an agreement (the “**Intergovernmental Agreement**”) with FPDCC which, among other provisions, would grant RES the right to access and evaluate the Property to determine its suitability as a site for the implementation of the Mitigation Plan (defined below);

WHEREAS, Permittee desires to engage RES to provide the regulatory support, land management, and execution and administration services set forth in Exhibit B for the Project (the “**Services**”), which Services include the development and, if the Permit is issued by the USACE, implementation of a permittee-responsible mitigation plan (the “**Mitigation Plan**”) on the Property to generate the Estimated Credits or, if agreed pursuant to Section 3, a greater or lesser number of Credits; and

WHEREAS, the USACE has agreed to approve the Permit after review and acceptance of a 30% construction design set and 30% Mitigation Plan (collectively, the “**Conceptual Mitigation Plan**”) with final Mitigation Plan approval to occur after the Permit issuance (“**Final Mitigation Plan**”).

NOW THEREFORE, for and in consideration of the premises and the payment set forth herein, and subject to the terms and conditions set forth herein, the Parties agree to the following:

AGREEMENTS:

1. Engagement of RES.

(a) Subject to (i) the terms and conditions set forth herein, and (ii) all required approvals of the USACE and any other applicable transnational, domestic or foreign federal, state or local governmental, regulatory or administrative

authority, department, court, agency or official, including any political subdivision thereof (a “**Governmental Authority**”), RES agrees to perform, or cause its affiliates, subcontractors or agents to perform, the Services in order to develop and, if the Permit is issued, implement the Mitigation Plan on the Property to generate the Estimated Credits in order to allow the Project to proceed; provided, that in lieu of providing the Services, RES, in its discretion, may obtain all or any portion of the Estimated Credits from mitigation banks or other sources.

(b) RES’ obligation to perform the Services is expressly conditioned upon Permittee securing from the FPDCC the Intergovernmental Agreement or a similar agreement (i) allowing RES to access and evaluate the Property (or portions thereof) as a potential site on which to implement the Mitigation Plan and seek approvals from applicable Governmental Authorities; (ii) whereby the FPDCC agrees to execute a conservation easement or similar instrument protecting the Property (or portions thereof) in perpetuity and granting RES the necessary rights of access to implement the Mitigation Plan on the Property or to perform any other activities contemplated or permitted by the conservation easement; and (iii) to reasonably cooperate with RES in its performance of the Services on the Property. In the event Permittee fails to secure from FPDCC such rights on or before December 1, 2022, RES and the Permittee will each have the right, upon written notice, to terminate this Agreement. Notwithstanding the foregoing, if RES secures approval of such rights from the Resource Management Department of the FPDCC on or before December 1, 2022, Permittee shall not be permitted to terminate this Agreement.

2. Required Payments.

(a) As consideration for the performance of the Services, Permittee shall pay RES an aggregate amount (as may be adjusted pursuant to Section 3 or Section 4, the “**Purchase Price**”) equal to \$2,200,000, paid, if at all, in installments only as follows and subject to the specific triggers set forth below (each a “**Milestone Payment**”):

- i. On the date hereof, \$22,000, equal to 1% of the Purchase Price;
- ii. On the date that the first draft of the Conceptual Mitigation Plan is submitted directly to the USACE for review and approval, \$22,000, equal to 1% of the Purchase Price;
- iii. On the date a revised draft of the Conceptual Mitigation Plan is submitted directly to the USACE for review and approval, \$44,000, equal to 2% of the Purchase Price;
- iv. On the earlier of (A) December 1, 2022 and (B) issuance of the Permit, \$352,000, equal to 16% of the Purchase Price;
- v. On the date that RES receives written notice (including electronic mail), that the Final Mitigation Plan has been approved by the USACE, \$440,000, equal to 20% of the Purchase Price;
- vi. On the date that RES satisfies the Financial Assurances Obligation (as defined in Exhibit B), \$330,000, equal to 15% of the Purchase Price;
- vii. On the date that RES mobilizes equipment or personnel to the Property to begin construction or pre-construction activities, \$330,000, equal to 15% of the Purchase Price;
- viii. On the date that RES informs Permittee that 50% of the work to be completed, as defined in the Final Mitigation Plan, has been completed, \$440,000, equal to 20% of the Purchase Price; and
- ix. On the date that the As-Built plans for the construction work (as defined in the Mitigation Plan) are submitted to the USACE, \$220,000, equal to 10% of the Purchase Price.

(b) Any amount due and payable hereunder shall be paid within ten (10) days of such amount becoming due and payable by wire transfer or by other method as directed by the recipient. Any amount paid hereunder shall, when paid, be deemed to be fully earned and non-refundable.

(c) The Parties’ good faith expectation of when certain project milestones will be met is set forth below. If any task is not completed by the date set forth below, and such delay is due to the fault of RES, the Anticipated Permit Date will be extended proportionally. For example, if, due to RES’ fault, the response to USACE comments is

completed in 12 business days instead of 10 business days, the Anticipated Permit Date would be extended from October 31, 2022 to November 2, 2022.

Phase	Task	Estimated Completion Date
I	Initiation of Concept Plan	Started July 22, and Currently in Progress
	Contract execution	August 17, 2022
	Finalization of concept plan- review by FPDCC	August 24, 2022
II	Submission of 30% concept plan to USACE	August 31, 2022
	Initial comments/feedback from USACE	10 Business Days
	RES response to USACE comments	10 Business Days
III	Issuance of permit	October 1 - December 1, 2022

(d) If Permittee fails to make any required payment under this Agreement:

- i. RES shall not be required to perform hereunder unless and until such default is cured and shall not be responsible for any breach, liability or damages resulting from such non-performance, and
- ii. after a ten (10) day cure period beginning upon RES's notification to Permittee of such non-payment, RES may, in addition to its remedies at law and equity, (x) retain all prior payments received, and/or (y) terminate this Agreement.

(e) If RES fails to comply with its obligations under this Agreement:

- i. Permittee shall not be required to perform hereunder unless and until such default is cured and shall not be responsible for any breach, liability or damages resulting from such non-performance, and
- ii. after a ten (10) day cure period beginning upon Permittee's notification to RES of such non-compliance, Permittee may, in addition to its remedies at law and equity, (x) withhold any additional payments and/or (y) terminate this Agreement.

3. Project Changes.

(a) Project changes or a re-evaluation of the Project's expected impacts may affect the number of Estimated Credits. Prior to the issuance of the Permit, Permittee will have the right to request a change in the number of Estimated Credits by delivering a written notice (a "**Credit Change Request**") to RES describing the type and number of Credits by which Permittee desires to increase or decrease the Estimated Credits. If a Credit Change Request reduces the Estimated Credits to zero, either Party may terminate this Agreement and Section 5(a) shall apply.

(b) Promptly after receiving a Credit Change Request, RES will use commercially reasonable efforts to deliver a written proposal (a "**Credit Change Proposal**") to modify the Mitigation Plan to generate additional Credits or reduce the number of Credits generated by the Mitigation Plan. The Credit Change Proposal will include RES' proposed increase or decrease, as applicable, in the Purchase Price given such modifications.

(c) Permittee and RES will discuss the Credit Change Proposal in good faith. If the Parties agree on the Credit Change Proposal, including any modifications to the Credit Change Proposal agreed to by the Parties, RES will implement the Credit Change Proposal. If the Parties cannot agree on a final version of the Credit Change Proposal within 30 days of its delivery to initial delivery to Permittee, either Party may terminate this Agreement and Section

5(a) shall apply. RES and Permittee each agree to do such further lawful acts as are reasonably necessary to give effect to the intent of this Section 3.

4. Changes in Regulations.

(a) If, prior to the issuance of the Permit, there is a change in any rules, guidance, regulations or the Methodology or the application thereof (a “**Change in Regulations**”), RES will use commercially reasonable efforts to deliver a written proposal (the “**Change in Regulations Proposal**”) to modify the Mitigation Plan to address the Change in Regulations. The Change in Regulations Proposal will include RES’ proposed change in the Purchase Price, if any, given such modifications, whether an increase or a decrease in the Purchase Price.

(b) Permittee and RES will discuss the Change in Regulations Proposal in good faith. If the Parties agree on the Change in Regulations Proposal, including any modifications to the Change in Regulations Proposal agreed to by the Parties, RES will implement the Change in Regulations Proposal. If the Parties cannot agree on a final version of a Change in Regulations Proposal within 30 days of its initial delivery to Permittee, either Party may terminate this Agreement and Section 5(a) shall apply.

(c) Notwithstanding anything to the contrary herein, any modification to the Mitigation Plan is conditioned upon the receipt of all required Governmental Authority approvals, and in no event will RES be liable to Permittee or any other party if RES is unable to modify the Mitigation Plan to accommodate a Credit Change Request or Change in Regulations.

5. Termination.

(a) If either Party terminates this Agreement as permitted by Section 1(b), or if either Party terminates this Agreement as permitted by Section 3 or Section 4, then (i) any Milestone Payments that have been paid, or are at the time of termination due and payable to RES, shall be retained by and/or paid to RES as compensation for Services performed, (ii) Permittee shall not owe any additional amounts to RES, (iii) RES shall not have any additional obligations to Permittee, and (iv) both Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the intent of this Section 5, including as required by any Governmental Authority. Notwithstanding the foregoing, with respect to the fourth Milestone Payment, in the event that Permittee terminates this Agreement due solely to a material breach by RES which remains uncured after the 10-day cure period, and such termination occurs after December 1, 2022, but prior to the issuance of the Permit, then the Permittee will have such rights as provided by law to seek the return of the fourth Milestone Payment.

(b) If either Party terminates this Agreement as permitted under Section 2(d) or (e) respectively, then, without limiting either Party’s obligations or liabilities to the other Party arising from such breach, the nonbreaching party shall be relieved of its responsibilities hereunder and shall have no further obligations to the other Party.

(c) Termination under this Section 5 shall not be deemed to relieve any Party of any obligations that expressly survive termination of this Agreement (e.g., confidentiality obligations under Section 7(a)).

6. Responsibilities, Representations and Covenants. Permittee and RES each, as applicable, expressly acknowledge, represent, covenant and agree that:

(a) RES is not responsible for the calculation of the number and type of Credits ultimately required by the Governmental Authorities as a condition to the approval of the Permit;

(b) The number of Credits ultimately required by the Governmental Authorities as a condition to the approval of the Permit may be greater than the Estimated Credits, and RES is not responsible for providing such Credits unless agreed pursuant to Section 3;

(c) RES is responsible for compliance with, and will comply with, applicable laws, rules and regulations related to the performance of the Services, and Permittee is responsible for compliance with, and will comply with, any other applicable laws, rules and regulations related to the Project, including the Permit;

- (d) Permittee (i) has provided RES with true, correct and complete copies and/or summaries of any correspondence or requirements from any Governmental Authority related to the Mitigation Plan and compensatory mitigation requirements associated with the Project or the Permit, and (ii) shall promptly provide to RES true, correct and complete copies or summaries of any such correspondence or requirements received or occurring after the date hereof;
- (e) Permittee shall deliver to RES a complete copy of the Intergovernmental Agreement, or similar agreement, promptly following its complete execution by Permittee and the FPDCC;
- (f) Permittee agrees to reasonably cooperate with RES in its performance of the Services and to request that the FPDCC provide access to the Property (or an agreed upon alternative site), as required to enable RES' provision of the Services;
- (g) Permittee shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the intent of the provisions hereof; and
- (h) Permittee shall take all steps necessary to prevent delaying RES' provision of the Services.

7. Miscellaneous.

- (a) *Confidentiality.* Neither this Agreement nor the terms hereof may be furnished to any third party, including Governmental Authorities, without the written consent of all Parties, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the foregoing shall not prohibit the Parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. Permittee agrees that it shall not, without the prior written consent of RES, which consent may be withheld by RES in its sole discretion, contact or communicate directly or indirectly with any landowners, third party easement holders or other parties to any conservation easement or similar documents affecting the Property from which RES has satisfied or intends to satisfy the Estimated Credits. The terms and conditions of this paragraph shall survive any termination of this Agreement. Nothing in this Section 7(a) will interfere with the Permittee's obligations to comply with the Illinois Freedom of Information Act.
- (b) *Governing Law and WAIVER OF JURY TRIAL.* This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of Illinois, including its statutes of limitations, without giving effect to any conflict of laws provisions thereof. Any Party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Cook County, IL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
- (c) *Counterparts and Authorization.* This Agreement may be signed by facsimile signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement on their behalf is duly authorized to sign this Agreement.
- (d) *Notices.* All notices, requests, consents, claims, demands, waivers, approvals and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on its signature page (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 7(d)). All Notices shall be delivered by personal delivery, nationally recognized overnight courier or email (with confirmation of transmission) or certified or registered mail. A Notice is effective only (i) upon receipt by the receiving party, and (ii) if the Party giving the Notice has complied with the requirements of this Section 7(d). The provisions of this paragraph shall survive the expiration or termination of this Agreement.
- (e) *Entire Agreement, Severability and Waiver.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. If any

portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by any Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(f) *Force Majeure.* No Party shall be liable or responsible to the other Party, or deemed to have breached this Agreement, to the extent of any failure or delay in satisfying its obligations hereunder if such failure is attributable to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, adverse determinations from the USACE or any Governmental Authority, refusal or delay by any intended grantee of a conservation easement or servitude to accept the same, or any other causes which are beyond the reasonable control of the responsible Party.

(g) *No Interest.* No provision of this Agreement shall be deemed to grant to Permittee or any other party any interest in any property of RES or any of its affiliates. If, despite the terms hereof, any tribunal or court determines that a payment made pursuant to this Agreement is a pre-payment not yet fully earned by RES, Permittee grants RES a security interest in any and all funds Permittee has delivered or deliver to RES pursuant to this Agreement, whenever delivered; this security interest secures all indebtedness and payment obligations of Permittee to RES arising under this Agreement, whether now existing or hereafter arising.

(h) *Amendment and Assignment.* This Agreement may not be changed, amended or modified except by an instrument in writing signed by all Parties. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by any Party to (x) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (y) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party's obligations under any secured credit facility.

(i) *Consequential Damages.* Notwithstanding any provision of this Agreement to the contrary, no Party to this Agreement shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. Each Party expressly agrees that the members, partners and shareholders of any defaulting or breaching Party hereunder are not jointly, solidarily or severally liable for any costs, expenses, losses or damages arising from such Party's breach or default under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

(j) *Interpretation.* Section headings are included for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein; provided that in the event of any conflict between the body of this Agreement and an Exhibit, the terms of the body of the Agreement shall control.

(k) *Independence of Parties.* Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employer/employee or agency relationship.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

NOW THEREFORE, the Parties have caused this Agreement to be executed, sealed, and delivered, all as of the date first written above.

RES:

HGS, LLC, doing business as RES Environmental Operating Company, LLC

By: _____
Name: _____
Title: _____
Date: _____

Address:
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Lilly Van Maele, Assistant General Counsel
Email: lvmaele@res.us

PERMITTEE:

The Village of Winnetka

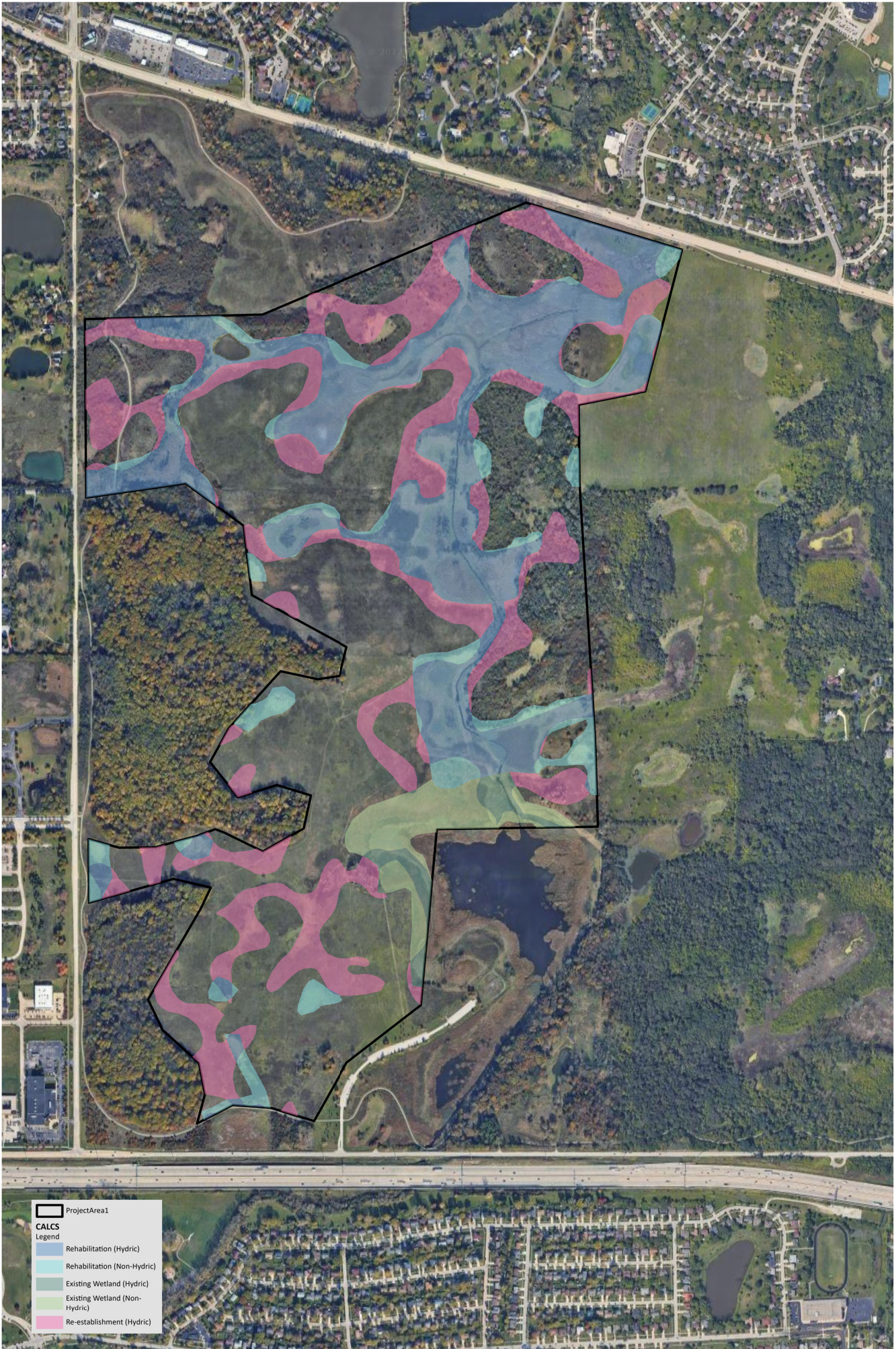
By: _____
Name: _____
Title: _____
Date: _____

Address: _____
Attn: _____

Email: _____

EXHIBIT A

DESCRIPTION OF PROPERTY



 ProjectArea1

CALCS
Legend

-  Rehabilitation (Hydric)
-  Rehabilitation (Non-Hydric)
-  Existing Wetland (Hydric)
-  Existing Wetland (Non-Hydric)
-  Re-establishment (Hydric)



EXHIBIT B

SERVICES PROVIDED BY RES

RES will develop and, if the Permit is issued by the USACE, implement a Mitigation Plan to generate the Estimated Credits (or, if agreed pursuant to Section 3 of the Agreement, a greater or lesser number of Credits), by:

- Evaluating the Property (or portions thereof) as a potential site on which to implement the Mitigation Plan, identifying which portions of the Property RES intends to use as a potential mitigation site, and seeking approvals for the implementation of the Mitigation Plan on such site(s) from applicable Governmental Authorities and the FPDCC.
- Submitting a draft Mitigation Plan to the USACE and corresponding with the USACE regarding such plan.
- Performing the requirements set forth in the Mitigation Plan, including constructing the mitigation project contemplated thereby, recording a site protection or similar instrument which protects the mitigation project property in perpetuity (such obligation, as described in the Mitigation Plan, the “**Site Protection Obligation**”), funding or otherwise satisfying the financial assurances required by the USACE (such obligation, as described in the Mitigation Plan, the “**Financial Assurances Obligation**”) and providing for the long-term stewardship (including maintenance and monitoring) of the mitigation project.
 - The Financial Assurances Obligation involves executing a construction bond at the start of construction, to be closed and released after substantial completion of construction and acceptance of the As-Built plans by the USACE.
 - Immediately following the release of the construction bond, a maintenance bond will be executed for the ongoing performance criteria of the Mitigation Plan. The maintenance bond will be drawn down annually after acceptance of the monitoring reports based on the remaining annual performance costs.

Agenda Report

Subject: Resolution R-88-2022: Stormwater Wetland Mitigation Agreement

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

Date: August 11, 2022

Project History

In August 2017, the Village and the Forest Preserve District of Cook County ("District") concluded a Memorandum of Understanding (MOU) outlining points of agreement that will allow the Village to obtain District permission to construct a Stormwater Management Wetland on District property near the intersection of Hibbard Road and Willow Road. This wetland will provide 74 acre-feet of total available stormwater storage and is considered the first and most important part of a long-term plan to provide stormwater relief to portions of western and southwestern Winnetka. The (MOU) requires the Village to complete Intergovernmental Agreements for constructing additional stormwater management facilities on open spaces owned by New Trier High School, the Winnetka Park District, and Winnetka School District 36. The Village concluded these various agreements between June 2019 and March 2020. With these agreements in place, the next step is to complete engineering design and permitting for the Hibbard Road Stormwater Management Wetland on District property.

Upon the execution of the Intergovernmental Agreements, Village staff directed Strand Associates, Inc. ("Strand") to develop an anticipated full scope of services to provide engineering design and permitting for the Hibbard Road Stormwater Management Wetland project. This stormwater wetland is to be located on a 49+/- acre parcel of District property south of Willow Road and west of Hibbard Road. When complete, it will provide approximately 74 acre-feet of stormwater storage, which is the majority of the overall total stormwater storage needed to bring relief from significant surface and structure flooding in areas of the Village west of Green Bay Road and south of Tower Road. The project consists of: 1) realigning a linear drainage channel, 2) constructing a stormwater management wetland, 3) reconfiguring the existing Winnetka Avenue pumping station, 4) constructing large inlet culvert systems across Hibbard Road at Sunset Road and across Willow Road west of Hibbard Road, 5) water quality measurement and improvements, 6) permitting and licensing from several agencies, and 7) improvements to the adjacent closed Winnetka landfill to allow disposal of excavated soil from the project. This project is critical to providing meaningful stormwater relief to western and southwestern Winnetka because all the stormwater from these areas of the Village enters the Skokie River at this location. Due to the low and flat topography of these areas, and regulatory limits on how much additional flow can be directed into the river, large amounts of storage are a critical component of providing flood relief.

On August 4th, 2020, the Village Council approved Resolution R-51-2020 authorizing an Extension of Professional Services pursuant to a Master Professional Services Agreement between the Village and Strand dated February 28, 2017. The extension provides for engineering design services for stormwater management-related improvements associated with Phase 1 of the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically the Hibbard Road Stormwater Management Facility Design. The project design is currently at an advanced level, and significant coordination with the District

and the US Army Corps of Engineers (USACE) has taken place to evaluate and modify the initial concept to meet the needs of both agencies.

Permitting Requirements

As part of the proposed Hibbard Preserve Stormwater Management Wetland Project the Village will need to obtain a permit from the USACE to obtain final District approval. This permit is specific to the stormwater storage and proposed impacts to existing wetlands within the project limits. The final design was developed over an extended period considering direct comments from both the USACE and District. Based on the final design, the Village is required to provide a total of 50.46 acres of wetland mitigation for the proposed impacts to the existing wetlands.

The Village investigated various options to meet the wetland mitigation requirements. One of these options included the purchase of certified wetland banks from existing inventories in northeastern Illinois. Due to the limited availability of sites and the high costs per acre of approved wetlands this option was not viable. The Village also worked closely with the District evaluating alternative sites near Winnetka, unfortunately none of the available sites contained enough space for a single project. In addition, none of the sites noted by the District had an advanced conceptual plan or approval as an appropriate site by the District's Land Use Committee. The steps required to develop a concept plan and see approval from the Land Use Committee would have required additional time to complete which would result in potential construction delays.

As part of the MOU with the District, both parties agreed that wetland mitigation requirements could be addressed utilizing existing District property. As part of the design process the USACE, District, and the Village have continued to work collaboratively on evaluating alternative sites best suited to meet mitigation requirements. One specific site is the Paul Douglas Reserve located in Hoffman Estates. This is an 1,800-acre parcel offering visitors exceptional birding opportunities as well as a 7.2-mile paved trail loop perfect for peaceful walks, bike rides and more. The site contains both open grasslands, restored wetlands and a heron rookery. The District has been interested in restoring more of the site to its original condition which included natural wetlands.

Contract Discussion

Prior to discussions with the Village on possible use of the Paul Douglas Reserve site, the District had been working with an environmental restoration firm on proposed wetland restoration to this site. When the District, USACE, and the Village discussed alternative sites, the environmental restoration team, Resource Environmental Solutions, LLC. (RES), reached out to the Village with a proposal to perform a joint restoration program on the Paul Douglas Reserve site. The proposed joint restoration program would allow the Village to meet its USACE permit mitigation requirements, utilize an evaluated and approved District site, and allow the Village to remain within budget. A copy of the final proposal from RES is attached as Exhibit 1.

RES is one of the nation's largest ecological restoration companies with several offices located throughout the U.S. Their primary goal is to support the rehabilitation and stewardship of nature's resources alongside responsible human progress. The proposal by RES would allow the Village to meet mitigation requirements by delegating the final design, permitting, construction, and long-term maintenance of a proposed wetland mitigation project to RES. RES would assume all responsibility and risk to coordinate between the District and USACE on the final design and mitigation construction on the Paul Douglas

Reserve site, ultimately meeting the wetland mitigation requirements imposed by the USACE regarding the Village's permit for the Hibbard Preserve Stormwater Management Wetland Project.

The agreement with RES outlines eight milestones throughout the design, approval, and construction phases. These milestones include the development and submittal of 30% conceptual plans to USACE, issuance of USCAE permit for the Hibbard Preserve project, approval of the final mitigation plan for the Paul Douglas site by USACE, RES meeting the financial assurances obligation for USACE permit, RES mobilizing to the property to begin construction, 50% completion of the mitigation work, and final completion of the mitigation project including submittal of As-Built documents to the USACE.

Based on discussions with RES it is anticipated that the design, approval, and construction of the proposed wetland mitigation on the Paul Douglas Reserve site will be completed over a period of two to three years. Upon completion of the construction project, RES will assume the responsibility and liability for the required maintenance of the site at no additional cost to the baseline contract. A typical maintenance period of five years is required by the USACE to ensure the proper establishment of the improvements. In addition, at the completion of the construction project, and full payment to RES, the Village's fiscal and legal obligation would be terminated with regard to the Paul Douglas site and RES. Per the agreement, when the Village on the earlier of December 1, 2022 or the date on which the Village receives a permit from the USACE for the Hibbard Road Stormwater Management Wetland project, RES will be entitled to receive a total of 20% (\$440,000) of the total project costs under the RES agreement (\$2,200,000). It is anticipated that the USACE will issue the permit in October 2022.

Considering the experience of RES and its ability to complete similar joint projects, RES's previous discussions with the District and the District's prior approval of conceptual wetland projects on the Paul Douglas Reserve site, the agreement by the USACE to issue the Village a permit for the Hibbard Preserve project based on a joint agreement between the Village and RES, and RES's contractual obligation to keep the Village's wetland mitigation obligation within the approved budget, staff recommends approving the agreement with RES.

Financial Implications

Included with this report, see Exhibit 2, is the Village of Winnetka – Stormwater Project Tracking Sheet which has been updated by the Finance Department as of August 1, 2022. The financial impact of the Stormwater Wetland Mitigation Agreement is shown in the row highlighted in yellow. When the Council approved the Stormwater plan in November 2020 the cost of these mitigation fees were estimated at \$2,220,000. The final contract totals \$2,200,000 which is \$20,000 under the initial projection.

Recommendation

Consider adopting Resolution R-88-2022 approving a contract with Resource Environmental Solutions, LLC. to design, permit, construct, and maintain wetland mitigation improvements on the Paul Douglas Site owned by the Cook County Forest Preserve District to meet wetland mitigation requirements by the U.S. Army Corps of Engineers for the proposed Hibbard Preserve Stormwater Management Wetland Project in the amount not to exceed \$2,200,000.

EXHIBIT 1
RES PROPOSAL



Village of Winnetka

Permittee-Responsible Mitigation for the Hibbard Road Stormwater Management Wetland Project

Cook County, Illinois

August 10, 2022

Tim Moritz
Regional Manager, Client Solutions
tmoritz@res.us | 412.337.0833



August 10, 2022

Mr. James Bernahl
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

RE: Winnetka Wetland Mitigation

Dear James,

RES Environmental Operating Company, LLC ("RES")¹ is pleased to provide the Village of Winnetka ("Winnetka") with this proposal for wetland mitigation through a comprehensive, fixed fee, performance-based contract at the Paul Douglas Forest Preserve in Cook County, Illinois ("Paul Douglas"). RES has been working with the Forest Preserve District of Cook County ("FPDCC") for several years on conceptual mitigation design for Paul Douglas and has a strong baseline understanding of the hydrology of the site and the US Army Corps of Engineers' (USACE) expectations for mitigation on that property. In addition, RES has extensive experience in both establishing wetlands and providing mitigation solutions to a wide range of project types. These projects have included small private or public wetland restorations as well as large-scale wetland mitigation banking projects.

RES is uniquely qualified to complete complex wetland mitigation because of our diverse background in ecological restoration and management. Further, unique to RES, we will take on performance of the vegetation and hydrology to ensure fulfillment of permit obligations within the designated establishment period for a fixed fee. We can commit to this guarantee using our in-house team of experts and vertically integrated approach to wetland mitigation design, construction, maintenance, and monitoring, supported by robust financial assurances in the form of performance bonds. RES' in-house capabilities in ecological design and construction of wetland and stream mitigation, and in-house nursery and horticulturalists form a dynamic team to address all aspects of the project to make each wetland project a success. We plan to optimize our internal resources to provide a streamlined set of services to maximize efficiencies while simultaneously guaranteeing establishment by assuming any potential risk through the posting of our own performance bond for the project.

In addition to our technical expertise and experience delivering wetland mitigation performance, our commercial contracting structure ensures a transaction that is as close to buying bank credits as possible- Winnetka will be essentially writing a check and making the wetland mitigation RES' liability.

Accordingly, RES has prepared this proposal to provide permitting, management, construction, and monitoring to the Village of Winnetka with the overall goal of meeting their compensatory wetland mitigation needs. A description of the services RES will provide is found in the attached scope of work (SOW).

Project Understanding

The Village of Winnetka needs compensatory wetland mitigation to meet requirements for its Hibbard Road Stormwater Management Wetland project. This project will result in a change in function of an existing wetland to address flooding and stormwater management of the local community. As such, Winnetka is seeking to develop an off-site permittee-responsible mitigation (PRM) site at Paul Douglas. RES has developed a conceptual mitigation plan for Paul Douglas that will meet the USACE requirements and will be custom tailored for Winnetka's specific permit requirements. The proposed mitigation site will be maintained and monitored by RES until final performance standards are met, after which it will be protected in perpetuity by the FPDCC under a deed restriction.

RES will perform and assume liability for all aspects of project implementation, planning, permitting, construction, establishment, maintenance and monitoring, and securing long-term stewardship. The primary results of this process are (1) ease of operation with a set of financial obligations for your project and (2) successful, high-quality compensatory wetland

¹ For the purposes of qualitative proposal evaluation, RES and its subsidiaries (including our contracting entity, HGS, LLC dba RES Environmental Operating Company, LLC) should be viewed as a single entity ("RES"). We are one company with a singular vision and a proven track record of implementing the creative solutions sought by the Village of Winnetka.



mitigation. RES will complete the compensatory wetland mitigation on behalf of the Village of Winnetka for a firm fixed price, to be established prior to contract execution.

Winnetka has been engaged with FPDCC regarding the need for offsite mitigation. Winnetka expects to enter into an Intergovernmental Agreement (IGA) with FPDCC, which will include the authority to utilize the Paul Douglas property for the wetland mitigation project, to be implemented by RES under this proposed SOW. RES' approach and price is contingent on Winnetka providing access rights to Paul Douglas for the project. After establishing the IGA, RES anticipates assuming all other obligations associated with implementing the mitigation project as specified in the SOW below.

Proposed Scope of Work

As a nationwide mitigation solution provider, RES has successfully supported hundreds of permit approvals to provide comprehensive solutions that provide flexibility to our clients and deliver regulatory certainty with the various agencies involved.

Performance-Based Mitigation Delivery

RES utilizes the latest tools and methodologies to solve complex and unique environmental problems and provides consulting, engineering, and construction services required to complete wetland mitigation projects. These attributes allow RES to be responsible for all aspects of PRM development as a fixed-cost project that will be customized for Winnetka. RES' proposed approach utilizes a vertically integrated team who have successfully closed out over 100 mitigation sites since our company's inception.

RES will be responsible for each stage of PRM development, including:

- Concept development
- Delineation Report and concurrence
- Mitigation plan (PRM plan) formulation
- Permitting, including regulatory agency coordination and approval (USACE Chicago District and IRT Members)
- Cultural resource survey, ALTA survey, easement survey, topographical survey, as-built survey
- Wetland restoration construction and establishment maintenance
- A minimum of five years of annual monitoring and reporting to agencies
- Long-term stewardship establishment

Mitigation Approach

Paul Douglas Preserve includes hundreds of acres of fallow pasture fields adjacent to existing degraded wetland habitat, these areas contain hydric soils and other evidence of hydrological conditions suitable for mitigation. RES has identified this part of the property as most suitable for conversion into high-quality wetland to meet Winnetka's compensatory mitigation needs of 50.5 credits. Conversion will involve minor grading and other site preparation techniques. From there, RES will seed the prepared area and install plugs to begin the wetland conversion. RES will continue to maintain and manage the area for invasive plant species and perform any additional work to ensure the site meets mitigation performance criteria as dictated by the USACE. Monitoring will be conducted throughout the length of the project to provide qualitative and quantitative data to inform management and maintenance activities.

Ecological Design and Engineering

The RES ecology team has extensive experience with designing and constructing native communities in Illinois and will bring that insight to the design of the seed mixes and species palate. RES' in house native plant and seed nursery can value engineer seed mixes to enhance the diversity of the plant community while managing costs. Incorporating a wide species list in seed mixes will allow for flexibility in material sourcing to adapt to any supply chain issues.

RES will also incorporate a plan for invasive species control in the relevant areas and account for the presence of those invasive species in our seed mixes, site preparation, and restoration sequencing to ensure that those species are managed efficiently from the beginning of construction.

Construction and Ecological Restoration

RES' construction, planting, and maintenance crew members are in-house personnel, which ensures quality and consistency from one project to another, and results in achieving success criteria on schedule. RES operators are fully trained in the use



of heavy construction equipment, including excavators, bulldozers, tracked and off-road trucks, tractors, skid steers, and an array of other machinery. They understand the regulatory limitations of working around and in natural resources such as streams and wetlands. All RES staff, especially the construction crews adhere to a strict safety policy that includes daily safety talks, job hazard analyses, and pre-employment and random drug testing.

RES ecologists and field staff are experts in native plant identification and invasive species control. Internal crews will carry out the woody and herbaceous invasive species control through mechanical and chemical means, directing the control to the target species while minimizing off-target impacts. This will provide value through the successful and prompt establishment of vegetation and hydrology.

Maintenance and Monitoring

Proper management of an establishing native ecosystem is paramount to the success of the site and adherence to annual performance standards. Most native seedlings are putting all their resources into roots during the first 2-3 years of growth. Control of weedy, non-native, and invasive species is most critical during this time. Following completion of project implementation, RES will begin the maintenance and annual reporting phase. All standard restoration practices such as mowing, prescribed burning, and follow up invasive species control required to achieve the successful completion parameters of the contract are included in this phase.

Maintenance is a critical project success criterion and therefore requires constant interaction with the site. RES crews understand the importance of implementing a successful feedback loop between the field staff and project managers to proactively act and respond to site conditions, as necessary. All RES crews will be educated on the required performance metrics associated with the project such as ensuring regular maintenance visits are performed to address invasive species and reporting back timely to project managers to address any issues during the same growing season. A management schedule will be provided as construction activities are concluding.

Schedule

Project Schedule

Phase	Task	Estimated Schedule
I	Initiation of Concept Plan	Started July 2022 and Currently in Progress
	Contract execution	August 17, 2022
	Finalization of Concept Plan- review by FPDCC	August 24, 2022
II	Submission of 30% concept design to USACE	August 31, 2022
	Initial Comments/Feedback from USACE	10 Business Days
	RES response to USACE comments	10 Business Days
III	Issuance of permit	October 1- December 1, 2022

The scheduled completion dates assume the contract will be executed no later than August 17, 2022. It also assumes that USACE will complete their review in 10 business days and that limited revisions will be sufficient to address agency comments. Adherence to scheduled completion dates and the timely issuance of the permit is contingent upon meeting the contract execution deadline.

Pricing & Payment Terms

RES' proposal is inclusive of material and labor associated with the scope items described above. RES understands that time is of the essence for this project and will move this forward as expeditiously as possible while still ensuring project success. RES proposed to deliver this project for an estimated **lump sum, fixed-fee price of \$2,200,000.**

RES Guarantee

RES will stand behind our fixed fee price on design, construction, restoration, and maintenance and that fixed fee will be tied to milestone payments and success criteria. Choosing RES for the comprehensive scope guarantees delivery at the fixed fee price negotiated between the parties. The risk RES is shouldering for you is just that- if something is encountered during construction or management that pushes costs higher than budgeted, RES is still contractually obligated to deliver at the agreed to price with the Village of Winnetka, no matter the cost to RES.



Payment Milestones

While RES customizes contract terms to fit each project and client's specific needs, a typical contract arrangement involves fixed-cost payments based on a schedule of milestones or deliverables. RES proposes these payment milestones for this project as a starting place.

Proposed Payment Milestones

Phase	Milestone	Percent of Contract Due
I	Contract Execution	1%
II	Submission of first draft of mitigation plans (30% plans) to USACE	1%
III	RES response to comments from USACE and resubmission of advanced mitigation plan	2%
IV	On the earlier of the anticipated permit date and issuance of the permit from the USACE	16%
V	Approval of the final mitigation plan approval date and acceptance of final mitigation plan by FPDCC and USACE	20%
VI	Satisfaction of financial assurances obligation (posting of the bond to USACE for construction commencement)	15%
VII	Construction commencement/mobilization	15%
VIII	50% construction completion	20%
IV	Upon submittal of the as-built surveys post-construction to USACE	10%

Next Steps

Upon verbal acceptance of this proposal's scope and pricing, RES can provide a draft contract for the Village of Winnetka's review or begin review of your form contract. We are happy to facilitate a conference call to answer any questions or discuss additional information. Please do not hesitate to reach out if you have any questions or require any additional information. Regards,

Tim Moritz

Regional Manager, Client Solutions
tmoritz@res.us | 412.337.0833



Appendix A: Qualifications
Firm Overview
Key Project Personnel
Past Projects



Firm Overview



RES is a national operating company focused on restoring a resilient earth for a modern world, project by project.

As the nation's largest ecological restoration company, RES supports the public and private sector with solutions for environmental mitigation, stormwater and water quality, and climate and flooding resilience. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. RES designs, builds, and sustains sites that preserve the environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency.



RES works closely and creatively with municipalities, developers, operators, landowners, and regulatory agencies to balance the needs of the client, community, and the resource. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities.

We have helped clients successfully permit more than 3,900 projects, creating rich, high-functioning ecosystems as part of each permit. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportations, and other public-sector organizations. RES now employs over 1,003 dedicated staff in 39 operational hubs across the country, including regional offices in Chicago, Huntley, Lockport and Hoffman Estates.

RES delivers customized solutions tailored to our clients' needs. RES' internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, Rosgen IV certified stream designers, professional wetland scientists, engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members as well as supporting project controls, government affairs, public relations, financial, legal and analytical staff.

RES' experience includes:

- Restoration, enhancement, and preservation of 75,037 acres of wetlands
- Restoration of over 525 miles of streams
- Rehabilitation, preservation, and/or management of over 20,200 acres of special-status species habitat
- Currently, conduct monitoring and maintenance (including invasive species management) for over 50,225 acres of mitigation habitat
- Successful close-out of over 117 mitigation sites
- Permitting and development of over 210 permittee-responsible mitigation projects
- Design, permitting, management, and development of 197 wetland, stream, species, and conservation banks
- Delivery of 20,000 acres of custom, turnkey mitigation solutions
- Design and construction of over 350 stormwater management facilities
- Reductions of over 280 tons of water quality nutrients
- Planting of over 22,900,000 trees across all operating regions
- Development and operation of nurseries in six states including the largest coastal nursery in Louisiana
- Facilitation of compensatory mitigation and nutrient offsets for over 3,980 federal and state permits

We draw on our dedicated, in-house resources and deep experience across all phases of ecological restoration projects in defining our project approach, which seeks to balance performance and cost in the manner that is most beneficial to our clients.



Key Project Personnel

Name and Title	Relevant Experience	Project Role and Responsibilities
 Erin Delawalla Regional Manager, Client Solutions	Erin has ten years of project and account management experience in the permitting and protection of natural resources, including wetlands and streams, threatened and endangered species, and sensitive habitats. Erin has developed VMPs for solar projects in Illinois, Indiana, and Michigan, including active planning for a 12,000-acre Indiana solar project. Erin also provides contract oversight for the Maple Flats Solar project, which includes installation.	Primary client point of contact Attends and/or leads stakeholder and client meetings on RES' behalf Provides contract oversight and consistency per Winnetka's expectations Secondary point of contact for project coordination
 Ra'am Akiba-Hajim Project Manager	Ra'am has a breadth of environmental experience ranging from biological field survey work to permitting and restoration design. He has thorough knowledge of many aspects of environmental consulting including permit compliance, wetland and stream ecology, monitoring and reporting, stormwater, and mitigation banking.	Coordinate & Manage Project Budget, Scope & Schedule Ensure Project compliance with USACE permit requirements Oversee project design, construction, monitoring/maintenance
 Josh LaPointe Operations Manager	Josh directs field operations in Illinois, Indiana and Wisconsin. He has a vast knowledge of the labor and equipment needs that are required to accomplish project goals on time and within budget constraints along with the scientific principles underlying all restoration activities. His extensive knowledge of all aspects of the restoration process includes site preparation, seeding, planting and invasive species control.	Oversee growth of trees and shrubs at RES' nursery or procurement of materials for restoration. Plan and implement maintenance activities for mitigation project. Oversee field crews, manage budget and equipment, and ensure all permit requirements are met on project.
 Steve Zimmerman Restoration Ecologist and Project Manager	Steve Zimmerman is a Principal Ecologist and Project Manager. Since 2001, he has worked professionally in ecological restoration and management. His specialties include stream ecology, prairie, woodland, and wetland restoration, streambank and lake shoreline restoration, watershed management planning, green infrastructure planning, vegetation surveys/monitoring, fisheries management, water quality monitoring, and wetland evaluations. In addition, many aspects of these projects include acquiring and administering permits, preparation of construction documents, erosion control design, and natural resources surveying. Steve has also given dozens of ecological related presentations to clients and the general public.	Support and lead management activities related to permitting Provide technical expertise for restoration, monitoring, and adaptive management activities Communicating and coordinating with government agencies
 Caitlin Burke Ecologist	Caitlin is an ecologist with both undergraduate and graduate degrees in Environmental Science and 8 years of experience in the Midwest. She has professional experience with wetland mitigation and restoration, vegetation monitoring, and habitat restoration/management, including characterization of existing ecological communities to target priority restoration areas. Her past projects include wetland and stream delineations, streambank restoration, habitat assessments, stormwater management, green infrastructure, and erosion control inspections. She has extensive experience with local, state, and federal agencies including MWRD, IDNR, IEPA, USACE and USFWS.	Ecological support on seed mixes, soil amendment selection, timing of installation Interfaces with RES' construction team to ensure field work aligns with ecological strategy



Past Projects

Jelkes Creek Wetland Mitigation Bank and Restoration

Land and Water Resources, Inc. | Sleepy Hollow, Illinois



AT A GLANCE

Client Contact

John Ryan, President
jryan@lawrinc.com | 847.692.7170

Project Size

100+ Acres

Contract Period

2002 - 2008

Project Highlights

Installed upland mesic prairie to provide an ecological buffer from the adjacent Sleepy Hollow Road.

Maintained and monitoring activities included annual ecological and hydrological monitoring, prescribed burns, cattail management, herbicide treatment to non-native weeds.

Park offers nearly 250 acres of restored habitat.

Land and Water Resources hired RES for design, building, and maintenance services for the area surrounding Jelkes Creek, a tributary of the Fox River, which is located southwest of the village of Sleepy Hollow in Kane County, Illinois.

Our team created a wetland mitigation bank with a bank service area for the upper Fox River Watershed while also restoring wet prairie and sedge meadow along the Jelkes Creek Corridor. Existing emergent wetlands along Jelkes Creek were also enhanced as part of the restoration efforts.

Our contractors installed upland mesic prairie to provide an ecological buffer for the site from the adjacent Sleepy Hollow Road. In total, we restored and planted over 100 acres of wetlands and upland prairie buffer for the project.

In keeping with our commitment to sustainable land-use management, RES crews maintained and monitored the Jelkes Creek site after the restoration and installation projects were complete. This included annual ecological and hydrological monitoring, ensuring regulatory compliance.

Additionally, our Field Services executed prescribed burns and performed cattail management and herbicide treatment to non-native weeds, such as reed canary grass and thistles.

Jelkes Creek is now an active natural area park. We have also played a significant role in a recent restoration project for Dundee Township, which involved reclamation of a former quarry site that connects to Jelkes Creek. Today, the park offers nearly 250 acres of restored habitat.





Lake County Wetland Mitigation Bank Projects

Land and Water Resources, Inc. | Lake County, Illinois

AT A GLANCE

Client Contact

John Ryan, President
jryan@lawrinc.com | 847.692.7170

Contract Period

1994 - Ongoing

Project Highlights

A total of 223 wetland credits.



RES has designed, constructed, maintained, and monitored four wetland mitigation banks in Lake County since the mid-90s. Through this work, we have become extremely familiar with Lake County ecosystems and water resources, and we are well aware of the impacts of roads and traffic on wildlife and habitats. Though impacts of the new roadway will be minimized, the extension of Highways 53 and 120 will undoubtedly have some negative impacts that can be offset by mitigation projects similar to the wetland banks we have created.

METRA STATELINE WETLAND BANKS

RES built its first wetland bank in Lake County for Metra Commuter Railroad beginning in 1994, as the first agency-owned, single-use bank in the state of Illinois. This 80-acre property in Antioch produced 62 wetland credits and was later expanded to include another 60 acres with 43 credits. The successful restoration of wetland, sedge meadow, shallow marsh, prairie and savanna communities allowed for the development of new railway infrastructure. The project required studies by us of federally endangered and state threatened and endangered plant and animal species, determination of wetland and stream crossings, and floodplain/floodway impacts. We also conducted extensive negotiations with local, state, and federal agencies and prepared unprecedented permit application materials. In addition, we conducted several years of monitoring and managing hydrology and vegetation to meet U.S. Army Corps of Engineers permit requirements.

BUTTERFIELD ROAD WETLAND BANK

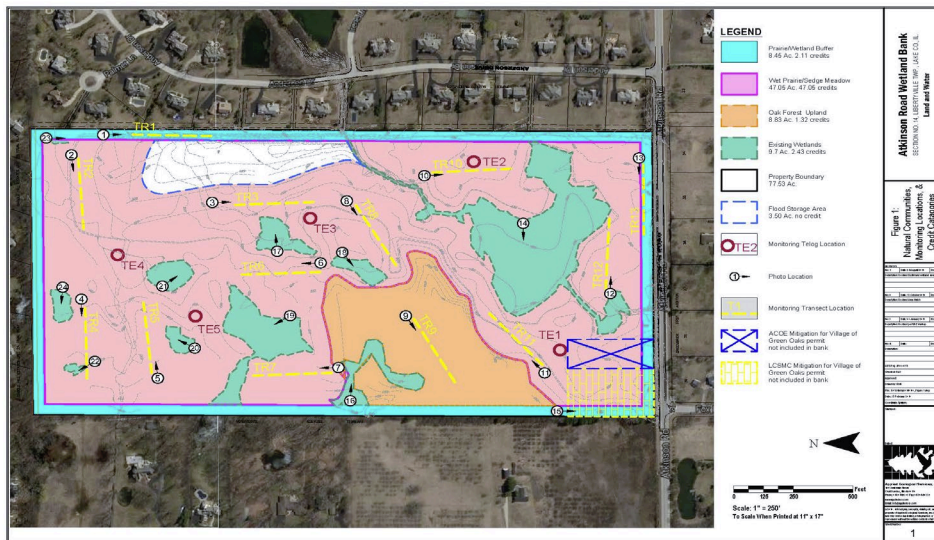
In 1997, Libertyville Township purchased the Butterfield Road property to preserve open space in the rapidly developing area. RES designed plans for the property that met regulatory requirements enabling the site to become a wetland mitigation bank with credit sales to developers and others impacting wetlands in the watershed. A total of 56 acre-credits were approved on this 80-acre property, which now offers public access and an extensive trail system.





Atkinson Road Wetland Mitigation Bank

Land and Water Resources | Libertyville, IL



AT A GLANCE

Client Contact

John Ryan, President
jryan@lawrinc.com | 847.692.7170

Project Size

80 Acres

Contract Period

2012 - 2018

Project Highlights

Provide mitigation credits for use by public and private entities.
Improve ecology of the site by providing valuable habitat and water quality benefits.

In July 2011, the U.S. Army Corp of Engineers (Chicago District) issued a permit to construct the 80-acre Atkinson Road Wetland Mitigation Bank that generated 52.91 acres of wetland mitigation credit. The bank will service the portion of the Upper Mississippi Watershed (HUC 071200) that exists within the Chicago District of the Corps.

RES partnered with Land & Water Resources to design, permit, and construct the wetland bank. The wetland mitigation bank includes regulatory, restoration, and public benefits objectives. The regulatory objective is to provide the availability of mitigation credits for use by public and private entities for wetland impacts within the service area. The restoration objective is to restore and create important wetland habitat. The public benefit objective is to improve the ecology of the site by providing valuable habitat and water quality benefits and to ultimately make the site accessible for public use.

Following design and permitting work, RES began construction work on the mitigation bank in fall 2012 with removal of invasive woody species, site grading, disabling of known drain tiles, and native plant seeding. We installed telogs for hydrological monitoring in early spring 2013 and restored approximately 47 acres of the site to wet prairie/sedge meadow. Also, we seeded another 8.5 acres of buffer to prairie/wetland communities and ~10 acres of existing wetland and 8.8 acres of oak forest. Following construction, RES began annual monitoring of both vegetation communities and site hydrology which continued through 2018.





Bois d'Arc Lake Mitigation Project

Fannin County, Northeast Texas | North Texas Municipal Water District



AT A GLANCE

Client Contact

Jennifer Stanley, Lake Operations
Manager, 469.626.4761

Contract Value

\$132 Million

Project Size

17,000 acres

Contract Period

Construction completed by February 2022,
Monitor for 20 years post-construction

Project Highlights

17,000-acre aquatic and terrestrial
mitigation

Nation's largest permittee-responsible
mitigation (PRM), offsetting impacts of a
large municipal reservoir in North Texas
Over 5 million trees planted

Approximately 1.17 million tons of carbon
sequestered in 10 years

The North Texas Municipal Water District is developing a 17,000-acre reservoir to provide new water services to 13 cities; the first surface water reservoir to be permitted in Texas in almost 30 years. RES is restoring 15,000 acres of habitats, including 70 miles of streams, to offset the environmental impacts of building this new lake.

RES is delivering complete stewardship of the Lower Bois d'Arc Creek Reservoir (LBCR) mitigation sites, from design and implementation through monitoring and maintenance over the next 20+ years. The project addresses:

369,000+ LF (70 miles) of stream restoration/enhancement

1,026 acres of forested wetland enhancement

3,875 acres of forested wetland restoration

1,560 acres of emergent wetland enhancement

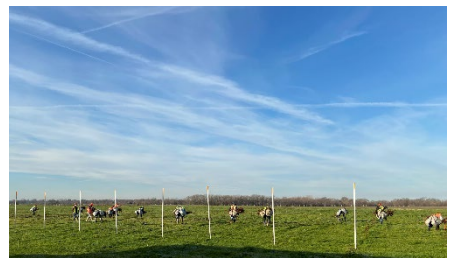
1,200 acres of emergent wetland restoration

150 acres of shrub wetland restoration

1,146 acres of upland forest restoration

3,677 acres of native grassland restoration

Planting over 5 million trees



Tree Planting



Habitat Analysis

RES' presence on the project is 24/7, with a full-time staff living on the property. Site performance success is measured by the restoration of aquatic and terrestrial species. RES bonded the entire project and all mitigation and transferred liability from the North Texas Municipal Water District to RES.



Robinson Fork Mitigation Bank – Phase I

Multiple Clients | Washington County, PA



Drone photo of Beham Run at the start of the site's first full growing season.

In 2017, RES completed the Robinson Fork Mitigation Bank – Phase I (RFMB-I) construction of the largest floodplain restoration project in the northeastern United States to date, encompassing over 30% of the Robinson Fork Watershed. The project included several new and innovative approaches for stream enhancement and headwater system restoration, which allowed for the re-establishment of high quality, inter-connected stream floodplain complexes on gradients steeper than have previously been accomplished. The mitigation bank was sited and scaled to provide stream and wetland credits for a large regional energy project, which had several phases of design and permitting over a five year period. RES successfully obtained credit releases to ensure the energy project's permit applications stayed on schedule, while also providing additional credits which to date have been used for over 20 additional transportation, economic development, and critical infrastructure projects throughout western Pennsylvania.

Watershed scale restoration efforts within RFMB-I utilized a floodplain restoration approach, creating a dynamic self-regulating stream and wetland complex. The approach restored and/or improved hydrologic connectivity (stream and floodplain interaction), geomorphic stability, habitat, and water quality. The re-establishment of the hyporheic zone has restored local groundwater aquifers, which improves water storage capacity, baseflow, and floodplain connection. These hydrologic improvements drive the re-establishment of historic wetland conditions and diverse native vegetation. Log and rock structures were utilized to ensure long-term geomorphic stability and improve habitat diversity. The re-establishment of floodplain connectivity integrated with structural improvements allows energy to dissipate across the entire system, which drives retention of bed sediment, carbon, and woody debris, while also reducing erosive forces. This provides unique habitat and food sources for both aquatic and terrestrial organisms, macroinvertebrate, amphibian, and fish populations have improved significantly. Since the Project's conception, monitoring results have demonstrated outstanding performance across all functions of the system.

AT A GLANCE

Client Contact

Available upon specific request.

Contract Value

RFMB will generate over \$80M in total stream/wetlands credits throughout its project timeline

Project Size

533.29 total acres

Contract Period

Construction period: 2015-2017

Project Highlights

Restoration/conservation of over 125,000 feet of stream channel

Restoration & enhancement of over 50 acres of wetlands, 68,350 trees planted

Credit yield: 94,773 stream credits, 37.35 wetland credits



Post-construction



Vegetation growth year 4 post-construction



Vegetation and stream-flow



Hull Springs Farm Mitigation & Nutrient Banks

Westmoreland County, VA | The Longwood University Foundation



In October 2011, The Longwood University Foundation (The Foundation) received approval from the Interagency Review Team to create the Hull Springs Farm Mitigation Bank on a 214-acre farm owned by Longwood University in Westmoreland County, VA. The goal for the project was to generate revenue for the University through credit sales while conserving open space and offering educational opportunities for students and professors.

In 2013, The Foundation selected RES to complete data analysis; final stream and wetland design; construction; as-built reporting; performance monitoring, maintenance, and management of the bank.

The stream component consists of 1,454 LF of stream restoration, 6,012 LF of stream enhancement/ preservation, and 16.1 AC of riparian buffer plantings. The wetland component of the project consists of 22.3 AC of wetland restoration, 44.8 AC of wetland enhancement, 85.2 AC of wetland preservation, and 22.8 AC of upland buffer plantings.

In addition, RES has established a nutrient bank on the property for the sale of TMDL nutrient offset credits. This project, which was implemented in 2017, consists of 57.7 AC of agricultural field that has been planted to achieve a forested condition. This project has generated additional revenue for the University in addition to expanding the extent of conserved land on the property.

Approximately 72,000 native trees and shrubs have been planted in the mitigation and nutrient bank areas. These areas, which were predominantly farmland, are now thriving ecosystems that contribute valuable functional uplift to the Potomac River Watershed while providing learning opportunities and revenue for Longwood University.

AT A GLANCE

Client Contact

Sherry Swinson | 434.414.6426
Email: swinsonsd@longwood.edu

Contract Value

\$2 Million

Contract Period

2014 – 2028; Monitoring is ongoing

Project Highlights

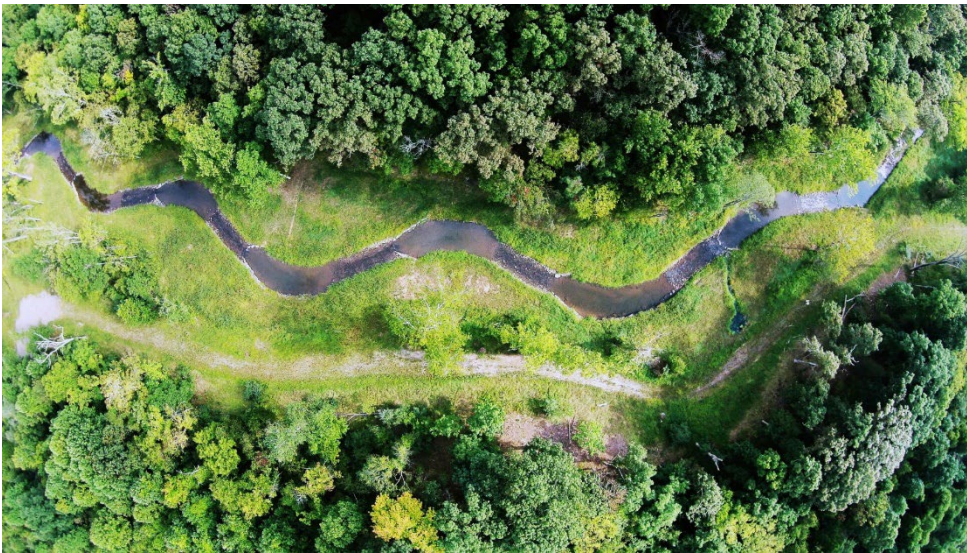
1,454 LF stream restoration
22.3-acre wetland restoration
Educational outreach
72,000 trees and shrubs





The Prince William Environmental Bank – P3 Contract for Stream Restoration

Prince William County, VA | Prince William County Department of Parks and Recreation



AT A GLANCE

Client Contact

Ben Eib | 703.792.6689
beib@pwcgov.org,
County Project Manager and Contracting
Point of Contact

Contract Value

\$2,700,000 (Est.) for Locust Shade &
James Long Projects
\$1,450,000 Design & Construction of
James Long Park Stream Restoration

Contract Period

Start of Contract: 2007
Initial Construction of James Long
Completed October 2013;
Ecological Monitoring and Construction
Maintenance Ongoing Until 2023
No delays in Actual Completion as
compared to Scheduled Completion

Project Highlights

Only P3 of its kind in Virginia
Extensive Public Outreach
Two Design-Build Stream Restorations
Completed
12,534 LF restored to date
28,430 LF preserved to date

In 2007, RES partnered with Prince William County Department of Parks and Recreation (PWC) to identify stream restoration and enhancement opportunities within 10 potential bank sites over 2,000 acres and 147,000 LF of parkland. RES established a **public-private partnership (P3) with PWC to enable stream restoration across the County at no cost to the County** by combining the benefits of stream restoration and preservation within the County Park system with the need for stream mitigation credits in the watershed. The Prince William Environmental Bank (PWEB) is the only P3 agreement of its kind in Virginia. All design, permitting, planning, and construction was implemented by RES.

INITIAL STREAM CONDITION ASSESSMENTS AND DESIGN FEASIBILITY STUDIES

RES performed a comprehensive feasibility and needs assessment of streams within 10 PWC parks. Opportunities were identified to address stream degradation and improve water quality through the implementation of various natural stream design (NSD) techniques and stormwater BMPs, including bio-retention basins, infiltration trenches, riparian buffers, invasive plant controls, bank stabilization with natural materials, bankfull bench creation, root wads, and in-stream structures, such as log/rock vanes and step pools. For each of the 10 PWC Parks containing potential stream restoration sites, RES performed:

WOUS Wetland Delineations and USACE Confirmation
Perennial Flow Determinations
Geomorphic and Resource Protection Area (RPA) Assessments
Threatened and Endangered (T&E) Species Surveys (where required)

STATUS OF P3 IMPLEMENTATION

RES developed a Mitigation Banking Instrument (MBI) for PWEB, an umbrella bank, as well as Bank Development Plans (BDP) for sites included in Phase I of the project. RES received MBI approval from the Interagency Review Team (IRT) and has completed construction of two of the identified projects. RES is currently developing a third project under this P3 agreement with PWC. Over 28,000 LF have been preserved within PWC parks.

Locust Shade Park, Triangle, VA: Initial construction phase completed in May 2012, restored 5,160 LF of stream channel with an overall preservation of 13,580 LF. Active maintenance and monitoring are ongoing.

James S. Long Park, Haymarket, VA: Initial construction phase completed in October 2013, restored 7,374 LF of stream channel with an overall preservation of 14,850 LF. Active maintenance and monitoring are ongoing.

Forest Greens: preserved 8,081 LF.

JAMES LONG PARK STREAM RESTORATION

The most recent project completed under this program is a 7,374 LF stream restoration at James Long Park in Haymarket, VA. RES provided all design, permitting, and construction for the project, which was completed in October 2013. Within the



park, 14,850 LF of streams and 109 acres of riparian buffer were protected by conservation easements, while 7,374 LF of impaired streams were restored.

Specific tasks provided by RES to PWC for this project:

- Conceptual & Final Stream Restoration Design
- Regulatory Approvals from State & Federal Entities Including VA DEQ & USACE
- Client and Stakeholder Coordination
- Construction
- Success Criteria Monitoring & Reporting (Ongoing)
- Required Maintenance (Ongoing)

Existing Conditions

Prior to restoration, stream channels at James Long Park were heavily degraded due to increased residential/commercial development within the watershed. Based on channel evolution scenarios, streams within the park were either Stage II (Disturbance) or Stage IV (Channel Widening) and were undergoing accelerated bank erosion and channel aggradation.

Assessment & Design

A detailed geomorphic survey was completed for Catharpin Creek and its associated tributaries. This investigation was coupled with a watershed assessment to determine baseline conditions onsite and a restoration strategy. As part of the geomorphic survey, a total of 34 reference cross-sections were surveyed and used to determine project-specific hydraulic geometry relationship, validate bankfull discharge estimates, and to determine sediment entrainment calculations. Approximately 11,000 linear feet of longitudinal profiles was surveyed and used to determine design slopes, elevations, and planform changes for restoration.



All geomorphic and reference data was coupled with site-specific data of pedestrian trails and other user group features to complete the stream restoration strategy for the site. The final design included approximately 7,374 linear feet of channel restoration and other design features to enhance the ecological lift to the site. These included the creation of oxbow open water wetland features and floodplain wetland creation because of floodplain connectivity and changes in the groundwater elevation due to restoration. All restoration and floodplain construction was coupled with riparian vegetation re-establishment along with stream bank plantings to ensure long-term stability.

In addition to stream restoration, collaboration with park personnel enabled additional user features such as trails and stream pedestrian crossings to be created from construction access roads and in-stream rock structures. This combined approach to the site has enabled greater user access and created additional amenities without cost to PWC.

Construction

During construction, RES performed erosion and sediment (E&S) control installation, inspection, and SWPPP development for NPDES/VPDES compliance, dewatering and pump around tasks, excavation, grading, and structure installation. The construction of this project included the installation of Offset Cross Vanes (55), Log Vanes (44), Plunge Pool (1), Cross Vanes (10), Constructed Riffles (3), and several rootwads.



Monitoring & Maintenance

RES field ecology staff currently monitor James Long for compliance with success criteria required by the regulatory agencies. Annual reports are submitted to the DEQ and USACE. As of 2021, James Long is in the 8th year of its 10-year monitoring period and has met all success criteria. The project generated approximately 10,000 mitigation credits from a combination of restoration and buffer conservation efforts, and all have been released to date.





Cost

Within the PWEB project, the James Long restoration project restored 7,374 LF of stream. The budget was \$1,450,000 for a design/build project. There were significant cost savings due to both the Design/Build procurement and the length of the project. As a design/build project, RES delivered the project on budget. No cost overruns were incurred by the client.

PUBLIC EDUCATION AND OUTREACH PLANNING

RES recognized the tight-knit communities that utilize and cherish the parks of Prince William County. Both the Locust Shade and James Long Park stream restorations took place in areas highly utilized by the public, especially the stream restoration in James Long Park, which is adjacent to Battlefield High School and contains several ball fields. Thus, RES understood its responsibility to develop quality, on-time restoration projects while remaining responsive to the needs and concerns of project stakeholders along the way.



During stream restoration at both Locust Shade and James Long Parks, Don Seaborn, RES Regional Vice President, met with interest groups to address concerns and offer information on why construction was occurring. This included trail groups, habitat enthusiasts, and concerned residents. Meetings occurred onsite to walk the stream and personally explain project logistics, as well as offsite at the regular meetings of concerned interest groups.

RES also developed multiple public resources to educate the community on stream restoration. RES recognized both an obligation to alleviate public concerns as well as an opportunity to educate the community on ecological restoration. Prior to construction activities at Locust Shade Park and James Long Park, RES posted onsite signage detailing the stream restoration project and directing the public to an online resource for more information. In conjunction, RES created online pages that presented the science of stream restoration. On this site, community members could view pictures of each project before, during, and after construction, as well as submit questions or concerns to RES or County staff directly.



During construction, RES made considerable efforts to minimize disturbance to park visitors as much as possible, and even improve park amenities whenever possible. Trail closures were kept to business hours as much as possible and updates were posted online as well as onsite. RES construction forces utilized existing trails for construction access, which limited the need to cut down trees to make a new path for equipment access. Of note, this practice often improved trails that were overgrown or had been washed away in areas. RES worked with the PWC trail specialists to plan access through areas with a larger percentage of small or dead trees, avoiding removing mature, healthy trees to the greatest extent possible. RES was present at several PWC Park Authority board meetings to explain project milestones. RES Principal Don Seaborn was present at these

meetings in order to answer any questions posed by the board.



Picture at Left: Ribbon Cutting Ceremony for Completion of First PWEB Stream Restoration at Locust Shade Park, 2012 (from left to right): Lee Goodwin, Principal at RES; Tom Dombrowski, PWC Dept. of Public Works; Don Seaborn, Principal at RES; Maureen Caddigan, PWC Potomac District Supervisor; Brenda Gardziel, PWC Dept. of Parks Chairman of the Board; Marc Aveni, PWC Dept. of Public Works; Charles Williamson, PWC Dept. of Public Works; Debbie Andrew, PWC Dept. of Parks; Susan Roltsch, Assistant PWC Executive; and Tom Brune, PWC Dept. of Public Works.

EXHIBIT 2

STORMWATER PROJECT TRACKING SHEET

Village of Winnetka - Stormwater Project Tracking Sheet
Updated: August 1, 2022

Project	Council Approved Plan 11/2020	Plan Escalation 2021 (CPI - 7%) - Note 1	Project Plan - Updated August 1, 2022
Storage Projects			
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,577,071
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 987,838
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,274,141
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210
DiMeo Contract	\$ -	\$ -	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220
DiMeo Contract	\$ -	\$ -	\$ 6,393,630
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 25,555,940
Conveyance Projects			
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 1,913,341
DiMeo Contract (47% of project)	\$ -	\$ -	\$ 1,575,274
Spruce Street	\$ 175,901	\$ 188,214	\$ 188,214
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 935,292
DiMeo Contract (12% of project)	\$ -	\$ -	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,425,202
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,348,227
DiMeo Contract (11% of project)	\$ -	\$ -	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 3,890,870
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,877,707
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 1,914,413
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,070,909
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 4,777,201
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,157,582
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,595,274
Hill Road	\$ 270,802	\$ 289,758	\$ 289,758
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 2,896,846
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,772,835
Flood Prone Property - CIW	\$ -	\$ -	\$ 250,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 34,349,482
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated			
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,113,000
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440
Committed Engineering Costs	\$ -	\$ -	\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800
Construction Mgmt. - Conveyance	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 7,039,808
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,457,308
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 79,362,730

Allocated Contingency at 8/1/2022 (Note 2): \$ 3,035,983

Previously Committed Costs at 7/1/2022 (Note 3): \$ 25,447,601

PENDING Council Approval - USACE Mitigation Fees R-88-2022 (Note 4): \$ 2,200,000

Total Costs Committed to Date: \$ 27,647,601

Notes:

- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of August 1, 2022.
- Note 3) Cells highlighted in green reflect committed costs as of August 1, 2022. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
 ^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
- Note 4) The cell highlighted in yellow reflects USACE mitigation fees pending Council approval of Resolution R-88-2022 on August 16, 2022.



Agenda Item Executive Summary

TITLE: Resolution No. R-80-2022 - Approving Lease for 93 Green Bay Road (Adoption)

PRESENTER: David Schoon

AGENDA DATE: August 16, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

- 3/5/21 - Request for Proposals released soliciting development proposals for 93 Green Bay Road
- 5/7/21 - Proposals received by this revised proposal due date.
- 6/8/21 - Three semi-finalists were selected from the submitted proposals.
- 9/9/21 - Semi-finalists submitted revised proposals.
- 10/12/21 - Semi-finalists made public presentations to Council regarding their proposals
- 11/21 - Council directed staff to negotiate lease terms with Tala for 93 Green Bay Road

EXECUTIVE SUMMARY:

At the August 11, 2022, Village Council meeting, the Council will consider Resolution No. R-80-2022, Approving a Lease Agreement with SAR, Incorporated, D/B/A Tala Coffee Roasters ("Tala") for 93 Green Bay Road (the "Subject Property"). The purpose of this memo is to summarize the negotiated lease terms, which are included in **Attachment 1**.

BACKGROUND

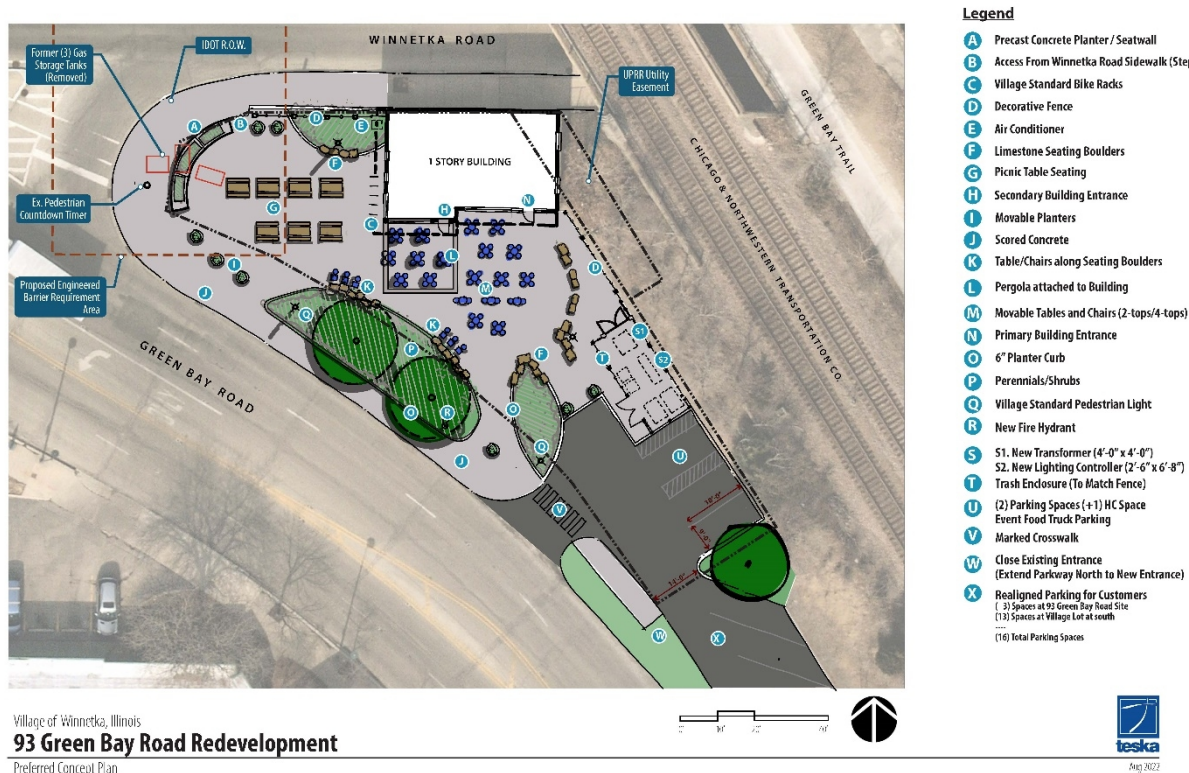
In February 2021, the Village Council directed staff to release a request for proposals from qualified users and developers for the repurposing of the Village-owned property at 93 Green Bay Road. The goals for the RFP included creating a first-rate development at this corner in terms of the building and site/streetscape improvements as well as for the public gathering space it would create for the Indian Hill area and the community as a whole.

On October 12, 2021, three semi-finalists made presentations of their proposal for the Subject Property. Following that meeting, the Council discussed the three proposals and then directed staff to negotiate lease terms with Tala Coffee Roasters for the Subject Property. The Council found Tala's proposed use of the site, a coffee shop with food offerings, the best fit for the site and the greater community.

Over the last several months, President Rintz and Village staff has held several meetings with Tala to discuss their plans, to develop a concept site plan that met both parties' goals, and to discuss lease terms.

SITE IMPROVEMENTS

Below is the concept site plan that has been developed in conjunction with Tala and with the assistance of Teska Associates (a larger version is included in **Exhibit B of the Lease Agreement**). As identified in the request for proposals, the proposed site plan creates a public gathering space for community members. This is achieved in two ways. One is that a coffee shop by its nature serves as a place for community members to meet up. They can do that either inside the coffee shop or on the outdoor portion of the site that Tala proposes to lease. The second way is by the creation of a small public gathering space on the northwest corner of the site, which members of the public as well as Tala customers can use. The proposed design incorporates elements from the Village's streetscape projects, while also incorporating compatible elements with a more natural feel.

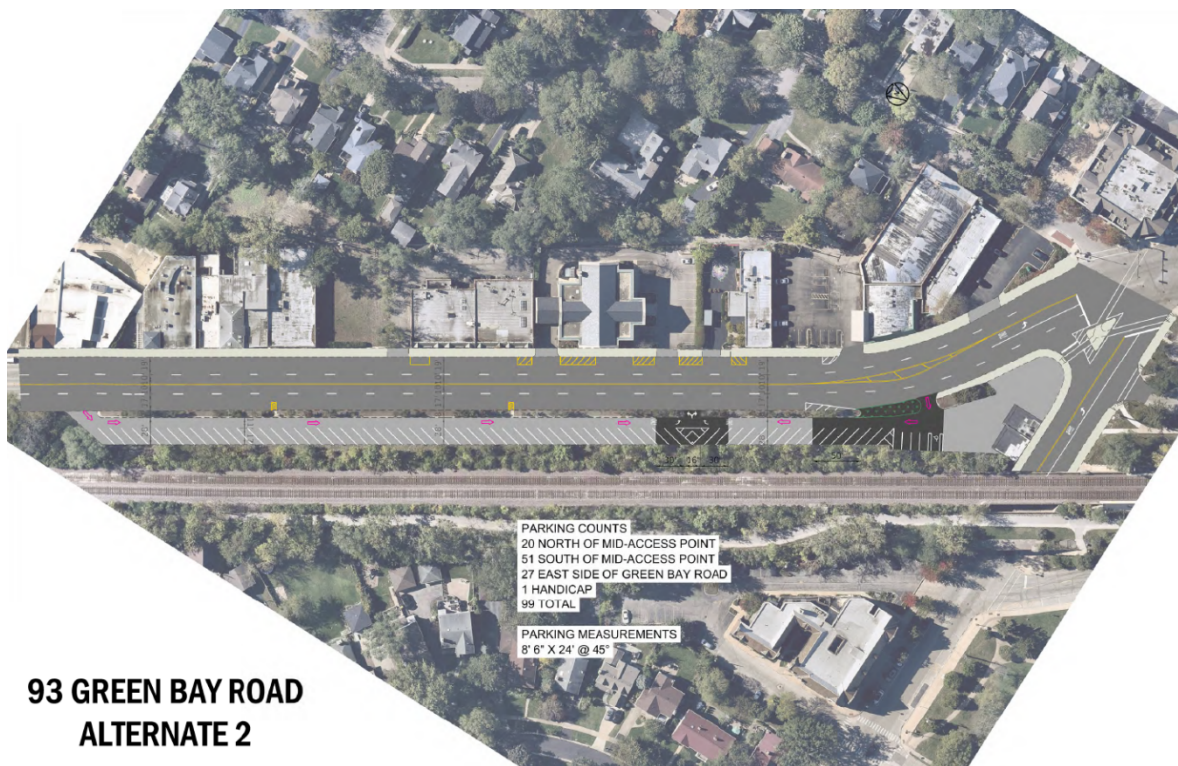


93 Green Bay Road – Concept Site Plan

Given that the Village will gain a public gathering space in the Indian Hill Business District, the Village will take the lead with construction of the site improvements.

VILLAGE PARKING LOT RECONFIGURATION

Staff worked with Tala as well as the traffic consultant, Sam Schwartz, to evaluate and consider reconfiguration of the Village parking lot adjacent to the 93 Green Bay Road site. After evaluating several alternatives, Tala and staff recommends the option pictured below (**Exhibit C of the Lease Agreement** includes a larger version of the concept.)



Proposed Reconfiguration of Parking Lot South of 93 Green Bay Road

Current Parking Configuration. Currently the 93 Green Bay Road site has a single driveway where vehicles enter and exit the site along Green Bay Road, located at the southern end of the site. The Village parking lot is currently accessed from the south with a one-way drive aisle that heads north and exits back onto Green Bay Road at the northern end of the site. This Village lot is currently for “A” permit holders (employees of the business district). There are currently 69 spaces in the Village parking lot and approximately 30 spaces for customers along the east side of Green Bay Road adjacent to the parking lot.

Proposed Configuration. The proposed design would provide a total of approximately 72 parking spaces in the Village lot for two different users. The approximately southern two-thirds would remain available for “A” permit holders (51 spaces). The northern one-third would be available for customers of the business district (21 spaces). There would remain 27 parking spaces along the east side of Green Bay Road for customers. Given the location of the parking, it would likely be used nearly exclusively by the customers of Tala Coffee. The access points have been designed to minimize conflicts between these two different users. There would be three (3) access points – one at the northern end, one about one-third of the way to the south (“mid-point”, and one at the southern end). Customers would enter at the northern end, and when exiting would head south, and then exit at mid-point driveway. “A” permit holders would enter at the southern end, and when exiting would head north, and then exit at the mid-point driveway.

Staff and Tala believe this design will best serve the employees and customers of the area. Given Green Bay Road is a state highway, the Village will need to secure approval from the Illinois Department of Transportation.

LEASE TERMS

The following is a summary of the terms for the lease for the 93 Green Bay Road Property.

Table 1 – Lease Terms

Property:	Approximately 9,700 square feet located at 93 Green Bay Road
Landlord (Village):	The Village of Winnetka (" Landlord ")
Tenant	SAR, Incorporated d/b/a Tala Coffee Roasters (" Tenant ")
Tenant Portion; Landlord (Village) Portion:	The Lease governs the portion of the Property on which the existing 1,370 square foot building (" Building ") and approximately 1,130 square feet of site area to be used nearly exclusively by the Tenant (together called the " Premises " for a total of 2,500 square feet). The remainder of the Property (" Retained Portion ") will not be leased to Tenant; however, the Tenant has certain responsibilities related to the redevelopment and maintenance of the Retained Portion.
Initial Lease Term & Renewals:	Initial term of 10 years with two 10-year options to renew the Lease.
Rental Rate:	Tenant will pay annual rent of \$4,110.00 (\$3.00 per square foot based upon the square footage of the Building). The Rental rate will be subject to an annual escalation of three percent (3.0%).
Real Estate Taxes, Building Insurance, Maintenance, Waste:	<u>Taxes.</u> Tenant will be responsible for all real estate taxes for the Premises upon taking possession of the Premises. <u>Insurance.</u> Prior to taking possession of the Premises, Tenant will obtain, at its sole expense, property, general liability, and other customary insurance covering the Premises, the Retained Portion of the Property, and Tenant's operations. <u>Tenant Maintenance.</u> Tenant will be responsible for all maintenance costs related to the Property, including maintenance of all improvements, upon taking possession of the Premises. <u>Utilities.</u> Tenant will be responsible for all utility costs related to the Premises upon taking possession of the Premises. <u>Waste Disposal.</u> Tenant will be responsible for all waste disposal and recycling costs related to the Property upon taking possession of the Premises.
Provision of Village Utilities:	The Village will be responsible for extending electric service upgrades and water service upgrades to the Premises sufficient for Tenant's needs. The Tenant shall be responsible for connections to all Village utilities.
Tenant Redevelopment:	<u>Premises.</u> Tenant must, at its sole expense, renovate the Building, construct specific site improvements, and maintain all improvements on the Premises.

	<u>Retained Portion.</u> The Landlord will be the lead on the construction of the site improvements other than the improvements to the Building. The Tenant will assist with the construction of improvements on the Retained Portion. (Note: The allocation of site work between the Village and Tala is described in more detail in the lease terms, and on the pages that follow.) <u>Materials and Design.</u> Tenant agrees to use high quality materials of a highly attractive design for all architectural and landscape improvements to the Property, befitting the entryway to the Village.
Landlord Contribution Towards Tenant Improvements	<u>Loan.</u> The Landlord agrees to loan the Tenant funds to make improvements to the Premises. Upon issuance of the building permit to the Tenant for the Tenant Work, the Landlord shall loan the tenant \$60,000 to be used solely by the Tenant for the purchase of building supplies and trade fixtures on the Premises. <u>Repayment.</u> The Tenant agrees to repay the Landlord over the initial term of the lease (10 years) and pay interest on the loan of three percent (3%) per annum. <u>Personal Guarantee.</u> The Tenant's owner will provide Landlord with a personal guarantee to repay the loan as well as to complete the Tenant Work.
Tenant Collateralization:	During the redevelopment phase, and before a certificate of occupancy for the Building is issued, the Village may allow Tenant to collateralize the Premises to ensure completion of the redevelopment. Tenant will ensure that the Premises is released as collateral after a certificate of occupancy is issued.
Environmental Remediation:	Village will address all required environmental remediation and will secure a No Further Remediation Letter from the Illinois Environmental Protection Agency.
Permits and Approvals:	<u>Building Permits, Fees.</u> Tenant will secure all necessary building permits for the Premises and pay all third-party fees typically directly charged to building permit applicants. <u>IDOT Permits.</u> Landlord will secure any necessary permits from the Illinois Department of Transportation. <u>Zoning Approvals.</u> No zoning approvals are necessary for the proposed building and site improvements. <u>Certificate of Appropriateness.</u> In partnership with the Landlord, the Tenant will secure the necessary certificate of appropriateness from the Village for all exterior building improvements, signage, and site improvements. The Tenant and the Landlord will jointly apply for the

	certificate of appropriateness at the Landlord's expense.
Conduct of Business	The lease contains rules under which the Tenant agrees to operate the Premises, including minimum hours of operation and provide a menu consisting of coffee, tea, and cold and hot breakfast and lunch items.
Ownership of Improvements	All Tenant building and site improvements will become the Village's when the lease terminates.
No Assignment	Tenant will not be permitted to assign or sublet the Premises.

The responsibility for the site improvements will be shared as follows:

Village Site Improvements. The Village will perform the following site improvements:

1. Prepare construction documents
2. Site mobilization, pavement and curb removals, and other removals.
3. Install lighting controller, Village standard streetscape lighting fixtures, and electrical receptacles.
4. Install concrete pavement and curbs
5. Install parking lot improvements on Property as well as on the Village parking lot located immediately adjacent to the south of the Property.
6. Install precast concrete seat walls on the northwest corner of the Property at Green Bay Road and Winnetka Avenue
7. Install limestone block benches throughout Property.
8. Install Village standard planter pots, litter receptacles, and bicycle receptacles.
9. Install a fire hydrant in the landscape area along Green Bay Road.
10. Install ornamental fence along Winnetka Avenue.
11. Install trash enclosure.
12. Install bike racks.
13. Install landscaping in planter beds and planter pots as well as tree in parking island.

Tala Site Improvements. Tala will perform the following site improvements:

1. Install shade structure along a portion of the front façade of the Building
2. Provide movable tables, chairs, and picnic tables for outdoor portion of Premises and the Retained Parcel. (Tala is no longer pursuing fire pit for supervision and liability issues.)

PROJECT INVESTMENT

Based upon cost estimates to date, Tala and Village will invest nearly \$1.55 million to create a gathering space in the form of a coffee shop with outdoor seating in the Indian Hill Business District. The following summarizes the current investment estimate.

Table 2 – Project Investment

	Estimated Investment Amount	Funding Source
TALA COFFEE		
• Building Buildout	\$502,500	
• Site Improvements	101,200	
Total Tala Coffee Investment	\$603,700	
VILLAGE		
• Site Improvements	\$200,000	Business District Fund - 2022 Budget
	\$363,730	Business District Fund – General Fund Reserve Transfers
Subtotal – Site Improvements	\$563,730	
• Village Parking Lot Improvements (Include relocating curb cuts and resurfacing lot)	\$225,000	General Fund –Street Rehab Program (repurpose)
• Electric Service Upgrade	\$43,000	Business District Fund – Transfer from General Fund
• Water Service Upgrade & Fire Hydrant	\$114,500	Water Fund – Street Rehab Program (repurpose)
Subtotal – Improvements Required for Any Tenant	\$382,500	
Total Village Investment	\$946,230	
• Loan to Tala (10 years @ 3%)	\$60,000	General Fund Reserves

It should be noted that as Tala has refined its cost estimates, it currently estimates that it will be investing approximately \$150,000 more in building and site improvements than they originally identified in its original proposal in response to the RFP, which is a 30% increase.

Regarding the project costs for which the Village would be responsible, \$382,500 of it would be for utility upgrades and parking lot improvements which would be necessary for any of the proposals the Village received for the Property. Regarding the site and streetscape improvement costs, the Village anticipated investing in a significant portion of the streetscape elements of the site improvements to create an attractive gathering space near the entryway of the community.

As noted previously, Tala has requested a \$60,000 loan from the Village to go towards the purchase of building supplies and fixtures for Tenant improvements. Including the loan, the total Village upfront investment would be a little over \$1 million to create a public gathering space for the businesses, residents, and high school students and staff located in the area around the Indian Hill Business District.

Our goal had been to complete as much of the Village portion of the project as we could by the end of 2022. However, given how late we are in the construction season that would be a challenge to accomplish. Our current goal is to complete the utility upgrades and Village parking lot and driveway improvements this year. The site/streetscape improvements to 93 Green Bay Road would be accomplished in early 2023.

The table above notes various 2022 funding sources for the Village's portion of the project. The Water Fund- Street Rehab Program and General Fund- Street Rehab Program have available funds to cover these newly identified expenses for the 93 Green Bay Road project. (As you may recall during the Council's recent discussion regarding the annual street rehab projects for this year, certain scheduled projects are different than planned thus freeing up funds in the budget for this year.) The Business District Revitalization Fund has \$300,000 for "Comprehensive Plan Open Space Planning Services". When this amount was designated, it was intended to provide funds for the redevelopment of 93 Green Bay Road, planning efforts for the Post Office Plaza concept, and other related gathering space goals. Staff anticipates that we will use \$100,000 in total for other planning activities, which will leave approximately \$200,000 that could be used for this project. The remaining amount totaling approximately \$466,730 for the electric service upgrades, the site improvements, and the loan to Tala for tenant improvements would need to come from the Business District Revitalization Fund and General Fund reserves. These costs will be built into the FY2023 Budget.

RECOMMENDATION:

The next major steps for the Village Council to take with the project are as follows:

- A. Council approval of a resolution entering into the lease agreement
- B. Council approval of a resolution authorizing contracts for water service Upgrades
- C. Council approval of a resolution authorizing a contract for construction design services
- D. Council approval of certificate of appropriateness for the design of the building and site improvements (This step would occur after the Design Review Board has a chance to review the proposed building and site improvement designs.)
- E. Council to award contract for the construction of the site improvements

At the August 16 meeting, the Council will want to consider adoption of Resolution No. R-80-2022, Approving a Lease Agreement with SAR, Incorporated, D/B/A Tala Coffee Roasters for 93 Green Bay Road.

ATTACHMENTS:

1. Resolution No. R-80-2022, Approving a Lease Agreement with SAR, Incorporated, DBA Tala Coffee Roasters for 93 Green Bay Road

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH
SAR, INCORPORATED, D/B/A TALA COFFEE ROASTERS
FOR 93 GREEN BAY ROAD**

WHEREAS, the Village of Winnetka (“**Village**”) is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is the owner of the property commonly known as 93 Green Bay Road, Winnetka, Illinois (“**Property**”); and

WHEREAS, on March 5, 2021, the Village issued a request for proposals (“**RFP**”) for a user to redevelop and lease the Property from the Village; and

WHEREAS, the Village received five proposals (“**Proposals**”) pursuant to the RFP and opened the Proposals on May 7, 2021; and

WHEREAS, the Village Council has determined that SAR, Incorporated, d/b/a Tala Coffee Roasters (“**Tala**”) proposal was the most responsive and advantageous to the Village; and

WHEREAS, the Village Council desires to enter into a lease agreement (“**Lease**”) with Tala for Tala to redevelop and lease the Property for a term of 10 years with two options to renew for additional 10 year periods; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to enter the Lease with Tala;

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council approves the Lease 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 LEASE. 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 Lease after receipt by the Village Manager of two executed copies of the final Lease from Tala; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Tala within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Lease 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 in accordance with law.

ADOPTED this 16th day of August, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

LEASE

EXHIBIT A

LEASE AGREEMENT

THIS LEASE is made as of the _____ day of _____, 2022, by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("Landlord") and **SAR, INCORPORATED**, an Illinois corporation, d/b/a Tala Coffee Roasters ("Tenant").

WITNESSETH THAT, in consideration of the rents, covenants and agreements hereinafter set forth, such parties enter into the following agreements:

ARTICLE I

BASIC LEASE PROVISIONS AND EXHIBITS

Section 1.1. Basic Lease Provisions.

The following references furnish data to be incorporated in the specified Sections of this Lease. Each of the sections of this Lease referred to in this Section 1.1 shall be deemed incorporated by reference as if fully set forth herein; each of the basic lease provisions of this Section 1.1 shall be deemed incorporated into the sections noted in this Section 1.1, as if fully set forth in said section.

(A) Section 2.1:

Property: The property commonly known as 93 Green Bay Road, Winnetka, Illinois, which is legally described in **Exhibit A** attached hereto and incorporated herein.

Premises: The portion of the Property depicted on **Exhibit B** attached hereto and incorporated herein, consisting of approximately 2,500 square feet. The remaining portion of the Property that does not include the Premises is the "Retained Portion."

(B) Section 2.2: Term: 10 Lease Years, commencing on the earlier of (i) Tenant's opening for business or (ii) June 30, 2023 (the applicable date being hereinafter referred to as the "Commencement Date") and expiring at 5:00 p.m. on the last day of the Term ("Expiration Date").

(C) Section 2.4: Permitted Use: A coffee shop with associated food and beverage sales, and for no other purposes whatsoever.

(D) Section 3.2: Building: The approximately 1,370 square foot existing building on the Premises.

(E) Section 3.4: Possession Date: The day Landlord issues to Tenant building permits for Tenant Work.

(F) Section 4.1: Rent: A yearly amount of \$4,110.00, subject to escalation as provided in this Lease.

(G) Section 8.2: Trade Name: Tala Coffee Roasters

(H) Section 24.7: Notices:

Tenant: 1515 Bull Creek Drive, Libertyville, IL 60048

with a copy to Ted Bond, Jr., 708 Florsheim Drive, Suite 10, Libertyville, IL 60048

Landlord: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, 60093, Attn: Village Manager; with a copy to: Elrod Friedman, 325 N. LaSalle Street, Suite 450, Chicago, Illinois 60654, Attn: Peter Friedman.

Section 1.2. Exhibits.

The exhibits identified below and attached to this Lease are incorporated herein by this reference:

EXHIBIT A	Legal description of the Property.
EXHIBIT B	Depiction of the Premises.
EXHIBIT C	Description of Landlord Work.
EXHIBIT D	Description of Tenant Work which specifically includes the Tenant Print Package.
EXHIBIT E	Approved Plans of Tenant Work (to be attached after approved by Landlord).

It is understood and agreed that Exhibits B and C are for informational purposes only, and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Property will be exactly as indicated on said Exhibits.

ARTICLE II LEASED PREMISES AND TERM

Section 2.1. Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises. The Premises contains the approximate amount of square footage set forth in Section 1.1(A). The parties agree that in the event that it is later determined that the square footage set forth in Section 1.1(A) is larger or smaller than estimated, the Rent shall not be adjusted and neither Party shall be entitled to an amendment to this Lease.

Section 2.2. Term.

The Term of this Lease shall commence on the day described in Section 1.1(B) as the Commencement Date. The Tenant shall be deemed to be open for business on the first day on which a sale to a customer is made from the Premises. The Term of this Lease shall end on the Expiration Date indicated in Section 1.1(B) unless sooner terminated as herein provided. Notwithstanding the Commencement Date, the provisions of this Lease shall apply as of the date hereof.

Section 2.3 Lease Year Defined.

The term "Lease Year" means a period of 12 consecutive months, and each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

Section 2.4. Use of Premises.

The Premises shall be occupied and used solely and exclusively for the limited purposes of conducting therein the business indicated in Section 1.1(C) and for no other uses or purposes. Tenant acknowledges that no representation has been made to Tenant by Landlord, and Landlord has the right to rent any of Landlord's other properties, and issue zoning and other approvals, to any other users and businesses, regardless of the type of use and irrespective of whether that use competes with Tenant's business.

Section 2.5. Option to Renew.

Provided that Tenant is not in default under this Lease (as defined in Section 18.1), Tenant has two options to renew the Term (collectively, the "Option to Renew") for additional periods of ten years each (each a "Renewal Term") (a Renewal Term, once the option is exercised, shall be deemed to be a part of the "Term" for purposes of interpreting this Lease). Tenant may exercise the Option to Renew by delivering written notice of its exercise not more than 365 days and not less than 180 days prior to the expiration of the Term. Rent during each Renewal Term shall be determined in accordance with the provisions of Article IV below.

ARTICLE III ACCEPTANCE OF PREMISES

Section 3.1. Landlord's Work.

Landlord shall (i) no later than November 15, 2022, at its sole expense, perform the water service upgrades described in Exhibit C attached hereto and incorporated herein, (ii) no later than June 30, 2023, perform the electric service upgrades described in Exhibit C, and (iii) no later than June 30, 2023, perform the other site work described in Exhibit C (collectively, "Landlord Work"), provided that Tenant shall be responsible at its expense, to connect the Premises to Landlord's electric and water utilities. Tenant acknowledges and agrees that, except for the Landlord Work as set forth herein, Landlord shall have no obligations to perform any other work or improvements on the Premises. The parties may mutually agree to extend these deadlines. Landlord shall not be liable for missing the deadlines contained in this Section if such delays are caused by third parties (e.g. delays caused by permitting agencies or supply chain delays).

Section 3.2. Tenant Work.

Tenant shall, no later than August 31, 2023, at its sole expense, perform all work on the Property identified in Exhibit D ("Tenant Work"). All Tenant Work shall be performed in a good and workmanlike manner; free from defects; in accordance with all applicable requirements of the federal, State, and local laws, statutes, ordinances, and regulations (collectively, "Requirements of Law"). All Tenant Work shall be performed diligently, promptly, in a single phase of construction, and in accordance with all terms of this Lease. Tenant further agrees to use only new, high quality materials of a highly attractive design for all building, fixtures, site work, landscape improvements to the Property that is befitting as the entryway to the Village of Winnetka, as determined by Landlord in its reasonable discretion. The parties may mutually agree to extend these deadlines.

Section 3.3. Collateralization.

To allow for Tenant to obtain a loan for the Tenant Work, Tenant may allow liens to be placed on the Premises by its lenders commencing of the Effective Date of this Lease, provided that: (i) Tenant provides notice and a copy of the lien to Landlord prior to recording; and (ii) all liens are removed from the Premises no later than 30 days after Landlord issues a certificate of occupancy to Tenant for the Building. Tenant shall not permit any other liens to be placed on the Premises or the Retained Portion, and shall take all actions necessary to cause any such

liens to be promptly cleared from the Property and provide to Landlord proof that such liens were cleared.

Section 3.4. Tenant's Obligations Before Commencement Date.

A. Plans.

The Tenant Print Package (which is attached hereto as Exhibit D) contains architectural descriptions, drawings, and elevations to assist Tenant in the preparation of plans and specifications for Tenant Work. Said plans and specifications shall be prepared at Tenant's sole cost and shall be submitted to Landlord within a time frame allowing for (a) a reasonable time for Landlord's review, approval and resubmittals by Tenant, required by the term of this Section 3.4.A and (b) a sufficient time for completion of Tenant Work and Tenant's opening for business on or before the Commencement Date, but in no event shall such plans and specifications be submitted later than October 15, 2022. Tenant will submit to Landlord a reproducible (sepia) set of plans and specifications and five prints of Tenant Work to be done within the Premises prepared in conformity with the applicable Exhibits (including the Tenant Print Package). As soon as reasonably possible thereafter, Landlord shall notify Tenant of any failure of Tenant plans to conform to the applicable Exhibits, otherwise to meet with Landlord's approval, or meet any Requirements of Law. Tenant shall, within 15 days after receipt of any such notice, cause Tenant's plans to be revised and resubmitted to Landlord for Landlord's approval. When Landlord or its designated agent has approved the original or revised Tenant's plans, Landlord shall initial and return one set of approved Tenant's plans to Tenant and the same shall become a part hereof as **Exhibit E**. Landlord's approval of Tenant's plans shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Tenant shall not commence any of Tenant's Work until Landlord has approved Exhibit E and issued all applicable building permits for Tenant Work. Landlord shall not be required to deliver possession of the Premises to Tenant until Tenant's plans and specifications have been submitted and approved by Landlord. Failure by Tenant to timely submit plans shall not delay the occurrence of the Commencement Date.

B. Government Approvals.

Tenant shall be responsible for obtaining and building permits for Tenant Work from Landlord, and shall reimburse Landlord for all third party costs incurred by Landlord to review Tenant's plans related to the fire alarm and sprinkler system for the Premises. Work on the Property will require permits from the Illinois Department of Transportation ("IDOT"), which the Landlord shall apply for, at its expense. The Tenant Work and Tenant's permitted use of the Premises does not require zoning approvals, but requires a Certificate of Appropriateness from Landlord. The Landlord shall waive all application fees and jointly apply with Tenant for such approvals. Nothing in this Section or this Lease shall obligate Landlord to approve any zoning relief or Certificate of Appropriateness for the Premises. The Village shall obtain a No Further Remediation Letter from the Illinois Environmental Protection Agency for the Premises, at its sole cost and expense.

C. Failure to Comply.

In the event Tenant shall not have furnished Landlord with plans and specifications on or before the deadlines set forth in this Lease or fails to open its business to the public on the Commencement Date then and in such event, Landlord shall have the right in addition to any other right or remedy it may have pursuant to this Lease or at law or at equity to terminate this Lease upon 30 days' prior written notice and recover from Tenant an amount equal to the Rent for one Lease Year, along with the cost of any Landlord Work done by Landlord (on the basis of the actual cost plus 20 percent for overhead and supervision).

Section 3.5. Tenant's Possession and Construction.

Tenant shall take possession of the Premises on the Possession Date. Tenant shall commence Tenant Work and complete the same in accordance with applicable Exhibits and all Requirements of Law, and install all store and

trade fixtures, signs, equipment, stock in trade, merchandise and inventory, and open for business therein not later than the Commencement Date. In no event shall Tenant's failure to fulfill its obligations under Section 3.4.A affect the Commencement Date or any obligation of Tenant hereunder, and no such failure shall be construed in any way to extend the Term.

Tenant acknowledges and agrees that Landlord may be performing Landlord Work and other work related to and on the Property on or after the Possession Date. Tenant and Landlord shall communicate with each other regarding Landlord Work and Tenant Work schedules. Tenant shall not interfere with any Landlord Work or other work performed by Landlord on or near the Property, and Tenant shall work around Landlord's Work schedule.

Landlord may not have completed Landlord's Work on the date in which Tenant can commence Tenant Work and may be in the Premises concurrently with Tenant, in which event Landlord shall not be liable for any injury to person or damage to property of Tenant, or of Tenant's employees, contractors, agents, licensees or invitees from any cause whatsoever occurring upon or about the Premises, and Tenant hereby indemnifies and saves Landlord harmless from any and all liabilities or claims arising out of or connected with any such injury or damage. Prior to opening its Premises for business to the public, Tenant shall deliver to Landlord a certificate, satisfactory in form and substance to Landlord for insurance purposes, certifying to the full insurable value of all of the Tenant Work described in Exhibit E.

Section 3.6. Condition of Premises.

Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof in its condition, WHERE-IS and AS-IS, except for any Landlord Work that is to be completed by Landlord pursuant to Section 3.1 of this Lease. Tenant agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair or improve the Property either before or after the execution hereof have been made by Landlord or its agents to Tenant unless the same are contained herein or made a part hereof.

Section 3.7. Non-Occurrence of Possession Date.

The Possession Date is estimated to be approximately October 20, 2022. If delivery of possession of the Premises to Tenant does not occur by the date scheduled therefor, or if Landlord is otherwise delayed in delivering possession of all or any portion of the Premises, then this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage directly or indirectly resulting therefrom, provided that if delivery of possession of the Premises to Tenant does not occur within six months of the date of this Lease, then either Landlord or Tenant may terminate this Lease upon written notice given at any time thereafter and prior to the occurrence of such date of delivery of possession. If this Lease is terminated pursuant to this Section, neither party shall have any liability to the other under this Lease.

Section 3.8. Landlord's Contribution of Supplies.

A. Issuance of Loan. Upon the issuance of a building permit to Tenant for the Tenant Work, Landlord shall loan Tenant \$60,000.00 ("Loan") to be used by Tenant solely for the purchase of building supplies and trade fixtures for the Premises. The Loan shall not be used for any "public works," as that term is defined in Section 2 of the Prevailing Wage Act, 820 ILCS 130/2. Prior to the issuance of a certificate of occupancy for the Premises, Tenant shall furnish to Landlord detailed evidence of the cost of any building supplies and trade fixtures for which it used the Loan proceeds and proof that the such building supplies and trade fixtures have been paid for in full, that all liens that have been or may be filed have been released and satisfied, and the building supplies and trade fixtures have been delivered, installed, and used for Premises.

B. Repayment of Loan. Borrowers agree to pay interest on the Loan (or such portion thereof that

may still be outstanding) at a rate of three percent per annum, which interest shall begin to accrue on the date of the issuance of the Loan. Tenant shall commence making equal monthly payments ("Monthly Payments") to Landlord on the outstanding Loan plus interest in equal monthly installments that will retire the full amount on the Loan plus interest by the end of the Term (not including any Renewal Terms). The Monthly Payments shall be due and paid at the same time the Monthly Rent is due, treated as additional rent, and shall be subject to the provisions of Section 4.3 of this Lease if any amounts are unpaid when due. In the event that this Lease terminates or expires, the Tenant shall immediately repay the Loan (or such portion thereof that may still be outstanding) and any unpaid interest to Landlord.

ARTICLE IV RENT

Section 4.1. Rent.

Tenant covenants and agrees to pay to Landlord, without notice or demand, and without deduction or set-off of any kind, at Landlord's Notice Address (Landlord's and Tenant's Notice Addresses being the addresses specified in Section 1.1(H) hereof), Rent as indicated in Section 1.1(F), in advance upon the first day of each and every month, commencing upon the Commencement Date (such monthly installment being hereinafter called "Monthly Rent"), except that the Monthly Rent for the first month shall be paid concurrently with the execution of this Lease by Tenant and shall be applied against the Monthly Rent due for the first full month of the Term hereof. Tenant shall have the option of pre-paying the rent in annual installments.

Section 4.2. Rent Escalation.

Commencing on the fourth anniversary of the Commencement Date and on each subsequent annual anniversary of the Commencement Date thereafter, the rent shall be increased by three percent (3%) per year. This Section 4.2 shall not apply to the Loan.

Section 4.3. Miscellaneous Rent Provisions.

Any rent or other amounts to be paid by Tenant which are not paid before the expiration of any notice required to be given under this Lease shall bear interest from the date due until the date paid at a rate of five percent per annum in excess of the Prime Rate published in the Wall Street Journal, and such interest shall be deemed additional rent. In addition, if Tenant shall fail to pay any rent within seven days after the same is due, Tenant shall be obligated to pay a late payment charge equal to the greater of \$250.00 or 10 percent of any rent payment not paid when due to reimburse Landlord for its additional administrative costs. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 4.4. Taxes.

A. Real Estate Taxes. Tenant shall take all steps necessary to have created a separate property identification number (PIN) for the Premises from the rest of the Property so as to enable Tenant to receive a property tax bills for the Premises for the period beginning on the Possession Date through the end of the Term, and the Tenant shall take no action to interfere with Landlord's property tax exemption for the Remainder Portion.

Tenant shall, in all instances, and beginning on the Possession Date, pay all real estate taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as

foreseen, of any kind and nature (including any interest on such assessments whenever the same are permitted to be paid in installments) which may be imposed, levied, assessed or confirmed by any lawful taxing authorities or which may become due and payable out of or for, or which may become a lien or charge upon or against, the whole, or any part, of the Premises or any taxes in lieu thereof, and also all reasonable costs and fees (including reasonable attorneys' fees, appraisers and/or other expert witnesses) incurred by Landlord in contesting any such taxes, levies, charges or assessments and/or in negotiating with the public authorities as to the same, all of which real estate taxes, assessments, levies, charges, costs and fees are hereinafter collectively referred to as "Taxes". Landlord shall have the right to pay all unpaid taxes related to the Premises. In the event that Landlord pays any Taxes for the Premises for the period that begins on the Possession Date and ends at the end of the Term, Tenant shall indemnify Landlord for all such Taxes within seven days upon demand.

B. Other Taxes. Any governmental tax or charge (other than income tax) levied, assessed or imposed on account of the payment by Tenant of, or receipt by Landlord of, or based in whole or in part upon, the rents in this Lease reserved or the value thereof shall be paid by Tenant.

Section 4.5. Additional Rent.

All amounts required or provided to be paid by Tenant under this Lease shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent.

Section 4.6. Payment for Tenant.

If Landlord pays any monies or incurs any expense to correct a breach of this Lease by Tenant or to do anything in this Lease required to be done by Tenant, all amounts so paid or incurred shall, on prior notice to Tenant, be considered additional rent payable by Tenant with the first Monthly Rent installment thereafter becoming due and payable, and may be collected as by law provided in the case of rent.

Section 4.7. Tax Reporting.

Tenant shall furnish to Landlord copies of Illinois Department of Revenue Form ST-1 or such other form then used by the State of Illinois for sales tax returns for each reporting period during the Term, concurrently with filing thereof with the Illinois Department of Revenue.

ARTICLE V RETAINED PORTION

Section 5.1. Retained Portion.

The Retained Portion shall at all times be subject to the control of Landlord, and Landlord shall have the right, at any time, to modify, close off, repair, make changes to, reconstruct, and sell the Retained Portion. Landlord shall not be responsible for maintaining the Retained Portion in any particular condition and makes no representations or warranties to Tenant on how the Retained Portion may be used or maintained.

Section 5.2. Use of Retained Portion.

Tenant and its business invitees, employees and customers shall have the nonexclusive right, in common with Landlord, all others to whom Landlord has granted or may hereafter grant rights, and the public to use the Retained Portion, and Tenant shall not interfere in any way with the use of the Retained Portion by others. Tenant shall not make improvements to the Retained Portion without the prior approval of Landlord. Tenant shall not use any part of the Retained Portion for the purposes of the display, sale or storage of goods, materials, and equipment

without the prior written approval of Landlord. Under no circumstances shall Tenant permit or allow any vehicles of Tenant or Tenant's employees to be parked in the Retained Portion overnight.

ARTICLE VI COST AND MAINTENANCE OF RETAINED PORTION

Section 6.1. Maintenance of Retained Portion.

Tenant shall be responsible for keeping the Retained Portion in a clean and first-rate condition and shall promptly take all necessary actions to clean and remove all refuse and waste from the Retained Portion. In addition, the Tenant shall be responsible for the maintenance, repair, or replacement of the trash enclosure screening and fence along the easterly property line of the Property. In the event that the Retained Portion or any fixtures or improvements thereon are in need of maintenance, repair, or replacement, Tenant shall promptly notify Landlord.

ARTICLE VII UTILITIES AND SERVICES

Section 7.1. Utilities.

Tenant, at its sole cost and expense, shall make all arrangements with the utility companies serving the Premises for obtaining and paying for sewer, gas, electricity, water, and all other utility services at the Premises. Commencing on the Possession Date, Tenant shall pay all charges for all such utility services provided to the Premises, shall comply with all contracts relating to such services, and shall do all other things required for the maintenance and continuance of all such services. Tenant will not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by Tenant requires additional utility facilities in addition to those the Landlord intends to install per Section 3.1, the same shall be installed at Tenant's expense in compliance with all code requirements and plans and specifications which must first be approved in writing by Landlord.

Section 7.2. Waste Disposal.

Tenant, at its sole cost and expense, shall make all arrangements for all refuse, recycling, and other scavenger services (collectively, "Refuse Services") for the Property (both the Premises and Retained Portion). At the time of execution of this Lease, scavenger services for commercial properties in the Village of Winnetka are provided for a fee by Landlord. Commencing on the Possession Date, Tenant shall pay all charges for all Refuse Services provided to the Property, shall comply with all contracts relating to such Refuse Services, and shall do all other things required for the maintenance and continuance of all Refuse Services. In the event that Tenant fails for arrange, pay for, or insure timely removal of all waste from the Property, Landlord may do so and Tenant shall immediately indemnify Landlord for such costs upon demand.

Section 7.3. Landlord's Liabilities for Interruption.

Landlord shall not be liable in any way to Tenant or to any other party occupying any part of the Premises for any failure or defect of any utility service furnished to the Premises (whether furnished by Landlord or others) by reason of any act or omission of the public utility company or other service supplying the Premises with electricity, gas, water or other utility service or because of necessary repair or improvements.

ARTICLE VIII

CONDUCT OF BUSINESS

Section 8.1. Prompt Occupancy and Use.

Tenant will open for business on the Commencement Date and thereafter continuously operate and conduct a first-class business on the Premises throughout the entire Term during the hours that Tenant is required to be open for business pursuant to Section 8.2 hereof, and only for the business permitted under Section 2.4 hereof. Landlord and Tenant acknowledge that Landlord, in making this Lease, is relying upon Tenant's operation of its business in accordance with the foregoing provisions. No failure by Tenant to so continuously operate its business shall relieve Tenant of its obligations hereunder, including, without limitation, those relating to Rent.

Section 8.2. Conduct of Business.

Tenant's business shall be conducted under the name set forth in Section 1.1(G) unless another name is previously approved in writing by Landlord. Except for federal holidays, Tenant's store shall be and remain open to serve customers from 6:00 A.M. until 7:00 P.M. Monday through Friday, Saturday from 7:00 A.M. until 7:00 P.M., and on Sunday from 7:00 A.M. until 5:00 P.M., unless: (i) other minimum operating hours are approved by Landlord, which approval may be withheld in Landlord's sole discretion; or (ii) a government or Executive Order prohibits Tenant from keeping Tenant's business open to customers.

Tenant must provide for sale at the Premises, at a minimum, the following food and beverage items, which items may be amended with the approval of the Village Manager (which approval shall not be unreasonably withheld):

- Coffee;
- Tea;
- Cold and hot breakfast food items; and
- Cold and hot lunch/dinner food items.

Section 8.3. Operation by Tenant.

Tenant covenants and agrees that it will:

- A. Not place or maintain any merchandise, vending machines or other articles outside the Premises without the prior approval of Landlord;
- B. Store garbage, trash, rubbish and other refuse in rat-proof and insect-proof containers inside the Building.
- C. Store garbage, trash, rubbish and other refuse outside of the Building only in a rat-proof and insect-proof dumpster approved of by Landlord.
- D. Not use any loudspeakers, sound amplifiers, radio or stereo equipment, or television broadcasts in a manner which would be in violation of any Landlord ordinances;
- E. Keep all mechanical equipment free of vibration and noise and in good working order and condition;
- F. Not commit or permit waste or a nuisance upon the Property;
- G. Not permit or cause odors to emanate or be dispelled from the Property;

- H. Comply with all Requirements of Law;
- I. Not permit any noxious, toxic or corrosive fuel, gas, dust or dirt on the Premises;
- J. Not place a load on any floor in the Premises which exceeds the floor load per square foot which such floor was designed to carry;
- K. Not serve, dispense or otherwise permit the use or consumption of alcoholic beverages from the Premises without first receiving approval of the Landlord; and
- L. Use, store or maintain in the Premises only with merchandise, food, and beverages which Tenant intends to sell at, in or from the Premises.

Tenant shall have no claim against Landlord, and Landlord shall have no liability for, any damages, demands, penalties, suits, proceedings, claims, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, Tenant's use or occupancy of the Premises for the purpose set forth in Section 2.4 should such use or occupancy be prohibited or substantially impaired by any Requirement of Law.

Section 8.4. Painting, Decorating, Displays, Alterations.

Tenant will not decorate or change the architectural treatment of any part of the exterior of the Premises nor will Tenant change any fixtures or finishes of the interior of the Premises visible from the exterior, nor make any structural alterations, additions or changes in the Premises, without Landlord's prior written approval thereto, which approval shall not be unreasonably withheld or delayed, and will promptly remove any paint, decoration, alteration, addition or change applied or installed without Landlord's approval and restore the Premises to an acceptable condition, or take such other action with respect thereto as Landlord directs.

Section 8.5. Sales and Dignified Use.

Tenant acknowledges that it is Landlord's intent that the Premises be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of Landlord or may tend to injure or detract from the moral character or image of the Village of Winnetka as a family-orientated community.

ARTICLE IX MAINTENANCE OF PREMISES

Section 9.1. Maintenance by Tenant.

Tenant shall at all times keep or cause to be kept the Premises, including without limitation, the Building's foundations, roof, and walls; all heating, cooling and ventilating units on the Premises (HVAC); windows and window frames and moldings; signs; glass; doors; door openers; fixtures; equipment and appurtenances thereof (including lighting, heating, electrical, and plumbing); landscaping, and shade/canopy structure in good order, condition and repair, clean (including redecorating), orderly, sanitary safe, and free from damage except those caused by unavoidable casualty.

During the Term, Tenant agrees, at its sole cost and expense, to employ a suitable licensed contractor to perform maintenance of the HVAC system. Such maintenance shall include at least quarterly inspections and

cleaning of said units and systems, together with such adjustments and servicing as each such inspection discloses to be required.

During the term of this Lease, Tenant agrees to employ a suitable licensed contractor to perform Tenant's obligations for maintenance of all fire protection and sprinkler systems within the Premises. Such maintenance shall include at least semi-annual inspections and cleaning of said units and systems, together with such adjustments and servicing as each such inspection discloses to be required and, in addition, all repairs, testing and servicing as shall be necessary or reasonably required by Landlord or Landlord's insurance underwriter. A suitable contractor shall be one who is reliable and capable of performing Tenant's obligations hereunder and approved by Landlord.

If replacement of equipment, fixtures, units, systems and appurtenances thereto are necessary, Tenant shall replace the same with equipment, fixtures, units, systems and appurtenances of the same or better quality, and repair all damages done in or by such replacement. Tenant shall be obligated to pay the cost of replacing or altering the HVAC system for the Premises. The interior of the Premises shall be painted or otherwise decorated and refurnished (including, but not limited to, signs, floor and wall coverings) by Tenant as and when reasonably necessary, but at least every 10-calendar years if Tenant exercises its options to renew as set forth in Section 2.5.

Tenant acknowledges and agrees that except as provided in this Lease, Landlord shall have no obligation to perform any maintenance on the Property or the Building or to keep the Building, Property, or any portion thereof, in any particular condition.

Section 9.2. Surrender of Premises.

Upon the termination or expiration of this Lease or any renewal term thereof, Tenant shall surrender the Premises in a broom-clean condition, free of debris and in the condition (subject to the removals hereinafter required) as the Premises were on the date the Tenant opened the Premises for business to the public, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant, during the last 30 days of such Term, shall remove all its trade fixtures, before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term.

ARTICLE X SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

Section 10.1. Fixtures.

All fixtures installed by Tenant shall be new or in good working order and first-rate condition.

Section 10.2. Removal and Restoration by Tenant.

Any alterations, changes, additions and improvements (specifically including, by way of example and not by way of limitation, light fixtures and heating and air conditioning equipment) shall upon the termination or expiration of this Lease remain on the Premises and deemed abandoned by Tenant and become Landlord's property.

Section 10.3. Signs, Awnings and Canopies.

Tenant will not place or permit on any exterior door or window or any wall of the Premises visible from the exterior of the Premises or otherwise, any sign, awning, canopy, advertising matter, decoration, lettering or other thing of any kind which has not been approved by Landlord except that flyers and posters for community events or

for Tenant sales or special events shall be allowed to be posted on windows provided that they are posted in compliance with all Requirements of Law. In the event Tenant installs any signage in violation of the provisions of this Section, Landlord shall have the right to remove the same if same is not removed within 72 hours of written notice.

ARTICLE XI INSURANCE

Section 11.1. By Tenant.

Tenant agrees to carry public liability insurance on the Property, including the Retained Portion, during the Term hereof, covering the Tenant and naming Landlord, its mortgagees, agents, beneficiaries, and such additional or other parties as Landlord shall notify Tenant of, as additional named insured with terms and companies satisfactory to Landlord for limits of not less than \$1,000,000 for bodily injury, including death, and personal injury for any one occurrence, \$500,000 property damage insurance or combined single limit of \$2,000,000 and maintain an umbrella liability limit of \$1,000,000. Tenant shall also carry insurance for fire, extended coverage, vandalism, malicious mischief, insuring the Building and all improvements on the Property and appurtenances thereto. Tenant's insurance will include contractual liability coverage recognizing this Lease, products and/or completed operations liability, sprinkler damage insurance and providing that Landlord and Tenant shall be given a minimum of 30 days' written notice by the insurance company prior to cancellation, termination or change in such insurance. Tenant also agrees to carry insurance against fire and such other risks as are from time to time included in standard fire and special perils insurance for the full insurable value of the Property and covering all of Tenant's merchandise, trade fixtures, furnishings, wall coverings, floor coverings, carpeting, drapes, equipment and all items of personal property of Tenant located on or within the Premises. At the Commencement Date, Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability under Section 11.4 hereof and Tenant's insurance obligation shall be subject to additional and/or different types of insurance at any time, and from time to time, during the Term hereof if Landlord, in the exercise of its reasonable judgment, shall deem same necessary for adequate protection. Within 20 days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with.

Section 11.2. Waiver of Subrogation Rights.

Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by Tenant in connection with the Property, and (b) Tenant is then covered, or required under this Lease to be covered, in whole or in part by insurance with respect to such loss, cost, damage or expense, then Tenant so insured hereby releases Landlord from any liability it may have on account of such loss, cost, damage or expense that is required to be covered by insurance hereunder and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, Landlord shall have the right, within 30 days following written notice, to pay such increased cost and thereupon keeping such release and waiver in full force and effect).

Section 11.3. Waiver of Claims.

To the extent permitted by law, Landlord, its agents and employees, shall not be liable for, and Tenant hereby releases Landlord from any liability whatsoever, and hereby waives all claims for losses and damages, including, but not limited to, actual and consequential loss and damage to property (including betterments and

including the loss of use thereof) sustained by Tenant resulting from any accident or occurrence (including the negligence of Landlord) in or upon any part of the Property, including any right of subrogation which might otherwise exist in or accrue to any person on account thereof. It is the intention of this Section 11.3 that all property of Tenant kept on the Property shall be so kept at Tenant's sole risk.

Section 11.4 Indemnification.

Except to the extent caused by Landlord's gross negligence and intentional misconduct, from and after the date hereof, Tenant shall indemnify and forever save harmless Landlord, its agents and employees from and against any and all third party liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, the Tenant's use, occupancy, management or control of the Premises and Tenant's conduct or activities on the Retained Portion or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its invitees, agents, contractors, employees or servants.

ARTICLE XII DELETED

ARTICLE XIII ASSIGNMENT, SUBLETTING AND CONCESSIONS

Section 13.1. Assignment, Subletting and Ownership.

A. Tenant acknowledges that Tenant's agreement to operate its business in the Premises for the use permitted in Section 2.4 herein for the Term hereof, was a primary inducement and precondition to Landlord's agreement to lease the Premises to Tenant. Accordingly, Tenant shall not transfer, assign, sublet, enter into license, franchise or concession agreements, change ownership or hypothecate this Lease or the Tenant's interest in and to the Premises in whole or in part, or otherwise permit occupancy of all or any part thereof by anyone with, under or through it (the foregoing are herein collectively referred to as "Transfer or Transfers") or under it without first procuring the written consent of Landlord, which consent (except as may be specifically provided below) may be withheld in Landlord's absolute discretion. Any such attempt to so Transfer, without Landlord's written consent, shall be void and confer no rights upon any third person. The prohibitions of this Article XIII shall be construed to refer to any acts or events referred to whether they occur by operation of law, legal process, receivership, bankruptcy or otherwise.

B. If the majority of any corporate stock of Tenant is transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the effective voting control of Tenant as it exists on the date hereof, Tenant shall promptly give Landlord prior written notice of such change and Landlord may terminate this Lease at any time after such change in control by giving Tenant 90 days' prior written notice of such termination.

C. Notwithstanding the foregoing to the contrary, in the event that this Lease is attempted to be assumed under federal bankruptcy law by a trustee in bankruptcy for Tenant or by Tenant as debtor in possession (hereinafter collectively referred to as "Tenant's Trustee") and there exists a default of this Lease or such state of facts which with the giving of notice and the passage of time specified in Article XVIII of this Lease would constitute a default of this Lease (such state of facts, together with any default being referred to as a "Default" under this Section 13.1.C), such attempted assumption shall not be effective unless Tenant's Trustee:

- (1) cures, or provides adequate assurance that it will promptly cure, such Default; and
- (2) compensates, or provides adequate assurance that it will promptly compensate, Landlord for any actual pecuniary loss to Landlord resulting from such Default; and
- (3) provides adequate assurance of future performance of Tenant's obligations and covenants under this Lease.

For purposes of the foregoing sentence, "adequate assurance of future performance" shall be deemed to include, without limitation, adequate assurance of the following:

- (i) the source of rental and other consideration due under this Lease;
- (ii) that assumption or assignment of this Lease shall not alter or affect materially any other obligation or duty of Tenant, nor be used to circumvent the remainder of the provisions of this Lease; and
- (iii) that the assuming party has substantial experience in owning and operating the type of business contemplated at Section 2.4.

Furthermore, Tenant's Trustee may assign this Lease only if: (1) Tenant's Trustee assumes the Lease in accordance with the above provisions of this Article XIII; and (2) the assignee of Tenant's Trustee provides adequate assurance of its future performance of Tenant's obligations and covenants under this Lease (whether or not a default has occurred under the Lease), including, without limitation, the items listed in (i) through (iii) above.

If Landlord shall not be permitted to terminate this Lease as provided herein because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), the Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than 15 days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease, and Tenant, on behalf of itself and any trustee, agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In no event after the assumption of this Lease shall any then existing default remain uncured for a period in excess of the earlier of 10 days or the time period set forth herein.

ARTICLE XIV DELETED

ARTICLE XV
LANDLORD'S SECURITY INTEREST

Tenant hereby grants to Landlord an express contract lien on and security interest in all equipment, inventory, fixtures, consumer goods, goods and any and all other personal property of any kind or character of Tenant which may be placed in or on the Premises and also upon all proceeds thereof (including the proceeds of any insurance which may accrue to Tenant by reason of damages to or destruction of any such property). This lien and security interest are given in addition to, and not in lieu of, Landlord's statutory lien, and shall be cumulative thereto. To the extent permitted by law, this lien and security interest may be foreclosed with or without court proceedings, by public or private sale, with or without notice, and Landlord shall have the right to become purchaser at any such sale upon being the highest bidder. Upon request of Landlord, Tenant shall execute Uniform Commercial Code Financing Statements relating to the aforesaid security interest. Prior to the installation of fixtures, equipment or improvements permanently affixed to the Premises or which would otherwise become the property of Landlord under the terms of this Lease, Tenant shall notify the holder of any security interest in the same, of Landlord's rights to such property under the terms of this Lease, and at the request of Landlord, Tenant shall furnish Landlord with evidence of such notification within five days of Landlord's written request. Tenant's obligation to observe and perform any of the provisions of this Article shall survive the expiration of the Term hereof or the earlier termination of this Lease.

ARTICLE XVI
DESTRUCTION OF LEASED PREMISES

Section 16.1. Fire, Explosion or Other Casualty.

In the event the Property is damaged by fire, explosion or any other casualty, the damage, except as is otherwise provided in this Article XVI, shall promptly be repaired by Tenant at Tenant's expense. Notwithstanding anything contained herein to the contrary, Tenant shall not be obligated to repair the Property upon Landlord's option provided that Tenant assigns to Landlord the insurance proceeds for the damage to the Property, and upon such option by Landlord, this Lease shall immediately terminate.

ARTICLE XVII
EMINENT DOMAIN

Section 17.1. Condemnation of Premises.

If the whole of the Premises shall be taken or acquired by any public or quasi-public authority other than Landlord under the power or threat of eminent domain, the Term shall cease as of the day possession shall be taken by such public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of such Rent as may have been paid in advance for any period subsequent to the date possession is taken.

If the part of the Premises so taken leaves space no longer suitable for the conduct of Tenant's business as reasonably determined by Landlord, then the Term shall cease and Tenant shall pay Rent up to the day possession is taken with an appropriate refund by Landlord of such Rent as may have been paid in advance for any period subsequent to the date of the taking of possession. If, in Landlord's determination any significant portion of the floor area of the Building shall be taken by the exercise, or under the threat of the exercise of, the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering possession to the public authority, terminate this Lease, and Rent shall be paid or refunded as of the date of termination.

Section 17.2 Condemnation Award.

All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and Tenant hereby assigns to Landlord all of the Tenant's right, title and interest in and to any and all of such compensation; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements to the extent of the cost to Tenant of said improvements (exclusive of Landlord's contribution, if any), less depreciation (with depreciation computed from the date of said improvements to the expiration of the original Term of this Lease).

ARTICLE XVIII
DEFAULT BY TENANT

Section 18.1. Right to Reenter and Remedies.

In the event of any failure of Tenant to pay any rental or any other amount due hereunder for more than five days after written notice of nonpayment thereof; or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than 30 days after written notice of such default shall have been given to Tenant; or if Tenant or any guarantor of this Lease shall become insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute of any state a petition for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property; or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an agreement for the benefit of creditors; or if Tenant shall abandon the Premises ("abandon", for purposes of this paragraph, shall be deemed to include, without limitation, the absence of Tenant's sales personnel from the Premises for a period of three or more days after written notice thereof from Landlord to Tenant); or suffer this Lease to be taken under any writ of execution; or does not do business in the Premises for a period of seven days; or if Tenant during the Term hereof shall have been in default in the payment of Rent or other amount due hereunder more than two times in any calendar year and because of such defaults Landlord shall have served upon Tenant two or more five-day notices (a default of this provision shall be deemed non-curable) in said calendar year; then Landlord, in addition to other rights or remedies it may have, shall have the immediate right to terminate Tenant's right to possession of the Premises and to reenter and may remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

Section 18.2. Right to Relet.

Should Landlord elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, or should Tenant fail to cure a default (after expiration of the applicable notice period) it may either terminate this Lease or may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion may deem advisable; upon each such reletting, all rentals received by Landlord therefrom shall be applied: first, to any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including Rent concessions or abatements, brokers' fees and attorneys' fees, and of costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable from Tenant to Landlord. Landlord shall be entitled to recover from Tenant any Rents which would otherwise have been payable under the terms of this Lease.

Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity.

Section 18.3. Legal Expenses.

If suits shall be brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including reasonable attorneys' fees. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that are incurred or paid by Landlord in enforcing the terms, covenants and conditions of this Lease.

Section 18.4. Waiver of Jury Trial and Counterclaims.

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim or injury or damage. In the event Landlord commences any proceedings for nonpayment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This

shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

Section 18.5. Liquidated Damages.

The liquidated damage provision described at Section 3.4.B. is intended as reasonable estimates of Landlord's damages because of Tenant's failure to perform its obligations described within said Section, and as a settlement of the actual damages that might arise because of such failure. The parties agree that such damages are reasonable, bear significant relation to the actual damages that Landlord might sustain, which damages Tenant and Landlord agree would be uncertain and difficult to prove, and is not a penalty for Tenant's failure to perform. The acceptance by Landlord of the liquidated damages shall not be deemed permission for Tenant to continue to violate the provisions of this Lease, and shall not preclude Landlord from seeking any other remedy (other than money damages) for such violation including, without limitation, specific performance or termination of this Lease or Tenant's right to possession as described in Article XVIII, which Landlord may pursue at any time while the violation continues.

Section 18.6. Venue

Except for (i) actions for possession of the Premises, or (ii) actions for combined rent and possession of the Premises, venue for all matters regarding this Lease shall be in Cook County, Illinois.

ARTICLE XIX
DEFAULT BY LANDLORD

Section 19.1. Default Defined, Notice.

Landlord shall in no event be charged with default in any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within 30 days (or such additional time as is reasonably required to correct any such default) after written notice is received by Landlord from Tenant specifically describing such failure.

ARTICLE XX
TENANT'S PROPERTY

Section 20.1. Taxes on Leasehold.

Tenant shall be responsible for and shall pay before becoming delinquent, all municipal, county, federal or state taxes coming due during or after the Term of this Lease against Tenant's interest in this Lease or against personal property of any kind owned or placed in, upon or about the Premises by Tenant.

Section 20.2. Excavation.

If an excavation shall be made upon land adjacent to the Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of rent, provided that Landlord shall use reasonable efforts to minimize the disruption of Tenant's business during such excavation.

ARTICLE XXI
ACCESS BY LANDLORD

Section 21.1. Right of Entry.

Landlord, its agents and employees, shall have the right to enter the Premises from time to time at reasonable times to examine the same, and show them to prospective purchasers and other persons.

During the last six months of the Term, Landlord may exhibit the Premises to prospective tenants and maintain upon the Premises notices deemed advisable by Landlord. In addition, during any apparent emergency, Landlord or its agents may enter the Premises forcibly without liability therefor and without in any manner affecting Tenant's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Landlord any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

ARTICLE XXII
HOLDING OVER, SUCCESSORS

Section 22.1. Holding Over.

If Tenant holds over or occupies the Premises beyond the Term, Tenant shall pay Landlord for each day of such holding over a sum equal to twice the Rent prorated for the number of days of such holding over, plus a Proportionate portion of all other amounts which Tenant would have been required to pay hereunder had this Lease been in effect. In addition thereto, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant.

Section 22.2. Successors.

All rights and liabilities herein given to or imposed upon the respective parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors and assigns of the parties, and if Tenant is more than one person, they shall be bound jointly and severally by this Lease except that no rights shall inure to the benefit of any Transferee of Tenant (as such term is defined in Article XIII hereof) unless the Transfer was approved by Landlord in writing as provided in Article XIII hereof.

Section 22.3. Sale of Premises by Landlord.

In the event of any sale or exchange of the Premises or any part thereof by Landlord and an assignment by Landlord of this Lease, Landlord shall be, and hereby is, entirely relieved of all liability of any and all of its covenants and obligations contained herein or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale or exchange and assignment.

ARTICLE XXIII
QUIET ENJOYMENT

Section 23.1. Landlord's Covenant.

If Tenant pays the rents and other amounts herein provided, and observes and performs all the covenants, terms and conditions hereof, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without

interruption by Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXIV MISCELLANEOUS

Section 24.1. Objection to Statements.

Tenant's failure to object to any statement, invoice or billing rendered by Landlord within a period of 15 days after receipt thereof shall constitute Tenant's acquiescence with respect thereto and shall render such statement, invoice or billing an account stated between Landlord and Tenant.

Section 24.2. Waiver.

No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing. No payments of money by Tenant to Landlord after the expiration or other termination of the Term or after the giving of any notice (other than a demand for payment of money which is paid in full within the time specified in such demand, or if not so specified, then within the time permitted by this Lease) by Landlord to Tenant, shall reinstate, continue or extend the Term or make ineffective any notice given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due under this Lease, and the payment thereof shall not make ineffective any notice, or in any manner affect any pending suit or any judgment theretofore obtained.

Section 24.3. Accord and Satisfaction.

Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same.

No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

Section 24.4. Entire Agreement.

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them. It is understood and agreed by Tenant that Landlord and Landlord's employees and agents have made no representations or promises with respect to the Premises or the making or entry into this Lease, except as in this Lease expressly set forth, and that no claim or liability, or cause for termination, shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Lease.

Section 24.5. No Partnership.

Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.

Section 24.6. Force Majeure.

If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work, or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section 24.6 shall at no time operate to excuse Tenant from any obligations for payment of Rent, additional rent or any other payments required by the terms of this Lease when the same are due, and all such amounts shall be paid when due.

Section 24.7. Notices.

Whenever under this Lease provision is made for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent either by (i) certified mail, return receipt requested, postage prepaid, (ii) personal delivery, or (iii) via an overnight carrier delivery (such as Federal Express or UPS) to the address set forth in Section 1.1 (J) hereof, or to such other address as may be given by a party to the other by proper notice hereunder. The (i) day after the certified mail is deposited with the United States Postal Service, (ii) the day personal delivery is attained, or (ii) the date the notice is delivered by the overnight carrier shall be the date on which any notice hereunder shall be deemed given.

Section 24.8. Captions and Section Numbers.

This Lease shall be construed without reference to titles of Articles and Sections, which are inserted only for convenience of reference.

Section 24.9. Partial Invalidity.

If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 24.10. Broker's Commission.

Each party represents and warrants that it has caused or incurred no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and Tenant shall indemnify and hold harmless Landlord against and from all liabilities arising from any such claims caused or incurred (including, without limitation, the cost of attorneys' fees in connection therewith) related to brokerage commissions.

Section 24.11. Recording.

The parties agree not to place this Lease of record, but each party shall, at the request of the other, execute an agreement specifying the date of commencement and termination of the Term.

Section 24.12. Applicable Law.

This Lease shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

Section 24.13. Corporate Tenant.

If Tenant is or will be a corporation, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the State where the Property is located (a copy or evidence thereof to be supplied to Landlord upon request); and that the person executing this Lease on behalf of Tenant is an officer of such Tenant, and is duly authorized to sign and execute this Lease.

Section 24.14. Survival.

All of Tenants' obligations to pay Rent and other moneys, indemnities, or damages to Landlord shall survive the termination of this Lease.

Section 24.15. Environmental Matters.

Tenant shall not use or permit the use of the Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any hazardous or toxic chemical, material, substance or waste, including without limitation, (1) asbestos in any form; (2) urea formaldehyde foam insulation; (3) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; (4) any other hazardous or toxic chemical, material, substance or waste, exposure to which is prohibited, limited or regulated by any Federal, State, County, Regional or Local authority (all being hereinafter referred to collectively as "Hazardous Substances"). Tenant agrees to indemnify, defend and forever hold Landlord harmless from and against any claims, losses, damages, actions, liabilities, causes of action, suits, investigations and judgments of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs of litigation, incurred by Landlord in connection with any breach of the provisions contained in this Section 24.14. The foregoing indemnity shall survive the expiration of the Lease.

[signatures appear on following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

VILLAGE OF WINNETKA, and Illinois home rule municipality

By: _____
Its _____

TENANT:

SAR, INCORPORATED, an Illinois corporation,

By: _____
Its _____

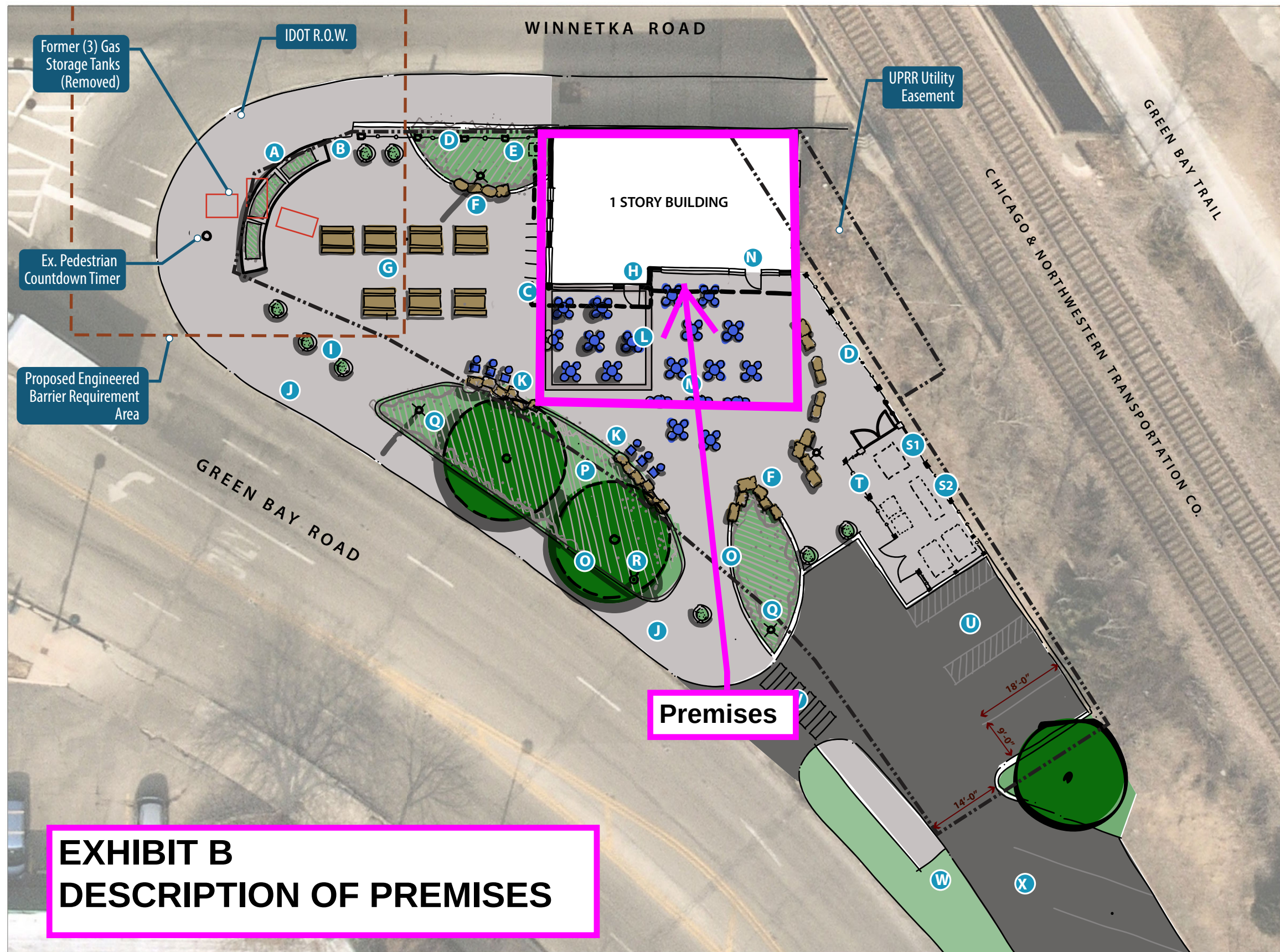
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LOT 1 IN WOYNER'S SUBDIVISION IN THE NORTH HALF OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 16, 1998 AS DOCUMENT NUMBER 98301935, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF SAID LOT 1 IN WOYNER'S SUBDIVISION GRANTS, CONVEYS AND WARRANTS TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PER WARRANTY DEED RECORDED OCTOBER 3, 2012 AS DOCUMENT NUMBER 1227746122, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES, 19 MINUTES, 53 SECONDS WEST ALONG THE NORTH LINE OF LOT 1, 83.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 61 DEGREES, 58 MINUTES, 20 SECONDS WEST, 20.63 FEET; THENCE SOUTH 20 DEGREES, 05 MINUTES, 39 SECONDS WEST, 18.80 FEET; TO A POINT ON A 264.19 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 19 DEGREES, 50 MINUTES, 32 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG SAID CURVE 39.55 FEET, CENTRAL ANGLE 8 DEGREES, 34 MINUTES, 39 SECONDS TO A POINT ON A 18.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES, 14 MINUTES, 19 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 18.37 FEET, CENTRAL ANGLE 58 DEGREES, 29 MINUTES, 35 SECONDS; THENCE SOUTH 89 DEGREES, 19 MINUTES, 53 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 60.76 FEET TO THE POINT OF BEGINNING.

PIN: 05-28-103-129-0000 TOTAL LAND AREA: 9,708 SQ.FT.

COMMONLY KNOWN AS: 93 GREEN BAY ROAD, WINNETKA, ILLINOIS 60093

EXHIBIT B
DEPICTION OF PREMISES



Legend

- A** Precast Concrete Planter / Seatwall
- B** Access From Winnetka Road Sidewalk (Step)
- C** Village Standard Bike Racks
- D** Decorative Fence
- E** Air Conditioner
- F** Limestone Seating Boulders
- G** Picnic Table Seating
- H** Secondary Building Entrance
- I** Movable Planters
- J** Scored Concrete
- K** Table/Chairs along Seating Boulders
- L** Pergola attached to Building
- M** Movable Tables and Chairs (2-tops/4-tops)
- N** Primary Building Entrance
- O** 6" Planter Curb
- P** Perennials/Shrubs
- Q** Village Standard Pedestrian Light
- R** New Fire Hydrant
- S** S1. New Transformer (4'-0" x 4'-0")
S2. New Lighting Controller (2'-6" x 6'-8")
- T** Trash Enclosure (To Match Fence)
- U** (2) Parking Spaces (+1) HC Space
Event Food Truck Parking
- V** Marked Crosswalk
- W** Close Existing Entrance
(Extend Parkway North to New Entrance)
- X** Realigned Parking for Customers
(3) Spaces at 93 Green Bay Road Site
(13) Spaces at Village Lot at south

(16) Total Parking Spaces



EXHIBIT C
DESCRIPTION OF LANDLORD'S WORK

SITE/STREETSCAPE IMPROVEMENTS

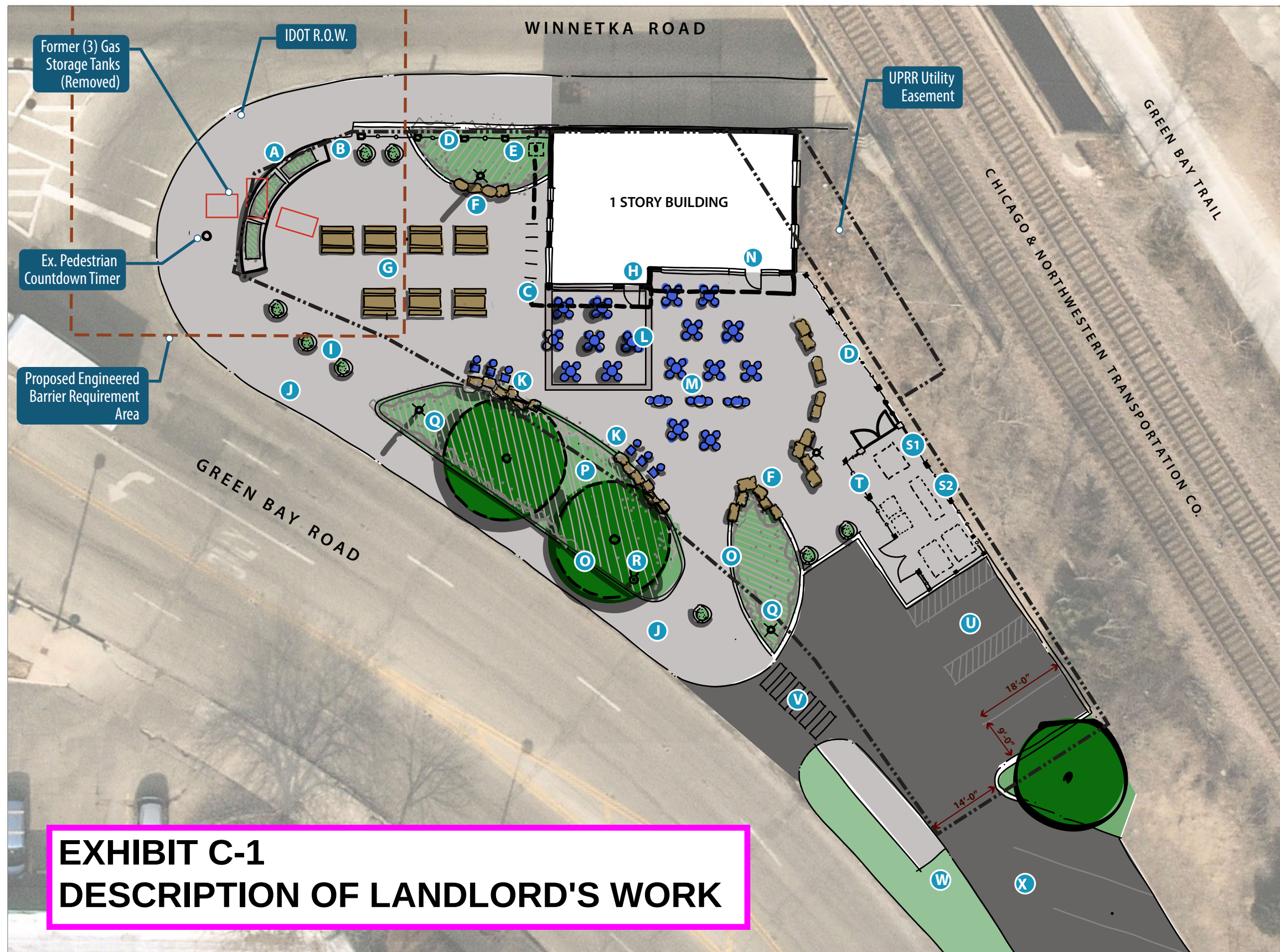
Except for adjustments made by Landlord, at its discretion, the Landlord will perform the following site/streetscape improvements illustrated on Exhibit C-1:

1. Site mobilization, pavement and curb removals, and other removals.
2. Install lighting controller, Village standard streetscape lighting fixtures, and electrical receptacles.
3. Install concrete pavement and curbs
4. Install parking lot improvements on Property as well as on the Village parking lot located immediately adjacent to the south of the Property.
5. Install precast concrete seat walls on the northwest corner of the site at Green Bay Road and Winnetka Avenue
6. Install limestone block benches throughout Property
7. Install ornamental fence along Winnetka Avenue
8. Install trash enclosure and fence along east property line of Property.
Install Village standard planter pots, litter receptacles, and bicycle receptacles.
9. Install landscaping in planter beds and planter pots as well as tree in landscape islands.
10. Install a fire hydrant in the landscape area along Green Bay Road.

BUILDING RELATED IMPROVEMENTS

The Landlord shall perform the following building related improvements:

1. Remove existing 1" water service, disconnect at street, existing water service line abandoned in place.
2. Install new 6" water service, service to be brought into northwest corner of building, equipped with shutoff valve and meter.
3. Install new electric service to site with pad mounted transformer
4. Install new 400-amp electric service entrance, with CT cabinet, exterior disconnect and single meter socket.
5. Install two (2) 200-amp electric panels, to be located on north wall as represented on architectural plans.
Panel to be circuit breakers installed.
6. Install spare conduit with pull string for connection of water meter remote read touchpad at exterior electric meter location.
7. Existing sewer line cleaned and televised. Building sewer repairs, if any, responsibility of Landlord.



Legend

- A** Precast Concrete Planter / Seatwall
- B** Access From Winnetka Road Sidewalk (Step)
- C** Village Standard Bike Racks
- D** Decorative Fence
- E** Air Conditioner
- F** Limestone Seating Boulders
- G** Picnic Table Seating
- H** Secondary Building Entrance
- I** Movable Planters
- J** Scored Concrete
- K** Table/Chairs along Seating Boulders
- L** Pergola attached to Building
- M** Movable Tables and Chairs (2-tops/4-tops)
- N** Primary Building Entrance
- O** 6" Planter Curb
- P** Perennials/Shrubs
- Q** Village Standard Pedestrian Light
- R** New Fire Hydrant
- S** S1. New Transformer (4'-0" x 4'-0")
S2. New Lighting Controller (2'-6" x 6'-8")
- T** Trash Enclosure (To Match Fence)
- U** (2) Parking Spaces (+1) HC Space
Event Food Truck Parking
- V** Marked Crosswalk
- W** Close Existing Entrance
(Extend Parkway North to New Entrance)
- X** Realigned Parking for Customers
(3) Spaces at 93 Green Bay Road Site
(13) Spaces at Village Lot at south

(16) Total Parking Spaces

Village of Winnetka, Illinois

93 Green Bay Road Redevelopment

Preferred Concept Plan



Aug 2022

Concrete Planter/Seat Wall & Seating Boulders



Light Poles, Planters, Trash Enclosure, Fence, & Bike Racks



Village Parking Lot Reconfiguration



Village Parking Lot Reconfiguration



EXHIBIT D
DESCRIPTION OF TENANT WORK

SITE/STREETSCAPE IMPROVEMENTS

As illustrated on Exhibit D-1, the Tenant will perform the following site/streetscape improvements:

1. Install shade/canopy structure, lighting, and heat lamps
2. Provide movable tables, chairs, and picnic tables for outdoor portion of Premises and the Retained Parcel.

BUILDING IMPROVEMENTS

As illustrated on Exhibit D-2, the Tenant will perform the following building improvements:

The purpose of the tenant scope of work is to clarify tenant – landlord roles and responsibilities, and it is not an all-inclusive list of all code-required installations. To this end, Tenant shall perform any work determined by Landlord to be necessary to bring and keep the Premises in compliance with all Requirements of Law.

Interior Demolition

1. Demolish & remove interior concrete floor slab
2. Demolish & remove existing mechanical, electrical & plumbing
3. Demolish & remove existing doors

Site Prep Work & Utilities

1. Demolish & remove concrete sidewalk and ramp at adjacent to building.
2. New gas service

Roof

1. Demolish and replace existing roof, including insulation
2. Install appropriate roof drainage system.

Plumbing

1. Furnish & install all kitchen and bathroom plumbing fixtures.
2. Furnish and install all required interior supply and waste piping
3. Furnish & install new water heater

Building interior

1. Remove existing interior porcelain wall panels & refurbish
2. Insulate wall cavity prior to reinstallation of interior wall panels
3. Reinstall refurbished porcelain metal panels or approved alternate wall finishes
4. Install all interior partitions & flooring

Building exterior

1. Furnish and install all doors and windows.
2. Replace exterior building panels

Life Safety

1. Contract for design and installation of fire alarm & detection system
2. Contract for design and installation of fire sprinkler plans
3. Provide & install emergency lighting / exit signs

Mechanical

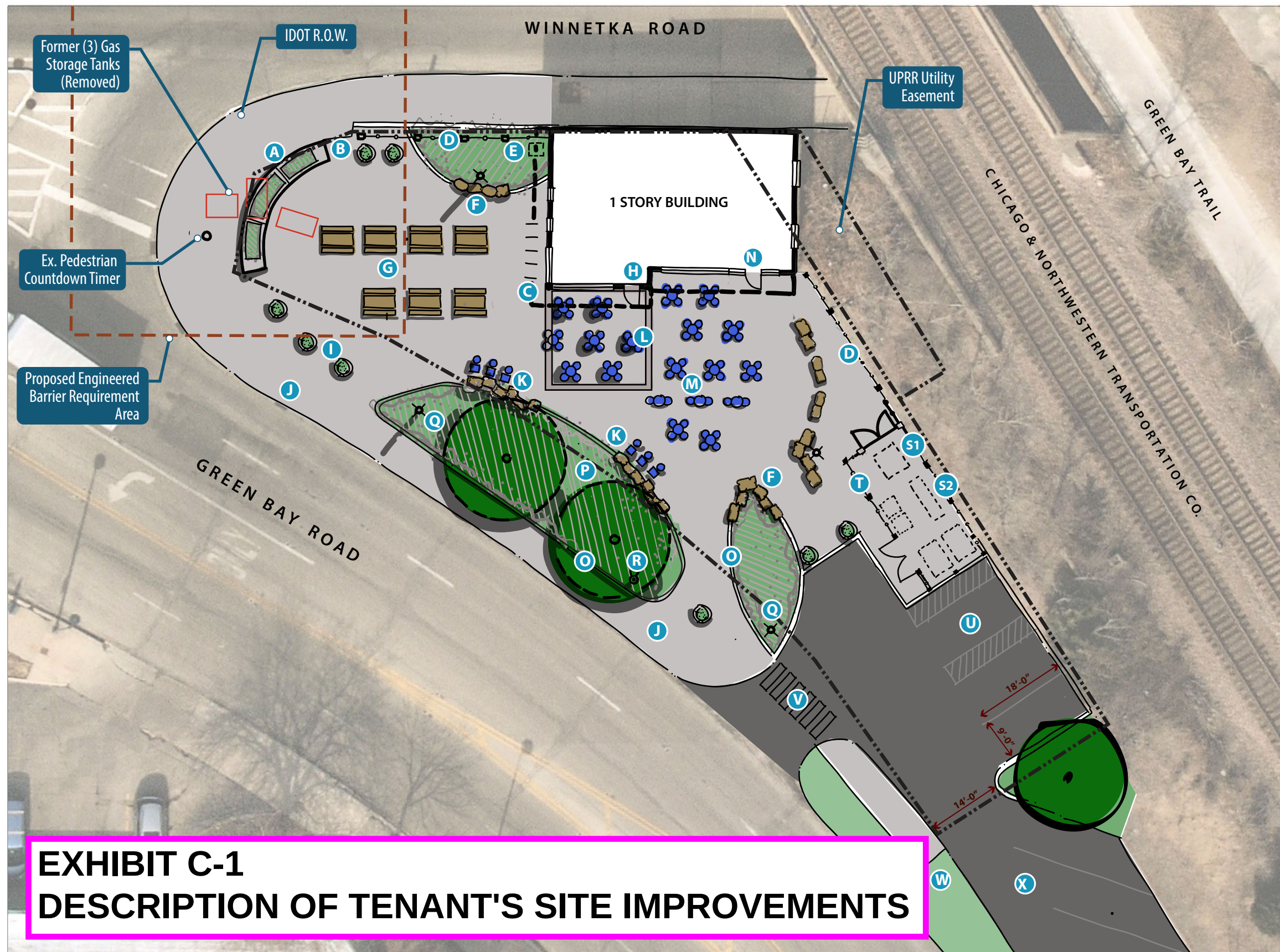
1. Furnish and install furnace, air conditioning condense, and associated controls & ductwork.
2. Kitchen exhaust hood – the need for, and type of hood is to be determined by Landlord (Winnetka Fire Department) based on convection oven specifications and/or menu items to be provided by Tenant.

Electrical

1. Install all required building electrical circuits, fixtures, receptacles and other devices.
2. Connect water meter to exterior touchpad device using spare conduit installed by Landlord.
3. Furnish and install grounding conductor(s) from electrical panels to water service line.

Miscellaneous

1. Provide final as built drawings of building alterations upon completion of project.



Legend

- A** Precast Concrete Planter / Seatwall
- B** Access From Winnetka Road Sidewalk (Step)
- C** Village Standard Bike Racks
- D** Decorative Fence
- E** Air Conditioner
- F** Limestone Seating Boulders
- G** Picnic Table Seating
- H** Secondary Building Entrance
- I** Movable Planters
- J** Scored Concrete
- K** Table/Chairs along Seating Boulders
- L** Pergola attached to Building
- M** Movable Tables and Chairs (2-tops/4-tops)
- N** Primary Building Entrance
- O** 6" Planter Curb
- P** Perennials/Shrubs
- Q** Village Standard Pedestrian Light
- R** New Fire Hydrant
- S** S1. New Transformer (4'-0" x 4'-0")
S2. New Lighting Controller (2'-6" x 6'-8")
- T** Trash Enclosure (To Match Fence)
- U** (2) Parking Spaces (+1) HC Space
Event Food Truck Parking
- V** Marked Crosswalk
- W** Close Existing Entrance
(Extend Parkway North to New Entrance)
- X** Realigned Parking for Customers
(3) Spaces at 93 Green Bay Road Site
(13) Spaces at Village Lot at south

(16) Total Parking Spaces

Village of Winnetka, Illinois

93 Green Bay Road Redevelopment

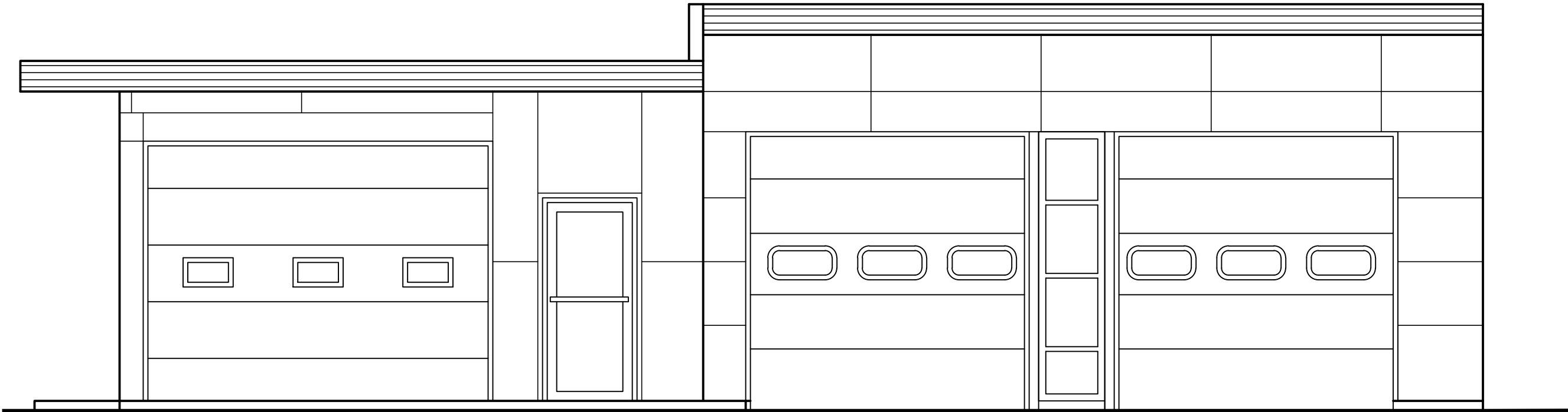
Preferred Concept Plan



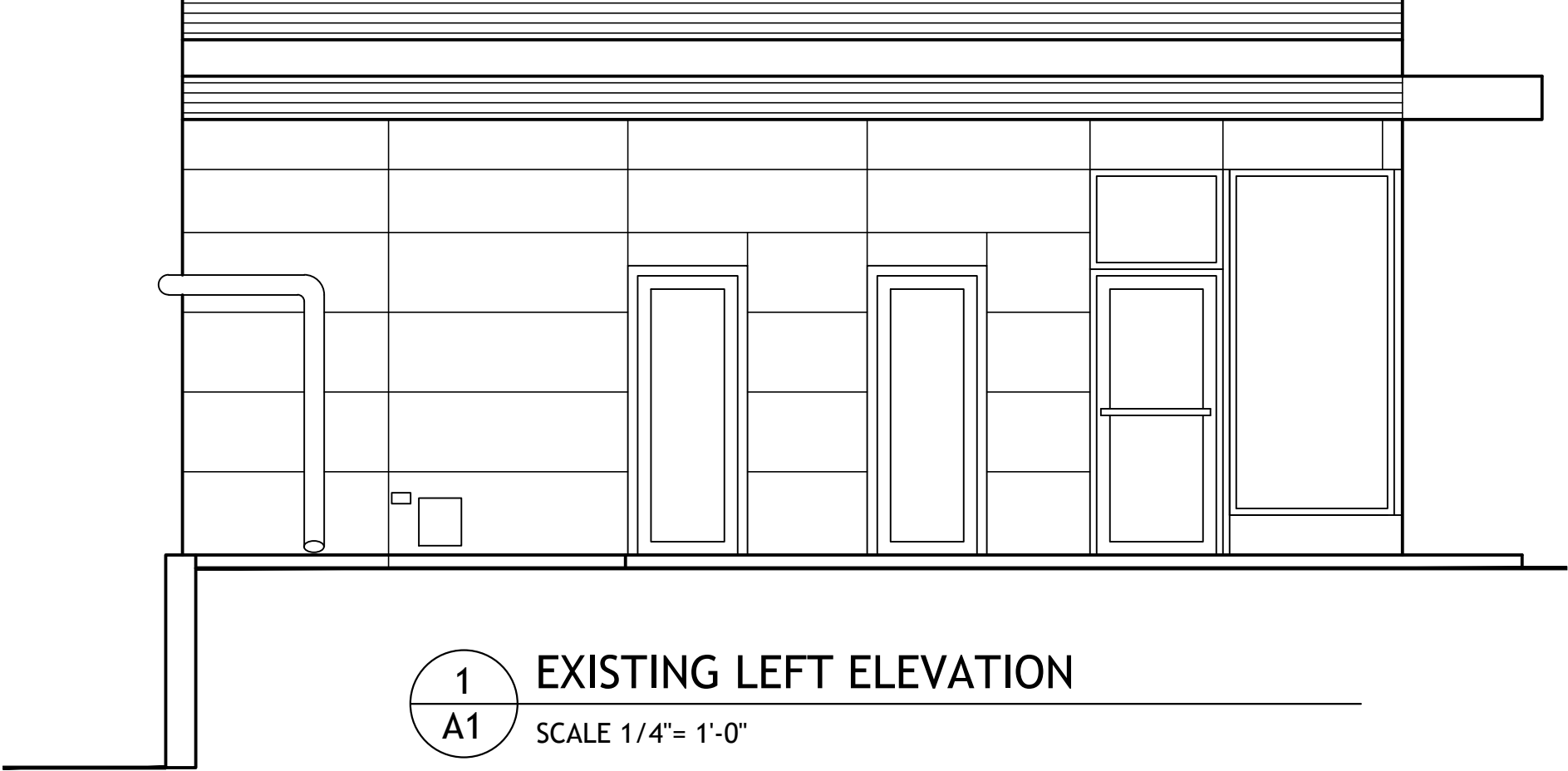
Aug 2022

Shade Structures, Movable Tables & Chairs

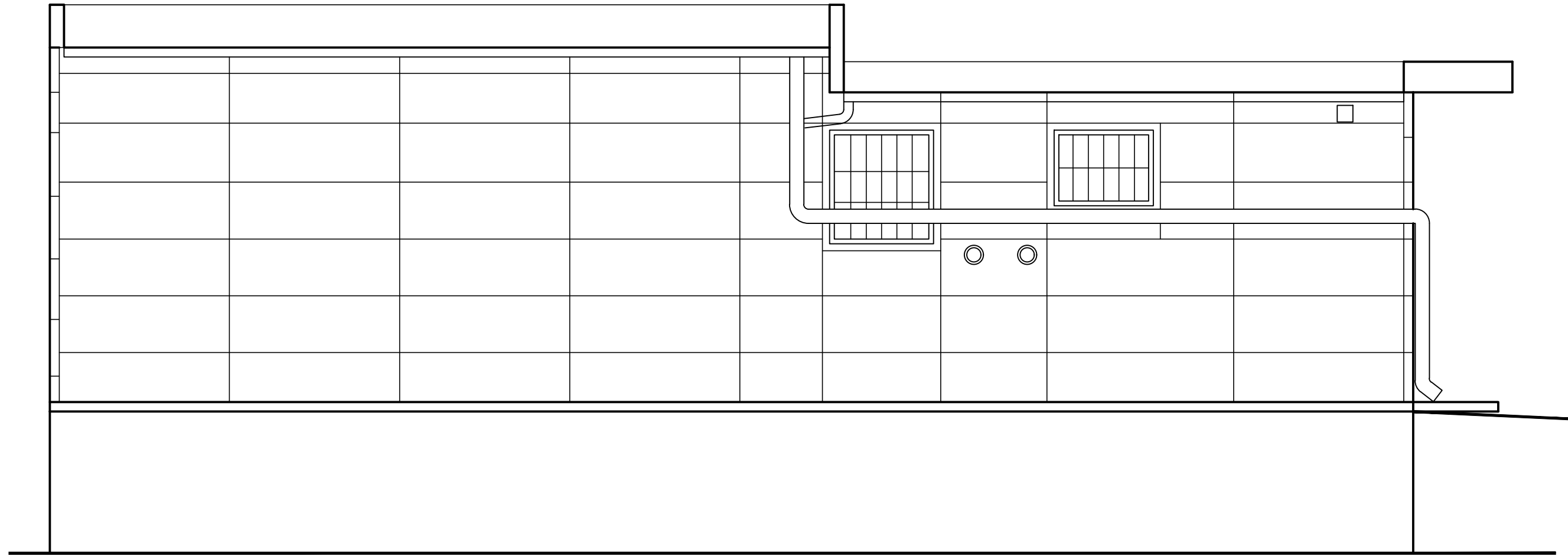




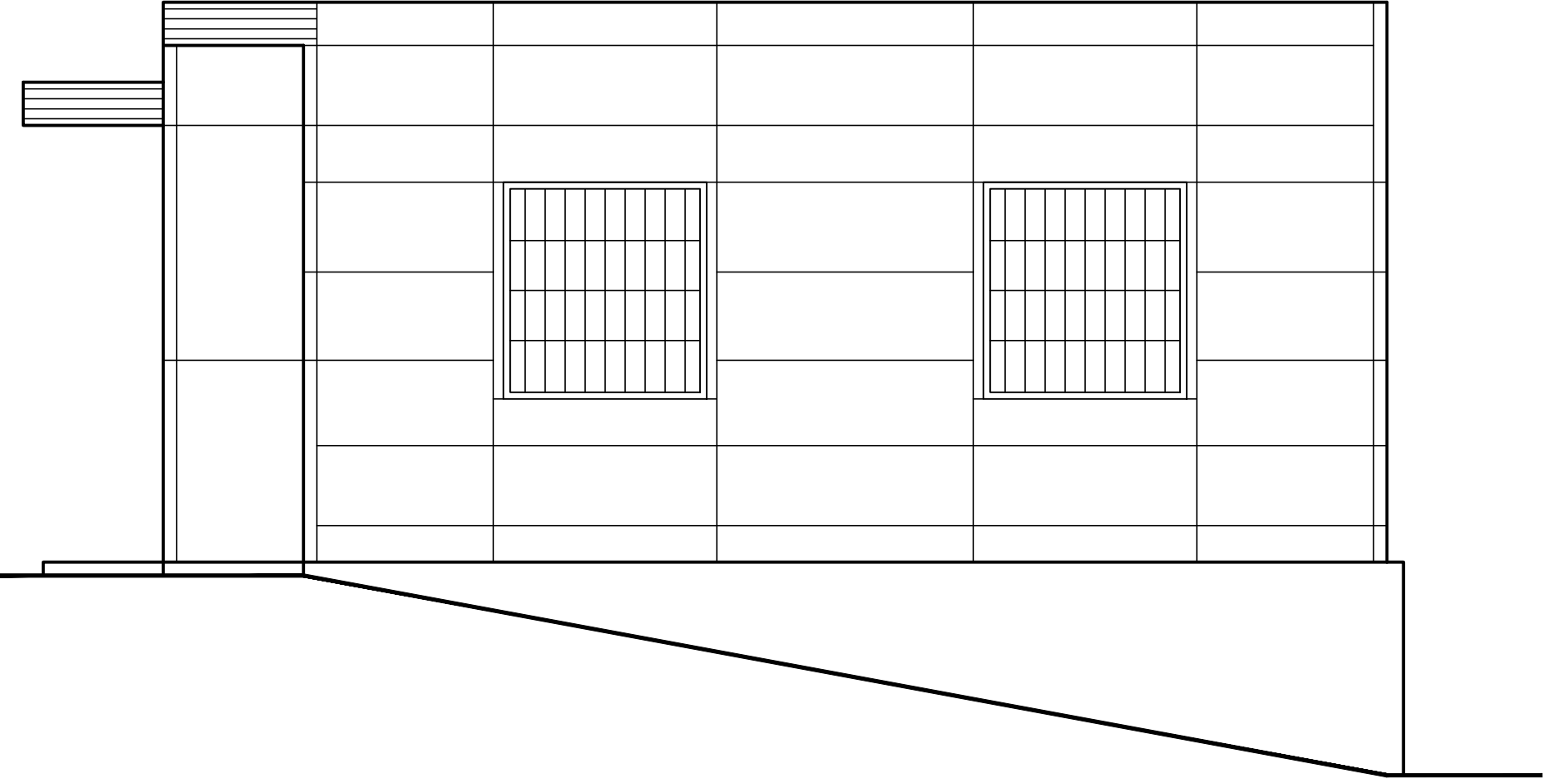
1
A1
EXISTING FRONT ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING LEFT ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING REAR ELEVATION
SCALE 1/4"= 1'-0"



1
A1
EXISTING RIGHT ELEVATION
SCALE 1/4"= 1'-0"

Exhibit D-2
Depiction of Tenant's Work - Building

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbcglobal.net

PROJECT NAME:
**TALA COFFEE
ROASTERS**

Project:
INTERIOR BUILD-OUT AND
EXTERIOR REMODEL OF
AN EXISTING 1 STORY
COMMERCIAL BUILDING

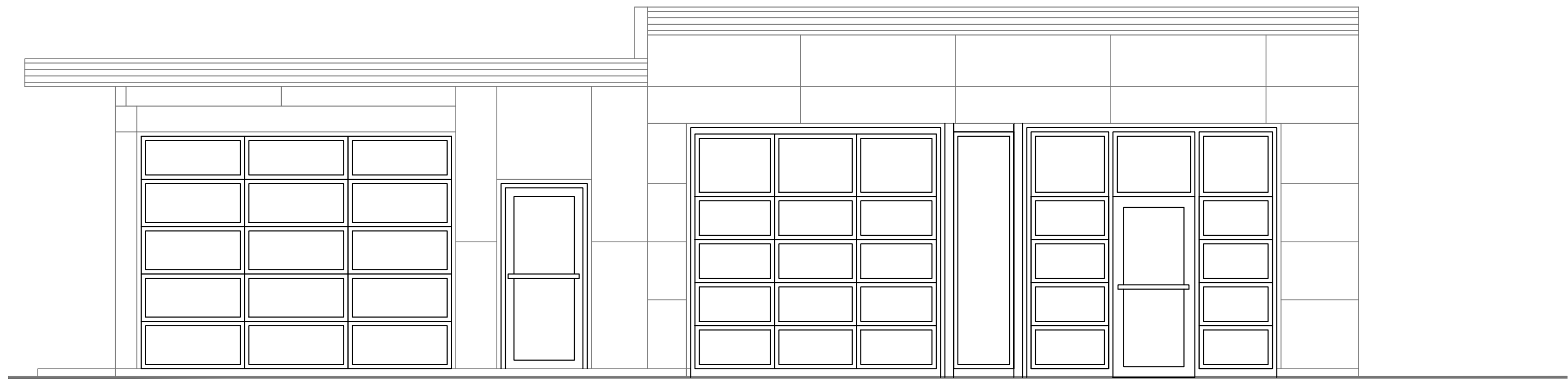
ADDRESS:
93 GREEN BAY ROAD
WINNETKA, IL 60093

Preliminary Drawings 01.17.22

Drawn By DH
Checked By RL
Sheet:

A1

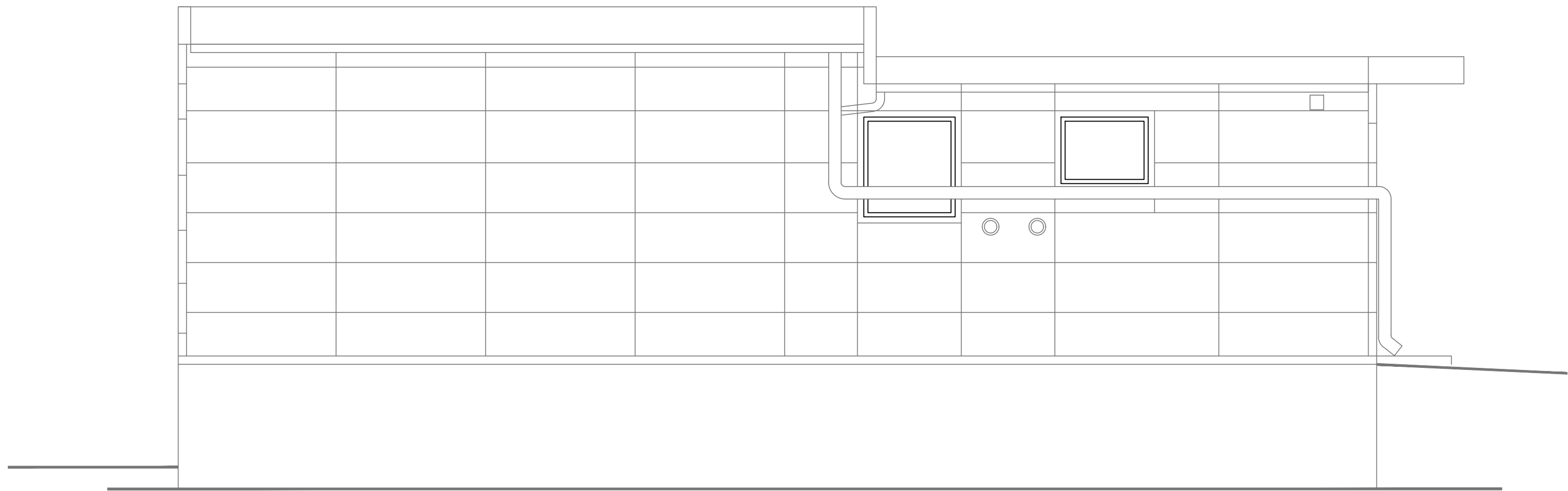
PROJECT NUMBER



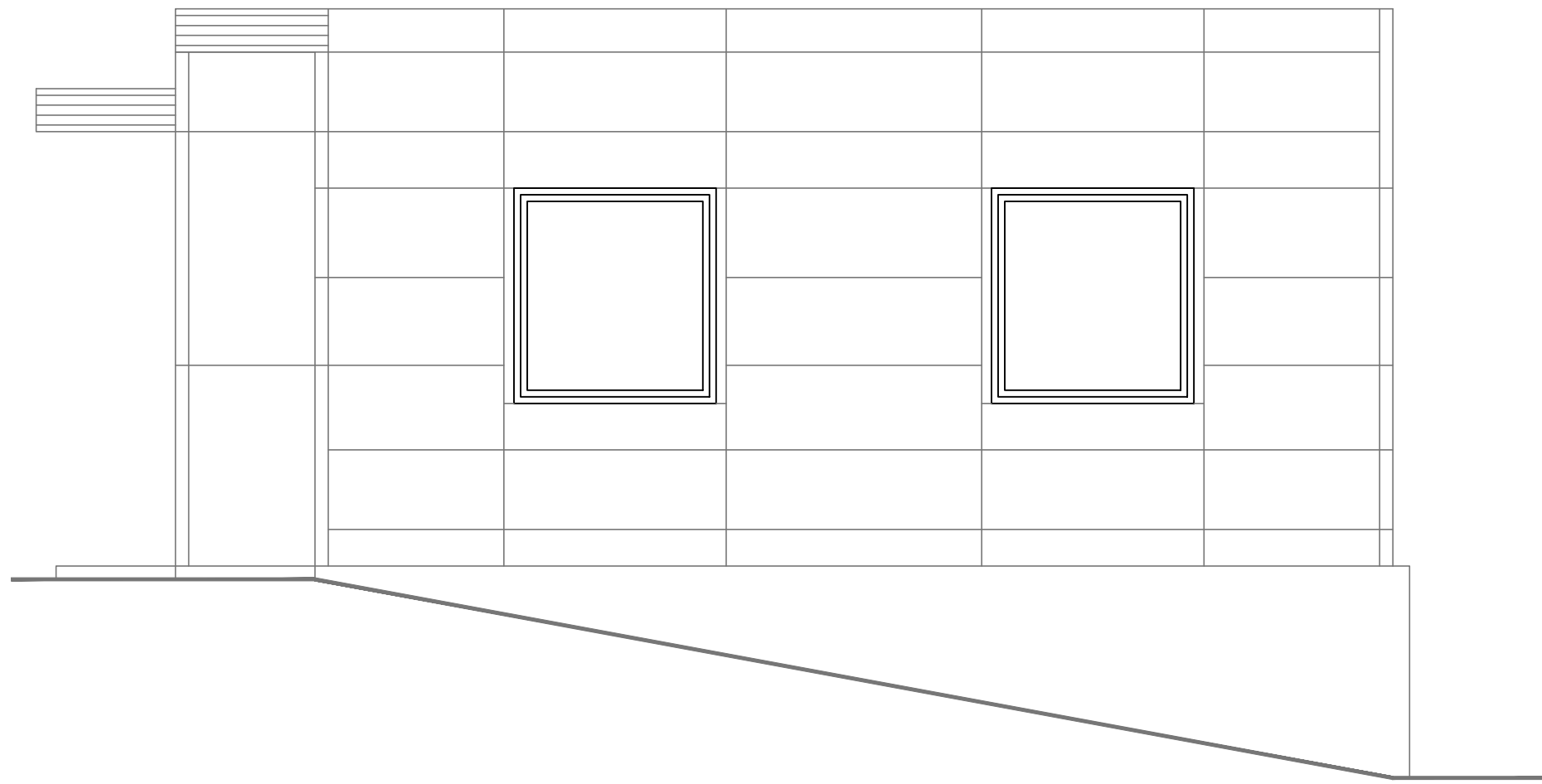
1 PROPOSED FRONT ELEVATION
A2 SCALE 1/4"= 1'-0"



1 PROPOSED LEFT ELEVATION
A2 SCALE 1/4"= 1'-0"



3 PROPOSED REAR ELEVATION
A2 SCALE 1/4"= 1'-0"



4 PROPOSED RIGHT ELEVATION
A2 SCALE 1/4"= 1'-0"

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbcglobal.net

PROJECT NAME:
TALA COFFEE
ROASTERS

Project:
INTERIOR BUILD-OUT AND
EXTERIOR REMODEL OF
AN EXISTING 1 STORY
COMMERCIAL BUILDING

ADDRESS:
93 GREEN BAY ROAD
WINNETKA, IL 60093

Preliminary Drawings 01.17.22

Drawn By DH

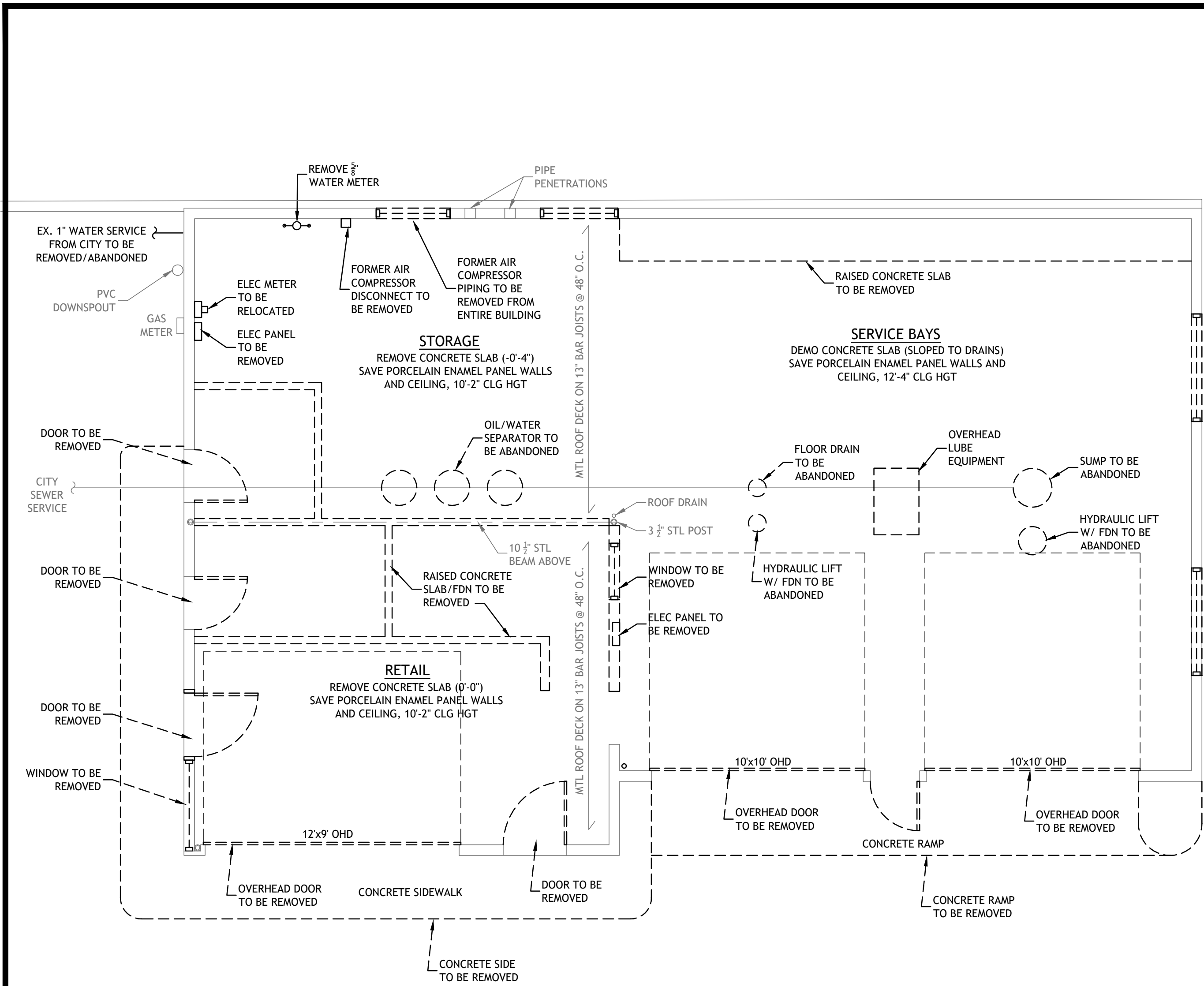
Checked By RL

Sheet:

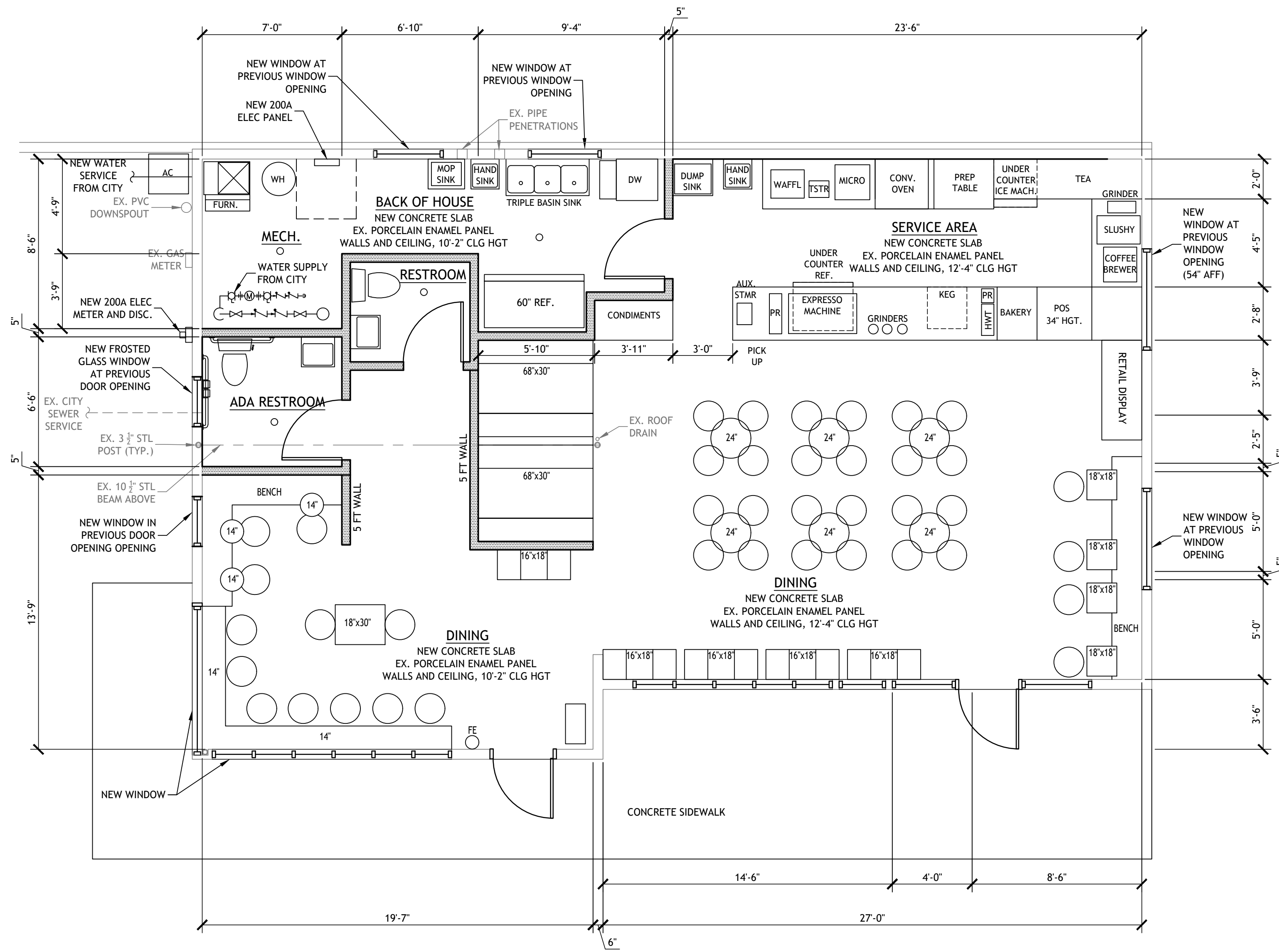
A2

- of -

PROJECT NUMBER
-



1
A3 PROPOSED DEMO PLAN
SCALE 1/4"= 1'-0"



2
A3 PROPOSED FLOOR PLAN
SCALE 1/4"= 1'-0"

GENERAL DEMOLITION NOTES

PROVIDE TEMPORARY BRACING AND SHORING WITH CONNECTIONS OF SUFFICIENT STRENGTH TO BEAR IMPOSED LOADS, TO PROTECT ALL PERSONS AND PROPERTY, AND TO ENSURE PROPER ALIGNMENT. COMPLY WITH ALL STATE, O.S.H.A. AND LOCAL CODES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR PROVIDING ADEQUATE BRACING OF EXISTING WALLS DURING DEMOLITION AND ERECTION TO PREVENT DAMAGE DUE TO HIGH WINDS OR OTHER LATERAL LOADS AND CONSTRUCTION IMPACTS. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR DAMAGE DUE TO HIS/HER FAILURE TO TAKE SUCH PRECAUTIONS.

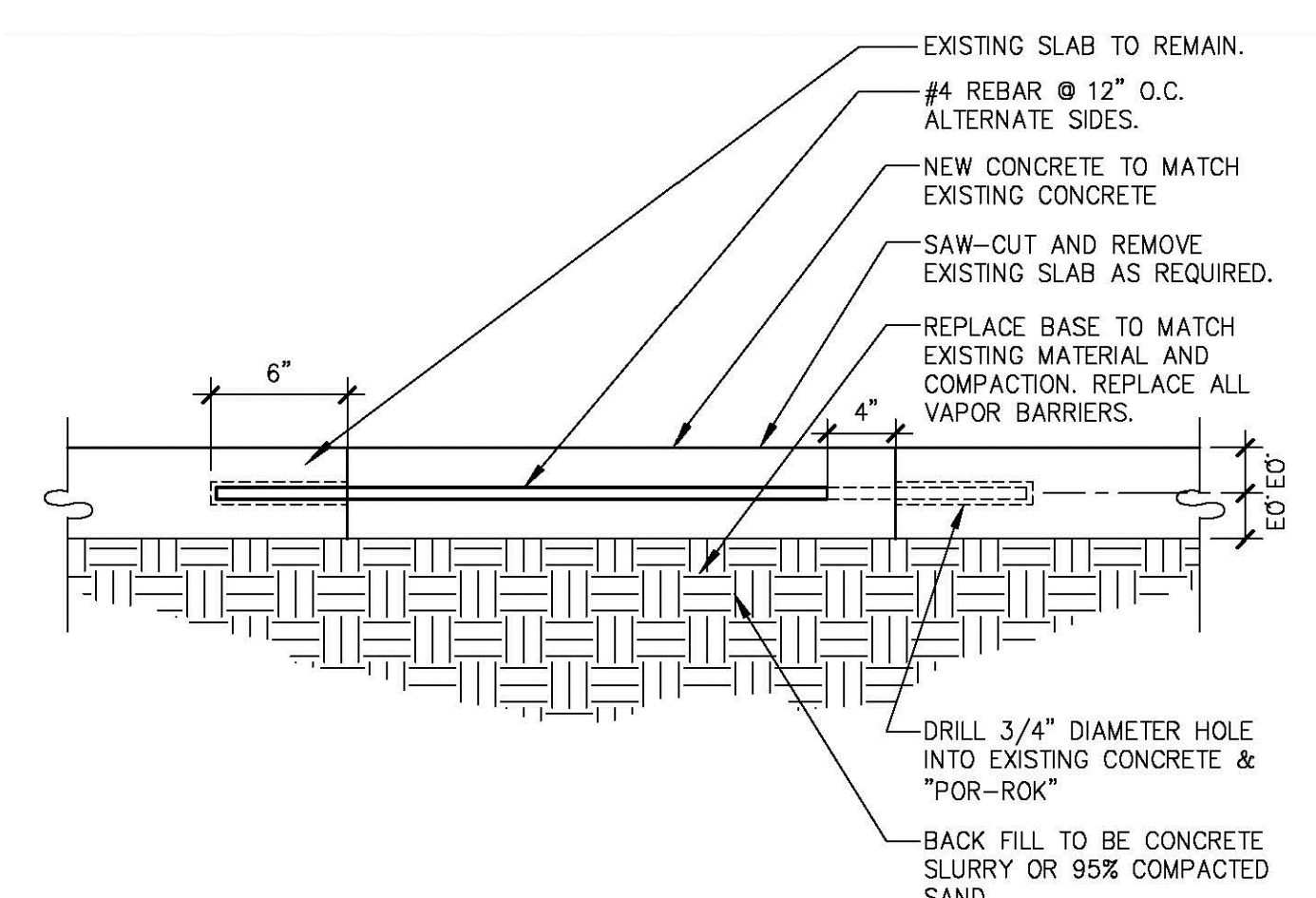
FIELD VERIFY SCOPE OF WORK & EXISTING CONDITIONS CAREFULLY PRIOR TO COMMENCEMENT OF DEMOLITION WORK & NOTIFY ARCHITECT IF ANY DISCREPANCIES FOUND.

REROUTE / PRESERVE ANY ELECTRICAL LINES, PIPING, ETC. WHEREVER NECESSARY IN ORDER TO REUSE FOR NEW MECHANICAL / ELECTRICAL EQUIPMENT - REFER TO MECHANICAL & ELECTRICAL DRAWINGS

ALL DEMOLITION WORK IS SHOWN IN BOLD DASHED LINE. TYPICAL FOR THIS SHEET.

G.C. TO COORDINATE SCOPE OF DEMOLITION W/ PROPOSED WORK.

ALL CONSTRUCTION DESIGNATED TO REMAIN TO BE PROTECTED FROM DAMAGE



SAW-CUT CONCRETE SLAB REPAIR
SCALE: 1-1/2"=1'-0" IFML-Saw_cut_conc_slab_repair-01

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbcglobal.net

PROJECT NAME:
TALA COFFEE ROASTERS

Project:
INTERIOR BUILD-OUT AND EXTERIOR REMODEL OF AN EXISTING 1 STORY COMMERCIAL BUILDING

ADDRESS:
93 GREEN BAY ROAD WINNETKA, IL 60093

Preliminary Drawings 01.17.22

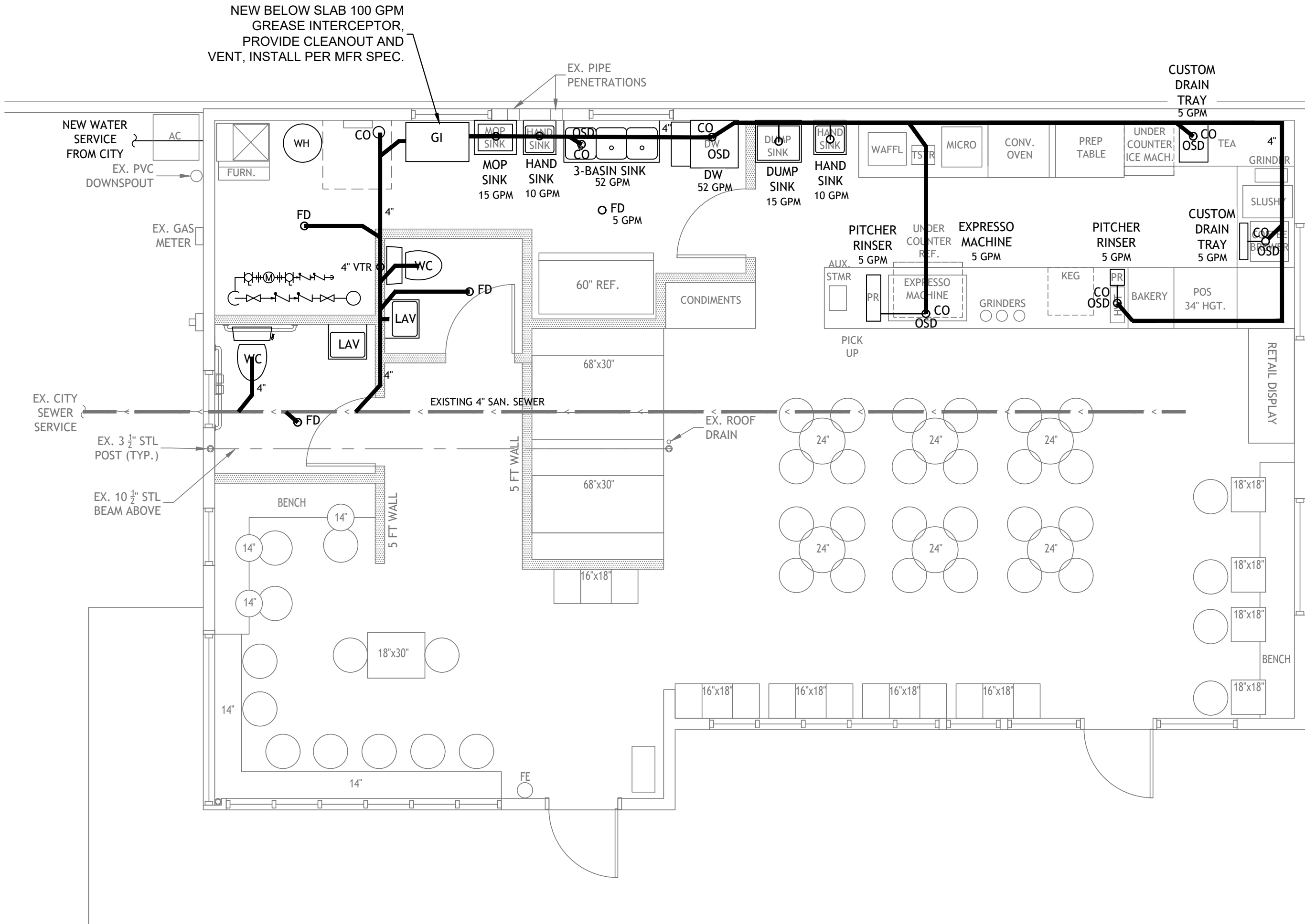
Drawn By DH

Checked By RL

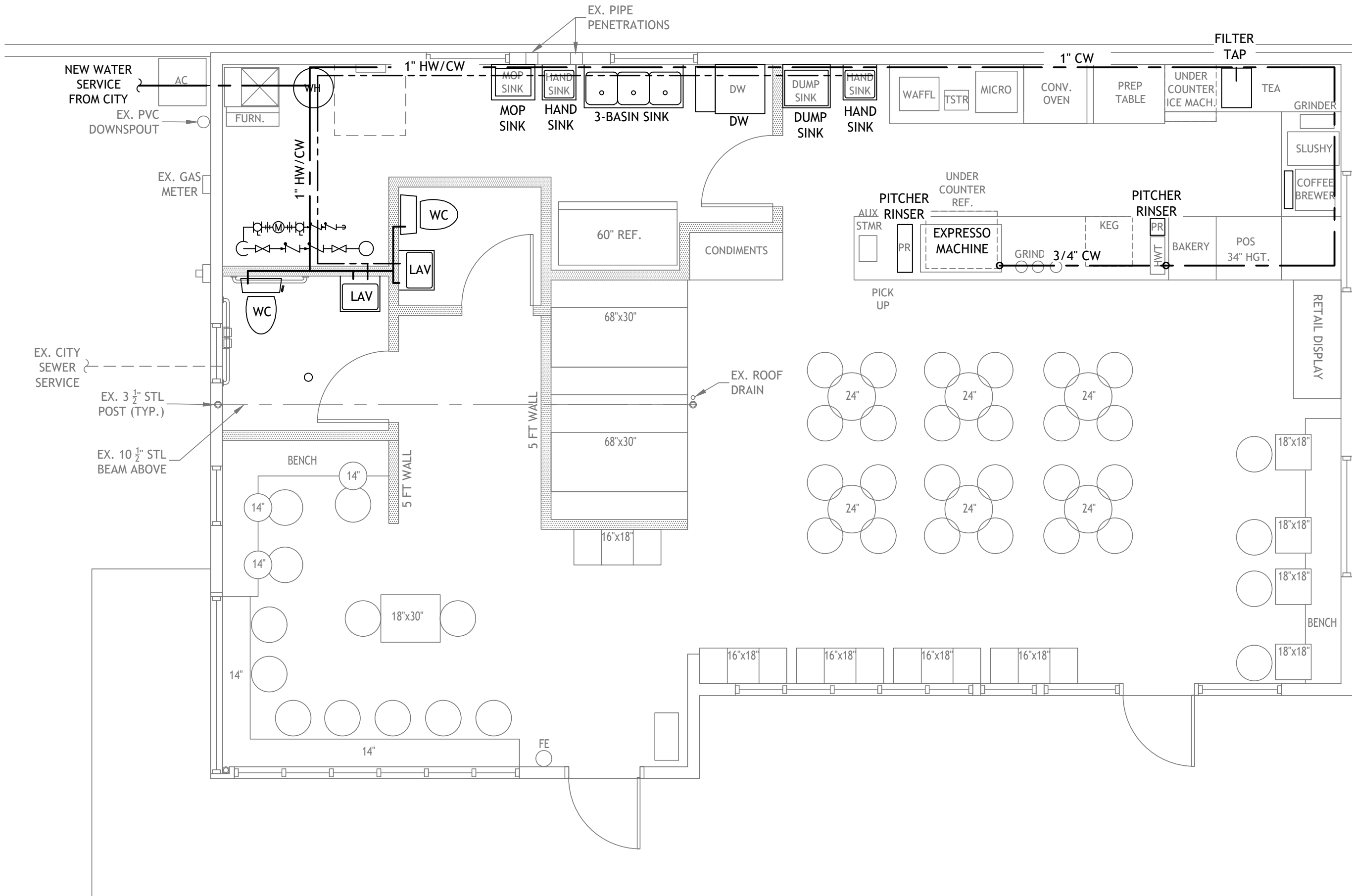
Sheet:

A3

PROJECT NUMBER



1 PLUMBING WASTE PLAN
P1 SCALE 1/4"= 1'-0"



2 PLUMBING SUPPLY PLAN
P1 SCALE 1/4"= 1'-0"

GENERAL PLUMBING NOTES

ALL BACKFLOW PREVENTERS ARE REQUIRED TO BE INSTALLED, SERVICED BY AN ILLINOIS LICENSED PLUMBER WORKING FOR AN ILLINOIS LICENSED PLUMBING CONTRACTOR AND BE TESTED AND CERTIFIED BY A LICENSED CROSS CONNECTION CONTROL DEVICE INSPECTOR AS REQUIRED BY ILLINOIS PLUMBING CODE

THE WATER TEMPERATURE REQUIREMENTS OF THE 750 FOOD SERVICE SANITATION CODE SHALL BE FIELD VERIFIED AT FINAL INSPECTION. ALL HOT WATER OUTLETS ARE REQUIRED TO HAVE AN ADEQUATE SUPPLY OF HOT WATER WITH ALL POINTS DRAWING HOT WATER AT THE RATES REQUIRED BY ILLINOIS PLUMBING CODE 890.APPENDIX A TABLE P.

ILLINOIS PLUMBING CODE 890.700 D) SPECIFICALLY REQUIRES THAT SERVICE, MOP, LAUNDRY, UTILITY OR SIMILAR SINKS BE PROVIDED WITH AN ADEQUATE SUPPLY OF MINIMUM 120 DEGREE FAHRENHEIT WATER.

ALL LAVATORIES IN A PUBLIC SETTING ARE REQUIRED BY ILLINOIS PLUMBING CODE 890.680 E) TO HAVE THE HOT WATER SUPPLY TEMPERATURE LIMITED TO 110 DEGREES F BY MEANS OF AN ASSE 1070 OR 1017 AUTOMATIC SAFETY WATER MIXING DEVICE.

THE TOP RIM EDGE OF ALL SUMP, EJECTOR BASINS, FLOOR DRAINS AND FLOOR SINKS DRAINING TO A SANITARY SEWER SHALL BE INSTALLED FLUSH WITH THE FINISHED FLOOR LEVEL OR SLIGHTLY BELOW FINISH FLOOR LEVEL AS REQUIRED BY ILLINOIS PLUMBING CODE 890.1370.

ALL SUMPS OR HUB DRAINS RECEIVING CLEAR WATER WASTE, SEEPAGE WATER OR FOOTING DRAINS SHALL BE INSTALLED WITH THE TOP RIM A MINIMUM OF TWO-INCHES ABOVE THE FINISHED FLOOR AS REQUIRED BY ILLINOIS PLUMBING CODE 890.1370 A) 3). A MINIMUM 18" CLEARANCE IN FRONT OF ALL CLEAN- OUT ACCESS POINTS FOR DRAIN LINE MAINTENANCE AND THAT THEY SHALL NOT BE OBSTRUCTED BY INSTALLED EQUIPMENT.

ALL CLEAR WATER WASTE(S) SUCH AS THE WATER HEATER/FURNACE CONDENSATE FROM COMBUSTION, AIR CONDITIONING, HUMIDIFIER DISCHARGE WATER, WATER HEATER RELIEF VALVE DISCHARGE LINES, WATER SOFTENER BACKWASH, BACKFLOW ASSEMBLY RELIEF VALVE DISCHARGES LINES, ETC. SHALL DISCHARGE THROUGH A PHYSICAL AIR-GAP AS DEFINED BY ILLINOIS PLUMBING CODE 890.1010 (E), 890.1040 INTO A FLOOR DRAIN, HUB DRAIN OR OTHER SANITARY RECEPTOR LOCATED IN A FULLY VISIBLE AND ACCESSIBLE LOCATION IN THE SAME ROOM AS REQUIRED BY ILLINOIS PLUMBING CODE 890.1370 (A) (B) (C) AND AS ADDITIONALLY REQUIRED BY ILLINOIS PLUMBING CODE 890.1230 D).

THE MINIMUM REQUIRED DUAL-CHECK BACKFLOW PREVENTER FOR THE ICE MACHINE WATER SUPPLY TO BE PROVIDED AS REQUIRED BY ILLINOIS PLUMBING CODE 890.1130 AND 890.1140.

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbcglobal.net

PROJECT NAME:
TALA COFFEE
ROASTERS

Project:
INTERIOR BUILD-OUT AND
EXTERIOR REMODEL OF
AN EXISTING 1 STORY
COMMERCIAL BUILDING

ADDRESS:
93 GREEN BAY ROAD
WINNETKA, IL 60093

Preliminary Drawings 01.17.22

Drawn By DH

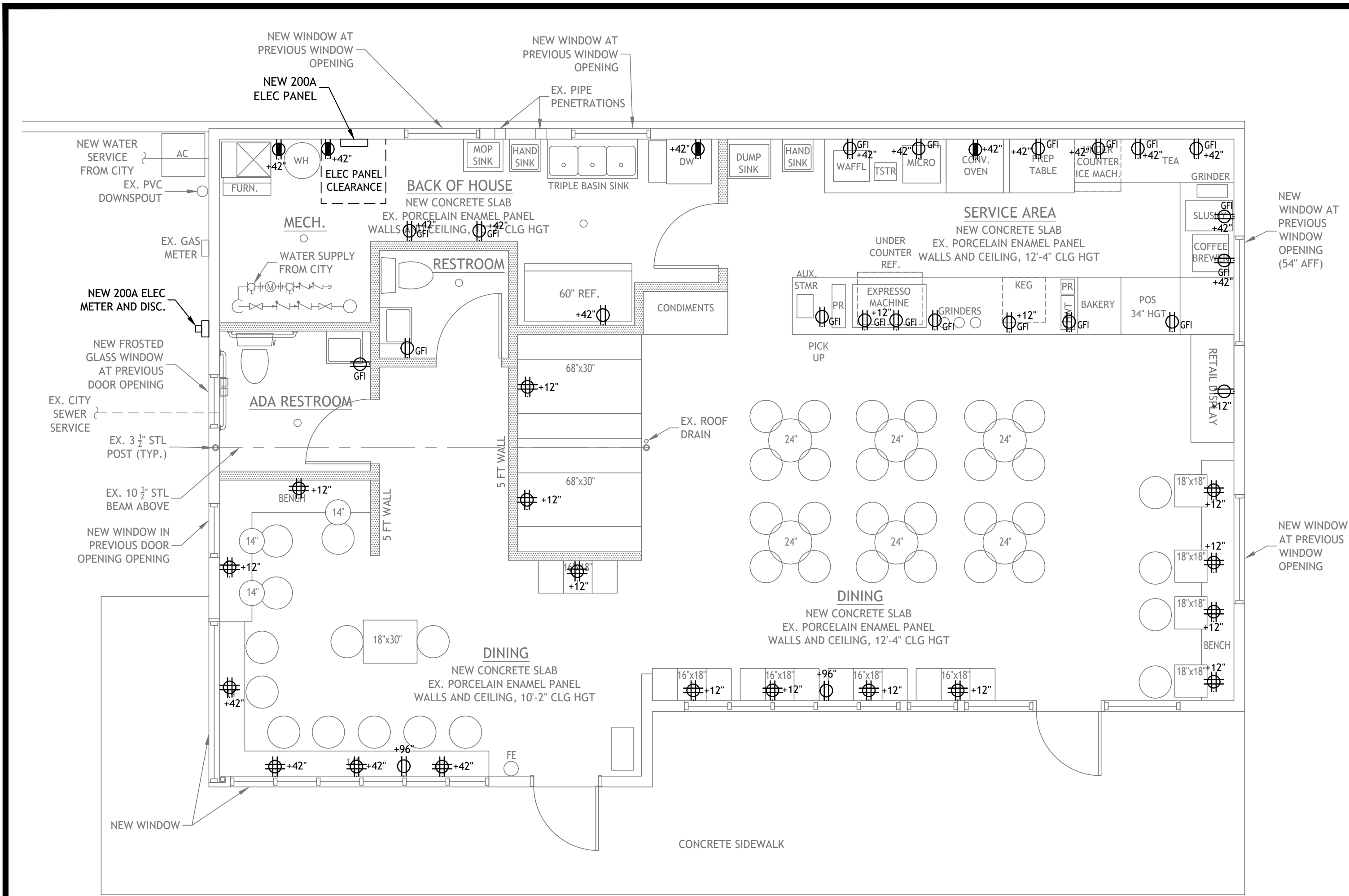
Checked By RL

Sheet:

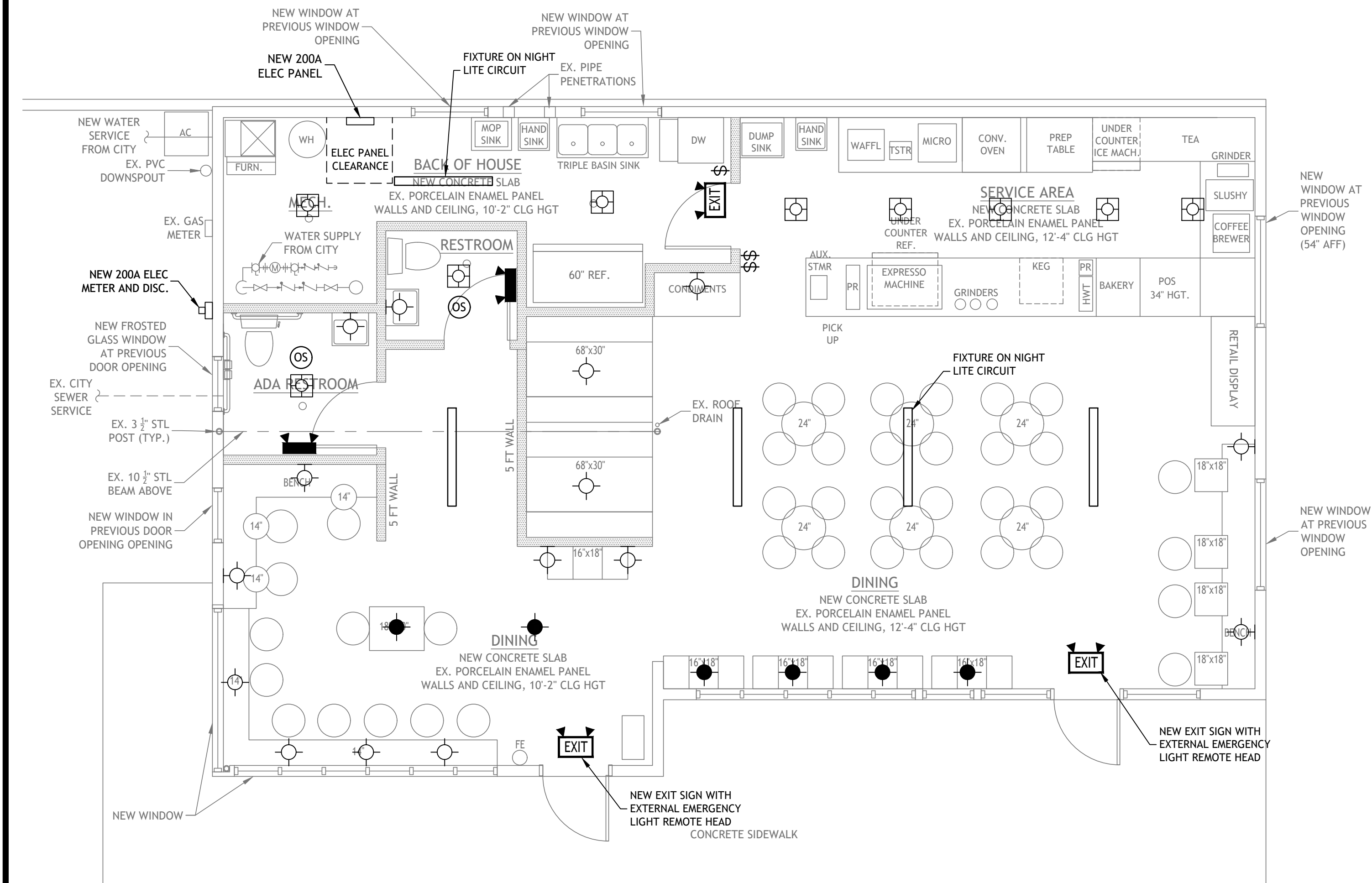
P1

- of -

PROJECT NUMBER



1 ELECTRICAL POWER PLAN
E1 SCALE 1/4" = 1'-0"



2 ELECTRICAL LIGHTING PLAN
E1 SCALE 1/4" = 1'-0"

- SYMBOL LIST**
(NOT ALL SYMBOLS ARE USED)
- MODERN WORK LIGHT FIXTURE
 - CEILING MOUNTED FIXTURE
 - WALL SCONCE
 - PENDANT
 - EXIT SIGN WITH EMERGENCY LIGHT
 - DIRECTIONAL EXIT SIGN
 - BATTERY PACK EMERGENCY LIGHT
 - SINGLE POLE TOGGLE SWITCH
 - 3 WAY SWITCH
 - DIMMER SWITCH, SEE PLANS FOR WATTAGE.
 - OCCUPANCY SENSOR
 - DUPLEX GROUND FAULT (GFI) RECEPTACLE
 - DUPLEX RECEPTACLE
 - DUPLEX RECEPTACLE IN FURNITURE PANEL
 - RECEPTACLE AND USB
 - DUPLEX RECEPTACLE ON DEDICATED CIRCUIT

LIGHTING FIXTURE NOTES

- PROMPTLY AFTER AWARD OF CONTRACT AND PRIOR TO ORDERING LIGHTING FIXTURES LISTED BELOW, THE ELECTRICAL CONTRACTOR SHALL SUBMIT EIGHT (8) SETS OF CATALOG CUTS FOR ARCHITECT / ENGINEER REVIEW. THE ELECTRICAL CONTRACTORS BID SHALL BE BASED ON THE FIXTURES SPECIFIED BELOW. IF THE ELECTRICAL CONTRACTOR PROPOSES ALTERNATE FIXTURE SELECTIONS, THEY MUST BE LISTED ON THE BID PROPOSAL AS A DEDUCTIVE ALTERNATE. CATALOG CUTS FOR ALL PROPOSED ALTERNATE SELECTIONS SHALL BE SUBMITTED WITH THE BID PROPOSAL. ALTERNATE FIXTURE SELECTIONS WILL NOT BE PERMITTED AFTER AWARD OF CONTRACT.
- REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATIONS AND MOUNTING HEIGHTS OF ALL LIGHT FIXTURES.
- ALL ACRYLIC LENS SHALL BE 100% VIRGIN ACRYLIC.
- ALL FLUORESCENT FIXTURES TO BE FURNISHED WITH ENERGY SAVING LAMPS AND ELECTRONIC BALLASTS. LAMPS TO BE "T8" 3500" K.
- ELECTRICAL CONTRACTOR SHALL PROVIDE IN-LINE FUSING FOR ALL FLUORESCENT OR HIGH INTENSITY DISCHARGE (H.I.D.) FIXTURES SERVED FROM 20 AMPERE CIRCUIT BREAKERS IF REQUIRED BY THE LOCAL ELECTRIC CODE.
- ALL EXIT SIGN, EMERGENCY LIGHT FIXTURES AND BATTERY UNITS ARE TO BE IN STRICT ACCORDANCE WITH THE LOCAL CODE AUTHORITY. ANY MODIFICATIONS TO UPGRADE SYSTEM SHALL BE INCLUDED IN THE BASE BID. ALL EXIT SIGN ARE TO BE INSTALLED IN A VISIBLE LOCATION. THE ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL STEMS WHERE NECESSARY TO DROP A SIGN BELOW AN OBSTRUCTION. ALL NIGHT LIGHTING, EMERGENCY AND EXIT SIGN LIGHTING SHALL BE ROUTED IN CONDUIT RACEWAY SEPARATE FROM ALL OTHER CIRCUITS.
- ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL REQUIRED MOUNTING HARDWARE (PENDANTS, STRUTS, SUPPORTS, ETC.) FOR FIXTURES MOUNTED IN EXPOSED AREAS.
- ALL INCANDESCENT LAMPS SHALL BE LONG LIFE, 2000 HOURS MINIMUM.
- ALL LIGHTING FIXTURES SHALL BEAR THE APPROPRIATE U.L. LABEL FOR THE USE AND UNION LABEL WHERE REQUIRED.
- ALL EXPOSED FLUORESCENT LAMPS IN ANY STEP OF FOOD PREPARATIONS (I.E. STORAGE, COOKING, PREPARATION, PICK-UP, ETC.) SHALL BE PROVIDED WITH RE-USABLE CLEAR POLYCARBONATE SAFETY LIGHT SHIELDS AND END CAPS AS MANUFACTURED BY HOUSE-O-LITE CORP., INC.
- FURNISH TO THE OWNERS REPRESENTATIVE ONE SCREW DRIVER FOR EACH TYPE OF TAMPER PROOF SCREW UTILIZED ON LIGHTING FIXTURES AT THE COMPLETION OF THE PROJECT.

LIGHT FIXTURE SCHEDULE (NOT ALL SYMBOLS ARE USED)						
ITEM	QTY	VOLTS	MOUNT	LAMPS	DESCRIPTION	REFERENCE MODEL
EXIT		120	CEILING	LED	EXIT SIGN/LIGHT WITH EMERGENCY LIGHT AND BATTERY PACK	
		120	WALL	H.I.T.	WALL MOUNT EMERGENCY LIGHT W/BATTERY PACK. TWO AIMABLE HEADS. NICAD BAT.	

ALL WIRING SHALL BE INSTALLED IN HEAVY WALL CONDUIT OR ELECTRIC METALLIC TUBING. EXCEPT EXTENSIONS LESS THAN 6' IN LENGTH MAY BE INSTALLED IN FLEXIBLE METAL CONDUIT, GREENFIELD OR EQUAL. VOLZ SECTION 8-8-11

EVERY COMMERCIAL ELECTRICAL SERVICE SHALL BE LABELED WITH THE ADDRESS OF THE PROPERTY. THE LABEL SHALL BE 1 3/4" HIGH EXTERIOR GRADE RED PLASTIC LAMINATE WITH WHITE LETTERS 1" TALL IN AN ARIAL FONT. NEC ARTICLE 230 AND VOLZ

EVERY BUILDING OR TENANT SPACE WITH MORE THAN ONE ELECTRICAL SERVICE SHALL HAVE EVERY SERVICE LABELED WITH THE ADDRESS OF EACH SPACE AND THE INDIVIDUAL ELECTRICAL SERVICE NUMBER. THE LABEL SHALL BE 2 1/2" HIGH EXTERIOR GRADE PLASTIC LAMINATE WITH WHITE LETTERS 5/8" TALL IN AN ARIAL FONT. NEC ARTICLE 230 AND VOLZ

ALL WIRING, RECESSED LIGHT FIXTURES, OUTLETS, AND ELECTRICALLY OPERATED EQUIPMENT WITHIN CEILING CAVITY SHALL MEET THE PLENUM REQUIREMENTS OF ARTICLE 300.22 (C) OF THE NATIONAL ELECTRIC CODE.

GENERAL POWER NOTES:

- ALL CIRCUITS ARE TO BE FED FROM RESPECTIVE PANEL(S). CIRCUITS ARE TO BE CONFIGURED AS FOLLOW:
 - * ALL BRANCH CIRCUITS TO CONTAIN #12AWG GROUND CONDUCTOR.
 - * ALL PHASE CONDUCTORS TO BE #12AWG MIN. UNLESS OTHERWISE NOTED.
 - * ALL NEUTRAL CONDUCTORS TO BE #10AWG MIN.
 - * MINIMUM CONDUIT SIZE TO BE 3/4".
- REFER TO ARCHITECTURAL PLANS FOR ALL GENERAL NOTES, DIMENSIONS, MOUNTING HEIGHTS, ETC.
- PROVIDE FIRE ALARM SYSTEM DEVICE IN LOCATION APPROVED BY VILLAGE.

Randolph F. Liebelt AIA, NCARB
900 North Shore Drive
Suite 100
Lake Bluff, Illinois 60044
PH (847) 615-0707
FAX (847) 574.6207
LA.Design@sbcglobal.net

PROJECT NAME: TALA COFFEE ROASTERS

Project:
INTERIOR BUILD-OUT AND
EXTERIOR REMODEL OF
AN EXISTING 1 STORY
COMMERCIAL BUILDING

ADDRESS:
93 GREEN BAY ROAD
WINNETKA, IL 60093

Preliminary Drawings 01.17.22

Drawn By DH

Checked By RL

Sheet:

E1

- of -

PROJECT NUMBER



Vanilla Milkshake (2141-70)
Benjamin Moore

In the Midnight Hour (1666)
Benjamin Moore

Tala – Interior Finish Concepts

- Natural light uplifts the space
- Light colors give an open, welcoming feel
- Plants and natural textures soften sleek lines
- Intentional design in every element

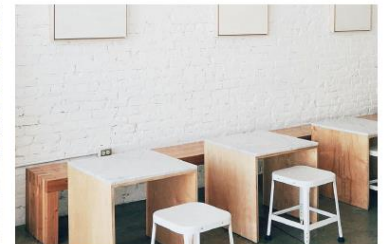
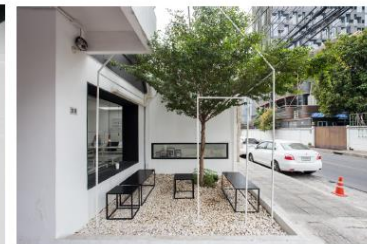


EXHIBIT E
APPROVED PLANS OF TENANT WORK
(TO BE ATTACHED AFTER APPROVED BY LANDLORD)

PERSONAL GUARANTY

THIS PERSONAL GUARANTY is given as of the _____ day of _____, 2022 by Ryan Hickman ("**Guarantor**") in favor of The Village of Winnetka, an Illinois home rule municipality ("**Village**").

RECITALS:

WHEREAS, the Village is the record title owner of the property commonly known as 93 Green Bay Road, Winnetka, Illinois ("**Property**"); and

WHEREAS, the Village and SAR, Incorporated, an Illinois corporation, d/b/a Tala Coffee Roasters ("**Tenant**") desire to enter into that certain Lease Agreement to be dated _____, 2022 ("**Lease**"); and

WHEREAS, the Lease, among other things, obligates Tenant to: (i) perform Tenant Work on the Property; and (ii) repay the Loan with interest to the Village; and

WHEREAS, as an inducement for the Village to enter into the Lease with Tenant, Guarantor desires to guaranty that certain obligations of Tenant shall be performed in the event that Tenant is unwilling or unable to perform those obligations in strict accordance with the terms of the Lease;

NOW, THEREFORE, in consideration of the Village entering into the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby guarantees, promises, and undertakes as follows:

1. **Recitals.** The foregoing recitals are incorporated into, and made a part of, this Personal Guaranty.

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

3. **Guarantor's Obligation for Tenant Work.** Guarantor unconditionally, absolutely and irrevocably guarantees, for the benefit of the Village the full, complete, prompt, and unconditional completion of: (i) Tenants obligations set forth in Section 3.3 of the Lease, including, without limitation, the submittal of plans for Tenant Work; and (ii) completion of all

Tenant Work in strict accordance with the terms of the Lease by the Commencement Date (collectively, ***“Tenant Work Obligations”***). In the event that Tenant does not perform the Tenant Work Obligations in strict accordance with the Lease, Guarantor shall, at the Village’s option, either: (a) complete, at Guarantor’s sole cost and expense, all Tenant Work Obligations; or (ii) if the Village completes the Tenant Work Obligations, reimburse the Village for all of its reasonable costs, including its attorneys’ fees and administrative costs, to complete the Tenant Work Obligations. The guaranties set forth in this Section 3 is a present and continuing guaranty of performance and/or payment and not merely a guaranty of collection, and the Village shall not be required to prosecute collection, enforcement or other remedies against the Guarantor or Tenant related to the Tenant Work, or to enforce or resort to any other rights or remedies pertaining to Tenant Work, before calling on Guarantor to satisfy the guaranties set forth in this Section 3. The obligations of Guarantor pursuant to this Section 3 shall survive the termination of the Lease.

4. **Guarantor’s Obligation for Repayment of Loan.** Guarantor unconditionally, absolutely and irrevocably guarantees, for the benefit of the Village the full, complete, prompt, and unconditional repayment to the Village of the Loan and all accrued interest thereon in accordance with and pursuant to the terms of the Lease (***“Loan Guaranty”***). This Loan Guaranty is a present and continuing guaranty of payment and of performance and not merely a guaranty of collection, and the Village shall not be required to prosecute collection, enforcement or other remedies against the Guarantor or Tenant related to the Loan, or to enforce or resort to any or other rights or remedies for the repayment of the Loan and accrued interest thereon before calling on Guarantor to repay the Loan and any accrued interest. The obligations of Guarantor pursuant to this Section 4 shall survive the termination of the Lease.

5. **Costs of Enforcement.** Guarantor shall reimburse the Village for all costs, reasonable attorney fees, and other actual, out-of-pocket expenses at any time expended or incurred by the Village in the enforcement of this Personal Guaranty.

6. **Termination.** This Personal Guaranty shall continue in full force and effect until the earlier to occur of: (i) Tenant’s completion of all Tenant Work in accordance with the Lease, the Village’s issuance of a certificate of occupancy for the Premises, and complete and full repayment of the Loan and all interest accrued thereon; or (ii) Guarantor’s performance of all of its obligations set forth in Sections 3 and 4 of this Personal Guaranty.

7. **Enforceability.** If any one or more provisions of this Personal Guaranty should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired, prejudiced or disturbed thereby. If at any time any portion of the obligations of Guarantor under this Personal

Guaranty shall be determined by a court of competent jurisdiction to be invalid, unenforceable or avoidable, the remaining portion of the obligations of Guarantor under this Personal Guaranty shall not in any way be affected, impaired, prejudiced or disturbed thereby and shall remain valid and enforceable to the fullest extent permitted by applicable law.

8. Modification. The terms of this Personal Guaranty may be waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No amendment, modification, waiver or other change of any of the terms of this Personal Guaranty shall be effective without the prior written consent of the Village.

9. Binding Effect. This Personal Guaranty shall inure to the benefit of the Village. This Personal Guaranty shall be binding on Guarantor and the heirs, legatees, successors and assigns of Guarantor.

10. No Waiver of Rights. No delay or failure on the part of the Village to exercise any right, power or privilege under this Personal Guaranty shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other power or right, or be deemed to establish a custom or course of dealing or performance between the parties hereto. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Personal Guaranty as of the date first above written.

GUARANTOR:

Ryan Hickman, an Individual

Address:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on _____, 2022, by
Ryan Hickman.

Signature of Notary

SEAL

My Commission expires:



Agenda Item Executive Summary

TITLE: Resolution No. R-81-2022: Approving Construction Design Services Contract for 93 Green Bay Road (Adoption)

PRESENTER: David Schoon

AGENDA DATE: August 16, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

8-16-22 Council consideration of Resolution No. R-80-2022, Approving a Lease Agreement with SAR, Incorporated, D/B/A Tala Coffee Roasters ("Tala") for 93 Green Bay Road (the "Subject Property").

EXECUTIVE SUMMARY:

On August 16, 2022, Village Council is scheduled to consider Resolution No. R-81-2022, approving an agreement with Ciorba Group, Inc. for construction design services for 93 Green Bay Road as well as for the Village parking lot to the south of 93 Green Bay Road. These design services are related to the proposed lease agreement with Tala for the 93 Green Bay Road property, which lease agreement can be found earlier on the Council agenda.

Given the lateness in the construction season, the Village plans to construct the Village parking lot improvements yet this year and the 93 Green Bay Road site and streetscape improvements next year. The Village parking lot improvements are dependent upon the Village securing a permit from the Illinois Department of Transportation in time to make the necessary improvements within the Green Bay Road right-of-way, which is a State highway.

Typically, the Village would solicit proposals from qualified design engineering firms to produce final design/engineering plans. However, considering the experience and knowledge gained from the services provided by Ciorba and Teska for the four phases of the streetscape project that have been completed in the Elm Street Business District and the desire to complete construction on the Village parking lot portion of this project yet this year, Village staff proposes to waive the competitive selection process and to work directly with the two existing firms to complete the necessary documents.

Ciorba and Teska have developed an appropriate scope of work to prepare final plans and specifications as well as bidding documents and bidding assistance, when necessary, for the construction of the site and streetscape improvements for 93 Green Bay Road and the Village parking lot.

The proposed design fees for the project are \$31,258.76 for Ciorba and \$30,750 for Teska Associates for a total of \$62,008.76. Teska will assist with finalizing the streetscape design elements and costs,

while Ciorba will prepare the construction plan documents, specifications, further refine cost estimates, and assist with completing the IDOT permitting process. Staff is proposing to pay for these design services utilizing \$46,379.38 out of the Business District Revitalization Fund, Account 420.15.01-650 Infrastructure, and \$15,629.38 out of the General Fund Street Rehabilitation Program, Account 100.35.23-650. Given adjustments to the Street Rehabilitation Program for this year, which the Council discussed earlier this year, there are funds available in this account to pay for a portion of these design services.

RECOMMENDATION:

Should the Council approve Resolution No. R-80-2022, which would approve a lease agreement with Tala for the subject property, the Village Council will want to consider Resolution No. R-81-2022, Waiving Bidding and Approving an Agreement with Ciorba Group, Inc. for Construction Design Services. The construction design services would be for site and streetscape improvements for the 93 Green Bay Road property as well as improvements to the adjacent Village parking lot.

ATTACHMENTS:

1. Resolution No. R-81-2022: Waiving Bidding and Approving an Agreement with Ciorba Group, Inc. for Construction Design Services (93 Green Bay Road)

**A RESOLUTION WAIVING BIDDING AND APPROVING
AN AGREEMENT WITH CIORBA GROUP, INC. FOR
CONSTRUCTION DESIGN SERVICES (93 GREEN BAY ROAD)**

WHEREAS, the Village of Winnetka ("**Village**") is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is the owner of the property commonly known as 93 Green Bay Road, Winnetka, Illinois ("**Property**"); and

WHEREAS, the Village Council of the Village of Winnetka ("**Village Council**") plans to enter into a lease agreement with Sar, Incorporated d/b/a Tala Coffee Roasters ("**Lease Agreement**") to develop and operate a coffee shop at the Property ("**Development**"); and

WHEREAS, under the proposed Lease Agreement, the Village is responsible for the procuring construction design services, including, but not limited to, the preparation of plans, specifications, and cost estimates related to the Development (collectively, "**Services**"); and

WHEREAS, Ciorba Group, Inc. of Chicago, Illinois ("**Contractor**") is uniquely qualified to provide the Services necessary for the Development; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Contractor has offered to provides the Services to the Village for a total price not to exceed \$62,008.76 ("**Agreement**"); and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Services pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) enter into an agreement with Contractor to provide the Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Services; and (ii) enter the Agreement with Contractor to provide the Services;

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing

Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

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

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 16th day of August, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

93 GREEN BAY ROAD FINAL DESIGN

VILLAGE OF WINNETKA

Design services are required to prepare plans, specifications, and cost estimates for the site development at 93 Green Bay Road and resurfacing and restriping of adjacent Village owned parking lot along Green Bay Road (1,000').

Work will include preparation of 75% and final plans, special provisions and cost estimates for the site development, Village parking lot resurfacing and striping, revisions/final coordination with IDOT on permit drawings, and Streetscape elements included in Teska's scope of work (attached).

Survey of this area was previously completed under a separate contract. 60% plans and initial IDOT submittal were completed under a separate contract.

1. **Meetings, Coordination and Data Collection**
 - a. Coordination with Village Staff
 - b. Progress Meeting with Village Staff (3 Virtual Meetings)
 - c. Coordination with Village Staff, Teska and IDOT.
 - d. Obtain Private Utility Atlas's
 - e. One Site visit by staff (2 people)
2. **Plans (Revisions to IDOT submittal and further development to site plans), Specifications and Estimates (75% and 100% submittals)**
 - a. Title Sheet (1 Sheet)
 - b. Typical Sections (1 Sheet)
 - c. Alignment, Ties and Benchmarks (1 Sheet)
 - d. Index of Sheets/General Notes (1 Sheet)
 - e. Existing Conditions/Removal Plans (3 Sheets)
 - f. Proposed Plan (3 Sheets)
 - g. Pavement Marking and Signing Plans (3 Sheets)
 - h. Utility Sheets (within IDOT ROW) (3 Sheets)
 - i. Maintenance of Traffic Plans (2 Sheets)
 - MOT General Notes and Descriptions
 - MOT Typical Sections
 - j. Roadway details including IDOT Standards.
 - k. ADA details as required by IDOT review (assume 2 drive way crossings and corner)
 - l. Streetscape Plans (Provided by Teska)
 - Streetscape Enhancements - Hardscape and Site Furnishing Plans/Enlargements
 - Landscape Planting Plans
 - Details and General Notes
 - m. Quantity Calculations and Construction Cost Estimates
 - n. Specifications conforming to IDOT Standard Specifications for Road and Bridge Construction and the Village of Winnetka requirements. Special Provisions will be prepared for pay items not included in the Standard Specifications or that are Village specific requirements.

SCOPE OF SERVICES
93 GREEN BAY ROAD DESIGN
VILLAGE OF WINNETKA

- 3. Permits**
 - a. Completion of IDOT permit process (address comments and provide dispositions)
- 4. Bidding Assistance**
 - a. Answer bidder questions and issue clarifications as necessary
 - b. Review and tabulate bids
 - c. Contact bidder references as needed
 - d. Review Contractor alternative streetscape recommendations
- 5. QA/QC**
 - a. Provide QA/QC review of Contract documents at each submittal
- 6. Project Management & Administration**
 - a. Provide project oversight.
 - b. Prepare invoices and progress reports.
 - c. Project control of scope, schedule, and budget.

DESIGN SUMMARY FEE
93 GREEN BAY ROAD FINAL DESIGN
VILLAGE OF WINNETKA

See attached exhibits

Ciorba \$ 31,258.76

Teska \$ 30,750.00

Total \$ 62,008.76

Total Cost = \$62,008.76



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm Ciorba Group, Inc
 Client Village of Winnetka
 County
 Job No.

Date 06/16/22
 Overhead Rate 0.00%
 Complexity Factor 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.8+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Meetings, Data Collection & Coordination	31	\$ 1,995.58	\$ 5,587.62			\$ 5,587.62	9.01%
	Topographic Survey				\$ 65.00		\$ 65.00	0.10%
	Water Resources	5	\$ 350.00	\$ 980.00			\$ 980.00	1.58%
	Engineering Plans	118	\$ 7,487.05	\$ 20,963.74			\$ 20,963.74	33.81%
	Bidding Assistance	4	\$ 280.00	\$ 784.00			\$ 784.00	1.26%
	QC/QA	8	\$ 548.00	\$ 1,534.40			\$ 1,534.40	2.47%
	Project Management & Administration	6	\$ 480.00	\$ 1,344.00			\$ 1,344.00	2.17%
	Teska					\$ 30,750.00	\$ 30,750.00	49.59%
	TOTALS	172	\$ 11,140.63	\$ 31,193.76	\$ 65.00	\$ 30,750.00	\$ 62,008.76	100.00%

STAFF HOURS
Village of Winnetka
93 Green Bay Road Part B (Design)

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
		172	3	7	57	36	44	19	6
1. Meetings, Data Collection & Coordination	Task Total:	31			15		12	4	
010 Meetings	Subtotal:	3			3				
	Meetings with Village - 1 hr meetings x 3 meetings	3			3				
011 Coordination	Subtotal:	16			8		8		
	Coordination with Project Team	6			6				
	Coordination with Utilities	8			2		6		
	Submit Plans to Utilities	2					2		
012 Data Collection	Subtotal:	12			4		4	4	
	Obtain Utility Atlases	4						4	
	Site Visits by Staff (4 hrs/visit x 2 people)	8			4		4		
3. Water Resources	Task Total:	5			1	4			
035 Permits	Subtotal:	5			1	4			
	Permit - IDOT	5			1	4			
5. Engineering Plans	Task Total:	118			33	32	32	15	6
055 Contract Plans	Subtotal:	33			7	9	9	2	6
	Typical Sections (1 sheet)	3			1		2		
	Alignment, Ties and Benchmarks (1 sheet)	8				2			6
	Index of Sheets/General Notes (1 sheet)	2				1	1		
	Summary of Quantities (1 sheet)	8			2		6		
	Plan Assembly - 2 Submittals	4				2		2	
	Plan Review - 2 Submittals	4			2	2			
	Disposition of Comments - 2 Submittals	4			2	2			
056 Roadway Plans	Subtotal:	53			10	17	23	3	
	MOT General Notes and Description (1 sheet)	2			1		1		
	MOT Typical Sections (1 sheets)	2			1		1		
	Pavement Marking and Signing Plans (1"=20') (3 sheets)	5			2	3			
	Plan and Elevation Sheets (1"=20') (3 sheets)	11			2	3	6		
	Removal Sheet/Existing Conditions (1"=20') (3 sheets)	5				2	3		
	Utility Plans (1"=20') (3 sheets)	7			1	3		3	
	Details including IDOT Standards	3					3		
	ADA Ramp Details (1 corner and 2 driveway crossings)	18			3	6	9		

STAFF HOURS
Village of Winnetka
93 Green Bay Road Part B (Design)

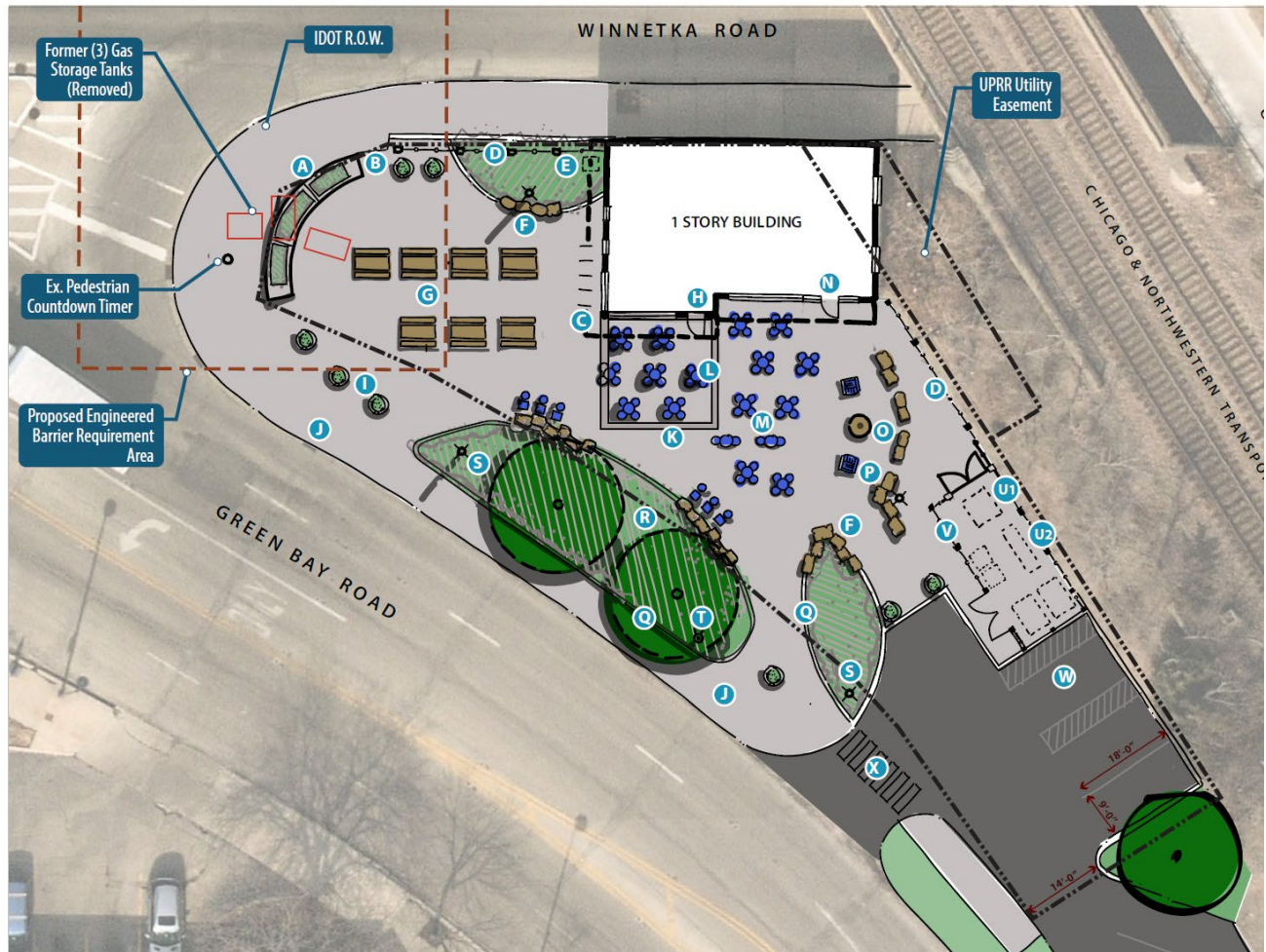
Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
058	Quantity Calculations	Subtotal: 18			2	6		10	
	Quantities (Roadway)	18			2	6		10	
059	Specifications & Estimates	Subtotal: 14			14				
	Specifications	10			10				
	Estimate of Cost (Pre-final & Final)	4			4				
6.	Construction Engineering / Phase III Assis.	Task Total: 4			4				
087	Construction Assistance	Subtotal: 4			4				
	Bidding Assistance	4			4				
7.	QC/QA	Task Total: 8		4	4				
090	QC/QA	Subtotal: 8		4	4				
	Roadway	8		4	4				
8.	Project Management & Administration	Task Total: 6	3	3					
100	Project Management & Administration	Subtotal: 6	3	3					
	Project Administration	3	3						
	Project Management	3		3					

Teska Scope and Fee

SCOPE OF SERVICES | 93 GREEN BAY ROAD STREETSCAPE IMPROVEMENTS

Study Area

The study area for the 93 Green Bay Road Streetscape generally includes the site, streetscape and landscape enhancements prepared for the 93 Green Bay Road property in Winnetka, prepared by Teska Associates in March 2022 and pictured below.



Teska will be responsible for design of surface pavement treatments, site furnishings and landscape plantings. Below grade improvements, utility work, curb, and roadway work by others.

CONSTRUCTION DOCUMENTS

1. **Topographical Survey and Base Data:** Prior to conducting streetscape design tasks, Teska will obtain topographical survey and base information to be provided by others.
2. **Prepare Streetscape Bid Documents:** Based on roadway and sidewalk geometric plans prepared by Ciorba, Teska will produce streetscape and landscape plan documents at the 75% and 100% levels. The documents will be prepared in AutoCAD format atop Ciorba's base files. The documents will be organized for Village Council presentation as well as construction documents. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, seating boulders, decorative unit pavers, site furnishings, fencing, screening, and landscape plantings. The streetscape documents will be supported by materials and products catalogue cuts and photographs, outline specifications and cost estimate. Coordination with Ciorba shall be conducted by phone and email. A preliminary sheet layout for Teska's streetscape sheets may include, but is not limited to:

SHEET NUMBERS	DESCRIPTION
L1-L4	Streetscape Enhancements - Hardscape + Layout Plans / Enlargements
L5-L7	Streetscape Enhancements - Site Furnishings Plans / Enlargements
L8-L10	Streetscape Enhancements - Landscape Planting Plans
L11-L14	Details / General Notes
Word format	Specifications
Excel format	Quantities List / Cost Estimate

3. **Bid Assistance.** Provide assistance during public bidding phases of the project. Bid assistance may include: review bids; contact bidder references as needed; confirm bids conform to the project documents; and assist the design team with contractor recommendations.
4. **Construction Document Meetings:** Participate in meetings to present concept materials and receive feedback. Prepare presentation graphics as needed. Conduct workshop style meetings and sketch ideas with participants towards achieving consensus about the design improvements. Meetings are available as in-person and video conference. The following meetings are anticipated:
 - a. Village Staff meetings (2)
 - b. Village Council presentations (1)
5. **Construction Observation:** Provide construction phase design assistance as follows :
 - a. *Shop Drawing Review.* Teska will review and stamp shop drawing submittals. 4 submittals are anticipated.
 - b. *Field Reviews and Reports.* Throughout construction, Teska will make site reviews to provide guidance and to address questions in the field. Field reviews will be

documented with field reports as required. Field reviews are anticipated to review hardscape layout, furnishings layouts, and plantings layouts. (2) Field reviews and reports are included.

- a. *Punch List Review and Report.* Teska will make a punch list review and provide a punch list report for all installed items. (1) Punch list review and report is included.

END OF 93 GREEN BAY ROAD STREETScape SCOPE



WINNETKA 93 GREEN BAY ROAD SITE + STREETScape
Project Fees 06/15/22

Study area: 93 Green Bay Road, based on Teska Concept

		TESKA ASSOCIATES					
		Principal/PM		Assoc LA		SUBTOTAL	
		\$160		\$115			
CONSTRUCTION DOCUMENTS							
1	REVIEW TOPO SURVEY BASE DATA	0	\$0	6	\$690	\$690	
2	75% STREETScape DOCUMENTS						
	Prepare 75% streetscape documents - hardscape + layout sheets	2	\$320	34	\$3,910	\$4,230	
	Prepare 75% streetscape documents - furnishings sheets	0	\$0	22	\$2,530	\$2,530	
	Prepare 75% streetscape documents - landscape sheets	0	\$0	16	\$1,840	\$1,840	
	Prepare 75% streetscape documents - details sheets	0	\$0	16	\$1,840	\$1,840	
	Prepare 75% streetscape documents - streetscape specifications	2	\$320	6	\$690	\$1,010	
	Prepare 75% streetscape documents - streetscape quantities & costs	2	\$320	4	\$460	\$780	
3	100% STREETScape DOCUMENTS						
	Prepare 100% streetscape documents - hardscape + layout sheets	2	\$320	34	\$3,910	\$4,230	
	Prepare 100% streetscape documents - hardscape + furnishings sheets	0	\$0	22	\$2,530	\$2,530	
	Prepare 100% streetscape documents - landscape sheets	0	\$0	12	\$1,380	\$1,380	
	Prepare 100% streetscape documents - details sheets	0	\$0	4	\$460	\$460	
	Prepare 100% streetscape documents - streetscape specifications	2	\$320	4	\$460	\$780	
	Prepare 100% streetscape documents - streetscape quantities & costs	2	\$320	4	\$460	\$780	
4	MEETINGS						
	Prep / attend Village Staff meetings (2)	6	\$960	6	\$690	\$1,650	
	Prep / attend Village Council meetings (1)	6	\$960	6	\$690	\$1,650	
5	BID ASSISTANCE						
	Assist with bid review	4	\$640	0	\$0	\$640	
6	CONSTRUCTION OBSERVATION						
	Review / stamp shop drawings submittals (2 hrs ea @ 4)	2	\$320	8	\$920	\$1,240	
	Field reviews + reports (4 hrs ea @ 2)	4	\$640	8	\$920	\$1,560	
	Punch list review + report (4 hrs ea @ 1)	2	\$320	4	\$460	\$780	
	SUBTOTAL DESIGN FEES	36	\$5,760	216	\$24,840	\$30,600	
	REIMBURSABLES					\$150	
	TOTAL					\$30,750	



Agenda Item Executive Summary

TITLE: Resolution No. R-82-2022: Approving an Agreement with Biagi Plumbing Corporation for the Installation of a Water Service Line at 93 Green Bay Road (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: August 16, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

In the Spring of 2021, the Village released a request for proposal for the redevelopment of the Village owned property located at 93 Green Bay Road. The Village Council selected Tala Coffee. Redevelopment of the building site requires a 6" water service line to support a fire sprinkler system in the building. As part of the site agreement, the cost for the water service line is to be funded by the Village.

EXECUTIVE SUMMARY:

The Village owned property located 93 Green Bay Road is being redeveloped for use as an indoor cafe with space for outdoor seating and a public gathering space. Redevelopment of the building requires the installation of a fire sprinkler system. The building is currently served by a 3/4" water service line which is insufficient to serve a fire sprinkler system. In response to the Council's desire to advance redevelopment of the property in 2022, staff has identified a funding source and requests the Village Council's consideration of a contract award for the new water service line.

The Water & Electric Department issued Bid Number 022-031 for the installation of a new 6" water service line at 93 Green Bay Road. The bid notice for the water service line was posted to the on-line bidding service Demand Star and sent to eleven local contracting companies. Staff received three bids for the project as summarized below:

Lenny Hoffman Excavating: \$122,344
Biagi Plumbing Corporation: \$91,500
DaVinci Plumbing: \$86,000

The scope of work included in the contract document is inclusive of all labor, material, equipment, traffic control, mobilization and spoil removal associated with the installation of a new 6" ductile iron water service to the building and the disconnection of the existing 3/4" lead service line from the existing 10" water main located in the Winnetka Avenue road right-of-way. Water & Electric will provide the tapping sleeve, service valve and perform the pressure tap for the valve onto the 10" main.

The bid submitted by DaVinci Plumbing was deemed non-responsive as the bidder failed to provide a bid bond. Biagi Plumbing Corporation has previously performed work for the Village. The contractor has installed a water service lines, repaired internal building plumbing and repaired water main valve vaults. These projects were completed in a satisfactory manner. Staff is recommending acceptance of Biagi Plumbing Corporation's bid as the lowest responsive bidder.

Bids for this project were received in June 2022. The bid document required all bidders to honor their bids for a period of 45 days and a requirement to complete the project by August 16th. Due to delays associated with the redevelopment agreement, the contract award for the water service line was not presented for Village Council consideration in June. Biagi has provided written confirmation to the Village that their original bid is still valid and agreed to a project completion date of November 1, 2022 (Reference Exhibit 1).

The FY2022 Water Fund Budget does not contain funding specifically allocated for this project. In order to advance site development work, staff was asked to identify potential funding sources for the project. Staff is proposing that the Water Fund Budget fund the water service line work. Due to a change in state law related to the treatment of partial lead service lines, the Village has deferred two 2022 water main projects (Cherry St.& Scott Ave.) budgeted at \$766,750. A portion of this funding could be re-allocated for the water service project at 93 Green Bay Road.

Resolution No. R-82-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Biagi Plumbing Corporation for the installation of a water service line at 93 Green Bay Road in an amount not to exceed \$91,500.

RECOMMENDATION:

Consider adoption of Resolution No. R-82-2022: Awarding a Contract to Biagi Plumbing Corporation for the Installation of a Water Service Line at 93 Green Bay Road.

ATTACHMENTS:

1. Resolution No. R-82-2022: Approving Agreement with Biagi Plumbing Corporation for Installation of a Water Service Line (93 Green Bay Road)

**A RESOLUTION APPROVING AN AGREEMENT WITH
BIAGI PLUMBING CORPORATION FOR THE INSTALLATION OF
A WATER SERVICE LINE AT 93 GREEN BAY ROAD**

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

WHEREAS, the Village is the owner of the property commonly known as 93 Green Bay Road, Winnetka, Illinois ("***Property***"); and

WHEREAS, the Village Council of the Village of Winnetka ("***Village Council***") plans to enter into a lease agreement with Sar, Incorporated d/b/a Tala Coffee Roasters to develop and operate a coffee shop at the Property ("***Lease Agreement***"); and

WHEREAS, under the proposed Lease Agreement, the Village will be responsible for the disconnection of an existing water service line and installation of a new water service line at the Property (collectively, "***Services***"); and

WHEREAS, the Village issued request for bids No. 022-031 ("***Request for Bids***") seeking qualified firms to provide the Services; and

WHEREAS, the Village received three bids to provide the Services ("***Bids***") and opened the Bids on June 6, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Biagi Plumbing Corporation of Gurnee, Illinois ("***Contractor***") is the lowest responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the provision of the Services from Contractor in an amount not to exceed \$91,500.00 ("***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 as **Exhibit A**, and in a final form approved by the Village Manager.

August 16, 2022

R-82-2022

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.

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 16th day of August, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

August 16, 2022

R-82-2022

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #022-031

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Water Service Line 93 Green Bay Rd.**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **10:00 AM** (local time), **Monday, June 6, 2022**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference
None.

Inspection and Examination

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

Preparation of Contract Proposals

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

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact **Anthony Vasquez, Assistant Finance Director** via email only at avasquez@winnetka.org no later than **May 31, 2022**.

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: May 26, 2022
Village of Winnetka

By: Anthony Vasquez
Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #022-031

CONTRACT FOR

Water Service Line 93 Green Bay Rd

Full Name of Bidder _____ ("Bidder")
Principal Office Address _____
Local Office Address _____
Contact Person _____ Telephone Number _____

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

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

1. Work Proposal

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

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

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

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

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

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

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

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

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the ***Village will not pay more than the lump sum price 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 ***August 12, 2022.***

4. Financial Assurance

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

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws;

any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate,

or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

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

Printed Name: _____

Title/Position: _____

Bidder's Business Telephone: _____ Facsimile: _____

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

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

Scope: Contractor to provide material, labor, and equipment to install 6" ductile water service at 93 Green Bay Road and perform disconnection of existing ¾" domestic service line.

Contractor to provide and/or perform the following:

- Traffic control including any needed signage and/or flaggers.
- Temporary fencing and/or steel plates as needed to secure the site.
- Sawcut as necessary from 10" water main, located approximately in the middle of Winnetka Avenue, to the 93 Green Bay Road property along with any additional sawcutting for the service line trench on the 93 Green Bay Road property.
- If required, remove and/or create opening in existing concrete retaining wall in order to the route water service line onto the 93 Green Bay Road property.
- Sawcut floor internally in building for installation of service line.
- Excavate around main for installation of valve vault and install shoring for tapping of water main.
- Excavate for 6" ductile water service (cement lined, Class 55 or greater) line. Minimum desired depth is 5'-0" to top of service line. Estimated length of service line is 50 feet (not including length of elevation changes.).
- Install 60" precast offset valve vault with associated manhole collars and lid.
- Water service line will be routed south from water main onto the 93 Green Bay Road property and turn east into the northwest corner of the building. Service line will extend into the building to a location, ~7 ft. from the west wall and 8 ft. from the north wall.
- Water service line to be bedded in CA-6. Water service line will be backfilled with a minimum of 2' cover of CA-6 over the water service line. Flowable fill is required to bottom depth of the existing asphalt pavement. Final asphalt restoration to match existing asphalt depth which is estimated at 6".
- Contractor to replace and restore any removed sections of concrete curb and sidewalk.
- Contractor to restore interior building floor with cement.
- Contractor responsible for the proper disposal of all spoils.
- Water service line will be "stubbed" up from floor elevation approximately 2 ft.. At end of service line, install 90 degree fitting and 6" service valve. Valve to be supported.
- Contractor to provide a reducing fitting on valve for flushing.
- Provide and install direct tap corporation valve in valve vault for pressure test and chlorination.
- Pressure test main (150 psi for 60 minutes). Test to be scheduled and witnessed by Village.
- Flush and chlorinate service line. Contractor will need to provide hose for flushing of water service line.
- Install polywrap around water service line prior to backfilling.
- All fittings will be megalugs.
- Contractor responsible for clean up and site restoration. Asphalt parking lot on 93 Green Bay Road site will be backed with CA-7 and capped with CA-6.

Village of Winnetka will provide the following:

- Waiver of permit fees from Village of Winnetka
- Village to provide tapping sleeve and valve.
- Village will perform physical pressure tap of water main and install valve.

Other Requirements:

- Project is to be completed, including restoration, no later than August 12, 2022. An earlier completion date is preferred.
- Prevailing Wage Rates are required.
- Site Inspection: Building is currently vacant and available for contractor to inspect. If internal inspection is required prior to bidding, contractor to contact Brian Keys, Director of Water & Electric at (847) 716-3556, to schedule an appointment.
- Contractor will be responsible for any costs associated with the need to re-chlorinate and/or retest the water service line if initial samples do not pass.
- All work shall be performed in a workmanlike manner.
- Contractor shall warranty all work and material for a period of one year.
- Contractor will need to provide license information for plumber.
- Contractor to post \$20K license permit bond for right-of-way work.
- Steel plates are only permitted on roadway for 72 hours.
- Contractor to perform work in accordance with State of Illinois and Village of Winnetka code requirements.
- Bidders must have experience installing 6" (or larger) ductile service water lines and/or mains.

Fee Proposal:

Lump Sum Amount: _____

Company Name: _____

Contact Name: _____

Signature: _____

Phone: _____

Noted: Lump sum amount to be inclusive for all equipment, mobilization, material, tools, machinery, disposal, and incidentals required for the completion of the project.

Photos & Exhibits:



North Side of 93 Green Bay Road Building (Note: retaining wall)



West Side (north end) of 93 Green Bay Road Building

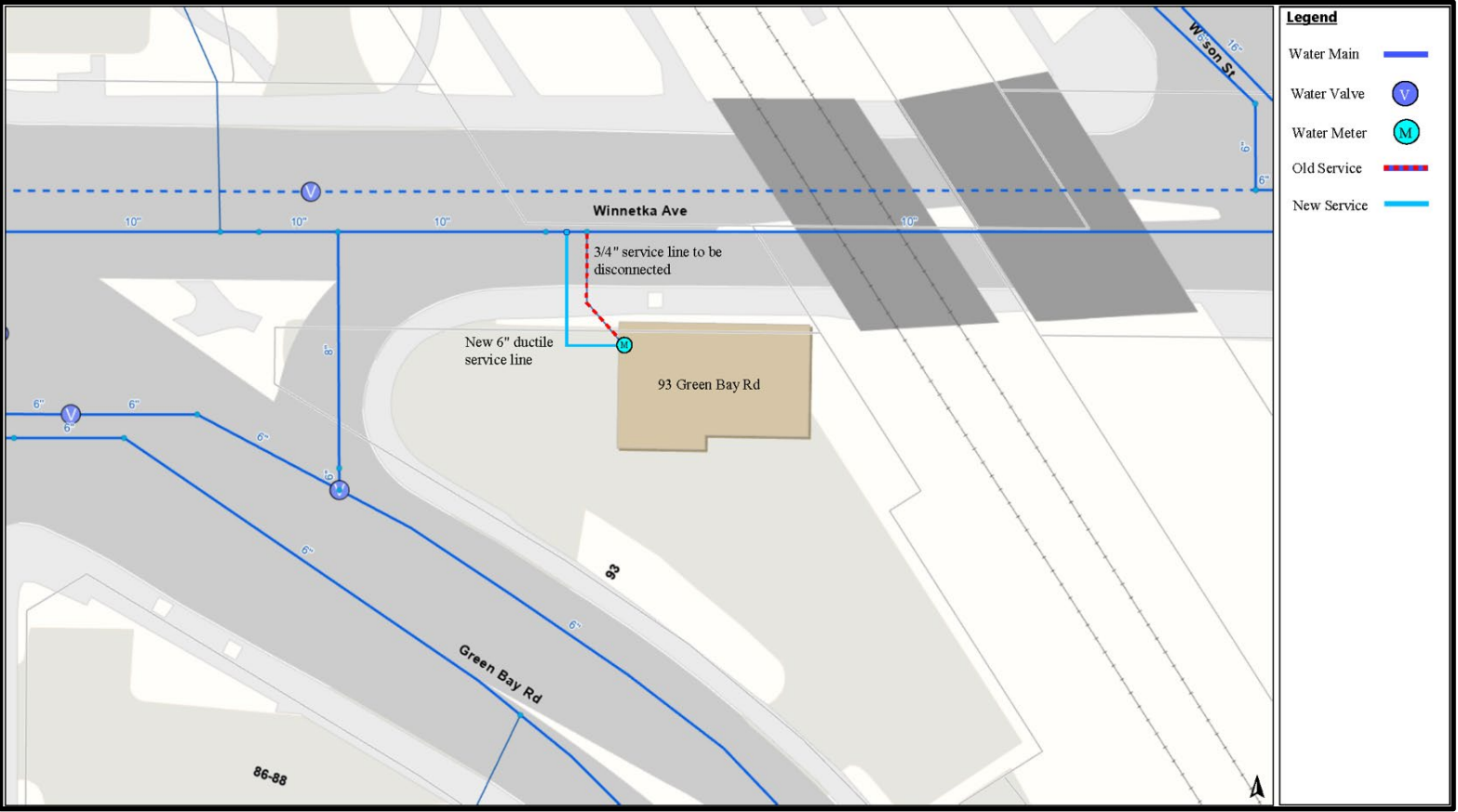


Diagram – Service Line Route

END OF BID SPECIFICATIONS

PROPOSAL



BIAGI PLUMBING CORPORATION

3815 GRANDVILLE AVENUE, GURNEE, IL 60031

OFFICE: (847) 263-1616 FAX: (847) 263-7766

EMAIL: INFO@BIAGIPLUMBING.COM WEB: WWW.BIAGIPLUMBING.COM

PREVAILING WAGE PROJECT

PROPOSAL: **22 - 1119 REV2**DATE OF PROPOSAL: **6/2/2022**

NOTE: PROPOSAL EXPIRES 30 DAYS FROM DATE NOTED ABOVE

PROPOSAL SUBMITTED TO	PROJECT LOCATION / INFORMATION
NAME: Village of Winnetka ADDRESS: 510 Green Bay Rd., Winnetka, IL. 60093 PHONE: 847-716-3553 EMAIL: nnarhi@winnetka.org	NAME: Commercial Property ADDRESS: 93 Green Bay Rd., Winnetka, IL. ENGINEER: N/A DATE OF PLANS: N/A

We hereby submit specifications and estimates for:

We propose to furnish all labor and materials necessary to complete the following plumbing work at 93 Green Bay Rd., Winnetka, IL., per this proposal only, based on site visit of 3/14/2022, to include and consisting of:

WATER SERVICE REPLACEMENT

Per request, we propose to provide labor, material, and equipment necessary to perform a disconnection of the existing domestic water service and perform a new 6" tap at the location of the disconnect near the center line of Winnetka Ave. We will furnish and install a new 6" CL55 DIP w/DIP MJ Fittings water service line with (1) newly specified valve vault. NOTE: Tapping sleeve and pressure tap to be performed by the Village of Winnetka Public Works Department. Biagi Plumbing to perform chlorination, flushing and submission of all water samples as needed. We will provide necessary signage and traffic control as needed for lane shut down. We will sawcut as necessary to open trench from the center line of the street to across the sidewalk and onto the property of 93 Green Bay Rd. We will turn and direct the service into the building near the Northwest corner. We will remove all excess dirt generated from our excavation, and provide code required bedding and backfill, and replacement of hard surfaces removed. NOTE: NO relocation of existing electrical duct, fiber optic, gas service or main, or any other conflicting utility at this time. If we identify a conflict we will advise and all relocation work to be performed by others. ALL work is figured to be performed during normal business hours Monday through Friday during a period when school sessions are at a minimum, work to be scheduled and completed by August 12, 2022.

FOR THE SUM OF \$91,500.00

PROJECT NOTES:

- Work as proposed figured for Prevailing Wage
- Only items specified above have been included at this time. We can quote additional work upon receipt of written specs or requests.

GENERAL NOTES:

- Permit, Bond and/or Tapping fees (as applicable) by others. Biagi Plumbing to provide requested \$20,000.00 License Permit bond for work in Right of Way.
- Cost includes granular fill where applicable and rough grading only. Final grading and/or landscaping by others.
- Grounding wire connection (if applicable) not included
- We are not responsible for existing conditions that may require changes upon village/city inspection.
- Directional boring not specified or figured at this time
- Biagi Plumbing shall not be responsible for settlement or uprising of disturbed areas for the trenching/boring or casing, unforeseen buried obstacles that are natural or man-made, such as boulders, ledge rock, rocks, shale, hard pan or any collateral damage to existing utilities, structures or properties.
- If unforeseen obstacles are encountered when trenching/boring; we will advise of condition and re-quote if necessary.
- If other Village of Winnetka requirements not stated are necessitated, we will quote at that time.
- Upon excavation, if actual plumbing services or city mains, etc. are not per plan; we will advise of situation and re-quote if necessary.
- Biagi Plumbing Corporation will not be responsible for any lines unmarked by J.U.L.I.E.

All workmanship and material guaranteed for (1) year from date of job completion**** Know Your Rights - Please visit www.BiagiPlumbing.com for more information on Homeowner Consumer Rights ****

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

NINETY ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100**(\$91,500.00)**

ACCEPTANCE OF PROPOSAL: Biagi Plumbing Corporation reserves the right to immediately stop work due to failure to receive payment per above. Biagi Plumbing further may refuse any alterations or deviations from above specifications involving extra costs unless and/or they receive written change orders signed by the client or it's agent or customer. All agreements with Biagi Plumbing are contingent upon strikes, accidents and/or delays beyond its control. The undersigned does further agree and acknowledge that either the undersigned or property owner where work is being performed shall carry fire, tornado, theft and/or other necessary insurance protecting the above work. Biagi Plumbing shall maintain workers compensation insurance for all employees of Biagi Plumbing only.

TERMS: All work shall be completed in a substantial workmanlike manner for the sums as stated above with payments to be made as follows: 25% deposit upon signing of contract; partial payments as work progresses, 85% of total contract due upon completion of rough and balance due upon completion of our work. All invoices due "UPON RECEIPT". BPC requires a signed proposal, permit number & payment information (such as Title Company, escrow number, etc.) prior to starting work. No final waiver will be issued until all extras are paid. A penalty of 18% per annum for unanticipated late payment will be charged effective 30 days from billing date. Purchasers agree to pay reasonable attorney's fees, and other costs of collection, if incurred in the collection of this debt. If the undersigned is a Corporation, and/or signs this agreement in a corporate capacity, said individual by signing this agreement as Corporate President or Officer not only binds said corporation by in addition thereto does personally and individually guarantee the payment of any amounts ordered either by the Corporation, and/or its agents, officers or the undersigned personally. Said personal guarantee of payment shall also include all of the other terms and provisions contained in this agreement, including the guarantee to pay Biagi Plumbing Corporation all of its costs including reasonable attorney's fees should collection be necessary.

DEPOSIT / PAYMENT INFORMATION: Deposit Amount: \$ _____ Check #: _____

PLEASE NOTE: Deposits / Payments by credit card can be called into our office for processing

Authorized Signature - Biagi Plumbing Corporation

Date

6-2-2022

Contract Approval / Authorizing Signature

Date



August 5, 2022

Biagi Plumbing Corporation
3815 Grandville Avenue
Gurnee, IL 60031

Re: Water Service Line 93 Green Bay Road

To Whom It May Concern,

The Village held a bid opening on June 6, 2022 for RFB #022-031 Water Service Line 93 Green Bay Rd. Biagi Plumbing submitted a responsive bid for this work in a lump sum amount of \$91,500.00.

As more than 45 days have passed since the bid opening, the Village is asking if Biagi Plumbing will agree to the following terms:

1. Biagi Plumbing will continue to honor the lump sum amount of \$91,500 on their bid dated June 6, 2022.
2. The new date of completion for the project is revised to November 1, 2022.
3. All other terms and conditions of the original bid documents will continue to be applicable.

At this time, the Village anticipates that the contract for this work will be presented to our Village Council on August 16, 2022, for their consideration to approve the contract.

If your firm is in agreement, please sign below and return this original letter to me at your earliest convenience. Please feel free to contact me with any questions.

Sincerely,

Anthony Vasquez
Assistant Finance Director
(847)716-3504
avasquez@winnetka.org

CC: Brian Keys, Water and Electric Director



Village of
WINNETKA, IL

510 Green Bay Road • Winnetka, IL 60093 • 847.501.6000
contactus@villageofwinnetka.org • villageofwinnetka.org

I Dennis P. Kumar, acting as an authorized representative of Biagi Plumbing, agree to honor the lump sum pricing of \$91,500 and the new project completion date of November 1, 2022. All other terms and conditions in the original bid documents will continue to be applicable. I understand the above-referenced terms will take effect contingent upon the contract being approved by the Winnetka Village Council.

Dennis P. Kumar

Name (Print)

[Redacted Signature]

Name (Sign)

President

Title

8-8-2022

Date

Please returned signed original letter to Anthony Vasquez, Assistant Finance Director, at 510 Green Bay Road, Winnetka, IL 60093.



Agenda Item Executive Summary

TITLE: Resolution No. R-90-2022: Police HVAC Contract (Adoption)

PRESENTER: Brian O'Connell

AGENDA DATE: August 16, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

During the August 2nd council meeting, staff presented a proposal from Trane U.S. Inc. (in conjunction with the OMNIA Partners, a joint purchasing program authorized for village use) for improvements to the Police Department's HVAC system. During the discussion, Village Council directed staff to research and provide additional information related to the proposed project.

EXECUTIVE SUMMARY:

The Police Department building was originally built in 1964, with a complete renovation in 1996 establishing a new 2-story adjacent-connected Fire Department building. The building's existing HVAC system consists of 5 roof top units (RTUs) that condition two floors of the Police Department. Except for one RTU which was replaced approximately 11 years ago, the remaining four RTUs have reached the end of their useful life (25+ years) and costly repairs are encountered and often unexpected.

Due to the existing equipment being provided by Trane U.S. Inc., a thorough evaluation of the existing system was requested and conducted by Trane representatives. To properly address multiple issues related directly to the aged system and equipment, Trane U.S. Inc. provided an estimate and plan of necessary improvements. Key recommendations included replacing the existing RTUs and VVT system (Variable Volume and Temperature) with fewer, higher efficiency RTUs and a conversion to a true VAV system (Variable Air Volume).

The pricing Trane U.S. Inc. provided was based on a contract Trane U.S. Inc. was awarded with U.S. Communities, a government purchasing alliance for public sector procurement, which is part of OMNIA Partners. The Village's current purchasing policy specifically references TCPN (The Cooperative Purchasing Network) as an option for joint purchasing programs Village staff is authorized to use. OMNIA Partners acquired TCPN in 2019, making the Village a current member of OMNIA Partners.

The Department is seeking approval to select Trane U.S. Inc. through the cooperative purchasing network of OMNIA Partners to conduct HVAC improvements for the building. This project involves two phases beginning in the remaining months of 2022 with a completion goal scheduled for spring of 2023.

The final cost proposal prepared by Trane U.S. Inc. through the State of Illinois Master Purchasing

Contract is \$522,592.00. The FY 2022 Building and Structures budget contains \$275,000 (account #100.26.01-615) for partial funding of the project. An additional \$250,000 is budgeted as a Capital expenditure for FY 2023.

Questions directed to staff at the August 2nd council meeting are addressed in the attached Police HVAC Project Staff Memo (Agenda Report). The memo summarizes staff research and answers the questions posed by Council.

RECOMMENDATION:

Consider approving Resolution No. R-90-2022: Authorizing the Village to award a Purchase Order to Trane U.S. Inc. in the amount of \$522,592.00.

ATTACHMENTS:

1. Agenda Report - Resolution No. R-90-2022: Police HVAC Project
2. Resolution No. R-90-2022: Police HVAC Project
3. Trane U.S. Inc. Turnkey Proposal - Winnetka Police Department August 2022
4. Winnetka Police Department Drawings: RTU VAV TK
5. Trane U.S. Inc. Engineer of Record Employee Profile

AGENDA REPORT

SUBJECT: RESOLUTION R-90-2022 POLICE STATION HVAC PROJECT

PREPARED BY: BRIAN O'CONNELL, DEPUTY CHIEF OF POLICE

DATE: AUGUST 16, 2022

Item History:

During the August 2nd council meeting, staff presented a proposal from Trane U.S. Inc. which was competitively bid by OMNIA Partners, a joint purchasing program authorized for village use for the proposed improvements to the police department HVAC system. OMNIA Partners is a nation-wide purchasing cooperative organization for public sector procurement. Trane won the OMNIA competitive bid for HVAC equipment, labor, parts and materials. Trane's equipment and services were approved as a State of Illinois joint purchase master contract, also available for municipal use.

Through OMNIA, the Village has access to a contract with Trane that has been competitively bid and is available to other government units to use.

Typically, Trane pricing is made up of three categories: equipment, labor, and materials.

- Equipment – Each piece of equipment is identified by a product code. Each product code has an established list price and discount associated with it. There are hundreds of specific pieces of equipment on the contract with associated discounts.
- Labor – All labor-based solutions (installation and services) are classified by the labor “type” with a fixed hourly rate. Installation, maintenance and retrofit labor hours are indexed to RSMeans estimated guide (the database of current construction cost estimates). Each project is priced per the specific geographic zone in which the job is located.
- Parts & Material in quoted work - All parts and miscellaneous materials included in quoted projects are listed and includes materials such as piping, wiring, sheet metal and parts necessary to complete a given scope of work. All Trane over-the-counter parts are discounted at a rate of 38%.

During the 8/2/22 Council discussion, the Village Council directed staff to research and provide additional information related to the proposed project. In consultation with Trane U.S. Inc. and the Village Attorney, staff researched and developed answers for the desired questions. A summary of the staff responses is listed below.

QUESTION 1

What is the Maintenance Agreement Pricing (service contract information) for maintaining the new system?

- *The police department would opt to continue using our current HVAC maintenance vendor who is certified in servicing Trane equipment throughout the duration of the warranty. The police department's current maintenance vendor costs are lower than the proposed Trane maintenance agreement, allowing us to remain within budget for this project. If additional service considerations are needed in the future, Trane's service agreement can be entered into at any time.*

QUESTION 2

Will there be verification of American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) compliance?

- *The design will comply with all State and Local codes including IECC (International Energy and Conservation Code) and ASHRAE.*

QUESTION 3

What is the existing tonnage load vs new tonnage load?

- *The current system is 56 tons vs 45 tons proposed with the new system. (The new tonnage is lower with new energy efficient units and some savings due to right-sizing the units for the spaces served).*
- *The original plans for the building were reviewed, and Trane has provided a complete engineered solution for the facility. Trane will be right-sizing the basement unit along with installing true VAV Boxes with silicon-controlled rectifier (SCR) controls to better control both temperature and humidity. The west office unit along with the old dispatch room will be combined with both first-floor units. These units will be right-sized for their new loads and like the basement will be fitted with true VAV boxes with SCR electric heating coils. The entire system will be controlled by a new Trane SC+ control system that has remote monitoring & scheduling capabilities.*

QUESTION 4

What is Trane's warranty information? Is there an option for a warranty expanded beyond 1-year for project? What does the warranty cover?

- *Trane's proposal includes a 5-Year Parts + Labor + Refrigerant Warranty on the Rooftop Units (RTUs). This is Trane's highest, top-tier warranty offering.*
- *The industry design warranty standard is 1-year, however, by using the State of Illinois procurement process, Trane is willing to offer an additional 1 year for a total of 2 Years Comprehensive Project Warranty from the date of handing over the system to the department. This would provide for at least 2 season cycles to monitor and evaluate the system heating & cooling performance.*

QUESTION 5

What is the name of Trane's engineer of record?

- *Daniel Burrows. Daniel Burrows is a professional mechanical engineer and his primary responsibilities are to perform the engineering and establish project scope, solutions, and overall contracting and construction plan. See attached employee profile.*

QUESTION 6

Will there be a clear basis of design indicated on the final engineering drawings that will be provided for permit review?

- *Trane's engineered drawings include the basis of design and will be provided to Community Development for permit review.*
- *Trane has provided the current plans to Community Development, and they are acceptable for the purpose of doing the plan review. If there were any required changes to the system design, Community Development would simply ask for a revised set of plans to be submitted with the proposed changes. As part of the permit review, Community Development will review plans and meet with Trane engineers to achieve compliance with current codes.*

QUESTION 7

Is there a professional liability policy of the engineering of record firm?

- *Trane is responsible for the system design. Trane's professional liability is \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. The Village Attorney has reviewed and approved the level of coverage.*

QUESTION 8

Are there existing and/or proposed energy use costs due to adding electric heat?

- *We are going from a VVT System to a Pressure Independent VAV System. Initially, Trane is estimating about a 5% to 7.5% electrical energy cost reduction and a similar gas energy cost reduction. The electrical savings will come from the reduction in continuous total air flow associated with a VVT System to a new true variable air flow system that is proposed. The gas reduction is achieved by no longer continually switching between heating and cooling that the VVT System currently does.*
- *These cost reductions are based on comparable scopes of projects both nationwide and specifically within the State of Illinois. Using the police department's 2021 electric consumption information and calculating a 5% energy cost reduction, the police department would be saving approximately \$3,500.00 annually (at 7.5% = \$5,200.00).*
- *The proposed RTUs deliver 55 degree Fahrenheit temperature to achieve comfort cooling in spaces at 72 degree Fahrenheit temperature and 50% Relative Humidity based on psychometric charts. As the outside air temperature becomes cooler, the system will reset the discharge air temperature from the RTUs from 55 degrees to approximately 65 degrees (this heating uses the gas connection). This equates to very little reheating required at the boxes. In addition, the heating cubic feet per minute (cfm) is less than the cooling cfm which will further reduce the heating requirements. Lastly, Trane is installing SCR heating coils which have unlimited staging and will further reduce the heating loads.*
- *This system takes advantage of energy saving opportunities such as discharge air temperature optimization, Fan-Pressure Optimization, etc. that are available throughout a VAV system.*
- *Even though the police department is occupied and utilized 24 hours/day, the proposed system will allow for programming of certain areas of the building that are*

not used during overnight hours. This system allows portions of the building that are used during the typical work week and work times to be set for required heating or cooling during their times in use, and then be scheduled to reduce its use while unoccupied. The difference and benefit is that our current system never stops running at 100% demand. The improved system will be scheduled to reduce the demand for the hours not in use, therefore lowering the required energy/cost.

- The intent of this project is to address current overheating and undercooling issues throughout the building and to make the system future proof. The existing units are at the end of their useful life per ASHRAE standards.*
- In comparison, the alternative to electric reheats would be to use a hot water system, which would require a mechanical room (currently this does not exist and there is no space to construct one), installing boilers, pumps, pipe work, etc. The proposed electrical reheats that will come factory installed in the VAV's and only require wiring for power, makes the proposed system less intrusive, costly and disruptive to police department operations.*

QUESTION 9

A requested real proposal to replace the existing (in-kind) system and adding a few electric heaters for an adequate system.

- As a turnkey solution provider and leading HVAC manufacturer, Trane cannot provide a solution that could be audited which does not meet code or is not the industry design standard.*
- Trane has to meet specific requirements for a system solution. Trane must provide energy efficiency, the latest system designs, and meet ASHRAE guidelines. In addition, to meet code requirements, the RTUs must be variable. The units must have the ability to adjust to the demand to either require more energy or reduce the energy needed when not in demand. Currently, our VVT system would not allow for the RTUs to reduce demand. They would continue the demand at 100% (as discussed in Question #8).*
- The police department and Trane stand behind the recommended VAV system. Even if an in-kind option was possible, it would not adequately address the heating and cooling deficiencies throughout the building. Therefore, the transition from a VVT system to a VAV system is the only viable solution. If forced to research an in-kind system, we would encounter energy code concerns and there would be significant incompatibility issues related to the outdated internal controls versus the demands from the new RTUs.*

- *Trane's full turnkey solution must follow the audit process and be in compliance with this standard. Trane has successfully implemented this solution for multiple municipalities around the State.*
- *Lastly, once the police department converts the VVT system to a true VAV solution, we would be in a much better position in complying with current and future codes and being able to then replace unit-for-unit/part-for-part (more of an "in-kind" strategy). Reason being, the proposed new system and the units would be in compliance with the "variable" status code requirement (with the clear understanding that systems and developments with technology/equipment change over time).*

QUESTION 10

When will the final drawing and calculations be complete for permit? We will not be waiving a permit review by an outside source?

- *Per Community Development, the drawings provided by Trane along with the proposal are acceptable for the permit application to be submitted.*

ONE ADDITIONAL ITEM:

- *Trane has made a commitment to honor the current proposal pricing until August 16th. After August 16th, any price increases until approval would be passed on to the village.*

**A RESOLUTION APPROVING A CONTRACT WITH TRANE U.S. INC.
FOR POLICE STATION HVAC SYSTEM AND CONTROL IMPROVEMENTS**

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

WHEREAS, the Village of Winnetka ("**Village**") is a member of Omnia Partners, a purchasing cooperative representing municipalities and other government agencies; and

WHEREAS, the Village Police Station's current HVAC system and controls have reached the end of its useful life and is in need to replacement; and

WHEREAS, Omnia Partners sought bids from HVAC companies to provide its members new HVAC systems; and

WHEREAS, the State of Illinois entered into a master contract with Trane U.S. Inc. ("**Contractor**") pursuant to the bids provided to Omnia Partners, allowing municipalities in Illinois to obtain the material and labor rates from Contractor bid pursuant to the Omnia Partners cooperative purchasing process, and for Contractor to provide Illinois municipalities turnkey HVAC systems and controls (collectively, "**Equipment**") pursuant to discounted pricing; and

WHEREAS, Contractor has proposed to provide and install the Equipment pursuant to a contract for a price not to exceed \$522,592.00 ("**Contract**"); and

WHEREAS, the Village President and Council have determined that it will serve and be in the best interest of the Village to enter into the Contract with Contractor for the purchase and installation of the Equipment;

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in a final form to be approved by the Village Attorney and the Village Manager.

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

{00127581.1}
August 16, 2022

R-90-2022

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 16th day of August, 2022, pursuant to the following roll call vote:

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

Signed

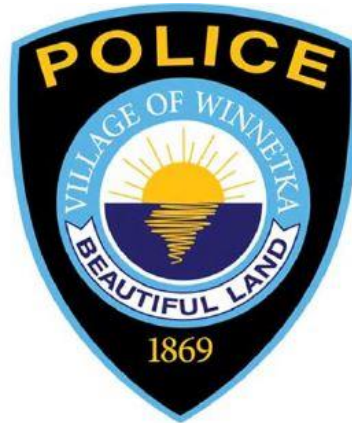
Village President

Countersigned:

Village Clerk



Winnetka Police Department HVAC & Controls Improvements

**Proposal Prepared For:**

Village of Winnetka

- Brian T. O'Connell, Deputy Chief of Police

Date:

August 11, 2022

Job Name:

Winnetka Police Department HVAC & Controls Improvements

Payment Terms:

Net 30

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Proposal Expiration Date:

August 16, 2022

**Trane / State of Illinois Master Purchasing Contract
Number: 22-510CPOGS-B-25977**

Cooperative Contract Number: USC 15-JLP-023

Trane® Commercial HVAC, Upper Midwest Region
7100 S. Madison Street Willowbrook, IL 60527 United States Tel (888) 770-6469



Trane® Turnkey Scope of Work

“Scope of Work” and notations within are based on the existing as-built drawings of the facility and on the multiple site surveys performed by the Trane team with Winnetka Police Department staff's assistance.

Please also reference Proposal Attachment for additional detail:

- *Trane Winnetka Police Dept Design Drawings*

Demolition/Removals

➤ Basement

- Remove eight (8) existing reheat coils
- Demo and make safe existing electric duct heater power feeds to be reused
- Remove existing zone sensors for reheat coils

➤ First Floor

- Remove twelve (12) existing VVT dampers and make room for new VAV boxes with electric reheat
- Remove existing zone sensors for VVT dampers
- Remove two (2) existing VVT control panels mounted on walls
- Remove VVT bypass dampers and ducts at Rooftop Unit (RTU)-04 and RTU-05, cap holes in Supply Air (SA) and Return Air (RA) ductwork
- Removal of RTU-01, RTU-05, and RTU-05 (*three units to be replaced*). Reuse duct drops.
- Removal of RTU-03 and RTU-08. Seal duct drops.

➤ Roof

- Disconnect and make safe existing gas and electrical connections from five (5) RTUs
- Crane and remove five (5) existing RTUs from roof
- RTU-03 and RTU-08 to be permanently removed
- Demo gas lines from RTU-03 and RTU-08 back to main below roof and cap
- Demo electrical feeds to RTU-03 and RTU-08 to nearest junction box below roof

➤ Additional Electrical Demo Inclusions

- All required Electrical Disconnects/Supply & make safe
- Disconnect and reconnect of existing smoke detectors
- Demo existing thermostats and zone sensors to be replaced



Proposed Work – Furnish and Install

- **New Equipment Summary**
 - One (1) 12.5-ton Trane® Precedent High Efficiency VAV Rooftop Unit
 - One (1) 15-ton Trane® Precedent High Efficiency VAV Rooftop Unit
 - One (1) 17.5-ton Trane® Precedent High Efficiency VAV Rooftop Unit
 - Three (3) Roof Curb Adapters
 - Twenty-Four (24) Variable Air Volume (VAV) Boxes with SCR Electric Reheat
 - Two (2) 200A Electrical Panel Boards
- **Basement**
 - Reconnect and extend existing power feeds to new VAV Boxes
 - Install eight (8) VAV Boxes with electric reheat at existing electric duct heater locations
 - Replace eight (8) existing electric duct heater thermostats with new Air-Fi Wireless VAV space temperature sensors
- **First Floor**
 - Install two (2) new Electrical Sub Panels to power new VAVs with SCR electric reheat
 - Run new power feeds to VAVs
 - Install Air-Fi Wireless zone sensors on all new VAVs, except for VAV 5-01, which will have a vandal-resistant hard wired flat plate sensor
 - Install sixteen (16) VAV boxes with SCR electric reheat at existing VVT damper locations, connect to existing ductwork
 - Run new Supply and Return duct work and cap bypass locations
- **Roof**
 - Install three (3) new curb adapters and new RTU-01, RTU-04, & TRU-05 to replace existing RTUs
 - Crane and install (3) new rooftop units
 - Cap, seal, and insulate curbs at roof for RTU-03 and RTU-08 (*units permanently removed*)
 - Extend and reconnect existing gas lines
 - Extend and reconnect existing electrical feeds
 - Install new PVC condensate drain lines to nearest roof drain
 - Install factory provided economizers on new RTUs
- All required Mechanical Installation (*see Design Drawing M1-M7 for installation notes & equipment details*)
- All required Electrical Installation (*see Design Drawing E1 for installation notes*)
- All required Controls/Building Automation System Installation & Upgrades (*see Design Drawing E1 for installation notes*)
- Cranes
- Pre-and-post Testing & Balancing
- Equipment/system Startup
- Final Commissioning



Trane® Turnkey Inclusions for Village of Winnetka

- Contract Compliance with State of Illinois Master Purchasing Agreement, OMNIA Partners Coop Contract.
- Mechanical, Electrical, and Structural Engineering
- All required Installation/Subcontracting for Scope of Work items
- Engineered Design Plans provided to Village of Winnetka
- Trane Turnkey Project Manager, Single Point of Contact
- Trane will assist with document prep required for Permits
- Warranty for the project will be 24 months from the date completion
- Rooftops warranty would be 5 years on parts + labor.

General Exclusions:

- Permit costs & fees
- Taxes
- Performance and Payment Bonds
- Asbestos abatement
- Premium time
- Upgrading existing non-compliant code issues outside of our Scope of Work
- Temporary services
- Any other services not explicitly outlined within this Proposal



Total Turnkey Proposal Price.....\$522,592.00

Respectfully submitted,

Ankur Bhatia

Account Manager

Trane® Owner Direct

312.318.1226 cell

ankur.bhatia@trane.com

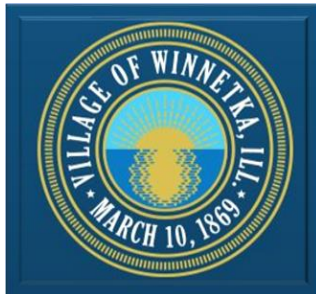
Tim Reynolds

Account Executive

Trane® Turnkey Contracting

312.771.7436 cell

Timothy.Reynolds@trane.com



Acceptance of Proposal By

Customer: Village of Winnetka

Date Village of Winnetka Authorized Representative

Date Signature



COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.



4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within

thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.



10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.



16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (if) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.



22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned

Trane® Commercial HVAC, Upper Midwest Region
7100 S. Madison Street Willowbrook, IL 60527 United States Tel (888) 770-6469



and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.



Winnetka Police
Department

410 Green Bay Rd.
Winnetka, IL 60093

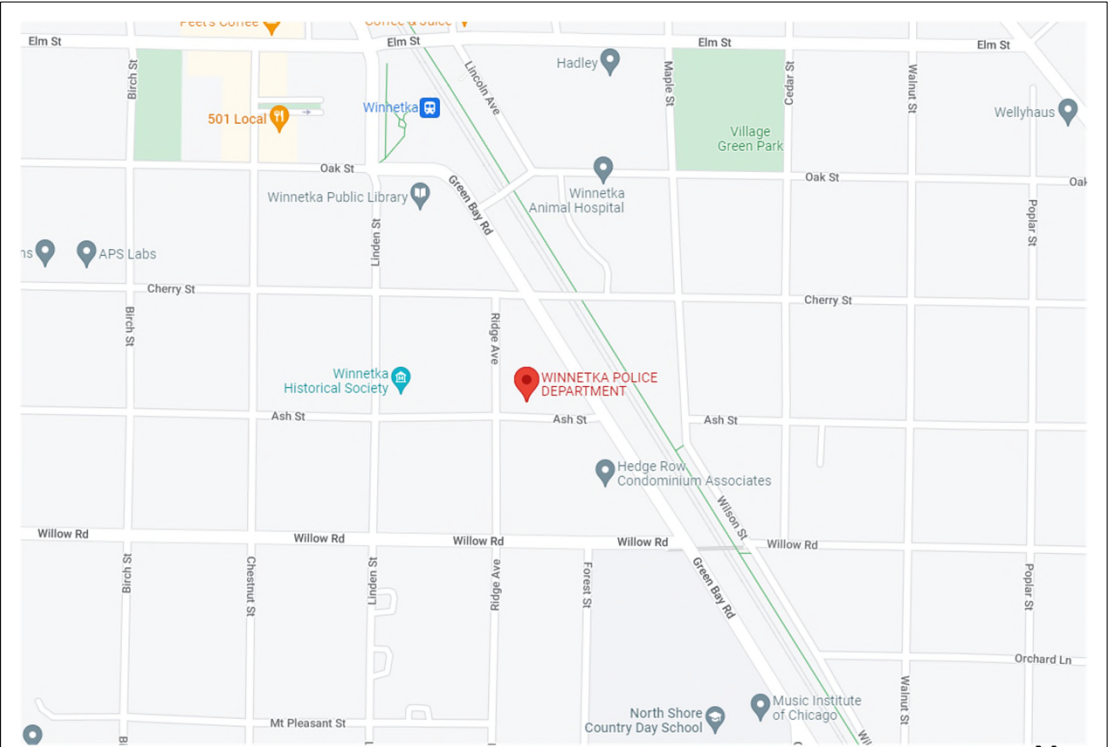
Project:
HVAC Upgrade

NEW WORK:
Demo (5) RTUs. Replace with
(3) RTUs and install VAV boxes
with electric reheat



SATELLITE VIEW

Truck Staging Crane Location



VICINITY MAP

TABLE OF CONTENTS:

TITLE PAGE
M-1 BASEMENT FLOOR PLAN
M-2 FIRST FLOOR DEMO PLAN
M-3 FIRST FLOOR INSTALLATION PLAN
M-4 ROOF PLAN
M-5 ROOFTOP EQUIPMENT
M-6 VAV EQUIPMENT
M-6.1 VAV EQUIPMENT
M-6.2 VAV EQUIPMENT
M-6.3 VAV EQUIPMENT
M-6.4 VAV EQUIPMENT
M-6.5 VAV EQUIPMENT
M-7 NOTES & DETAILS
E-1 SINGLE-LINE & BAS

TRANE
TRANE TECHNOLOGIES
Trane.com/Chicago
7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police
Department

THIS DRAWING IS THE PROPERTY OF
TRANE. DESIGN INFORMATION,
DRAWINGS, DETAILS OF SPECIFICATION
DATA MAY NOT BE REPRODUCED OR
DUPLICATED NOR MAY ANY WORK BE
EXECUTED HEREFROM WITHOUT THE
WRITTEN AUTHORIZATION OF TRANE.

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

TITLE PAGE

T-1

Demolition

- Demo Notes:
- Demo (8) existing electric reheat coils
 - Demo/make safe existing 277V / 1 Phase electric duct heater power feeds to be reused
 - Remove existing zone sensors for reheat coils

Demo (8) electric duct heaters and make room for new VAV boxes



Installation

- Installation Notes:
- Reconnect and extend existing 277V / 1 Phase power feeds to new VAVs
 - Install (8) VAV boxes with electric reheat at existing electric duct heater locations
 - Replace (8) existing electric duct heater thermostats with new Air-Fi wireless VAV space temperature sensors
 - Install (2) 200A CB's in empty spaces of existing 480 V 3 Phase Switchboard "SWB"

Install (8) VAV boxes with electric reheat at existing electric duct heater locations

Replace (8) existing electric duct heater thermostats with new wireless VAV space temperature sensor

Existing electrical room, install (2) 200A CB's in empty spaces of existing 480 V 3 Phase Switchboard "SWB"

410 Green Bay Rd.
Winnetka, IL 60093

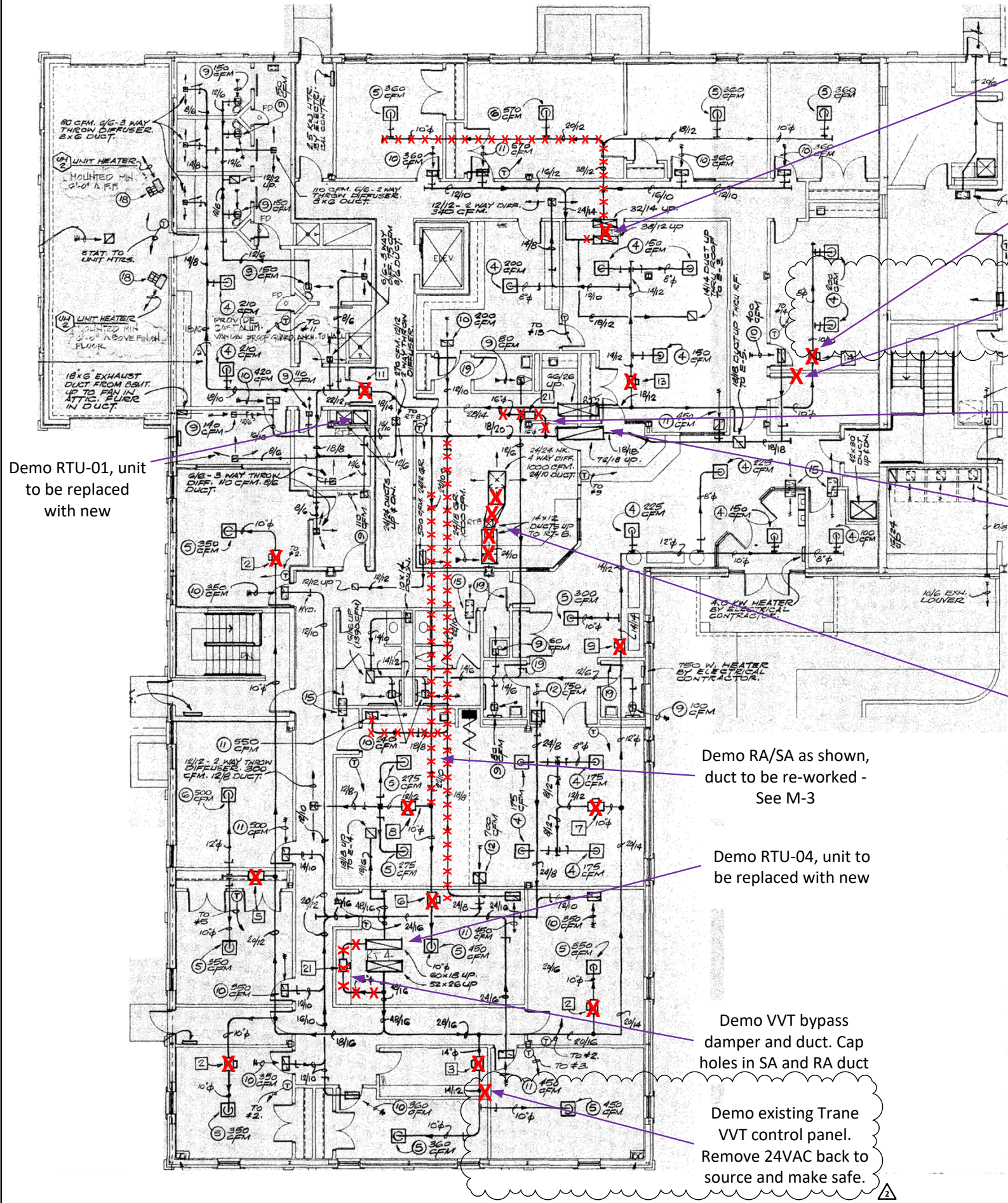
Winnetka Police
Department

THIS DRAWING IS THE PROPERTY OF
TRANE. DESIGN INFORMATION,
DRAWINGS, DETAILS OF SPECIFICATION
DATA MAY NOT BE REPRODUCED OR
DUPLICATED NOR MAY ANY WORK BE
EXECUTED HEREFROM WITHOUT THE
WRITTEN AUTHORIZATION OF TRANE

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

BASEMENT FLOOR PLAN

M-1



Demo RTU-03, insulate, cap, and seal duct drops on roof. SA & RA duct to be reused and re-worked where possible

Demo (12) VVT dampers and make room for new VAV boxes

Demo existing Trane VVT control panel. Remove 24VAC back to source and make safe.

Demo VVT bypass damper and duct. Cap holes in SA and RA duct

Demo RTU-05, unit to be replaced with new

Demo RTU-08 and humidifier, insulate, cap, and seal duct drops on roof. SA to be reused and re-worked

Demo RA/SA as shown, duct to be re-worked - See M-3

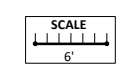
Demo RTU-04, unit to be replaced with new

Demo VVT bypass damper and duct. Cap holes in SA and RA duct

Demo existing Trane VVT control panel. Remove 24VAC back to source and make safe.

Demolition

- Demo Notes:**
- Demo (12) existing VVT dampers and make room for new VAV boxes with electric reheat
 - Remove existing zone sensors for VVT dampers
 - Demo (2) existing VVT control panels mounted on walls
 - Demo VVT bypass dampers and ducts at RTU-04 and RTU-05, cap holes in SA and RA duct
 - Demo RTU-01, RTU-04, and RTU-05, units to be replaced, reuse duct drops
 - Demo RTU-03 and RTU-08, insulate, cap, and seal duct drops on roof
 - RTU-03 and RTU-08 SA and RA ductwork to be removed or re-worked in spaces as shown on M-3



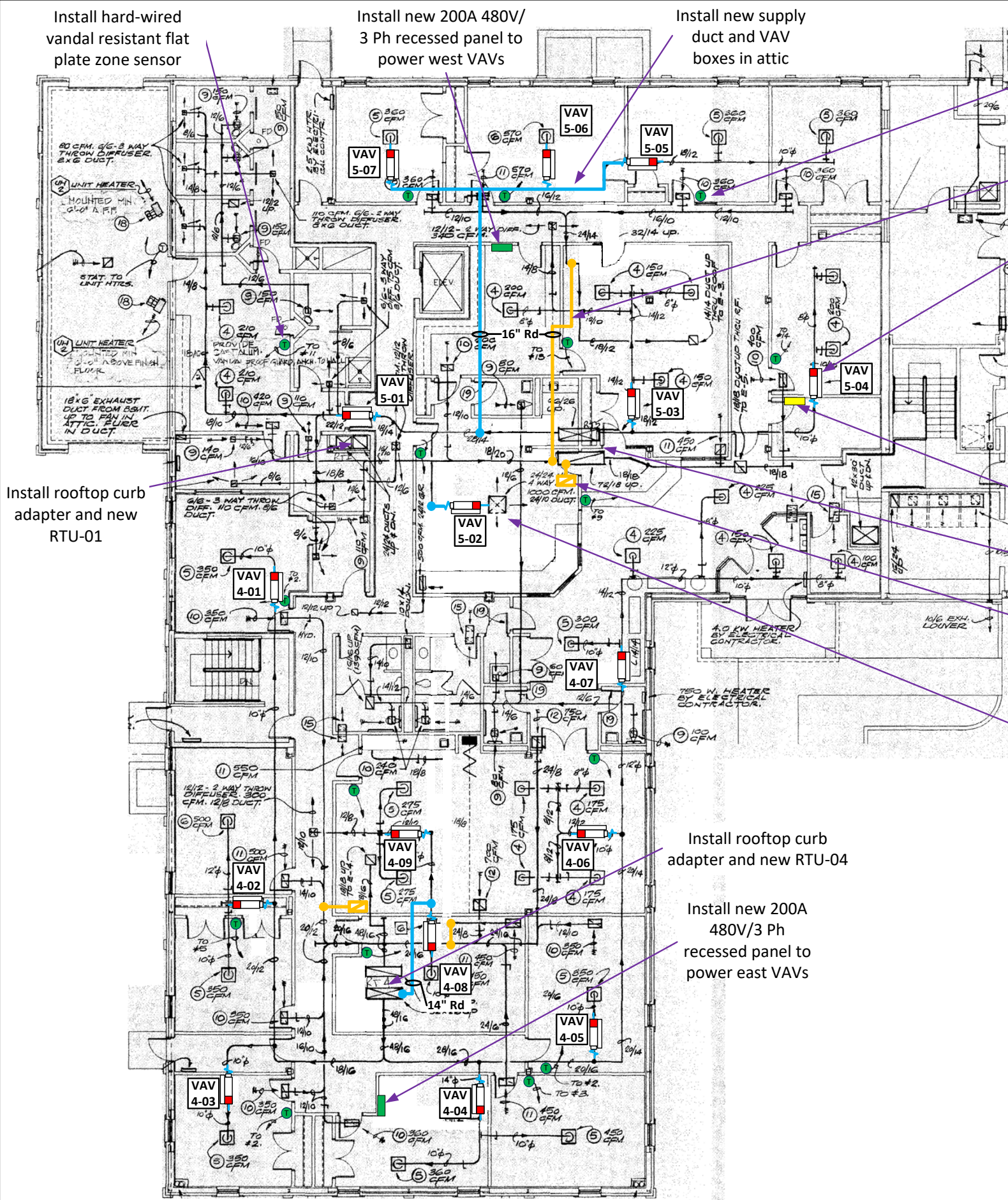
Winnetka Police Department
410 Green Bay Rd.
Winnetka, IL 60093

THIS DRAWING IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS, DETAILS OR SPECIFICATION DATA MAY NOT BE REPRODUCED OR DUPLICATED NOR MAY ANY WORK BE EXECUTED HEREFROM WITHOUT THE WRITTEN AUTHORIZATION OF TRANE.

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

FIRST FLOOR DEMO PLAN

M-2



Installation

Installation Notes:

- Install (2) new 200A 480V/3 Ph sub panels to power new VAVs with SCR electric reheat (See E-1)
- Run new 480V/3 Phase power feeds to (16) new VAVs
- Install Air-Fi wireless zone sensors on all new VAVs except for VAV 5-01, which will have a vandal-resistant hard wired flat plate sensor
- Install (16) VAV boxes with SCR electric reheat at existing VVT damper locations, connect to existing duct
- Run new supply and return duct and cap bypass locations as shown on plan
- Install curb adapters and new RTU-01, 04, & 05 to replace existing rooftop units
- Cap, seal, and insulate curbs at roof for RTU-03 & 08, rooftop units removed permanently

Winnetka Police Department
410 Green Bay Rd.
Winnetka, IL 60093

THIS DRAWING IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS, DETAILS OR SPECIFICATION DATA MAY NOT BE REPRODUCED OR DUPLICATED NOR MAY ANY WORK BE EXECUTED HEREFROM WITHOUT THE WRITTEN AUTHORIZATION OF TRANE.

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

FIRST FLOOR
INSTALLATION PLAN

M-3

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police
Department

THIS DRAWING IS THE PROPERTY OF
TRANE. DESIGN INFORMATION,
DRAWINGS, DETAILS OF SPECIFICATION
DATA MAY NOT BE REPRODUCED OR
DUPLICATED NOR MAY ANY WORK BE
EXECUTED HEREFROM WITHOUT THE
WRITTEN AUTHORIZATION OF TRANE

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

ROOF PLAN

M-4

Demolition

Demo Notes:

- Disconnect and make safe existing gas and electrical connections from (5) RTUs
- Crane and remove (5) existing RTUs from roof, Trane to provide crane
- RTU-03 and RTU-08 to be permanently removed, cap, insulate, and seal existing curbs
- Demo gas lines from RTU-03 and RTU-08 back to main on roof and cap
- Demo electrical feeds to RTU-03 & RTU-08 back to nearest junction box below roof
- Disconnect/Relocate/Reconnect existing antennas mounted on RTU-01 and RTU-03, coordinate with Trane PM before disconnecting

Demo RTU-03, insulate, cap, and seal existing curb on roof

Remove existing RTU, install new curb adapter, and install new 17.5T RTU

Demo RTU-08, insulate, cap, and seal existing curb on roof

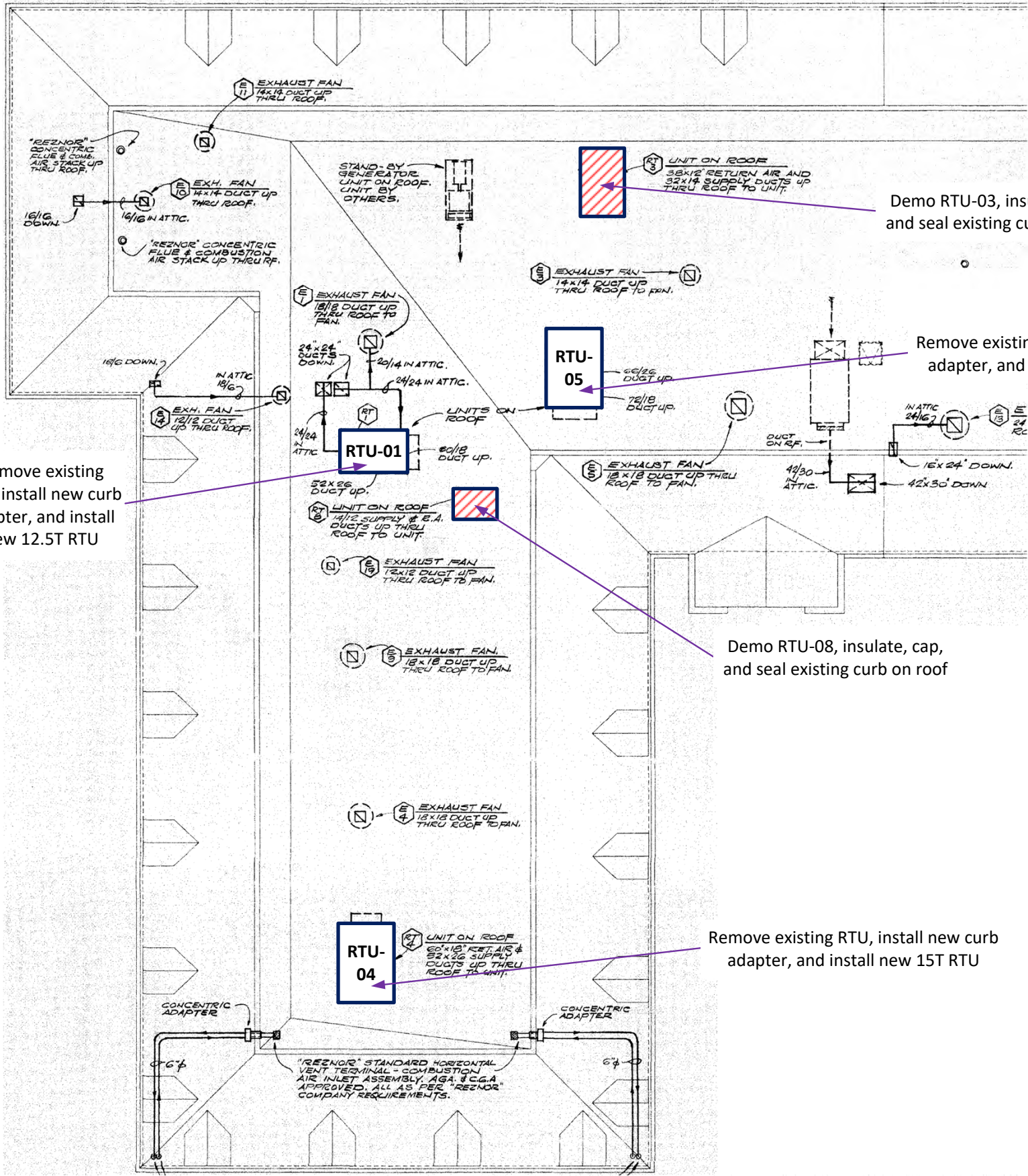
Remove existing RTU, install new curb adapter, and install new 15T RTU

Remove existing RTU, install new curb adapter, and install new 12.5T RTU

Installation

Installation Notes:

- Install (3) new curb adapters for new rooftop units RTU-01, 03, & 04
- Crane and install (3) new rooftop units, Trane to provide crane
- Extend and re-connect existing gas lines
- Extend and re-connect existing electrical feeds
- Install new PVC condensate drain lines to nearest roof drain
- Install factory provided economizers on new RTUs
- Replace pipe portal caps on RTU-01, 03, & 04



Trane Precedent Gas/Electric Packaged Rooftop

RTU-01
Basement

Unit Overview - YS150A4S0H**K4C0A1B300A400000000000000										
Application	Unit Size	Supply Fan		External Dimensions (in.)			Operating Weight	EER	IEER/SEER	Elevation
DX Cooling / Gas	12.5 Ton	Airflow	External Static Pressure	Height	Width	Length	1590.0 lb	10.8 EER	14.5 EER	0.00 ft
		5000 cfm	1900 in H2O	4.24 ft	5.26 ft	8.30 ft				

Unit Features	
Fresh Air Selection	Downflow Low Leak Economizer DB with BR
Hinged Service Access/Filter	Hinged Access Panels with 2-in MERV 8

Unit Electrical	
Voltage/phase/hertz	460/60/3
MCA	33.00 A
MOP	45.00 A

Controls	
Unit Controls	Symbio 700
Communications Option	Advanced Controls and AirFi
System Monitoring Controls	1 Clogged Filter & Condensate Overflow
SupplyFan/Drive/ MotorType	Multiple Zone with Standard Motor
Options Module	Without options module

Cooling Section	
Entering Dry Bulb	80.00 F
Entering Wet Bulb	67.00 F
Ambient Temp	95.00 F
Leaving Coil Dry Bulb	57.95 F
Leaving Coil Wet Bulb	56.99 F
Leaving Unit Dry Bulb	60.06 F
Leaving Unit Wet Bulb	57.83 F
Capacity	
Gross Total	154.22 MBh
Gross Sensible	118.62 MBh
Net Total	146.84 MBh
Net Sensible	111.24 MBh
Fan Motor Heat	7.38 MBh
Refrig Charge/Circuit	1 11.4 lb
Saturated Discharge Temperature	122.46 F
Saturated Suction Temperature	50.92 F

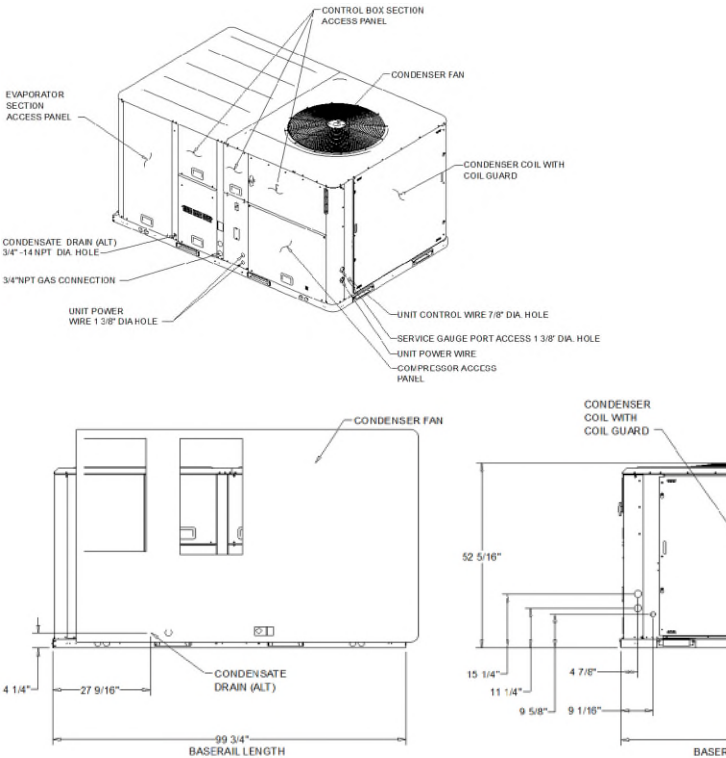
Heating Section	
Heat Type	Base Model
Heating Stages	High Gas Heat
Output Heating Capacity	202.50 MBh
Output Heating Capacity with Fan	214.44 MBh
Heating EAT	70.00 F
Heating LAT	113.94 F
Heating Temp Rise	43.94 F

Fan Section	
Indoor Fan Data	Indoor Fan Performance
Airflow Application	Downflow
Design ESP	0.700 in H2O
Component SP	0.840 in H2O
Heat SP	0.420 in H2O
Total SP	1.960 in H2O
Supply Motor Horsepower	4.700 hp
Indoor Motor Operating Power	3.448 hp
Indoor RPM	1725 rpm
Evap Fan FLA	5.50 A
Outdoor Fan Data	Multiple Zone with Standard Motor

Compressor Section	
Circuit 1 RLA	14.60 A
Circuit 2 RLA	6.50 A

Field Installed Accessories	
Options module	Without options module
Fresh Air Options Module	None
Thermostat	Without thermostat
Barometric relief	None
Horizontal Conversion Panel	None
Symbio Customer Connection Module	None

Warranty	
Labor (first year)	1st Yr Labor Whole Unit
Labor-beyond first year	2nd-5th Yr Labor Whole Unit
Parts less compressor warranty	4th-5th yr parts less compr warranty



12.5 TON STANDARD GAS/ELECTRIC UNIT
DIMENSION DRAWING

Trane Precedent Gas/Electric Packaged Rooftop

RTU-04
East VAVs

Unit Overview - YS180A4S0H**K4C0A1B300A400000000000000										
Application	Unit Size	Supply Fan		External Dimensions (in.)			Operating Weight	EER	IEER/SEER	Elevation
DX Cooling / Gas	15 Ton	Airflow	External Static Pressure	Height	Width	Length	2132.0 lb	10.8 EER	14.5 EER	0.00 ft
		6000 cfm	1.83 in H2O	4.92 ft	7.25 ft	10.25 ft				

Unit Features	
Fresh Air Selection	Downflow Low Leak Economizer DB with BR
Hinged Service Access/Filter	Hinged Access Panels with 2-in MERV 8

Unit Electrical	
Voltage/phase/hertz	460/60/3
MCA	41.00 A
MOP	50.00 A

Controls	
Unit Controls	Symbio 700
Communications Option	Advanced Controls and AirFi
System Monitoring Controls	1 Clogged Filter & Condensate Overflow
SupplyFan/Drive/ MotorType	Multiple Zone with Standard Motor
Options Module	Without options module

Cooling Section	
Entering Dry Bulb	80.00 F
Entering Wet Bulb	67.00 F
Ambient Temp	95.00 F
Leaving Coil Dry Bulb	57.09 F
Leaving Coil Wet Bulb	56.80 F
Leaving Unit Dry Bulb	58.83 F
Leaving Unit Wet Bulb	57.49 F
Capacity	
Gross Total	189.06 MBh
Gross Sensible	146.62 MBh
Net Total	180.79 MBh
Net Sensible	138.35 MBh
Fan Motor Heat	8.27 MBh
Refrig Charge/Circuit	1 14.5 lb
Saturated Discharge Temperature	121.42 F
Saturated Suction Temperature	51.15 F

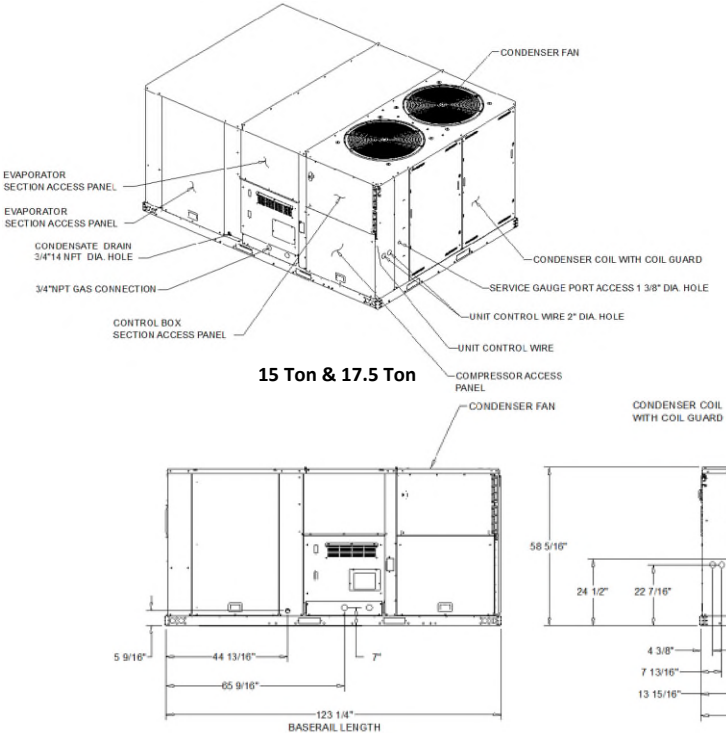
Heating Section	
Heat Type	Base Model
Heating Stages	High Gas Heat
Output Heating Capacity	324.00 MBh
Output Heating Capacity with Fan	331.87 MBh
Heating EAT	70.00 F
Heating LAT	128.59 F
Heating Temp Rise	58.59 F

Fan Section	
Indoor Fan Data	Indoor Fan Performance
Airflow Application	Downflow
Design ESP	1.400 in H2O
Component SP	0.450 in H2O
Heat SP	0.020 in H2O
Total SP	1.830 in H2O
Supply Motor Horsepower	3.100 hp
Indoor Motor Operating Power	4.502 hp
Indoor RPM	1904 rpm
Evap Fan FLA	4.60 A
Outdoor Fan Data	Multiple Zone with Standard Motor

Compressor Section	
Circuit 1 RLA	16.70 A
Circuit 2 RLA	8.20 A

Field Installed Accessories	
Options module	Without options module
Fresh Air Options Module	None
Thermostat	Without thermostat
Barometric relief	None
Horizontal Conversion Panel	None
Symbio Customer Connection Module	None

Warranty	
Labor (first year)	1st Yr Labor Whole Unit
Labor-beyond first year	2nd-5th Yr Labor Whole Unit
Parts less compressor warranty	4th-5th yr parts less compr warranty



15 Ton & 17.5 Ton STANDARD GAS/ELECTRIC UNIT
DIMENSION DRAWING

Trane Precedent Gas/Electric Packaged Rooftop

RTU-05
West VAVs

Unit Overview - YSJ210A4S0H**K4C0A1B300A400000000000000										
Application	Unit Size	Supply Fan		External Dimensions (in.)			Operating Weight	EER	IEER/SEER	Elevation
DX Cooling / Gas	17.5 Ton	Airflow	External Static Pressure	Height	Width	Length	2162.0 lb	10.8 EER	14.5 EER	0.00 ft
		7000 cfm	1.708 in H2O	4.92 吋	7.25 吋	10.25 吋				

Unit Features	
Fresh Air Selection	Downflow Low Leak Economizer DB with BR
Hinged Service Access/Filter	Hinged Access Panels with 2-in MERV 8

Unit Electrical	
Voltage/phase/hertz	460/60/3
MCA	49.00 A
MOP	60.00 A

Controls	
Unit Controls	Symbio 700
Communications Option	Advanced Controls and AirFi
System Monitoring Controls	1 Clogged Filter & Condensate Overflow
SupplyFan/Drive/ MotorType	Multiple Zone with Standard Motor
Options Module	Without options module

Cooling Section	
Entering Dry Bulb	80.00 F
Entering Wet Bulb	67.00 F
Ambient Temp	95.00 F
Leaving Coil Dry Bulb	57.89 F
Leaving Coil Wet Bulb	56.77 F
Leaving Unit Dry Bulb	60.24 F
Leaving Unit Wet Bulb	57.70 F
Capacity	
Gross Total	216.48 MBh
Gross Sensible	163.09 MBh
Net Total	206.40 MBh
Net Sensible	153.02 MBh
Fan Motor Heat	10.97 MBh
Refrig Charge/Circuit	1 14.2 lb
Saturated Discharge Temperature	120.51 F
Saturated Suction Temperature	50.97 F

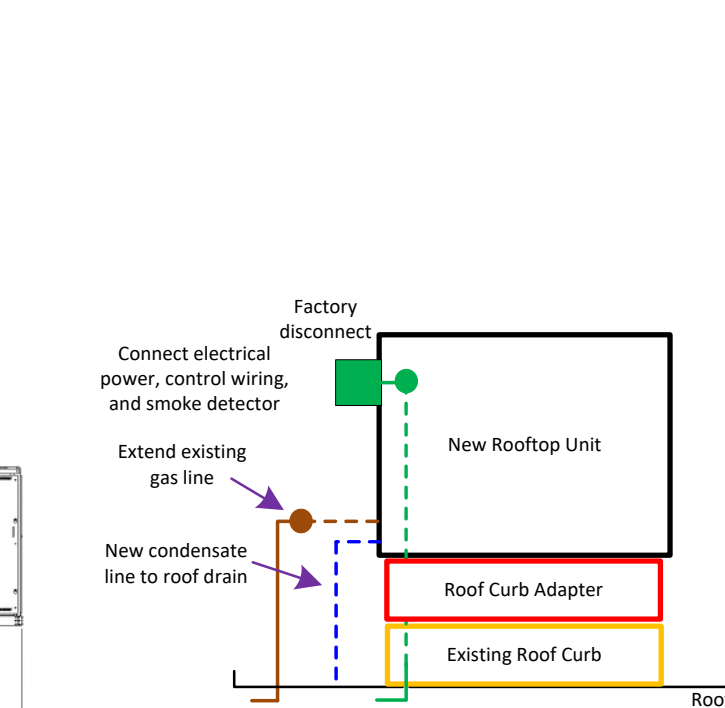
Heating Section	
Heat Type	Base Model
Heating Stages	High Gas Heat
Output Heating Capacity	324.00 MBh
Output Heating Capacity with Fan	331.87 MBh
Heating EAT	70.00 F
Heating LAT	120.22 F
Heating Temp Rise	50.22 F

Fan Section	
Indoor Fan Data	Indoor Fan Performance
Airflow Application	Downflow
Design ESP	1.400 in H2O
Component SP	0.547 in H2O
Heat SP	0.039 in H2O
Total SP	1.708 in H2O
Supply Motor Horsepower	3.100 hp
Indoor Motor Operating Power	3.829 hp
Indoor RPM	1429 rpm
Evap Fan FLA	4.60 A
Outdoor Fan Data	Multiple Zone with Standard Motor

Compressor Section	
Circuit 1 RLA	19.40 A
Circuit 2 RLA	9.90 A

Field Installed Accessories	
Options module	Without options module
Fresh Air Options Module	None
Thermostat	Without thermostat
Barometric relief	None
Horizontal Conversion Panel	None
Symbio Customer Connection Module	None

Warranty	
Labor (first year)	1st Yr Labor Whole Unit
Labor-beyond first year	2nd-5th Yr Labor Whole Unit
Parts less compressor warranty	4th-5th yr parts less compr warranty



Rooftop Unit Detail
(Typical for 3)

7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

Winnetka Police
Department
410 Green Bay Rd.
Winnetka, IL 60093

THIS DRAWING IS THE PROPERTY OF
TRANE. DESIGN INFORMATION,
DRAWINGS, DETAILS OF SPECIFICATION
DATA MAY NOT BE REPRODUCED OR
DUPLICATED NOR MAY ANY WORK BE
EXECUTED HEREFROM WITHOUT THE
WRITTEN AUTHORIZATION OF TRANE

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

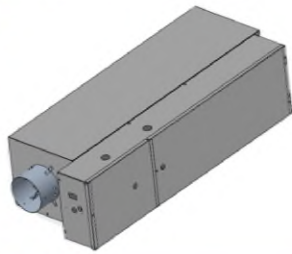
ROOFTOP EQUIPMENT

M-5

Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 01				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	8" (203mm)	800 cfm	720 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.080 in H ₂ O
Cooling inlet velocity	2292 ft/min
Valve heating airflow	720 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	14.44 A
Max fuse size	20.00 A
Min circuit ampacity	18.05 A

Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

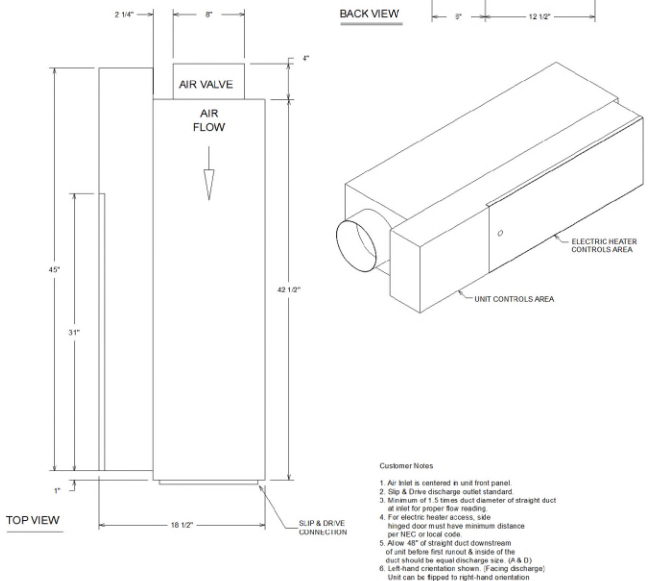
Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	3.50 MWh
Unit LAT	72.49 F

Coil heating capacity	13.66 MWh
Electric heater voltage	277/1
Electric heater kilowatt	4.0
Electric heater stage	1
Electric heater control	Basic SCREH control

Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

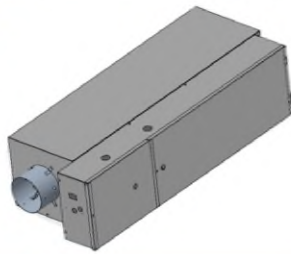
Warranty	
Labor warranty first year	1st year labor warranty whole unit



Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 02				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	6" (152mm)	370 cfm	330 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.120 in H ₂ O
Cooling inlet velocity	1884 ft/min
Valve heating airflow	330 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	7.22 A
Max fuse size	15.00 A
Min circuit ampacity	9.03 A

Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

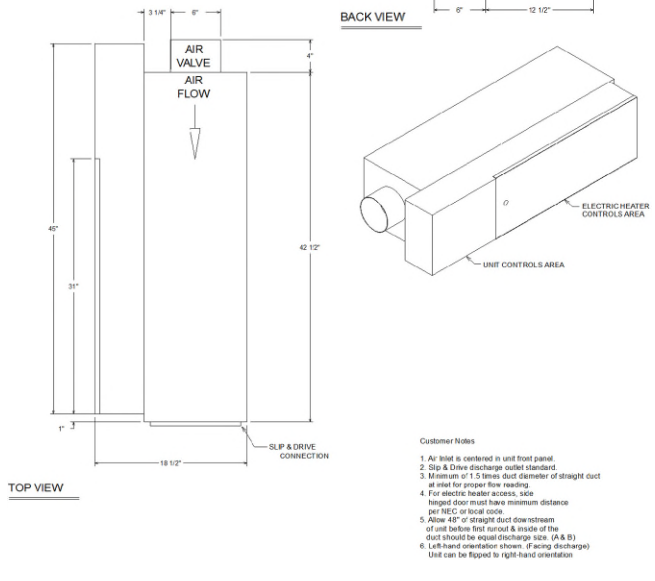
Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	2.16 MWh
Unit LAT	74.08 F

Coil heating capacity	6.83 MWh
Electric heater voltage	277/1
Electric heater kilowatt	2.0
Electric heater stage	1
Electric heater control	Basic SCREH control

Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

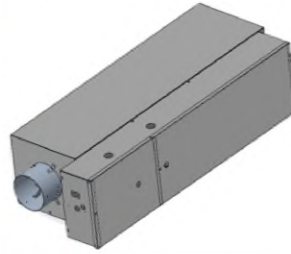
Warranty	
Labor warranty first year	1st year labor warranty whole unit



Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 03				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	6" (152mm)	450 cfm	410 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.180 in H ₂ O
Cooling inlet velocity	2292 ft/min
Valve heating airflow	410 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	9.03 A
Max fuse size	15.00 A
Min circuit ampacity	11.28 A

Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

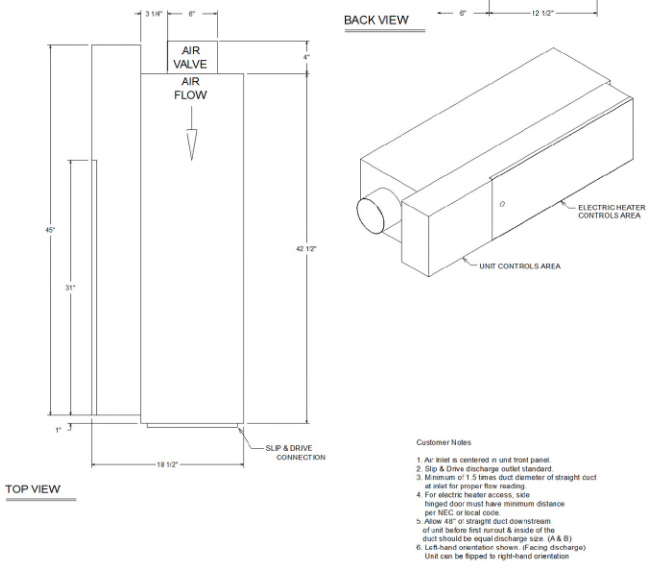
Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	2.75 MWh
Unit LAT	74.19 F

Coil heating capacity	8.54 MWh
Electric heater voltage	277/1
Electric heater kilowatt	2.5
Electric heater stage	1
Electric heater control	Basic SCREH control

Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

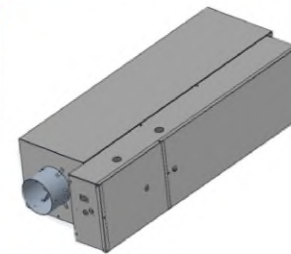
Warranty	
Labor warranty first year	1st year labor warranty whole unit



Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 04				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	5" (127mm)	190 cfm	170 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.010 in H ₂ O
Cooling inlet velocity	1393 ft/min
Valve heating airflow	170 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	
Full load amps	3.61 A
Max fuse size	15.00 A
Min circuit ampacity	4.51 A

Controls and Sensors	
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

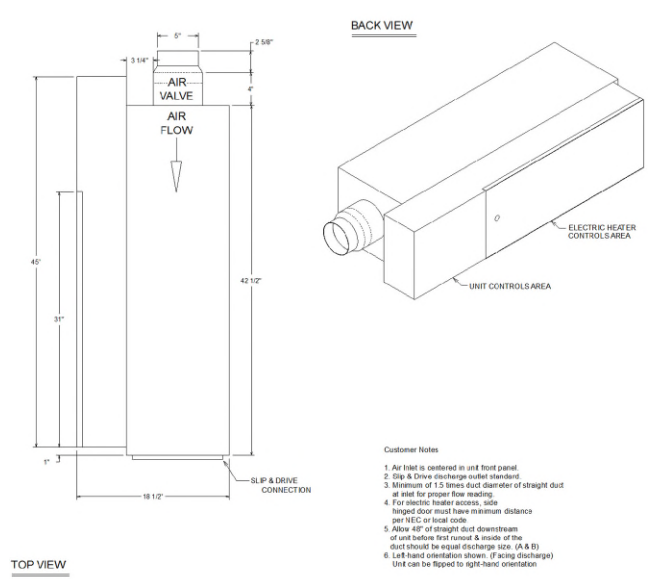
Heating Coil	
Primary EDB	55.00 F
Room heating setpoint	68.00 F
Room heat loss	1.02 MWh
Unit LAT	73.51 F

Coil heating capacity	3.41 MWh
Electric heater voltage	277/1
Electric heater kilowatt	1.0
Electric heater stage	1
Electric heater control	Basic SCREH control

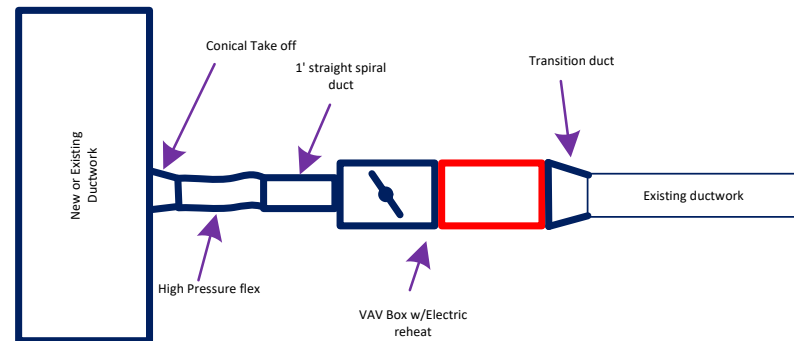
Actuator	Standard actuator
DTS & HW Valve Harness	Duct temperature sensor - factory mounted
Wireless Sensor Options	Air - Fi Wireless Communication Module
Wireless Zone Sensor	Trane Air-Fi - WCS-SD (display)

Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	277/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit



VAV EQUIPMENT SCHEDULE												
TAG	AREA SERVED	CLG CFM		HTG CFM		LOCAL HEAT MIN	ELEC REHEAT	MODEL NUMBER	SIZE	SERVED BY	BUILDING CONTROLLER	NOTES
		MAX	MIN	MAX	MIN							
VAV - 1 - 01	Basement	800	720	520	520	520	4 kW	VCEF	8"	RTU-01	SC - 01	Replaces EC-1
VAV - 1 - 02	Basement	370	330	240	240	240	2 kW	VCEF	6"	RTU-01	SC - 01	Replaces EC-2
VAV - 1 - 03	Basement	450	410	300	300	300	2.5 kW	VCEF	6"	RTU-01	SC - 01	Replaces EC-3
VAV - 1 - 04	Basement	190	170	130	130	130	1 kW	VCEF	5"	RTU-01	SC - 01	Replaces EC-4
VAV - 1 - 05	Basement	90	80	60	60	60	1 kW	VCEF	4"	RTU-01	SC - 01	Replaces EC-5
VAV - 1 - 06	Basement	1200	1080	780	780	780	6 kW	VCEF	10"	RTU-01	SC - 01	Replaces EC-6
VAV - 1 - 07	Basement	350	320	230	230	230	2 kW	VCEF	6"	RTU-01	SC - 01	Replaces EC-7
VAV - 1 - 08	Basement	650	590	430	430	430	3.5 kW	VCEF	8"	RTU-01	SC - 01	Replaces EC-8
VAV - 4 - 01	1st Floor East	350	320	230	230	230	2.5 kW	VCEF	6"	RTU-04	SC - 01	Replaces VVT Tag 2
VAV - 4 - 02	1st Floor East	850	770	560	560	560	5.5 kW	VCEF	10"	RTU-04	SC - 01	Replaces VVT Tag 5
VAV - 4 - 03	1st Floor East	350	320	230	230	230	2.5 kW	VCEF	6"	RTU-04	SC - 01	Replaces VVT Tag 2
VAV - 4 - 04	1st Floor East	810	730	530	530	530	5 kW	VCEF	10"	RTU-04	SC - 01	Replaces VVT Tag 3
VAV - 4 - 05	1st Floor East	350	320	230	230	230	2.5 kW	VCEF	6"	RTU-04	SC - 01	Replaces VVT Tag 2
VAV - 4 - 06	1st Floor East	700	630	460	460	460	4.5 kW	VCEF	8"	RTU-04	SC - 01	Replaces VVT Tag 7
VAV - 4 - 07	1st Floor East	1000	900	650	650	650	6.5 kW	VCEF	10"	RTU-04	SC - 01	Replaces VVT Tag 9
VAV - 4 - 08	1st Floor East	450	410	300	300	300	2.5 kW	VCEF	8"	RTU-04	SC - 01	Replaces VVT Tag 6
VAV - 4 - 09	1st Floor East	650	590	430	430	430	3.5 kW	VCEF	8"	RTU-04	SC - 01	Replaces VVT Tag 8
VAV - 5 - 01	1st Floor West	1590	1430	1050	1050	1050	10 kW	VCEF	12"	RTU-05	SC - 01	Replaces VVT Tag 11 (Install vandal-proof stat guard)
VAV - 5 - 02	1st Floor West	1000	900	650	650	650	5.5 kW	VCEF	10"	RTU-05	SC - 01	New VAV (Repl. RT-8)
VAV - 5 - 03	1st Floor West	990	890	650	650	650	5.5 kW	VCEF	10"	RTU-05	SC - 01	Replaces VVT Tag 13
VAV - 5 - 04	1st Floor West	400	360	260	260	260	3 kW	VCEF	8"	RTU-05	SC - 01	Replaces VVT Tag 14
VAV - 5 - 05	1st Floor West	720	650	470	470	470	5 kW	VCEF	8"	RTU-05	SC - 01	New VAV (Repl. RT-3)
VAV - 5 - 06	1st Floor West	570	520	370	370	370	4 kW	VCEF	8"	RTU-05	SC - 01	New VAV (Repl. RT-3)
VAV - 5 - 07	1st Floor West	360	320	230	230	230	3 kW	VCEF	6"	RTU-05	SC - 01	New VAV (Repl. RT-3)



VAV BOX DETAIL
(Typical for 24)

NOT TO SCALE

Variable Air Volume Single Duct

Unit Overview - VAV - 1 - 04				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	5" (127mm)	190 cfm	170 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.010 in H ₂ O
Cooling inlet velocity	1393 ft/min
Valve heating airflow	170 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police
Department

THIS DRAWING IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS, DETAILS OF SPECIFICATION DATA MAY NOT BE REPRODUCED OR DUPLICATED NOR MAY ANY WORK BE EXECUTED HEREFROM WITHOUT THE WRITTEN AUTHORIZATION OF TRANE.

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

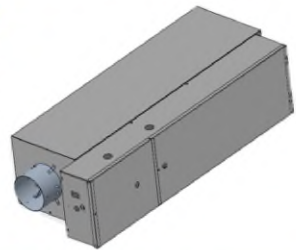
VAV EQUIPMENT

M-6

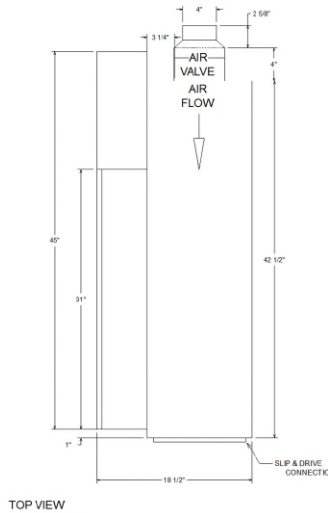
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 4" (102mm), 90 cfm, 83 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 2 columns: Construction and Airflow. Rows include APD @ cooling airflow, Cooling inlet velocity, Valve heating airflow, Unit insulation, Elevation, Operating weight, and Air Leakage Class.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for VAV-1-05.

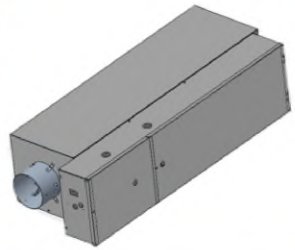


- Customer Notes for VAV-1-05.

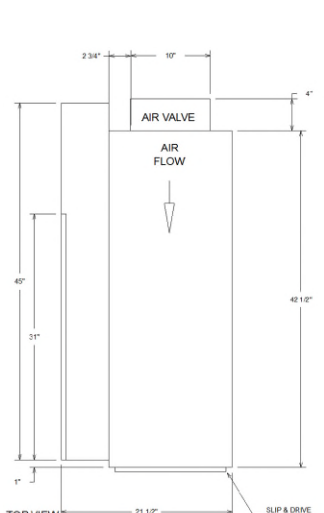
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 10" (254mm), 1200 cfm, 1080 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 2 columns: Construction and Airflow. Rows include APD @ cooling airflow, Cooling inlet velocity, Valve heating airflow, Unit insulation, Elevation, Operating weight, and Air Leakage Class.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for VAV-1-06.

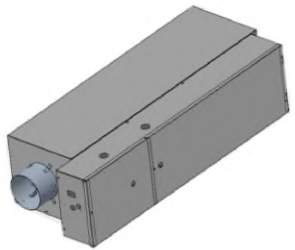


- Customer Notes for VAV-1-06.

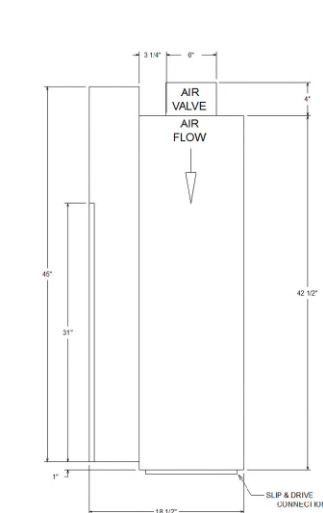
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 6" (152mm), 350 cfm, 320 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 2 columns: Construction and Airflow. Rows include APD @ cooling airflow, Cooling inlet velocity, Valve heating airflow, Unit insulation, Elevation, Operating weight, and Air Leakage Class.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for VAV-1-07.

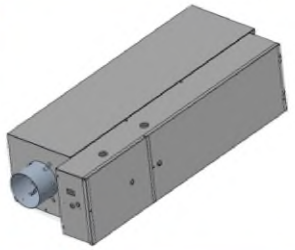


- Customer Notes for VAV-1-07.

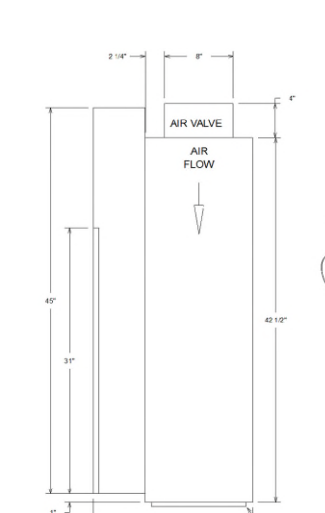
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 8" (203mm), 650 cfm, 590 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 2 columns: Construction and Airflow. Rows include APD @ cooling airflow, Cooling inlet velocity, Valve heating airflow, Unit insulation, Elevation, Operating weight, and Air Leakage Class.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for VAV-1-08.



- Customer Notes for VAV-1-08.

Trane Technologies, 7100 South Madison Street, Willowbrook, IL 60527, P. 630-734-3200, F. 630-323-9040

Winnetka Police Department, 410 Green Bay Rd., Winnetka, IL 60093

THIS DRAWING IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS, DETAILS OF SPECIFICATION DATA MAY NOT BE REPRODUCED OR DUPLICATED NOR MAY ANY WORK BE EXECUTED HEREFROM WITHOUT THE WRITTEN AUTHORIZATION OF TRANE.

Revision table with columns: Rev, Date, Description. Rows 1 and 2.

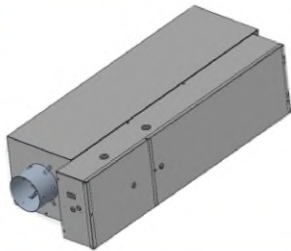
VAV EQUIPMENT

M-6.1

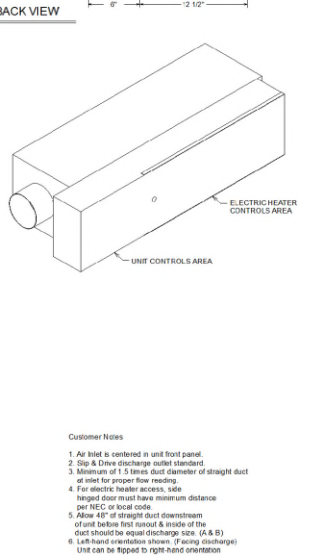
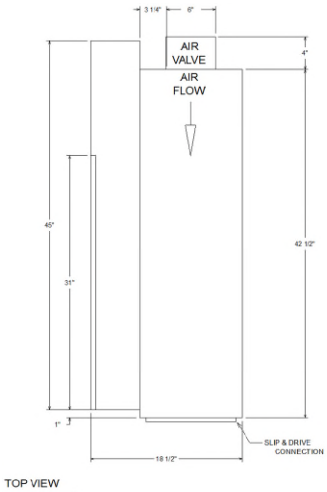
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 01				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	6" (152mm)	350 cfm	320 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.110 in H ₂ O
Cooling inlet velocity	1783 ft/min
Valve heating airflow	320 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	Heating Coil
Full load amps 3.01 A	Primary EDB 55.00 F
Max fuse size 15.00 A	Room heating setpoint 68.00 F
Min circuit ampacity 3.76 A	Room heat loss 4.02 MBh
Unit LAT 79.59 F	
Coil heating capacity 8.54 MBh	
Electric heater voltage 480/3	
Electric heater kilowatt 2.5	
Electric heater stage 1	
Electric heater control Basic SCR EH control	
Controls and Sensors	
Actuator Standard actuator	Duct temperature sensor - factory mounted
DTS & HW Valve Harness	Wireless Sensor Options
Ag - Fi Wireless Communication Module	Wireless Zone Sensor
Trane Air-Fi - WCS-SD (display)	
Accessory Options	
Disconnect Switch	Power fuse
Transformer	480/24 volt transformer
Warranty	
Labor warranty first year 1st year labor warranty whole unit	



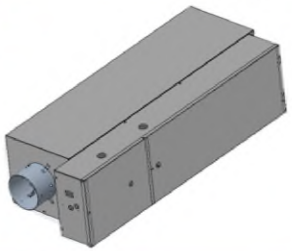
Customer Notes

- Air inlet is centered in unit front panel.
- Slip & Drive discharge outlet standard.
- Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow meeting.
- For electric heater access, side hinged door must have minimum distance per NEC or local code.
- Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size (A & B).
- Left-hand orientation shown. (Facing discharge) Unit can be flipped to right-hand orientation.

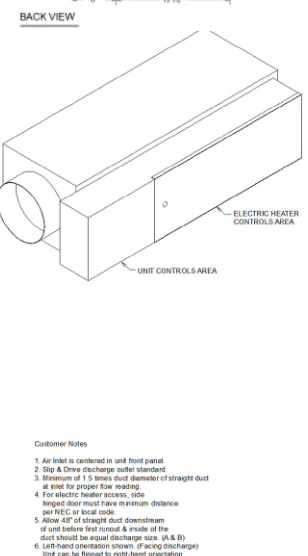
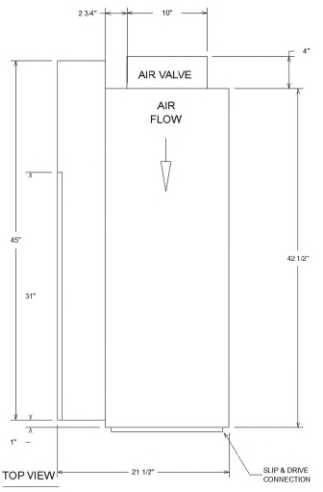
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 02				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	10" (254mm)	850 cfm	770 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.020 in H ₂ O
Cooling inlet velocity	1558 ft/min
Valve heating airflow	770 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	46.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	Heating Coil
Full load amps 6.62 A	Primary EDB 55.00 F
Max fuse size 15.00 A	Room heating setpoint 68.00 F
Min circuit ampacity 8.27 A	Room heat loss 7.32 MBh
Unit LAT 77.48 F	
Coil heating capacity 18.78 MBh	
Electric heater voltage 480/3	
Electric heater kilowatt 5.5	
Electric heater stage 1	
Electric heater control Basic SCR EH control	
Controls and Sensors	
Actuator Standard actuator	Duct temperature sensor - factory mounted
DTS & HW Valve Harness	Wireless Sensor Options
Ag - Fi Wireless Communication Module	Wireless Zone Sensor
Trane Air-Fi - WCS-SD (display)	
Accessory Options	
Disconnect Switch	Power fuse
Transformer	480/24 volt transformer
Warranty	
Labor warranty first year 1st year labor warranty whole unit	



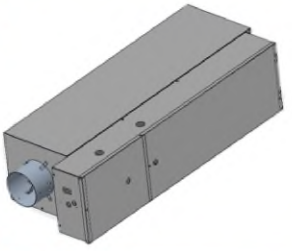
Customer Notes

- Air inlet is centered in unit front panel.
- Slip & Drive discharge outlet standard.
- Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow meeting.
- For electric heater access, side hinged door must have minimum distance per NEC or local code.
- Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size (A & B).
- Left-hand orientation shown. (Facing discharge) Unit can be flipped to right-hand orientation.

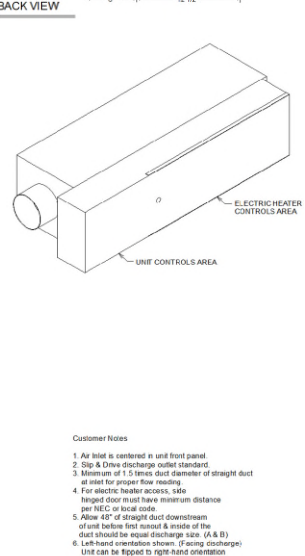
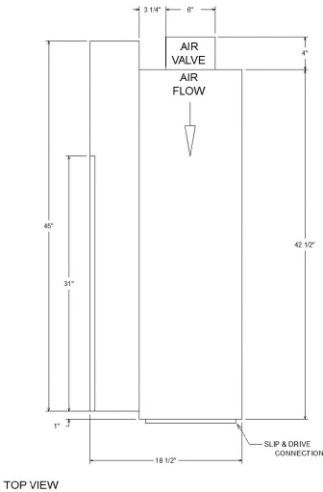
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 03				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	6" (152mm)	350 cfm	320 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.110 in H ₂ O
Cooling inlet velocity	1783 ft/min
Valve heating airflow	320 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	Heating Coil
Full load amps 3.01 A	Primary EDB 55.00 F
Max fuse size 15.00 A	Room heating setpoint 68.00 F
Min circuit ampacity 3.76 A	Room heat loss 4.02 MBh
Unit LAT 79.59 F	
Coil heating capacity 8.54 MBh	
Electric heater voltage 480/3	
Electric heater kilowatt 2.5	
Electric heater stage 1	
Electric heater control Basic SCR EH control	
Controls and Sensors	
Actuator Standard actuator	Duct temperature sensor - factory mounted
DTS & HW Valve Harness	Wireless Sensor Options
Ag - Fi Wireless Communication Module	Wireless Zone Sensor
Trane Air-Fi - WCS-SD (display)	
Accessory Options	
Disconnect Switch	Power fuse
Transformer	480/24 volt transformer
Warranty	
Labor warranty first year 1st year labor warranty whole unit	



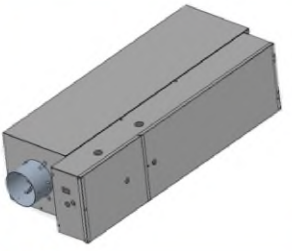
Customer Notes

- Air inlet is centered in unit front panel.
- Slip & Drive discharge outlet standard.
- Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow meeting.
- For electric heater access, side hinged door must have minimum distance per NEC or local code.
- Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size (A & B).
- Left-hand orientation shown. (Facing discharge) Unit can be flipped to right-hand orientation.

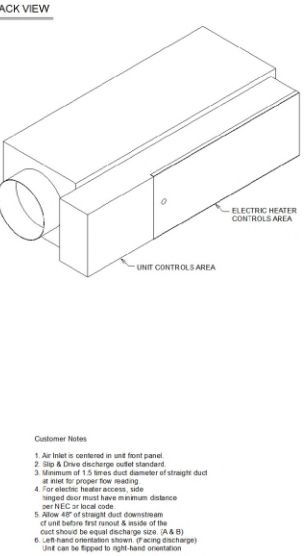
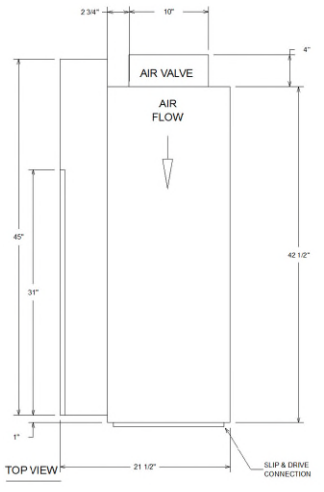
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 04				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	10" (254mm)	810 cfm	730 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.020 in H ₂ O
Cooling inlet velocity	1485 ft/min
Valve heating airflow	730 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	46.0 lb
Air Leakage Class	Standard Air Leakage



Electrical	Heating Coil
Full load amps 6.01 A	Primary EDB 55.00 F
Max fuse size 15.00 A	Room heating setpoint 68.00 F
Min circuit ampacity 7.52 A	Room heat loss 6.78 MBh
Unit LAT 76.56 F	
Coil heating capacity 17.06 MBh	
Electric heater voltage 480/3	
Electric heater kilowatt 5.0	
Electric heater stage 1	
Electric heater control Basic SCR EH control	
Controls and Sensors	
Actuator Standard actuator	Duct temperature sensor - factory mounted
DTS & HW Valve Harness	Wireless Sensor Options
Ag - Fi Wireless Communication Module	Wireless Zone Sensor
Trane Air-Fi - WCS-SD (display)	
Accessory Options	
Disconnect Switch	Power fuse
Transformer	480/24 volt transformer
Warranty	
Labor warranty first year 1st year labor warranty whole unit	



Customer Notes

- Air inlet is centered in unit front panel.
- Slip & Drive discharge outlet standard.
- Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow meeting.
- For electric heater access, side hinged door must have minimum distance per NEC or local code.
- Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size (A & B).
- Left-hand orientation shown. (Facing discharge) Unit can be flipped to right-hand orientation.

Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 05				
Unit model	Primary inlet	Design cooling airflow	Min cooling airflow	Trane Supplied Controls
VCEF (Electric Heating)	10" (254mm)	810 cfm	730 cfm	SY210 Basic (Electric Heat-Mod SCR)

Construction and Airflow	
APD @ cooling airflow	0.020 in H ₂ O
Cooling inlet velocity	1485 ft/min
Valve heating airflow	730 cfm
Unit insulation	1" foil faced
Elevation	0.00 ft
Operating weight	46.0 lb
Air Leakage Class	Standard Air Leakage

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police
Department

THIS DRAWING IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS, DETAILS OF SPECIFICATION DATA MAY NOT BE REPRODUCED OR DUPLICATED NOR MAY ANY WORK BE EXECUTED HEREFROM WITHOUT THE WRITTEN AUTHORIZATION OF TRANE.

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

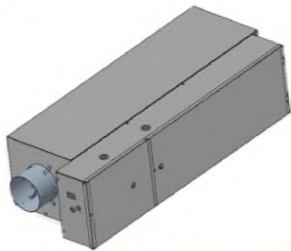
VAV EQUIPMENT

M-6.2

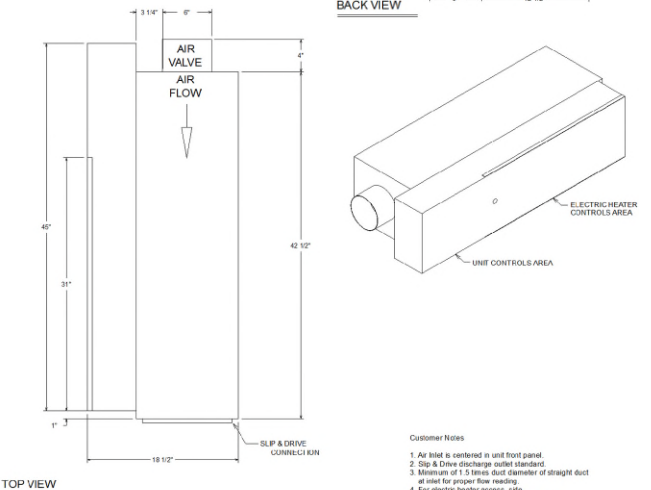
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 05 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table with rows: APD @ cooling airflow, Cooling inlet velocity, Valve heating airflow, Unit Insulation, Elevation, Operating weight, Air Leakage Class



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for VAV-4-05.

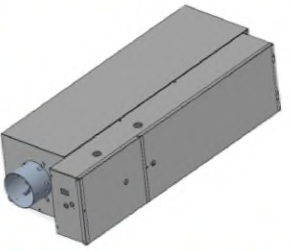


- Customer Notes for VAV-4-05

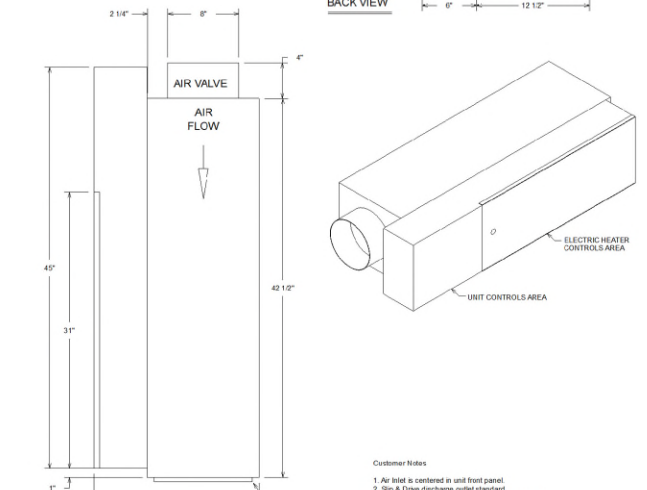
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 06 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for VAV-4-06.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for VAV-4-06.

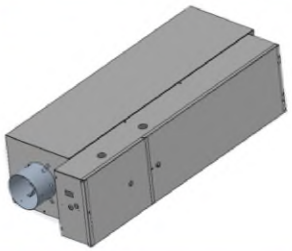


- Customer Notes for VAV-4-06

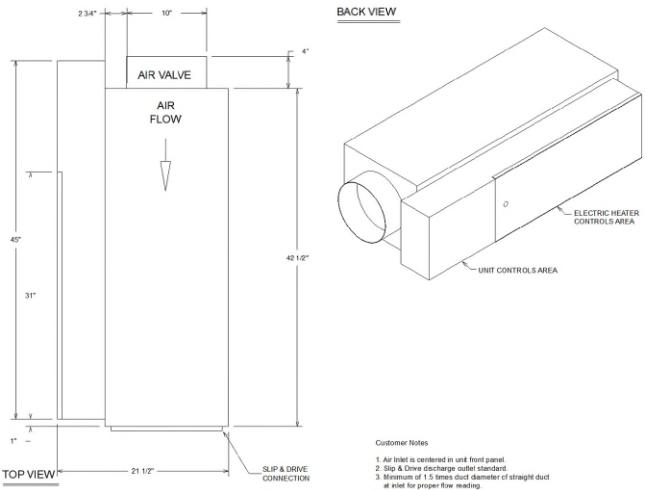
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 07 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for VAV-4-07.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for VAV-4-07.

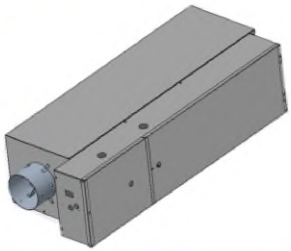


- Customer Notes for VAV-4-07

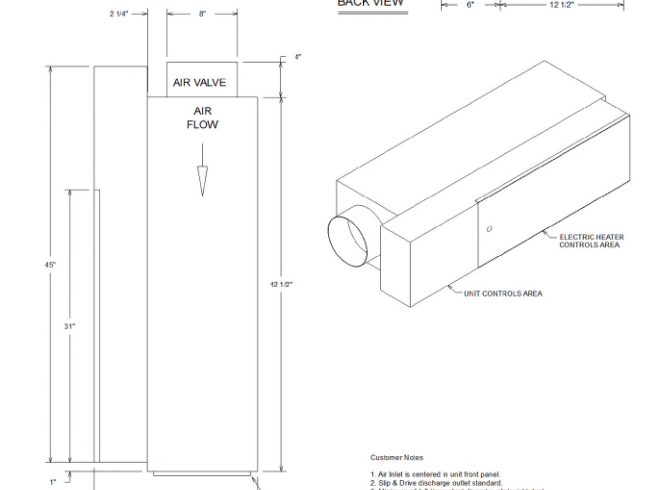
Variable Air Volume Single Duct

Unit Overview - VAV - 4 - 08 table with columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls

Construction and Airflow table for VAV-4-08.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, and Warranty sections for VAV-4-08.



- Customer Notes for VAV-4-08

Trane Technologies address and contact information.

410 Green Bay Rd. Winnetka, IL 60093

Winnetka Police Department

THIS DRAWING IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS, DETAILS OF SPECIFICATION DATA MAY NOT BE REPRODUCED OR DUPLICATED NOR MAY ANY WORK BE EXECUTED HEREFROM WITHOUT THE WRITTEN AUTHORIZATION OF TRANE.

Revision table with columns: Rev, Date, Description.

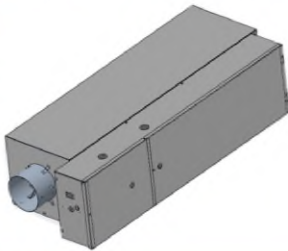
VAV EQUIPMENT

M-6.3

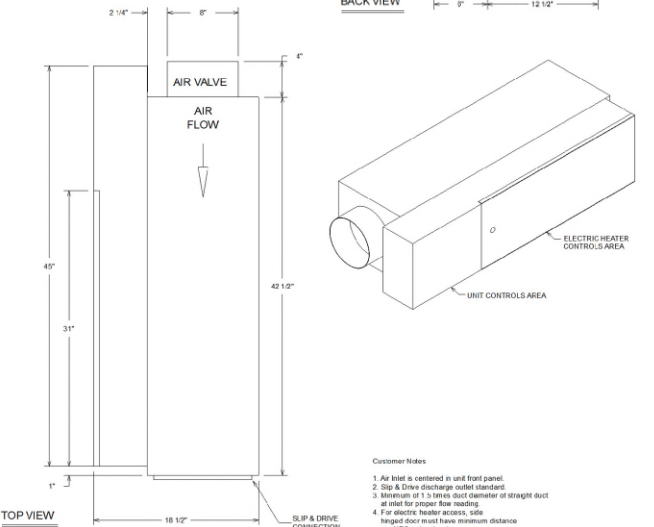
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 8" (203mm), 650 cfm, 590 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.060 in H2O, Cooling inlet velocity 1962 ft/min, Valve heating airflow 590 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 38.0 lb, Air Leakage Class Standard Air Leakage.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty tables for VAV-4-09.

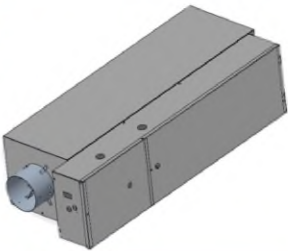


- Customer Notes for VAV-4-09.

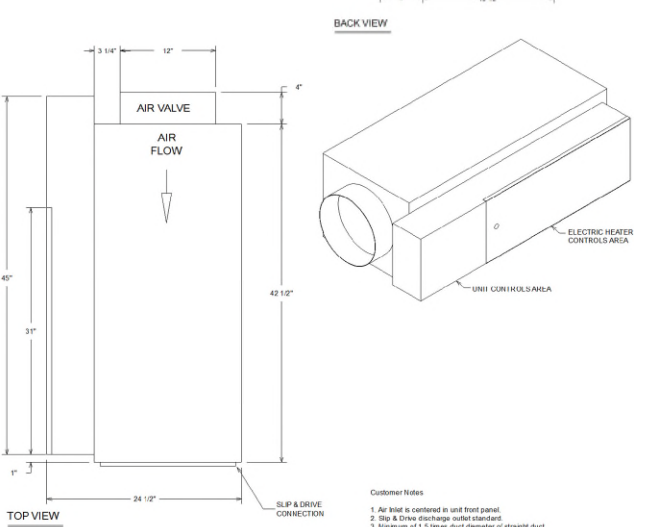
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 12" (305mm), 1590 cfm, 1430 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.050 in H2O, Cooling inlet velocity 2024 ft/min, Valve heating airflow 1430 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 52.0 lb, Air Leakage Class Standard Air Leakage.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty tables for VAV-5-01.

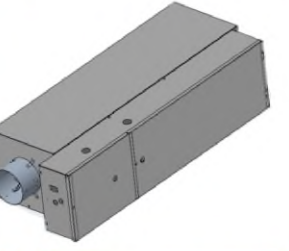


- Customer Notes for VAV-5-01.

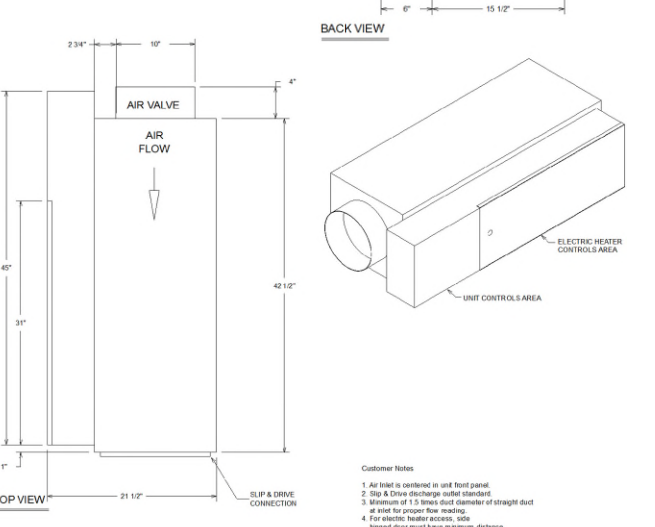
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 10" (254mm), 1000 cfm, 900 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.030 in H2O, Cooling inlet velocity 1833 ft/min, Valve heating airflow 900 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 46.0 lb, Air Leakage Class Standard Air Leakage.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty tables for VAV-5-02.

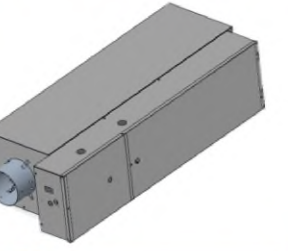


- Customer Notes for VAV-5-02.

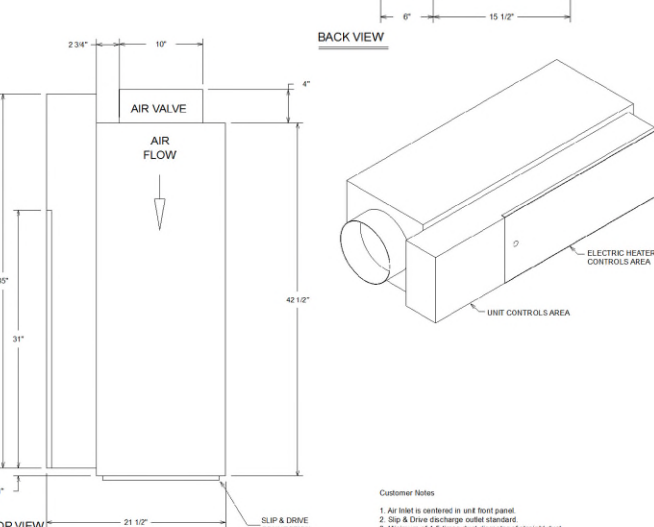
Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 10" (254mm), 990 cfm, 890 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.030 in H2O, Cooling inlet velocity 1815 ft/min, Valve heating airflow 890 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 46.0 lb, Air Leakage Class Standard Air Leakage.



Electrical, Heating Coil, Controls and Sensors, Accessory Options, Warranty tables for VAV-5-03.



- Customer Notes for VAV-5-03.

Variable Air Volume Single Duct

Table with 5 columns: Unit model, Primary inlet, Design cooling airflow, Min cooling airflow, Trane Supplied Controls. Row 1: VCEF (Electric Heating), 10" (254mm), 990 cfm, 890 cfm, SY210 Basic (Electric Heat-Mod SCR).

Table with 1 column: Construction and Airflow. Row 1: APD @ cooling airflow 0.030 in H2O, Cooling inlet velocity 1815 ft/min, Valve heating airflow 890 cfm, Unit Insulation 1" foil faced, Elevation 0.00 ft, Operating weight 46.0 lb, Air Leakage Class Standard Air Leakage.

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police
Department

THIS DRAWING IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS, DETAILS OF SPECIFICATION DATA MAY NOT BE REPRODUCED OR DUPLICATED NOR MAY ANY WORK BE EXECUTED HEREFROM WITHOUT THE WRITTEN AUTHORIZATION OF TRANE.

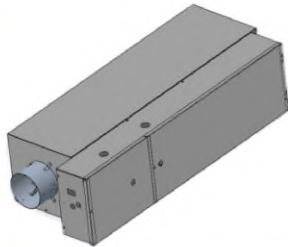
Table with 3 columns: Rev, Date, Description. Row 1: 1, 7-6-22, 35% Design. Row 2: 2, 7-12-22, Walk-Thru Update.

VAV EQUIPMENT

M-6.4

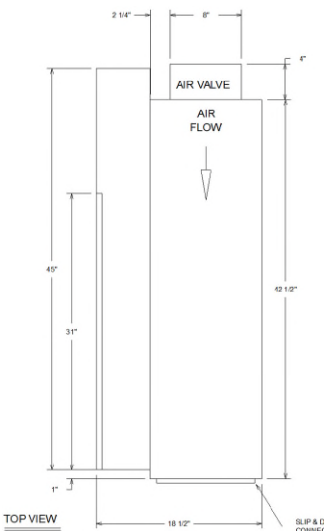


Construction and Airflow	
APD @ cooling airflow	0.030 in H ₂ O
Cooling inlet velocity	1146 ft/min
Valve heating airflow	360 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



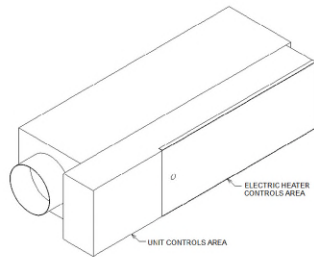
Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	480/24 volt transformer

Warranty	
Labor warranty first year	1st year
Labor warranty whole unit	

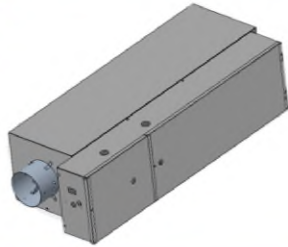


Customer Notes:

1. Air Inlet is centered in unit front panel.
2. Slip & Drive discharge outlet standard.
3. Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow reading.
4. For electric heater access, side hinged door must have minimum distance per NEC or local code.
5. Allow 48" of straight duct downstream of unit before first runout & inside of the duct should be equal discharge size. (A & B)
6. Left-hand orientation shown. (Facing discharge)
Unit can be flipped to right-hand orientation.

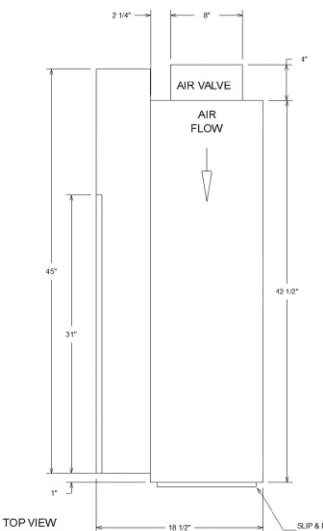


Construction and Airflow	
APD @ cooling airflow	0.070 in H ₂ O
Cooling inlet velocity	2063 ft/min
Valve heating airflow	650 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



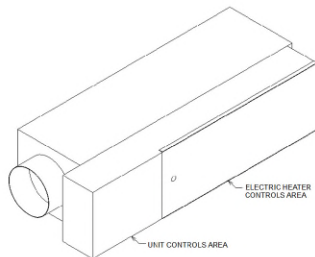
Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	480/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

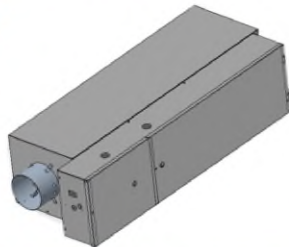


Customer Notes

1. Air Inlet is centered in unit front panel.
2. Slop & Drive discharge outlet standard.
3. Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow reading.
4. For electric heater access, side hinged door must have minimum distance per NEC or local code.
5. Allow 48" of straight duct downstream of unit before first riserout & inside of the duct should be equal discharge size. (A & B)
6. Left-hand orientation shown. (Facing discharge)

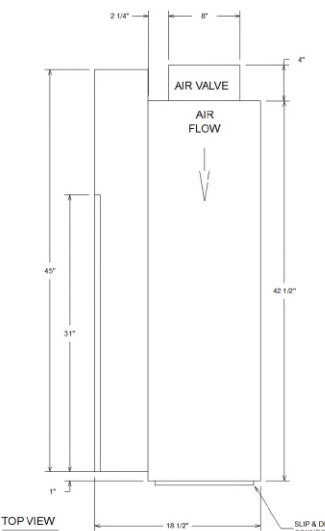


Construction and Airflow	
APD @ cooling airflow	0.050 in H ₂ O
Cooling inlet velocity	1633 ft/min
Valve heating airflow	520 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



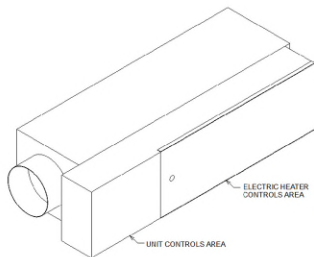
Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	480/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit

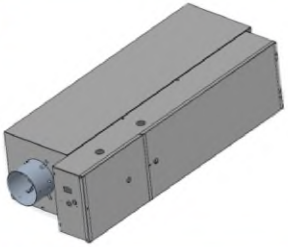


Customer Notes

1. Air Inlet is centered in unit front panel.
2. Slip & Drive discharge outlet standard.
3. Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow reading.
4. For electric heater access, side hinged door must have minimum distance per NEC or local code.
5. Allow 4" of straight duct downstream of unit before first 90° elbow. If the duct should be equal discharge size, (A & B).
6. Left-hand orientation shown. (Facing discharge) Unit can be rotated to enable hand orientation.

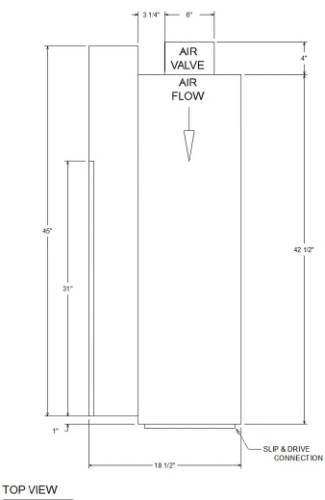


Construction and Airflow	
APD @ cooling airflow	0.110 in H ₂ O
Cooling inlet velocity	1633 ft/min
Valve heating airflow	320 cfm
Unit Insulation	1" foil faced
Elevation	0.00 ft
Operating weight	38.0 lb
Air Leakage Class	Standard Air Leakage



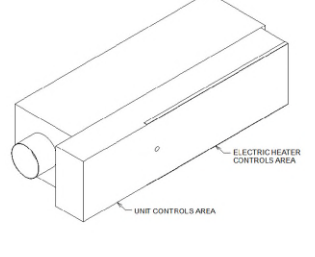
Accessory Options	
Disconnect Switch	Disconnect switch
Power fuse	Power Fuse
Transformer	480/24 volt transformer

Warranty	
Labor warranty first year	1st year labor warranty whole unit



Customer Notes

1. Air Inlet is centered in unit front panel.
2. Slip & Drive discharge outlet standard.
3. Minimum of 1.5 times duct diameter of straight duct at inlet for proper flow reading.
4. For electric heater access, side hinged door must have minimum distance per NEC or local code.
5. Allow 48" of straight duct downstream of unit before first run & inside of the duct should be equal discharge size. (A & B)
6. Left-hand orientation shown. (Facing discharge) Unit can be flipped to right-hand orientation.



TRANE TECHNOLOGIES

**7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040**

410 Green Bay Rd.
Winnetka, IL 60093

Winnetka Police Department

THIS DRAWING IS THE PROPERTY OF
TRANE. DESIGN INFORMATION,
DRAWINGS, DETAILS OF SPECIFICATION
DATA MAY NOT BE REPRODUCED OR
DUPLICATED NOR MAY ANY WORK BE
EXECUTED HEREFROM WITHOUT THE
WRITTEN AUTHORIZATION OF TRANE

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

VAV EQUIPMENT

M-6.5

GENERAL NOTES:

WORK SHALL BE IN COMPLETE ACCORDANCE WITH ALL CODES, RULES, OR ORDINANCES AND REGULATIONS OF ALL AUTHORITIES, BODIES, ASSOCIATIONS, GOVERNMENTS, ETC. HAVING PROPER AND/OR LEGAL JURISDICTION.

CONDUCT TESTS AND INSPECTIONS AS REQUIRED TO ASSURE PROPER INSTALLATION AND OPERATION OF SYSTEMS.

PENETRATIONS THROUGH FLOOR, WALL AND ROOF STRUCTURE SHALL BE WATERTIGHT AND WITH AN APPROVED FIRE STOPPING MATERIAL.

INSTALLATION SHALL COMPLY WITH ALL APPLICABLE LOCAL AND STATE CODES.

ALL EQUIPMENT SELECTED TO COMPLY WITH PLANS AND SPECIFICATIONS.

ALL EQUIPMENT TO HAVE U.L. OR ETL LISTING.

OUTSIDE AIR INTAKES SHALL BE INSTALLED A MINIMUM OF 10'-0" AWAY FROM ALL FLUES, VENTS, BUILDING INTAKES, AND ALL OTHER SOURCES OF CONTAMINATION.

ALL FLUES TO EXTEND 3'-0" ABOVE ROOF.

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.

RESPONSIBILITY NOTES:

SMOKE DETECTORS THAT SHUT DOWN THE UNIT UPON DETECTION OF SMOKE ARE REQUIRED IN THE RETURN DUCTWORK OF ANY AIR SYSTEMS WITH A DESIGN CAPACITY GREATER THAN 2,000 CFM UPSTREAM OF AIR FILTERS AND AFTER ALL BRANCH CONNECTIONS. SMOKE DETECTORS TO BE FURNISHED BY E.C. & INSTALLED BY MECHANICAL CONTRACTOR.

DUCTWORK NOTES:

ALL DUCTWORK TO BE GALVANIZED SHEET METAL.

SHEET METAL FABRICATION AND INSTALLATION SHALL COMPLY WITH THE DUCT MANUAL FOR VENTILATING AND AIR CONDITIONING SYSTEMS AS PUBLISHED BY SMACNA.

ALL RECTANGULAR SUPPLY AND RETURN AIR DUCTS RUNNING ABOVE LAY-IN CEILING TO BE INTERNALLY LINED WITH 1" X 1 1/2# FIBERGLASS DUCT LINING OR WRAPPED WITH 1 1/2" X 3/4# FIBERGLASS INSULATION.

ALL ROUND SUPPLY AIR DUCTS RUNNING ABOVE LAY-IN CEILING TO BE EXTERNALLY INSULATED WITH 1 1/2" 3/4# DENSITY FIBERGLASS DUCT WRAP.

FLEXIBLE DUCT SHALL NOT EXCEED 5 FEET IN LENGTH AND SHALL BE THERMAFLEX TYPE MKE R6 INSULATED OR TYPE SLD UNINSULATED.

ALL DUCT COVERING AND LINING SHALL HAVE A FLAME SPREAD RATING NOT TO EXCEED TWENTY-FIVE (25) AND A SMOKE SPREAD RATING NOT MORE THAN FIFTY (50).

DUCT SIZES SHOWN ARE FINISHED METAL SIZES.

SUPPLY & RETURN AIR DUCTS SYSTEMS TO BE CONSTRUCTED TO 2" PRESSURE RATINGS WITH CLASS A SEALING.

ALL RIGID ROUND SUPPLY AIR DUCTS RUNNING IN UNCONDITIONED SPACES TO BE SLEEVED.

INSTALL ACCESS DOORS AS SHOWN ON DRAWINGS; 12"x12" OR 12" ROUND UNLESS NOTED OTHERWISE.

ALL S/A & R/A DUCTWORK OUTSIDE TO BE INSULATED WITH 2" THICK 3 LB/CU. FT. DENSITY RIGID MOLDED FIBERBOARD WITH FOIL-SCRIM KRAFT VAPOR BARRIER JACKET. BUTT ALL INSULATION JOINTS TIGHT AND SEAL WITH VAPOR BARRIER TAPE WITH PRESSURE SENSITIVE RUBBER BASES ADHESIVE.

CONDENSATE PIPING NOTES:

CONDENSATE DRAIN PIPING: TO BE SCHEDULE 40 PVC TUBING.

GAS PIPING NOTES:

ALL GAS PIPING TO BE SCHEDULE #40 BLACK STEEL WITH BLACK MALLEABLE IRON FITTINGS.

ALL GAS PIPE 2" AND BELOW TO BE SCREWED PIPE UNLESS LOCATED IN A CONCEALED AREA.

ALL GAS PIPE 2-1/2" AND ABOVE TO BE WELDED.

PROVIDE SHUTOFF VALVE, UNION, DIRT LEG, AND PRESSURE REGULATORS AT EACH PIECE OF GAS FIRED EQUIPMENT.

REFRIGERATION NOTES:

REFRIGERATION PIPE INSULATION TO BE 1/2" ARMAFLEX ON SUCTION WITH U.V/WEATHER PROTECTION.

NO REFRIGERATION DEVICES, EXPANSION VALVES, OF CONNECTIONS TO BE LOCATED WITHIN THE AIR STREAM.

ALL REFRIGERANT PIPING TO BE TYPE "K" OR TYPE "L" COPPER FITTINGS AND BRAZED WITH SILFOS.

FOLLOW THE MANUFACTURER SPECIFICATION FOR REFRIGERATION PIPING SYSTEMS

ELECTRICAL SYSTEMS NOTES:

FURNISH AND INSTALL NEW NEMA 4 JUNCTION BOX ABOVE ROOF LINE FOR EACH NEW RTU WHERE NECESSARY

FURNISH AND INSTALL NEW NEMA 4 DISCONNECT ON EACH NEW RTU

FURNISH AND INSTALL NEW CONDUIT TO MATCH EXISTING PIPE AND WIRING SIZING FROM NEW

JUNCTION BOX TO NEW DISCONNECT AND FINAL CONNECTIONS TO RTU'S

INSTALL TRANE PROVIDED WCI BELOW ROOF DECK FOR THE WIRELESS CONTROLS. PROVIDE 24V POWER TO THE WCI

RECONNECT ANY AND ALL FIRE ALARM /LIFE SAFETY SYSTEMS TO NEW RTU'S

EQUIPMENT: REFER TO MECHANICAL EQUIPMENT SCHEDULE.

TESTING, ADJUSTING AND BALANCING - BALANCING THE SYSTEMS:

TEST, ADJUST AND BALANCE ALL AIR SYSTEM TO THE DESIGN CFM VALUES AS INDICATED ON PLANS WITH COMPARISON WITH THE ACTUAL CFM VALVES TESTED.

RECORD FAN SIZE, TYPE, RPM MOTOR, FULL LOAD CURRENT AND VOLTAGE, AND OUTDOOR AIR TEMPERATURE, DB AND WB.

BALANCE SUPPLY SYSTEMS WITH SPECIFIED OUTDOOR AIR QUANTITY.

TEST AND BALANCE REPORT: UPON COMPLETION OF THE WORK, ALL INFORMATION SHALL BE INSERTED ON A SHEET

LISTING ALL ITEMS REQUIRED BY THESE SPECIFICATIONS AND BE INCLUDED IN COMPLETE TEST AND BALANCE REPORT.

ALL SHEETS SHALL BE NEATLY TYPED.

Program Notes

- Trane to perform as a Turnkey provider for this project
- Trane to provide the following equipment:
 - (1) 12.5 Ton VAV Rooftop Unit
 - (1) 15 Ton VAV Rooftop Unit
 - (1) 17.5 Ton VAV Rooftop Unit
 - (3) Roof Curb adapters
 - (24) VAVs with SCR Electric Reheat
 - (2) 200A Electrical Panelboards
- Trane to provide the following subcontractors:
 - Mechanical
 - Electrical power and controls
 - Demolition
 - Pre and post testing and balancing
 - Crane



TRANE TECHNOLOGIES
Trane.com/Chicago

7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

Winnetka Police
Department

410 Green Bay Rd.
Winnetka, IL 60093

THIS DRAWING IS THE PROPERTY OF TRANE. DESIGN INFORMATION, DRAWINGS, DETAILS OF SPECIFICATION DATA MAY NOT BE REPRODUCED OR DUPLICATED NOR MAY ANY WORK BE EXECTURED HEREFROM WITHOUT THE WRITTEN AUTHORIZATION OF TRANE

Rev	Date	Description
1	7-6-22	35% Design
2	7-12-22	Walk-Thru Update

NOTES & DETAILS

M-7

1. THE DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO INCLUDE EVERY DETAIL OF REQUIRED CONSTRUCTION, EQUIPMENT, & MATERIALS. PROVIDE ALL MATERIALS AND WORK NOT SPECIFICALLY MENTIONED OR SHOWN ON THE DRAWINGS BUT WHICH ARE NECESSARY TO FULLY COMPLETE THE WORK.
2. REVIEW THE CONTRACT DOCUMENTS OF OTHER DIVISIONS & COORDINATE ELECTRICAL DIVISION WORK WITH THE WORK OF OTHER DISCIPLINES TO AVOID CONFLICTS & INTERFERENCE.
3. UPON COMPLETION OF THE WORK REQUIRED UNDER THIS CONTRACT, PROVIDE TYPED UPDATED DIRECTORY WITHIN DOOR OF EACH AFFECTED PANELBOARD. LEAVE "SPARE" BREAKERS IN "OFF" POSITION.
4. PROVIDE LIGHTING FIXTURES COMPATIBLE WITH CEILING CONSTRUCTION. COORDINATE WITH ARCHITECTURAL ROOM FINISH SCHEDULES & COMPLY WITH SPECIFICATIONS.
5. IN AREAS HAVING FINISHED CEILINGS, LOCATE CEILING-MOUNTED ELECTRICAL DEVICES & FIXTURES ACCORDING TO ARCHITECTURAL REFLECTED CEILING PLAN. DO NOT INSTALL CEILING-MOUNTED SMOKE DETECTORS WITHIN 4 FEET OF HVAC SUPPLY DIFFUSERS.
6. IN ELECTRICAL & MECHANICAL EQUIPMENT SPACES, COORDINATE EXACT LOCATIONS OF LIGHTING FIXTURES WITH CONDUIT BANKS, DUCTWORK, PIPING, STRUCTURE, SUPPORTS, & OTHER OBSTRUCTIONS. LOCATE FIXTURES SUCH THAT DIALS, GAUGES, METERS, ETC. ARE PROPERLY ILLUMINATED.
7. ALL WIRING METHODS IN THIS PROJECT WILL BE AT MINIMUM PER THE NEC EDITION ACCEPTABLE TO THE AHI.
8. MAINTAIN INTEGRITY OF VERTICAL FIRE RESISTIVE ASSEMBLIES CLASSIFIED AS SMOKE & FIRE/SMOKE PARTITIONS WITHOUT AFFECTING RATING PROVIDED THAT 1) SUCH OPENINGS OCCUR ON ONLY ONE SIDE IN EACH FRAMING SPACE, 2) AREA OF OPENINGS DOES NOT EXCEED 16 SQUARE INCHES, & 3) BOXES ON OPPOSITE FACES OF PARTITION ARE SEPARATED HORIZONTALLY BY NOT LESS THAN 23 INCHES. COMPLETELY FILL WITH APPROVED FIRE RESISTIVE COMPOUND ALL CLEARANCES BETWEEN OUTLET BOXES & DRYWALL. BUILD WALL AROUND BOXES HAVING AREA GREATER THAN 16 SQUARE INCHES.
9. DO NOT INSTALL OUTLET BOXES BACK-TO-BACK IN NON-RATED PARTITIONS. OFFSET & SEAL SIMILAR TO REQUIREMENTS FOR RATED PARTITIONS TO MINIMIZE SOUND TRANSMISSION.
10. COORDINATE ROUTING OF ALL LARGE CONDUITS (2" DIA. & LARGER) & PULL BOX LOCATIONS WITH MECHANICAL PIPING & DUCTWORK PRIOR TO INSTALLATION TO AVOID CONFLICTS & TO GUARANTEE REQUIRED CLEARANCE & ACCESSIBILITY OF ELECTRICAL & MECHANICAL SYSTEMS.
11. DO NOT ATTACH DISCONNECTS & STARTERS PROVIDED DIRECTLY TO EQUIPMENT. MOUNT & SUPPORT SEPARATELY. COORDINATE REQUIRED LOCATION WITH OTHER TRADES PRIOR TO INSTALLATION.
12. PROVIDE APPROPRIATE PULL WIRE IN EACH EMPLY SYSTEMS CONDUIT INCLUDED IN THIS PROJECT.
13. INCLUDE GREEN-INSULATED GROUNDING CONDUCTOR SIZED PER 2020-NEC TABLE 250-122 WITH ALL BRANCH CIRCUIT CONDUCTORS SERVING LIGHTING FIXTURES, RECEPTACLES, MECHANICAL, OR OTHER DEVICES INSTALLED AT OR BELOW 8'-0".
14. FROM ALL FLUSH-MOUNTED PANEL BOARDS PROVIDED AS PART OF THIS PROJECT, STUB THE FOLLOWING EMPTY CONDUITS INTO ACCESSIBLE CEILING SPACE ABOVE PANEL BOARD: (4) 0.75", (3) 1", & (2) 1.25".
15. MATCH A.I.C. RATINGS & OTHER CHARACTERISTICS OF EXISTING DEVICES IN PANELBOARD WHEN ADDING BREAKERS TO EXISTING PANELBOARDS.

- Disconnect/Make safe 277V / 1 Phase connections at (8) basement duct heaters, power to be reused for new VAV boxes
- Demo 24VAC supply at (26) VVT damper locations
- Demo/make safe existing 460V/3 Phase electrical connections to nearest junction box below roof for RTU-03 & RTU-08, leave CBs off, RTU's to be permanently removed
- Disconnect/make safe 460V/3 Phase electrical connections for RTU-01, 04, & 08, power to be reused
- Disconnect/Reconnect existing smoke detectors
- Demo (2) VVT control panels in space
- Demo existing thermostats and zone sensors to be replaced with Air-Fi wireless zone sensors
- Disconnect/Relocate/Reconnect existing antennas mounted on RTU-01 and RTU-03, coordinate with Trane PM before disconnecting
- Demo (2) existing Trane VVT control panels. Remove 24VAC back to source and make safe

- Disconnect/Reconnect existing 277V / 1 Phase connections at basement duct heaters, reuse power for new VAV boxes replacing duct heaters

-
- The diagram illustrates a proposed electrical system with the following components and specifications:
- Existing 480 V 3 Phase 1200A Switchboard SWB:**
 - 600 A main bus.
 - Existing 480 V 3 Phase 600A Panel DP-P.
 - RTUs (Remote Terminal Units):**
 - RTU-01, RTU-04, and RTU-05.
 - Install new 40A fused disconnect at RTU-01.
 - Install new 50A fused disconnect at RTU-04.
 - Disconnect/Reconnect and extend wiring – match existing wire type.
 - New 480 V 3 Phase 200A Panel DP-E (Locate in Equipment Room):**
 - 200 A main bus.
 - Install new 200A CB in spare location.
 - Wiring: (4)-3/0 and (1) #6 G w/ 2 1/2" C.
 - New 480 V 3 Phase 200A Panel DP-W (Locate in Copy Room):**
 - 200 A main bus.
 - Install new 200A CB in spare location.
 - Wiring: (4)-3/0 and (1) #6 G w/ 2 1/2" C.
 - Existing 277V / 1 Phase Circuits:**
 - 20 A, 15 A, 15 A, 15 A, 15 A, 30 A, 15 A, 20 A.
 - Disconnect/Reconnect and extend wiring – match existing wire type (Typ. 8).
 - Other Components:**
 - Tracer SC+ Enclosure (120V from nearest circuit).
 - VAV-4-01 through VAV-4-09 (New 480 V 3 Phase 200A Panel DP-E).
 - VAV-5-01 through VAV-5-07 (New 480 V 3 Phase 200A Panel DP-W).
 - VAV-1-01 through VAV-1-08 (Existing 277V / 1 Phase Circuits).

The diagram illustrates the Factory Air-Fi Wireless Network Architecture. It shows a Tracer SC+ unit (Attic Access Room) connected to three Air-Fi Coordinators (1st Floor West, Basement, 1st Floor East) via 18/2 Shielded IMC and 18/2 24VDC. The Tracer SC+ is also connected to a VAV unit (Typ. for 24) and an RTU unit (Typical for 3) via Ethernet. The Tracer SC+ is powered by a Trane Enclosure w/ 120/24V Transformer, which is connected to New 120V power from the nearest circuit and a Factory Cable. The VAV and RTU units are connected to the Air-Fi Coordinators via Ethernet.

 TRANE[®] | **TRANE**
TECHNOLOGIES

TRANE TECHNOLOGIES
Trane.com/Chicago

7100 South Madison Street
Willowbrook, IL 60527
P. 630-734-3200
F. 630-323-9040

Winnetka Police Department

THIS DRAWING IS THE PROPERTY OF
TRANE. DESIGN INFORMATION,
DRAWINGS, DETAILS OF SPECIFICATION
DATA MAY NOT BE REPRODUCED OR
DUPLICATED NOR MAY ANY WORK BE
EXECUTED HEREFROM WITHOUT THE
WRITTEN AUTHORIZATION OF TRANE

SINGLE-LINE & BAS

E-1

**Intended Roles on Contract**

- Engineering and Sales
- Project Development and Construction Management

Education

- Southern Illinois University, BSME
- Tulane University, MBA Certificate

Areas of Expertise

- Design/Build Contracting
- Performance Contracting
- Customized Solutions
- Hospital and Health Care Market
- Higher Education Market
- Engineering & Development
- Project Management
- Energy Engineering
- Contracting
- Estimating
- HVAC Systems
- Central Plants Cooling and Steam
- Controls
- Energy Management Systems
- Asbestos Abatement
- Building Envelope
- Building Renovation & Remodel

Years of Experience

- Design/Build 30 Years
- Licensed PE since 1988

Professional Memberships

- ASHRAE
- ASHE

Daniel E. Burrows, PE

Strategic Sales Executive

Contracting Solutions

Trane Commercial Systems

Employment History

- 2012 to Present: Trane Co.
- 2010 to 2012: McCauley Mechanical
- 2005 to 2010: KHB Group
- 2001 to 2005: Kroeschell Engineering
- 1998 to 2001: Enron Energy Services

Responsibilities & Experience

Dan's primary responsibility is to work with the Account Management team to perform the engineering and establish project scope, solutions and overall contracting and construction plan.

Dan has 30 + years of experience engineering, developing, and managing Design/Build Contracts across the Country and World. Project size ranges from \$25k to \$50M. Scope of these projects included simple HVAC repairs to total System Retrofits to Total Energy plants. The majority of these projects have been in the Health Care, Industrial, and Higher Education Markets. The success of these projects required a unique understanding of performing construction in occupied spaces in a very tight timeframe while establishing effective working relationships with Administrators, Boards, Maintenance Staff, Contracting Partners, Consultants, Permitting Agencies and Union Agents.

Dan has significant experience managing the engineering, development and construction of mechanical, electrical, and plumbing projects.

Dan has built and managed operations teams both locally, nationally, and on a world platform in particular for the US Air Force Health Care Division.