



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:30 P.M. MARCH 7, 2017**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes – Committee of the Whole Meeting – February 21, 2017**
- IV) Regular Business**
 - 1) Discussion Concerning Any Questions on Village Board Meeting Agenda Items (6:30 – 6:35 p.m.)
 - 2) Discussion Concerning Recommended New Communication Initiatives (6:35 – 7:00 p.m.)
 - 3) Discussion Concerning Lighting Options for the New Touhy Avenue Overpass (7:00 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: March 3, 2017

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 21, 2017**

DRAFT

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:00P.M., Tuesday, February 21, 2017, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Turry, Trustees Bass, Patel, Elster, Klatzco, Cope, Spino (by phone)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Heather McFarland, Management Analyst; Charles Meyer, Assistant to the Village Manager; Chiefs LaMantia and Hansen; Andrew Letson, Acting Public Works Director; Charles Greenstein, Village Treasurer; Financial Director, Robert Merkel

Approval of Minutes

Minutes of the February 7, 2017 Committee of the Whole meetings were distributed in advance of the meeting and were examined. Trustee Elster moved to approve the minutes. Trustee Klatzco seconded the motion. The motion passed with a Voice Vote.

Regular Business

1. Discussion Concerning Any Questions on Village Board Meeting Agenda Items

There was no discussion

2. Employee Recognitions

This item was presented by Mr. Wiberg and President Turry. Mr. Wiberg introduced each employee and spoke of their accomplishments with the Village

Ten Years

Police Chief Robert LaMantia

Ramiro Silva

Abelardo Monarrez

Francheska Russo

Community Service Officer John DeLacy

Fifteen Years

Oleg Korol

Lt. Jim Barnett

Records Clerk Joseph Viggiano

Thirty Five Years

Community Services Officer Mark Weidner

Keith Zwik

Forty Years

Executive Secretary Mary Liss

William Eastman and Paul Wagner, both, 10 year employees were not in attendance.

Mr. Wiberg and President Turry thanked the employees for their service.

3. Discussion Concerning Recommended Wayfinding Signs for the Municipal Campus

This item was presented by Charles Meyer,

Project Overview

*Staff identified issues with residents/visitors being unable to find the correct building/
Department on campus

*\$10,000 allocated in the 2016/17 Village Budget for the design, fabrication and installation of
signage to alleviate identified issues

*September 20, 2016 – Village Board authorized Staff to engage Christopher B. Burke
Engineering, LTD (CBBEL) and Tria Architecture to develop wayfinding signage

*CBBEL and Tria performed a site visit in the fall, 2016 and provided several iterations to Staff

*Internal Signage

+Wall mounted perpendicular signage for:

- Parks and Recreation
- Finance
- Restrooms
- Council Chambers
- Mayor/Village Manager's Office

+Directory for North and South Entrances

*External Signage

+Building Mounted signage for:

- Police Department
- Village Hall
- Community Center

+In-ground directory signage located near north/south entrances to Village Hall

Photos and renderings were exhibited.

Trustee Elster requested clarification which was provided.

Trustee Bass questioned if other options were looked at.

President Turry questioned if it is unusual for an expert to be hired, answer was that it is common. President Turry also commented that it looks like a good plan.

Consensus was to go ahead.

Adjournment

At 7:28 P.M. Trustee Elster moved to adjourn Committee of the Whole, seconded by Trustee Patel.
The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: March 3, 2017

SUBJECT: **March 7 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:30 p.m.** on Tuesday evening. Dinner will be available beginning at 5:45 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items for discussion:

1) **Discussion Concerning Any Questions on Village Board Meeting Agenda Items (6:30 – 6:35 p.m.)**

The Mayor has requested that time be devoted at each COTW meeting for staff to address any questions the Board may have concerning any item on the Village Board meeting agenda.

2) **Discussion Concerning Recommended New Communication Initiatives (6:35 – 7:00 p.m.)**

The Village Manager's Office tries to use all available communication mediums to inform our citizens of various Village issues. [Attached](#) is a memorandum from the Management Analyst summarizing a series of new initiatives that will further our efforts to efficiently inform residents of Village-related information.

3) **Discussion Concerning Lighting Options for the New Touhy Avenue Overpass (7:00 – 7:30 p.m.)**

The Board has directed staff to move forward with specific design elements for the new bridge over Touhy Avenue for the Valley Line Recreation Trail. The last element requiring Board direction concerns lighting. The Board has already directed staff to include lighting on the four main pillars of the bridge. In regards to lighting, the Board will be asked if it desires to add an additional accent of lighting across the entire bridge span. [Attached](#) is a memorandum from the Public Works Director summarizing this issue. Residents of the Barclay and Lincolnwood Suites condominiums have been notified that this item will be discussed on Tuesday evening.

If you should have any questions concerning these matters, please feel free to contact me.



MEMORANDUM

TO: Tim Wiberg, Village Manager

FROM: Heather McFarland, Management Analyst

DATE: March 3, 2017

SUBJECT: **Village Communications**

The current state of Village of Lincolnwood communications follows an as-needed approach. Of the several platforms available to the Village, there is limited information incoming to communications staff to establish a reliable outlet of information for readers. In order to further engage the community to enhance general understanding of Village services, it is recommended that the communications approach be restructured. The following outlines several new ways to improve communication to the public:

1. **Establish a staff communication group** to meet weekly on Thursdays to plan the following week's communications. Utilizing a group helps to broaden the scope of communication material and to decide what information is newsworthy. The Management Analyst will be responsible for drafting a communication plan prior to each meeting. Recommended group members include Ashley Engelmann (Assistant Village Manager), Chuck Meyer (Assistant to the Village Manager), Linda Vering (Communication Outreach/Marketing Coordinator) and Heather McFarland (Management Analyst). Prior to each week's communication meeting, departments will be reminded at the staff meeting to submit any communications material to the Management Analyst by end of day Wednesday.
2. **Create a communication plan** that identifies what information will be communicated per platform. Each platform has a different focus and way of communicating to its users. The Management Analyst will be responsible for drafting and publishing the material listed on the communication plan. The Assistant Village Manager will review draft material prior to publication. The plan's outline will be as follows:

- a. Press Releases: Village sponsored events and major news, sent Monday – Thursday
 - b. Website: Important reminders, events and news
 - c. E-News (Switch E-Gov to Constant Contact): See item 3
 - d. NextDoor: Events and reminders
 - e. Social Media (Facebook, Twitter, Instagram (forthcoming – pictures only and connected to Facebook): reminders, news, events and other misc. posts; each post must be paired with an image
 - f. Public Access Channel: Events, reminders, Village imagery
3. **Reformat e-news** to a one page bi-weekly newsletter compiling reminders, news and events with links to additional information on website using Constant Contact in place of E-Gov. Newsletters should be issued on Tuesdays, a common day for high readership.
 4. **Post notable crime incidents** on the Village’s website to increase communication on public safety within the community. Each week notable incidents will be compiled and posted as a PDF document in the “posts” section of the website, with links to the document also on NextDoor, Facebook and Twitter. Two-week crime reports should also be included in the bi-weekly newsletter.
 5. **Coordinate with Parks and Recreation’s communications** to eliminate redundancies and assist with cross promotion through sharing stories on social media.
 6. **Update the Communications Policy** to reflect changes proposed in this memorandum. Such changes include:
 - a. Weekly communication group and plan format
 - b. Departmental requirement to submit communications material weekly
 - c. Change from E-Gov to Constant Contact for e-news and implementation of weekly e-newsletter
 - d. Publication of Press Releases as needed, Monday – Thursday
 - e. Removal of authorization for departmental social media pages, with the exception of Parks and Recreation

Village Board Direction:

Staff is seeking feedback on the Communications Plan as proposed.



MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Andrew Letson, Acting Public Works Director

DATE: March 7, 2017

SUBJECT: Touhy Avenue Overpass Accent Lighting

Background

On October 21, 2011, the Village was awarded a Congestion Mitigation and Air Quality (CMAQ) grant for construction of a pedestrian/bicycle overpass at Touhy Avenue on the Commonwealth Edison right-of-way (ComEd ROW). Since then, the Village has contracted with Stanley Consultants ("Stanley") to perform the design of the project. Throughout the design phases, the Village has held six public meetings, as well as meetings with the neighboring condominium buildings to discuss the project.

Throughout the course of the public meetings, it was decided to move forward with a three-span truss bridge made of corten steel with mechanically stabilized embankments ("MSE") approach walls. In May 2015, two public meetings were held to discuss the conceptual design of the bridge and review architectural elements. On May 19, 2015 the Village Board unanimously approved the Phase I concept plan for the project.

In October, 2015 the Village Board approved an agreement with Stanley to begin Phase II engineering for the pedestrian/bicycle overpass. On July 12, 2016 the Parks and Recreation Board held a public meeting to discuss a variety of architectural elements including the size of the signage letters, the Village identifier to be displaced, brick color, pattern and texture, lighting color, and landscaping elements. On August 16, 2016 the Village Board concurred with the recommended architectural elements.

Purpose

Since the August 16, 2016 Village Board meeting, Stanley has been working to finalize the Phase II design of the project. During this process, they have proposed a potential additional band of lighting that had not been previously discussed. The proposed LED lighting would be a strip along the bottom edge of the bridge. Lighting strips would be included on both the east and west sides of the bridge. The lighting strips could be run from abutment to abutment (Option 1) or have a shorter run from pier to pier (Option 2). This lighting would be an accent and would not be intended to provide illumination for the surrounding area. Attached are renderings that demonstrate both options.

Table 1. Estimated Cost	
Option	Cost
Option 1 (Abutment to Abutment)	\$20,000
Option 2 (Pier to Pier)	\$46,640

The total budget for construction of this project is \$3.7 million, with 80% being funded through the CMAQ grant. Stanley estimates that either of the proposed lighting options would fit within the proposed budget; however, it would be an option that could be removed if the bids come in over budget.

Proposed Timeline

Since this project has received a Federal grant, the Illinois Department of Transportation (IDOT) will be managing the bidding and construction contract. The Touhy Avenue Overpass is scheduled for a letting on August 4, 2017. In order to meet this schedule, pre-final plans are due to IDOT on March 10, 2017. Construction is expected to begin in fall 2017 and completed the following summer.

Staff Direction

Staff is seeking direction regarding whether accent lighting should be added to the bottom edge of the Touhy Avenue Overpass and if so, whether it should run from abutment to abutment or from pier to pier.

Attachments

- Renderings of Proposed Options

Option 1: Abutment to Abutment



Option 2: Pier to Pier





**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., MARCH 7, 2017**

AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Village Board Minutes – February 7, 2017
2. Village Board Minutes – February 21, 2017

V. Warrant Approval

VI. Village President's Report

VII. Consent Agenda (If anyone wishes to speak to any matter on the Consent Agenda, a Speaker's Request Form must be completed, presented to the Village Clerk, and the matter will be removed from the Consent Agenda and added to Regular Business.)

1. Approval of an Ordinance Amending Section 10-2-3 (Class A Local Liquor Licenses) of the Village Code of Lincolnwood to Eliminate One Class A License (Appears on Consent Agenda Because it is a Routine Function of Government)
2. Approval of a Resolution Awarding a Contract to Norvilla, LLC of Broadview, IL for the Construction of the Lowe's Parking Lot Entrance Modifications in the Amount of \$77,970.15 (Appears on Consent Agenda Because it is for the Lowest Qualified Bidder)
3. Approval of the Following Items Pertaining to the Lincoln Avenue Median Improvement Project: A) A Resolution Awarding a Contract to Nettle Creek Nurseries of Morris, IL in the Amount of \$858,441.40; B) An Ordinance Waiving the Competitive Bidding Process and Approving an Agreement with Christopher B. Burke Engineering, Ltd. in the Amount of \$35,000 for the Provision of Construction Management Services (Appears on Consent Agenda Because it is for the Lowest Qualified Bidder)
4. Approval of a Resolution Pledging \$75,000 in Local Funds Required to Apply for a \$250,000 Grant through the Invest in Cook Program for the Touhy/Cicero Intersection Improvements (Appears on Consent Agenda Because it is a Routine Function of Government)
5. Approval of an Ordinance to Waive Enforcement of Chapter 17, Article 2, Section 16(A) of the Municipal Code of Lincolnwood for the Use, Operation and Playing of Sound Devices at a Private Affair on Sunday, March 12, 2017 from 6:00 p.m. to 10:00 p.m. at 6529 N. Central Park Avenue, Lincolnwood, IL. (Appears on Consent Agenda Because it is a Routine Function of Government)

VIII. Regular Business

None

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Report

XIII. Public Forum

XIV. Closed Session

A Closed Session is Requested to Discuss Employment Matters 2(c)(1)

XV. Adjournment

DATE POSTED: March 3, 2017

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at Lincolnwood.tv at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. on cable television or online at lwdtv.org or on the Lincolnwood Mobile App.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 7, 2017**

DRAFT

Call to Order

President Pro-Tem Elster called the regular meeting of the Lincolnwood Board of Trustees to order at 7:30 PM, Tuesday, February 7, 2017, in the Council Chambers of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

The Corporate Authorities and all persons in attendance recited the Pledge of Allegiance to the flag of our country.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Pro-Tem Elster, Trustees Cope, Patel, Klatzco, Spino,

ABSENT: President Turry (by phone).

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Charles Greenstein, Village Treasurer; Heather McFarlan, Management Analyst; Steven Elrod, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development ; Robert LaMantia, Police Chief; Robert Merkel, Finance Director.

Approval of Minutes

The minutes of the January 17, 2017 Village Board meeting were distributed and examined in advance. Trustee Patel moved to approve the minutes as presented. The motion was seconded by Trustee Spino.

The motion passed by Voice Vote.

Trustee Bass abstained.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$979,207.11. The motion was seconded by Trustee Spino.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Spino, Klatzco, Patel, Cope, Bass, Elster

NAYS: None

The motion passed.

Village President's Report

1. President Pro-Tem Elster spoke regarding Earth Day which will take place around the world on March 25.

2. The Human Relations Commission is sponsoring an Iron Chief event on February 11, 2017

3. Upcoming Meetings

President Pro-Tem Elster announced upcoming meetings. These meeting dates may be found on the Village Website.

4. President Pro-Tem Elster wished a happy 90th birthday to Village Treasurer Chuck Greenstein, all in attendance joined in the good wishes.

Consent Agenda

1. Approval of a Resolution Approving Payment for Reprogramming of Wireless Fire and Burglar Alarms by Chicago Metropolitan Fire Prevention Company in the Nor-to-Exceed Amount of \$32,625.
2. Approval of a Request to Issue a Class S-E Liquor License to the Friends of Lincolnwood 2015, Inc. for the 2017 Lincolnwood Fest
3. Approval of Four Resolutions Requesting Motor Fuel Tax Funds from the State of Illinois Pertaining to General Maintenance, Infrastructure Improvements, and Local Match Requirements for a Surface Transportation Program Grant
4. Approval of an Ordinance Approving Special Uses and Variations for the Development of a New Retail Building with a Drive-Through Facility at 4320 West Touhy Avenue

Trustee Patel moved to approve the Consent Agenda, as presented, seconded by Trustee Klatzco.

Upon Roll Call the Results were:

AYES: Trustees Patel, Klatzco,

NAYS: None

The motion passed

Regular Business

5. Consideration of a Resolution Approving the Lincolnwood Chamber of Commerce Street Light Banner Program on Pratt Avenue between McCormick Boulevard and Hamlin Avenue and in the Northeast Industrial District

This item was presented by Mark Facchini using PowerPoint

Background and Actions

*February 2015 – The Chamber presented a request to install banners on streetlights along Touhy Avenue

*May 2015 – the Zoning Code was amended to allow Village approved banner advertisements on street light poles

*IDOT reviewed a permit application, which was denied due to a State law that prohibits banners with advertising in the State's right- of- way

Program

- *Chamber is requesting that banners be allowed on Pratt Avenue from McCormick Boulevard to Hamlin Avenue
- *Chamber will hire a vendor to install and maintain the banners
- *Members will pay an annual fee to the Chamber
- *The program is intended to provide Lincolnwood businesses an opportunity to advertise along the industrial corridor
- *If successful, the Chamber may request to expand the program into other areas of the Northeast Industrial District
- #Expansion will require approval of the Village Manager

Light poles and banner mock-up were presented as was a map of the potential location of banners.

Damien Kardaras, Chamber President of the Board of the Chamber addressed the Board and responded to some questions.

Trustee Patel asked if any Chamber member will be able to advertise.

Yes, Chamber members may advertise, even if the business is not located in Lincolnwood.

Trustee Cope wished to know the type of banners. A description was provided.

Discussion ensued regarding alternate placements.

The Chamber Board wishes to start on Pratt and when the area is filled, to place banners on Northwest Parkway.

Trustee Klatzco stated that the best locations for banners would be in the Manufacturing District.

Trustee Spino added that she understood the desire for Pratt. Trustee Cope agreed with Trustee Klatzco.

Trustee Patel moved to continue this discussion at a future date, seconded by Trustee Cope.

Staff needs to be consulted on this.

6. Consideration of an Ordinance Initiating an Eligibility Study for the Re-Designation of the Lincoln-Touhy Redevelopment Project Area, and Waiving Competitive Bidding and Authorizing an Agreement with Kane, McKenna and Associates, Inc., for Performance of the Study

This item was presented by the Village Attorney.

This is in regard to the Lincoln-Touhy TIF. Purpose is to increase property valuation which has declined.

TIF Lifespan is 23 years, six years have gone by.

The Village could end the TIF and open a new TIF, if all requirements are met.

To begin the process, a required study is necessary. Trustee Elster questioned the purpose now.

Attorney Elrod stated that the Village could wait for a new developer. When the TIF was started, the property was not vacant, currently, it is vacant.

Questions regarding the process. Attorney Elrod provided clarification.

Attorney Elrod discussed initiating the process and waiving of bidding.

Trustee Cope questioned at what point a study becomes “stale”. At 12 months, it was determined that it was not too long (stale).

Trustee Patel moved to approve the Ordinance, seconded by Trustee Spino.

Upon Roll Call the results were:

AYES: Trustees Spino, Klatzco, Patel, Elster

NAYS: Trustees Cope, Bass

A Super Majority was needed and not achieved.

Trustee Patel moved to approve the Ordinance, not to include the waiver of competitive bidding process, seconded by Trustee Spino.

Upon Roll Call the results were:

AYES: Trustees Patel, Spino, Elster, Klatzco

NAYS: Trustees Cope, Bass

The motion passed

7. Consideration of a Resolution Approving an Implementation Plan Addressing the Goals in the Adopted 2016 Comprehensive Plan for the Village of Lincolnwood

Trustee Cope moved to Table this item, seconded by Trustee Bass.

The motion passed by Voice Vote.

Manager’s Report

1. Mr. Wiberg announced that Village Offices will be closed on Monday February 20 for observance of Presidents Day
2. Transition of Emergency Police and Fire services to Skokie will take place on March 1.

Board and Commissions Report

None

Village Clerk’s Report

None

Trustees Reports

None

Public Forum

Stacey Field read a letter from an attorney regarding Lydia Cohan and the Village.

Resident Lydia Cohan spoke of her issues with the Mayor and Village employees.

Resident Howard Cohan spoke of issues with the Police Department.

Resident Buzz Alpert of issues regarding Village Staff.

Resident Georjean Nickell had questions regarding Banners, TIF and Purple Hotel.

Adjournment

At 9:10 P.M. Trustee Patel moved to adjourn the meeting, seconded by Trustee Cope.
The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 21, 2017**

DRAFT

Call to Order

President Turry called the regular meeting of the Lincolnwood Board of Trustees to order at 7: 30 PM, Tuesday, February 21, 2017, in the Council Chambers of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

The Corporate Authorities and all persons in attendance recited the Pledge of Allegiance to the flag of our country.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:

PRESENT: President Turry, Trustees Bass, Klatzco, Elster, Patel, Spino (by phone)

ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Charles Greenstein, Village Treasurer; Heather McFarland, Management Analyst; Mark Burkhart, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development ; Robert LaMantia, Police Chief; Robert Merkel, Finance Director; Andrew Letson, Acting Public Works Director

Approval of Minutes

The minutes of the February 7, 2017 Village Board meeting were not available at this time. Two sets of minutes will be available for review at the next Village Board meeting.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$1,046,034.11. The motion was seconded by Trustee Elster.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Elster, Klatzco, Bass, Patel, Spino

NAYS: None

The motion passed.

Village President's Report

1. Iron Chiefs – President Turry spoke regarding the success of this event, over 100 were in attendance and a donation of \$3500 was made to the Niles Township Food Pantry.

2. A debate for those running for Village offices will be held on March 28 in Council Chambers and will be broadcast on Channel 6. This debate will be sponsored by the Lincolnwood Chamber of Commerce.

3. Lincolnwood Parks and Recreation Department received an Outstanding Program Award. Congratulations to Melissa Rimdzius, Laura McCarty and the rest of the staff.
4. President Turry spoke of criticism he has received for his leaving for vacation. He defended his position.
5. President Turry spoke of Earth Hour coming up in March and urged all residents to turn off their electricity using devices and lights.
6. Upcoming Meetings

President Turry announced upcoming meetings. These meeting dates may be found on the Village Website.

Consent Agenda

1. **Approval of a Request to Issue a Class S-E Liquor License to the Lincolnwood Public Library for a Grand Reopening Occurring March 2, 2017 from 5:00 P.M. to 7:00 P.M.**
2. **Approval of an Ordinance Waiving the Bid Process and Awarding a Proposal from Halogen Supply Company, Inc. for the Design and Purchase of Two Halo Gen.RTS Controllers for the Proesel Park Family Aquatic Center Pool**
3. **Approval of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance, Waiving Section 6-3-2(B) Governing Park Hours, Section 9-1-3 Requiring the Issuance of Business Licenses and 6-3-9(I) Prohibiting Gambling, Allowing the Friends of the Community Center to Hold Lincolnwood Fest 2017 on July 20-23**
4. **Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Chapter 7, Article 2, Section 15 of the Village Code Pertaining to Restricting Parking Between the Hours of 9:00 p.m. and 6:00 a.m. in the Designated Parkway Parking Area on the East Side of Kimball Avenue between Devon Avenue and the North Alley**

Trustee Elster moved to approve the Consent Agenda, as presented, seconded by Trustee Patel.

Upon Roll Call the Results were:

AYES: Trustees Patel, Elster, Bass, Klatzco

NAYS: None

The motion passed

Regular Business

5. **Consideration of an Ordinance to Amend Chapter 7, Article 2, Section 17, 18 and 24 of the Village Code Regarding Parking of Recreational and Commercial Vehicles**

This item was presented by Chief LaMantia using PowerPoint.

Commercial Vehicles – Current and Proposed Regulations by Vehicle Type

Charts indicating types, regulations and proposed regulation were exhibited for thirteen types of vehicles.

Photographs were exhibited of various types of vehicles identified within the Village.

Trustee Bass questioned the square footage of signs.

Trustee Patel stated that this item has been in discussion for about five years. It came before the Traffic Commission in 2012. The question is how to regulate, not do we regulate.

Can the Board bifurcate and move forward with the identified six items.

Trustee Bass would like to Table this item, because people were not given enough notice.

Attorney Burkland stated that if consensus is to revise the Ordinance, the Board needs to direct the attorney to draft a new Ordinance.

Chief LaMantia stated that notifications have been made.

President Pro-Tem Elster recommended that the item be Tabled and brought to a meeting with the full Board in attendance.

Trustee Bass suggested that everyone would know what is going on if the Village checked names on vehicle stickers.

Trustee Patel stated that the problem is that not all vehicles are stickered in Lincolnwood.

President pro-tem Elster opined that either there should be a vote on all items or Table all.

The following residents addressed the Board:

Resident Peter Ranemann – We will keep coming back to meetings, some of the items are logical, some not.

Resident Steve Kadeem – We need at least a month's notice, where do we draw the line on which vehicles we may have.

Resident Virgil Tiran – We should not have to hire an attorney to see where we can park.

Trustee Patel stated that he had observed a very large truck on a driveway for one year – a process is needed.

Resident Lou Napravnik – Thanks for hearing us. We need to get the word out, there are no bad people here.

Resident Tiba – Vehicles on driveways for more than one or two days should not be allowed. Complaints should be checked.

Resident Stan Wilk – Recommends using robo-call to notify residents of meetings of interest.

Mr. Wiberg provided residents with Chief LaMantia's email.

A list of those in attendance was provided, with contact information.

Trustee Klatzco moved to Table the item to the Village Board meeting of June 20 (workshops to be held before the meeting), seconded by Trustee Bass Motion passed with a Voice Vote.

6. Consideration of an Ordinance Waiving Competitive Bidding and Authorizing an Agreement with Kane, McKenna and Associates, Inc. for Performance of an Eligibility Study for the Re-designation of the Lincoln-Touhy Redevelopment Project Area

This item was presented by Mr. McNellis using PowerPoint.

TIF Approval Process Timeline

Six Month Process

- *TIF Consultant begins work on Eligibility Study (Day 1)
- *TIF Consultant completes Eligibility Study and Village Board Resolution setting Date for Joint Review Board meeting (Day 60)
- *Joint Review Board convenes (Day 90)
- *Joint Review Board provides recommendation (within 30 days of meeting) (Day 120)
- *Village Board sets date of Village Board Public Hearing (Day 160)
- *Village Board adopts Ordinances approving Redevelopment Plan and TIF Designation (14-90 days after Public Hearing) (Day 174)

Proposed TIF Legislation

- *House Bill (HB2964) introduced on February 9, 2017
- *Proposed to amend the Tax Increment Allocation Redevelopment Act
- *Provides that when a TIF District is terminated, property within that District may not become part of another TIF District for 15 years after the date of termination
- *Bill was referred to the House Rules Committee on February 9, 2017
- *If ultimately approved, this would preclude the Village from following through with Re-designating the Lincoln-Touhy TIF for 15 years.

President Turry indicated that in his opinion this legislation is likely to pass.

Trustee Patel read the following statement:

At the last Village Board meeting, several statements were made by Trustee Bass on this dais regarding the Touhy/Lincoln TIF and how it relates to development of the former Purple Hotel site. We were given information from our professional staff and counsel regarding the history of the existing TIF and its current status. We were also provided with several reasons that the action we were contemplating was the right direction for us to take. In particular, it was noted that the creation of the current TIF was instrumental in attracting a developer to purchase the property from an owner that was facing foreclosure. This is, through no fault of the Village or Village Board, the same situation we have now.

During our deliberation and after the vote, several statements were made by Trustee Bass about how developers select projects and how to attract them to the site. Claims of ‘real developers’ waiting in the wings and the ability to ‘fast track’ the TIF designation process were BASELESS. The Village Board has no way to control the actions of the Joint Review Board nor can any assurance be given that their support will remain. Additionally there is now proposed legislation in Springfield which could make the proposed re-designation IMPOSSIBLE in the future. Claims of measures not being taken by

the Village Board or Village Staff are EMPTY. Many measures are being taken by the Board and Staff to assist in development of the site as this Village Board, including Trustee Bass, knows very well.

As a member of ICSC and a real estate professional with nearly two decades of retail real estate experience in the Chicagoland market, I am the most experienced and knowledgeable person on this dais on this subject. I however, am not the developer that will develop this site. I will serve this Village as a Trustee and will work to the best of my abilities to advocate for a successful and desirable development. To that end, today, I reached out to some of the most well respected and knowledgeable people in the real estate development industry. I explained our intentions to re-designate the TIF and the circumstances which the site faces. With the limited time available to me today, I reached out to several people and all of them agreed, as I suspected, that the re-designation of the TIF was the proper action for the Village to take, if we are looking to attract developers. It was agreed that without that action, DEVELOPMENT WILL NOT OCCUR.

All of these people have given me permission to state their names and companies publicly in support of the re-designation in an effort to attract a developer. Some of the respondents even expressed that they will have interest in the site if the proposed measure is adopted. The names of those that agreed to be publicly known are: Liz Holland, CEO of Abbell Associates and Chairman of the International Council of Shopping Centers; Todd Berlinghoff, Partner of Hamilton Partners; James Matanky, President of Matanky Realty; Scott Gendell, President of Terraco; Terry McCollom, President of McCollom Realty; Donna Pugh, Partner at Foley and Lardner, a leading zoning attorney, representing major developers such as Westfield malls, owner of Westfield Old Orchard. There are several others that could not be reached today, but based on the affirmative response I received I would expect I would not find a major developer that would not agree on the course of action we are taking.

That being said I move to approve the ordinance as proposed, seconded by Trustee Klatzco.

Trustee Bass stated that he feels this is not a pressing issue. In conversations he has had, he feels that the Village should wait until a developer is involved.

Upon Roll Call the Results were:

AYES: Trustees Bass, Patel, Elster, Klatzco, Spino

NAYS: None

The motion passed

EDC Chair Jim Persino addressed the Board. He stated that perhaps the sponsor of the bill would be willing to accept an amendment regarding those communities already in the process of opening a new TIF. This will be looked at.

Resident Christina Duropoulos questioned when something will be done with this area. Mr. Wiberg, Trustee Patel, Trustee Klatzco and Trustee Bass responded.

7. Consideration of an Ordinance Amending Chapters 6, 12, and 15 of the Village Code Regarding the Village's Public Way and Water and Sewer Regulations

This item was presented by Mr. Letson using PowerPoint.

Background

The Village Engineer performed a review of the Code and proposed changes based on current engineering practices.

Previous Discussions

- *June 21, 2016 – COTW
- *August 31, 2016 – CORB
- *September 20, 2016 – COTW
- February 8, 2017 – Plan Commission

Proposed New Driveways and Driveway Approach Regulations

- *New driveway approaches must be constructed a minimum distance from parkway trees
- *One foot per diameter inch, up to 10 feet
 - A driveway would need to be at least 5 feet from a 5 inch tree
 - A driveway would need to be at least 10 feet from a 12 inch tree
- *In cases where avoiding a tree is not possible, the resident may remove the parkway tree
 - If there are no parkway trees within 25 feet of the subject tree, the resident would pay into a replacement fund at a rate of \$150 per diameter inch

Proposed New Connection to Water Mains Regulations

- *Connections to Village water mains must conform to standards set forth by the Director of Public Works
- *Allows the Village Engineer to develop a standard detail for connections based on modern engineering practices

Proposed New Manner of Filling Trenches Regulations

- *Updates backfiring requirements to note the use of stone as trench backfill under pavement
- *Requires proper compaction of the stone
- *Meets current IDOT standards and engineering practices

Proposed New Footing Drain and Downspout Requirements

- *Requires new sump pumps and downspouts discharge to either the front or rear yard and not toward any adjacent properties.
- *Discharge must be a minimum of 5 feet from the property line
- *Allows existing conditions to remain, unless they are causing a nuisance

Proposed New Definitions in Chapter 12

- *Creates a definition for “Combined Sewer”
- *Amends definitions for 100-year and 2-year storm events

Proposed Amendment to Stormwater Detention Regulations

- *Developments that disturb more than ½ acre are required to obtain a permit from MWRD
 - Permit regulates the amount of required detention and the rate of flow into the sewer system
- *The Village has adopted stricter regulations to mitigate inundation of the combined sewer system
- *The amendment removes the stricter requirements for properties that are tributary to a separated storm sewer
 - Primarily the NEID
 - These properties do not have an impact on the combined sewers
 - Reduces the overall development cost for projects in the affected area

Proposed Regulations Related to Method of Discharge, Excessive Release Rate Fee, Restrictor Size and Design

- *Eliminates the 3 inch minimum restrictor size requirement and fee for an excessive release rate
- *Smaller restrictors do not have clogging issues if designed properly and have devices to prevent clogging
- *Amendment provides flexibility for development projects

Proposed Regulations Regarding Altering Drainage Patterns

- *Requires a grading permit for a variety of activities
 - Construction of a new home or addition
 - Construction of an accessory structure
 - Installation of in-ground swimming pools
 - Landscaping changes that alter the flow of existing drainage
 - Land disturbing work in the floodplain
 - Land disturbing work affecting an area of one acre or more
 - Demolition of any building
 - Altering drainage patterns
 - Excavating or filling an area greater than 50 square feet
- *The documentation required will be determined on a case by case basis, primarily based on the scope of the project

Proposed Change to Definition in the Zoning Code

- *Creates a definition for the top of curb
 - Highest point of curb along the frontage of property
- *Assists with measuring the allowable height of the finished first floor
- *Codifies current practice

Recommendation

Move to approve an Ordinance amending Chapters 6, 12 and 15 of the Village's public way and water and sewer regulations.

Discussion ensued with clarification provided by Mr. Letson and Village Engineer Amelio.

Trustee Patel moved to approve the Ordinance as proposed, seconded by Trustee Klatzco.

Upon Roll Call the Results were:

AYES: Trustees Bass, Cope, Patel, Elster, Klatzco, Spino

NAYS: None

The motion passed

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

Absentee Ballot request forms have been received by the Village. Anyone wishing to receive a form contact the Clerk's office and provide your name and address and you will receive the form.

Trustees Reports

None

Public Forum

Resident Jean Halevi spoke suggested that the Village plant milkweed along our new walking paths in order to attract Monarch butterflies which are endangered. She stated that this is not a costly project and would be helpful to the environment.

Adjournment To Closed Session

At 9:40 P.M. Trustee Elster moved to adjourn the Village Board meeting to Closed Session for the purpose of discussing probable or imminent litigation 2(c),(11) seconded by Trustee Bass.

Upon Roll Call the Results were

AYES: Trustees Klatzco, Elster, Patel, Bass, Cope

NAYS: None

The motion passed

Reconvention

At 10:01 P.M. President Turry reconvened the Village Board meeting.

Adjournment

At 10:01P.M. Trustee Elster moved to adjourn the meeting, seconded by Trustee Klatzco. The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: March 3, 2017

The following are the totals for the List of Bills being presented at the March 7th Village Board meeting.

3/07/2017	10,717.75
3/07/2017	130,834.65
3/07/2017	116,134.48
3/07/2017	46,126.33
3/07/2017	62,506.56
Total	<hr/> \$ 366,319.77

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 02/27/2017 - 9:37AM
Batch: 00100.03.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Advanced Telecommunications of Illinois					
ADVANCE					
57885	2/10/2017	2,026.40	0.00	03/07/2017	
101-250-511-5330					Data processing
					Additional phone for PD
		<hr/>			
	57885 Total:	2,026.40			
		<hr/>			
	Advanced Telecommunicat	2,026.40			
Amazon					
AMAZON					
104-1759111-587	2/8/2017	232.61	0.00	03/07/2017	
205-530-515-5730					Program supplies
					Gloves, Purell, speaker cases
		<hr/>			
	104-1759111-587 Total:	232.61			
104-5008827-356	2/5/2017	474.16	0.00	03/07/2017	
205-530-515-5730					Program supplies
					Speakers and Chalk markers
		<hr/>			
	104-5008827-356 Total:	474.16			
		<hr/>			
	Amazon Total:	706.77			
American Express					
AMEREXP					
020817	2/8/2017	45.00	0.00	03/07/2017	
205-500-515-5725					Credit card charges
					Membership fee

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	020817 Total:	45.00			
31083021317	2/13/2017	175.00	0.00	03/07/2017	
101-350-512-5570	Professional associations				NFPA Membership
31083021317	2/13/2017	1,345.50	0.00	03/07/2017	
101-350-512-5620	Books & publications				NFPA subscription
31083021317	2/13/2017	19.94	0.00	03/07/2017	
101-350-512-5799	Other materials & supplies				Ipad charger
31083021317	2/13/2017	87.24	0.00	03/07/2017	
101-350-512-5799	Other materials & supplies				Auto Zone - antifreeze
31083021317	2/13/2017	87.92	0.00	03/07/2017	
101-350-512-5799	Other materials & supplies				Auto Zone - antifreeze
31083021317	2/13/2017	-87.24	0.00	03/07/2017	
101-350-512-5799	Other materials & supplies				Return
	31083021317 Total:	1,628.36			
3118200717	2/7/2017	36.50	0.00	03/07/2017	
101-100-511-5840	Meals				Refreshments - Board meeting
	3118200717 Total:	36.50			
31182011117	1/11/2017	75.35	0.00	03/07/2017	
101-100-511-5799	Other materials & supplies				Flowers/Employee
	31182011117 Total:	75.35			
31182011317	1/13/2017	-3.77	0.00	03/07/2017	
101-100-511-5799	Other materials & supplies				Refund
	31182011317 Total:	-3.77			
31182011717	1/17/2017	32.15	0.00	03/07/2017	
101-100-511-5840	Meals				Refreshments for Board meeting
	31182011717 Total:	32.15			
31182012617	1/26/2017	195.00	0.00	03/07/2017	
101-200-511-5840	Meals				IPELRA ELS registration
31182012617	1/26/2017	195.00	0.00	03/07/2017	
101-200-511-5840	Meals				IPELRA ELS registration

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
31182012617 Total:		390.00			
31190011117	1/11/2017	28.99	0.00	03/07/2017	Amazon - ribbon cutting scissors
205-500-515-5700 Office supplies					
31190011117 Total:		28.99			
31190011317	1/13/2017	42.20	0.00	03/07/2017	Facebook - Daddy Daughter Dance
205-504-515-5510 Advertising					
31190011317 Total:		42.20			
31190011717	1/17/2017	86.19	0.00	03/07/2017	Ricoh - copier maintenance
205-571-515-5730 Program supplies					
31190011717	1/17/2017	3.98	0.00	03/07/2017	Amazon - office bell
205-500-515-5700 Office supplies					
31190011717	1/17/2017	113.02	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					
31190011717	1/17/2017	73.66	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					
31190011717	1/17/2017	17.62	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					
31190011717	1/17/2017	17.62	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					
31190011717	1/17/2017	41.97	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					
31190011717	1/17/2017	41.97	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					
31190011717	1/17/2017	39.98	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					
31190011717 Total:		436.01			
31190012417	1/24/2017	103.90	0.00	03/07/2017	Mestas Musicals - Senior trip
205-570-515-5270 Purchased program services					
31190012417 Total:		103.90			
31190012717	1/27/2017	12.99	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
31190012717	1/27/2017	38.43	0.00	03/07/2017	Amazon - Daddy Daughter Dance
205-504-515-5730 Program supplies					
31190012717 Total:		51.42			
31190013117	1/31/2017	1.29	0.00	03/07/2017	Facebook - Daddy Daughter Dance
205-504-515-5510 Advertising					
31190013117 Total:		1.29			
31190020117	2/1/2017	67.75	0.00	03/07/2017	Amazon - Iron Chef
205-504-515-5730 Program supplies					
31190020117	2/1/2017	8.55	0.00	03/07/2017	Amazon - Iron Chef
205-504-515-5730 Program supplies					
31190020117	2/1/2017	11.40	0.00	03/07/2017	Amazon - Senior newsletter envelopes
205-570-515-5730 Program supplies					
31190020117 Total:		87.70			
31190020317	2/3/2017	15.00	0.00	03/07/2017	Plug n Play - monthly billing
205-500-515-5730 Program supplies					
31190020317 Total:		15.00			
31190020617	2/6/2017	108.40	0.00	03/07/2017	Amazon - Iron Chief
101-300-512-5730 Program supplies					
31190020617	2/6/2017	10.23	0.00	03/07/2017	Amazon - Office supplies
101-300-512-5730 Program supplies					
31190020617	2/6/2017	86.19	0.00	03/07/2017	Ricoh - copier maintenance
205-571-515-5730 Program supplies					
31190020617 Total:		204.82			
31216011617	1/16/2017	19.99	0.00	03/07/2017	USB Exterior cord for PD
101-300-512-5480 R&M - vehicles					
31216011617 Total:		19.99			
31216013017	1/30/2017	244.00	0.00	03/07/2017	Push button frame
101-440-513-5768 Street materials - signs & bar					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
31216013017 Total:		244.00			
31216020717	2/7/2017	1,102.00	0.00	03/07/2017	Red float switch for Police Dept
101-420-511-5405 R&M - buildings					
31216020717 Total:		1,102.00			
32008011717	1/17/2017	41.80	0.00	03/07/2017	Lunch/Discuss Coffee with clergy
101-200-511-5840 Meals					
32008011717 Total:		41.80			
32008011817	1/18/2017	104.85	0.00	03/07/2017	Internet Service Public Works
660-610-519-5580 Telephone					
32008011817	1/18/2017	147.85	0.00	03/07/2017	Internet Service Public Works
660-610-519-5580 Telephone					
32008011817	1/18/2017	254.85	0.00	03/07/2017	Comcast/Village Hall
101-250-511-5580 Telephone					
32008011817 Total:		507.55			
32008020217	2/2/2017	62.95	0.00	03/07/2017	Flowers/Village Clerk
101-100-511-5799 Other materials & supplies					
32008020217 Total:		62.95			
American Express Total:		5,153.21			
Bank of America, Business Card					
BANKOFAM					
0423020817	2/8/2017	270.00	0.00	03/07/2017	ILEAS Conference
101-300-512-5810 Conference & meeting registrat					
0423020817	2/8/2017	78.40	0.00	03/07/2017	Lodging - Bombing Incident training
101-300-512-5830 Lodging					
0423020817	2/8/2017	169.94	0.00	03/07/2017	Shoplet misc. supplies
101-300-512-5700 Office supplies					
0423020817	2/8/2017	84.00	0.00	03/07/2017	Travel insurance
101-300-512-5730 Program supplies					
0423020817	2/8/2017	368.80	0.00	03/07/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5850 Purchased Transportation					Airfare - Police Memorial - Washington
0423020817	2/8/2017	40.95	0.00	03/07/2017	
101-300-512-5730 Program supplies					Lunch - Supervisor evaluation
0423020817	2/8/2017	88.18	0.00	03/07/2017	
101-300-512-5730 Program supplies					National Neighborhood Watch program supplies
0423020817	2/8/2017	67.00	0.00	03/07/2017	
101-300-512-5730 Program supplies					Marianos - Supplies
0423020817	2/8/2017	45.15	0.00	03/07/2017	
101-300-512-5730 Program supplies					Giordano's - lunch for mini academy
0423020817	2/8/2017	95.99	0.00	03/07/2017	
215-000-512-5640 Computer supplies					Office Depot - toner
0423020817	2/8/2017	15.00	0.00	03/07/2017	
101-300-512-5730 Program supplies					Office Depot - signs
0423020817	2/8/2017	-84.00	0.00	03/07/2017	
101-300-512-5730 Program supplies					Travel insurance cancelled
0423020817	2/8/2017	-68.25	0.00	03/07/2017	
101-300-512-5730 Program supplies					Travel insurance cancelled
	0423020817 Total:	1,171.16			
1297020217	2/2/2017	15.57	0.00	03/07/2017	
101-200-511-5840 Meals					Lunch - Women in Government
	1297020217 Total:	15.57			
62050111717	1/17/2017	165.00	0.00	03/07/2017	
205-560-515-5270 Purchased program services					IPRA job board
	62050111717 Total:	165.00			
62050111917	1/19/2017	25.00	0.00	03/07/2017	
205-500-515-5820 Local mileage, parking & tolls					Peoples Auto Parking - IRPA parking
	62050111917 Total:	25.00			
62050112317	1/23/2017	18.55	0.00	03/07/2017	
205-530-515-5270 Purchased program services					AliExpress - Product tester
62050112317	1/23/2017	260.00	0.00	03/07/2017	
205-500-515-5065 Tuition Reimbursement					NRPA - CPRP Certification exam fee

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	62050112317 Total:	278.55			
62050112817	1/28/2017	8.00	0.00	03/07/2017	Target - program supplies
205-530-515-5270	Purchased program services				
	62050112817 Total:	8.00			
8334012717	1/27/2017	40.00	0.00	03/07/2017	Ipass replenishment
101-210-511-5820	Local mileage, parking & tolls				
	8334012717 Total:	40.00			
8698011117	1/11/2017	13.47	0.00	03/07/2017	Nando's of Naperville - Senior trip
205-570-515-5645	Concessions & food				
	8698011117 Total:	13.47			
8698011817	1/18/2017	25.73	0.00	03/07/2017	Mariano's - Club Kid snack
205-520-515-5645	Concessions & food				
	8698011817 Total:	25.73			
8698012017	1/20/2017	38.00	0.00	03/07/2017	Laz Parking - conference
205-500-515-5820	Local mileage, parking & tolls				
	8698012017 Total:	38.00			
8698012517	1/25/2017	92.85	0.00	03/07/2017	Drury Lane - Drinks, gratuity
205-570-515-5645	Concessions & food				
8698012517	1/25/2017	61.60	0.00	03/07/2017	Drury Lane - ticket for chaperone
205-570-515-5270	Purchased program services				
	8698012517 Total:	154.45			
8698020217	2/2/2017	17.94	0.00	03/07/2017	Party City - Daddy Daughter Dance
205-504-515-5730	Program supplies				
	8698020217 Total:	17.94			
	Bank of America, Business	1,952.87			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Sprovieri's SPROVIER 86205 205-571-515-5535 Facility rental	2/24/2017	878.50	0.00	03/07/2017	Counter top repair deposit for Community Center
86205 Total:		<u>878.50</u>			
Sprovieri's Total:		<u>878.50</u>			
Report Total:		<u><u>10,717.75</u></u>			

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 02/23/2017 - 3:45PM
Batch: 00101.03.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Account Number	Description
American First Aid Services						
AFAS INC						
46763	2/13/2017	20.00	0.00	03/07/2017	205-500-515-5700	Office supplies First Aid box refill for Parks
46763 Total:		20.00				
American First Aid Service						
46771	2/9/2017	36.05	0.00	03/07/2017	101-200-511-5599	Other contractual First Aid box refill for Village Hall
46771 Total:		36.05				
American First Aid Service		56.05				
American Traffic Solutions						
ATS						
INV00023831	1/31/2017	5,240.00	0.00	03/07/2017	101-300-512-5599	Other contractual Monthly contractual fee - January
INV00023831 Total:		5,240.00				
American Traffic Solutions		5,240.00				
Bound Tree Medical, LLC						
BOUND						
82403577	2/9/2017	267.46	0.00	03/07/2017	101-350-512-5730	Program supplies Gloves

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	82403577 Total:	267.46			
	Bound Tree Medical, LLC	267.46			
Call One CALLONE 11129140	2/15/2017	41.61	0.00	03/07/2017	
660-610-519-5580 Telephone					Telephone/Feb/ Public Works
	11129140 Total:	41.61			
1129134	2/15/2017	1,154.48	0.00	03/07/2017	
101-210-511-5580 Telephone					Telephone/Feb/Admin Police
	1129134 Total:	1,154.48			
1129136	2/15/2017	370.48	0.00	03/07/2017	
101-210-511-5580 Telephone					Telephone/Feb/ Police
	1129136 Total:	370.48			
1129137	2/15/2017	38.63	0.00	03/07/2017	
101-210-511-5580 Telephone					Telephone/Feb/ Aquatic Center
	1129137 Total:	38.63			
1129138	2/15/2017	307.54	0.00	03/07/2017	
660-610-519-5580 Telephone					Telephone/Feb/ Public Works
	1129138 Total:	307.54			
1129141	2/15/2017	42.64	0.00	03/07/2017	
660-610-519-5580 Telephone					Telephone/Feb/ Public Works
	1129141 Total:	42.64			
1129143	2/15/2017	494.72	0.00	03/07/2017	
101-210-511-5580 Telephone					Telephone/Feb/ Municipal Center

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
1129143 Total:		494.72			
1129144	2/15/2017	263.00	0.00	03/07/2017	Telephone/Feb/ Red Center
101-210-511-5580 Telephone					
1129144 Total:		263.00			
Call One Total:		2,713.10			
ClientFirst Consulting Group, LLC					
CLIENTFI					
7336	1/31/2017	8,016.25	0.00	03/07/2017	IT Support
101-250-511-5320 Consulting					
7336 Total:		8,016.25			
7337	1/31/2017	1,858.75	0.00	03/07/2017	IT Management
101-250-511-5320 Consulting					
7337 Total:		1,858.75			
7338	1/31/2017	6,501.25	0.00	03/07/2017	CAD Consolidation Asst
215-000-512-5599 Other contractual					
7338 Total:		6,501.25			
7339	1/31/2017	1,467.50	0.00	03/07/2017	RecTrac Migration
101-250-511-5320 Consulting					
7339 Total:		1,467.50			
7340	1/31/2017	2,932.50	0.00	03/07/2017	Server Replacement
101-250-511-6530 Equipment - data processing					
7340 Total:		2,932.50			
7341	1/31/2017	1,063.75	0.00	03/07/2017	Springbrook Accela Data conversion
101-250-511-5320 Consulting					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
7341 Total:		1,063.75			
7342	1/31/2017	2,022.50	0.00	03/07/2017	Title wireless camera estimate
101-250-511-5320 Consulting					
7342 Total:		2,022.50			
ClientFirst Consulting Gro		23,862.50			
Commonwealth Edison COMED					
2873043051	2/8/2017	187.12	0.00	03/07/2017	6471 N Lincoln/1/9-2/8
101-440-513-5785 Utilities - public way					
2873043051 Total:		187.12			
381169268	2/7/2017	205.70	0.00	03/07/2017	7002 N. Tripp/1/6-2/7
101-440-513-5785 Utilities - public way					
381169268 Total:		205.70			
4357072009	2/6/2017	193.27	0.00	03/07/2017	6401 McCormick/1/6-2/6
101-440-513-5785 Utilities - public way					
4357072009 Total:		193.27			
4847019018	2/8/2017	167.17	0.00	03/07/2017	6668 N. Lincoln/1/9-2/8
101-440-513-5785 Utilities - public way					
4847019018 Total:		167.17			
Commonwealth Edison To		753.26			
Emcor Services Team Mechanical Inc EMCOR					
93002174	2/8/2017	2,842.48	0.00	03/07/2017	Repairs to roof top
101-420-511-5405 R&M - buildings					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
93002174 Total:		2,842.48			
Emcor Services Team Mec		2,842.48			
Fedex FEDEX 01302017 101-210-511-5720 Postage	1/30/2017	31.35	0.00	03/07/2017	Shipping - Finance
01302017 Total:		31.35			
Fedex Total:		31.35			
Gen Ki Karate GENKI 21317 205-502-515-5270 Purchased program services	2/13/2017	1,134.00	0.00	03/07/2017	Karate Winter Session 1
21317 Total:		1,134.00			
Gen Ki Karate Total:		1,134.00			
General Code, LLC GENERAL PG000011145 101-110-511-5550 Ordinance codification	2/6/2017	190.01	0.00	03/07/2017	Supplement No. 30 updates to code
PG000011145 Total:		190.01			
General Code, LLC Total:		190.01			
Gewalt Hamilton Associates Inc GEWALT 10	2/14/2016	1,409.34	0.00	03/07/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
454-000-561-5340 Engineering					ComEd bike path construction
10 Total:		1,409.34			
7	2/14/2016	3,756.44	0.00	03/07/2017	Union Pacific bike path construction
217-000-561-5340 Engineering					
7 Total:		3,756.44			
9232.380-7	12/19/2016	2,464.50	0.00	03/07/2017	Construction oversight Touhy Ave street lighting
213-000-561-5340 Engineering					
9232.380-7 Total:		2,464.50			
Gewalt Hamilton Associate		7,630.28			
Grainger GRAINGER 9353959118	2/8/2017	479.70	0.00	03/07/2017	Coaxial cable
101-350-512-5730 Program supplies					
9353959118 Total:		479.70			
9357006262	2/10/2017	3,150.54	0.00	03/07/2017	Lens cover, disk filter, wrench
660-620-519-5745 Small tools					
9357006262 Total:		3,150.54			
Grainger Total:		3,630.24			
Groot Recycling & Waste Services GROOT 14737509	1/31/2017	4,670.73	0.00	03/07/2017	22280-001/Public Works
101-440-514-5230 Garbage & recycling					
14737509 Total:		4,670.73			
14740096	2/1/2017	56,586.54	0.00	03/07/2017	1229-001/Community pick up
101-440-514-5230 Garbage & recycling					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	14740096 Total:	56,586.54			
14740097	2/1/2017	718.07	0.00	03/07/2017	
101-440-514-5230	Garbage & recycling				1230-001/School District 74
	14740097 Total:	718.07			
14754703	2/1/2017	3,146.40	0.00	03/07/2017	
101-440-514-5230	Garbage & recycling				1231-001/Multi family pickup
	14754703 Total:	3,146.40			
	Groot Recycling & Waste S	65,121.74			
Halogen					
HALOGEN					
498006	2/16/2017	138.83	0.00	03/07/2017	
205-430-515-5590	Training				Staff training manuals, pool chemicals
	498006 Total:	138.83			
	Halogen Total:	138.83			
Illinois Fire Chiefs Association					
ILFIREC					
17-733	2/1/2017	450.00	0.00	03/07/2017	
101-350-512-5570	Professional associations				2017 Membership dues
	17-733 Total:	450.00			
	Illinois Fire Chiefs Associa	450.00			
Illinois Swimming					
ILLSWIM					
021617	2/17/2017	25.00	0.00	03/07/2017	
205-560-515-5270	Purchased program services				Aquatic Center Coordinator job posting

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	021617 Total:	25.00			
	Illinois Swimming Total:	25.00			
J.C. Licht / Epco Painting & Decorating Centers					
JCLICHT					
52039613	2/10/2017	595.49	0.00	03/07/2017	
101-420-511-5405 R&M - buildings					Brush, paint for PW
	52039613 Total:	595.49			
	J.C. Licht / Epco Painting &	595.49			
L3 Communications Mobile Vision, Inc.					
L3COMM					
252144-IN	2/10/2017	2,848.00	0.00	03/07/2017	
101-300-512-5410 R&M - communications equipm					Extended Service/maintenance agreements
252144-IN	2/10/2017	700.00	0.00	03/07/2017	
101-300-512-5410 R&M - communications equipm					Extended Service/maintenance agreements
	252144-IN Total:	3,548.00			
252145-IN	2/10/2017	299.00	0.00	03/07/2017	
101-300-512-5410 R&M - communications equipm					Interview room coverage
	252145-IN Total:	299.00			
252146-IN	2/10/2017	598.00	0.00	03/07/2017	
101-300-512-5410 R&M - communications equipm					In Car video system
	252146-IN Total:	598.00			
	L3 Communications Mobil	4,445.00			

Lasker, Fran
LASKERF

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
021617	2/16/2017	35.00	0.00	03/07/2017	Refund - Iron Chief
205-000-210-2430 Parks and Recs Control Deposi					
021617 Total:		35.00			
Lasker, Fran Total:		35.00			
Lighting Solutions of IL, Inc.					
LIGHTING					
1299371	1/31/2017	450.00	0.00	03/07/2017	Ballast for TIF street lights
217-000-561-5290 Maintenance of TIF Improvem					
1299371 Total:		450.00			
Lighting Solutions of IL, In		450.00			
Lincolnwood Auto Const. Inc.					
LINCAC					
1010	2/10/2017	350.00	0.00	03/07/2017	Repair to damaged squads
101-300-512-5480 R&M - vehicles					
1010	2/10/2017	2,186.90	0.00	03/07/2017	Repair to damaged squads
101-000-511-5920 Property damage					
1010 Total:		2,536.90			
Lincolnwood Auto Const. I		2,536.90			
Liponi Foundation					
LIPONI					
021417	2/14/2017	1,000.00	0.00	03/07/2017	Foundation dinner dance
205-580-515-5270 Purchased program services					
021417 Total:		1,000.00			
Liponi Foundation Total:		1,000.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Lou Malnati's					
LOUMA					
E238427	2/7/2017	234.05	0.00	03/07/2017	
101-100-511-5840 Meals					Dinner / Village Board meeting 2/7/17
	E238427 Total:	234.05			
	Lou Malnati's Total:	234.05			
Maine-Niles Association of Special Recreation					
MNASR					
16-225	2/9/2017	990.86	0.00	03/07/2017	
205-580-515-5270 Purchased program services					Inclusion Services for February A 2017
	16-225 Total:	990.86			
	Maine-Niles Association o	990.86			
Nicor Gas					
NICOR					
1436840000	2/7/2017	665.75	0.00	03/07/2017	
205-430-515-5780 Utilities - government buildin					Community Center/1/7-2/7
	1436840000 Total:	665.75			
21-46-84-00003	2/8/2017	330.10	0.00	03/07/2017	
205-560-515-5780 Utilities - government buildin					Pool/12-5-2/7
	21-46-84-00003 Total:	330.10			
21-84-84-00004	2/7/2017	438.43	0.00	03/07/2017	
660-620-519-5780 Utilities - government buildin					Pump Station/1/9-2/7
	21-84-84-00004 Total:	438.43			
3017240000	2/8/2017	2,244.75	0.00	03/07/2017	
101-420-511-5780 Utilities - government buildin					Public Services/1/9-2/8

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	3017240000 Total:	2,244.75		
5202340000	2/8/2017	1,109.29	0.00	03/07/2017
101-420-511-5780	Utilities - government buildin			Village Hall/1/9-2/8
	5202340000 Total:	1,109.29		
6202340000	2/8/2017	1,580.40	0.00	03/07/2017
101-420-511-5780	Utilities - government buildin			Public Safety/1/9-2/8
	6202340000 Total:	1,580.40		
70-61-47-04487	2/8/2017	92.33	0.00	03/07/2017
205-560-515-5780	Utilities - government buildin			7055 Kostner/1-9-2/8
	70-61-47-04487 Total:	92.33		
	Nicor Gas Total:	6,461.05		
	Report Total:	130,834.65		

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Avalon Petroleum				
AVALON				
18085	2/14/2017	743.70	0.00	03/07/2017
101-350-512-5670 Fuel				Fuel usage
18085	2/14/2017	517.67	0.00	03/07/2017
101-440-513-5670 Fuel				Fuel usage
18085	2/14/2017	232.13	0.00	03/07/2017
205-430-515-5670 Fuel				Fuel usage
18085	2/14/2017	202.50	0.00	03/07/2017
660-620-519-5670 Fuel				Fuel usage
	18085 Total:	1,696.00		
557678	2/14/2017	31.55	0.00	03/07/2017
101-420-511-5670 Fuel				Fuel usage
557678	2/14/2017	2,363.38	0.00	03/07/2017
101-300-512-5670 Fuel				Fuel usage
557678	2/14/2017	230.19	0.00	03/07/2017
101-350-512-5670 Fuel				Fuel usage
557678	2/14/2017	50.23	0.00	03/07/2017
101-410-511-5670 Fuel				Fuel usage
557678	2/14/2017	33.21	0.00	03/07/2017
101-420-511-5670 Fuel				Fuel usage
557678	2/14/2017	354.74	0.00	03/07/2017
101-440-513-5670 Fuel				Fuel usage
557678	2/14/2017	203.21	0.00	03/07/2017
205-430-515-5670 Fuel				Fuel usage
557678	2/14/2017	342.49	0.00	03/07/2017
660-620-519-5670 Fuel				Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
557678 Total:		3,609.00			
Avalon Petroleum Total:		5,305.00			
Commonwealth Edison					
COMED					
1011026306	2/16/2017	2,617.05	0.00	03/07/2017	Metered Street lights
101-440-513-5785 Utilities - public way					
1011026306 Total:		2,617.05			
2028043041	2/9/2017	4,525.52	0.00	03/07/2017	Master account street lighting
101-440-513-5785 Utilities - public way					
2028043041 Total:		4,525.52			
5103171049	2/16/2017	4,124.71	0.00	03/07/2017	Master account street lighting
101-440-513-5785 Utilities - public way					
5103171049	2/16/2017	536.28	0.00	03/07/2017	Master account street lighting
660-610-519-5785 Utilities - Public Way					
5103171049 Total:		4,660.99			
57221-35010	2/9/2017	261.80	0.00	03/07/2017	Master account street lighting
101-440-513-5785 Utilities - public way					
57221-35010 Total:		261.80			
592075011	1/31/2017	3,525.48	0.00	03/07/2017	Master account street lighting
101-440-513-5785 Utilities - public way					
592075011 Total:		3,525.48			
Commonwealth Edison To		15,590.84			
EMS World					
EMSWORLD					
1011896673	2/15/2017	52.00	0.00	03/07/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-350-512-5620 Books & publications					Subscription
		52.00			
1011896673 Total:		52.00			
		52.00			
EMS World Total:		52.00			
I.D.E.S.					
IDES					
671022266	2/10/2017	1,356.18	0.00	03/07/2017	
101-210-511-5195 Employee Benefit Expenses					Current quarter amount due
		1,356.18			
671022266 Total:		1,356.18			
		1,356.18			
I.D.E.S. Total:		1,356.18			
Lowe's Business Acc/GECF					
LOWES					
05337	2/2/2017	56.38	0.00	03/07/2017	
101-350-512-5799 Other materials & supplies					TV mounts, cords
		56.38			
05337 Total:		56.38			
		56.38			
05857	2/10/2017	8.38	0.00	03/07/2017	
101-350-512-5799 Other materials & supplies					U bolts for 1512
		8.38			
05857 Total:		8.38			
		8.38			
Lowe's Business Acc/GEC		64.76			
		64.76			
North East Multi-Regional Training					
NORTHEST					
215547	2/7/2017	300.00	0.00	03/07/2017	
101-300-512-5590 Training					The PEACE Program
		300.00			
215547 Total:		300.00			
		300.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	North East Multi-Regional	300.00			
North Suburban NORTHSUB					
473-118050	1/25/2017	11.98	0.00	03/07/2017	
205-430-515-5480 R&M - vehicles					Silicone seal for Tractor #5
	473-118050 Total:	11.98			
473-118538	1/31/2017	31.90	0.00	03/07/2017	
101-300-512-5480 R&M - vehicles					Boot Clamp for PD vehicle
	473-118538 Total:	31.90			
473-118665	2/1/2017	44.19	0.00	03/07/2017	
101-300-512-5480 R&M - vehicles					Boot Clamp for PD vehicle
	473-118665 Total:	44.19			
473-118694	2/2/2017	22.89	0.00	03/07/2017	
205-430-515-5480 R&M - vehicles					Relay for Truck #29
	473-118694 Total:	22.89			
	North Suburban Total:	110.96			
Pitney Bowes Inc. PITBOWIN					
1003337213	2/13/2017	254.37	0.00	03/07/2017	
101-210-511-5700 Office supplies					Ink for postage machine
	1003337213 Total:	254.37			
	Pitney Bowes Inc. Total:	254.37			
Regional Emergency Dispatch REGIONAL					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
222-17-03	2/15/2017	12,667.59	0.00	03/07/2017
101-350-512-5599	Other contractual			March 2017 dues
	222-17-03 Total:	12,667.59		
	Regional Emergency Dispa	12,667.59		
Robbins, Salomon & Patt, LTD				
RS&PLTD				
209130	2/9/2017	1,080.00	0.00	03/07/2017
101-230-511-5399	Other professional services			Minicipal prosecution hearings/January
	209130 Total:	1,080.00		
209131	2/9/2017	735.00	0.00	03/07/2017
101-230-511-5399	Other professional services			Adjudicative Hearings /January
	209131 Total:	735.00		
	Robbins, Salomon & Patt,	1,815.00		
Russo Power Equipment				
RUSSO				
3736170	2/6/2017	158.73	0.00	03/07/2017
101-440-513-5730	Program supplies			Ignition module, air filter for Forestry
	3736170 Total:	158.73		
	Russo Power Equipment T	158.73		
Sam's Club				
SAMSCCL				
5895	2/10/2017	115.79	0.00	03/07/2017
101-300-512-5730	Program supplies			Supplies for Iron Chief
	5895 Total:	115.79		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Sam's Club Total:	115.79		
Schneider Electric				
SCHNEI				
5044032	2/10/2017	611.40	0.00	03/07/2017
101-400-511-5730	Program supplies			Weather services
5044032	2/10/2017	342.00	0.00	03/07/2017
101-250-511-5330	Data processing			Weather services
5044032 Total:		953.40		
Schneider Electric Total:		953.40		
Sipolt, Deanna				
SIPOLT				
021517	2/15/2017	32.00	0.00	03/07/2017
205-000-210-2430	Parks and Recs Control Deposi			Refund - Household Credit
021517 Total:		32.00		
Sipolt, Deanna Total:		32.00		
Solid Waste Agency of Northern Cook County				
SOLIDWA				
5575	3/1/2017	17,951.89	0.00	03/07/2017
101-440-514-5230	Garbage & recycling			FY 2016 O & M Costs - April
5575	3/1/2017	-1,249.03	0.00	03/07/2017
101-440-514-5230	Garbage & recycling			FY 2016 O & M True-up - April
5575 Total:		16,702.86		
Solid Waste Agency of Nor		16,702.86		

Stanley Consultants, Inc.
STANLEY

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
7	1/30/2017	57,086.68	0.00	03/07/2017
454-000-561-5340 Engineering				Touhy Overpass Phase 2
	7 Total:	57,086.68		
	Stanley Consultants, Inc. T	57,086.68		
The Virtus Group, Inc. THEVIRGR				
1017	2/15/2017	254.00	0.00	03/07/2017
101-300-512-5590 Training				Training
	1017 Total:	254.00		
	The Virtus Group, Inc. Tota	254.00		
Woodward Printing Services WOODWARD				
43498	2/8/2017	3,314.32	0.00	03/07/2017
205-500-515-5560 Printing & copying services				Day Camp Brochure printing
	43498 Total:	3,314.32		
	Woodward Printing Service	3,314.32		
	Report Total:	116,134.48		

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10495550-02	2/10/2017	950.58	0.00	03/09/2017	
					217-000-561-5290 Maintenance of TIF Improvem
					Ballast for TIF Street lights
		<hr/>			
		10495550-02 Total:			950.58
10495553-01	2/10/2017	194.04	0.00	03/09/2017	
					217-000-561-5290 Maintenance of TIF Improvem
					Ballast for TIF Street lights
		<hr/>			
		10495553-01 Total:			194.04
10496064-01	2/15/2017	122.12	0.00	03/09/2017	
					101-420-511-5405 R&M - buildings
					LED lights for PW building
		<hr/>			
		10496064-01 Total:			122.12
10496622-00	2/10/2017	41.34	0.00	03/09/2017	
					101-420-511-5730 Program supplies
					Voltage detector
		<hr/>			
		10496622-00 Total:			41.34
		<hr/>			
		Active Electrical Supply C			1,308.08
Advocate Occupational Health					
ADVOCA					
642140	2/21/2017	112.00	0.00	03/09/2017	
					101-200-511-5599 Other contractual
					Drug screening
		<hr/>			
		642140 Total:			112.00

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
642141	2/21/2017	116.00	0.00	03/09/2017
101-200-511-5599 Other contractual				Drug screening
642141 Total:		116.00		
643765	2/21/2017	56.00	0.00	03/09/2017
101-200-511-5599 Other contractual				Drug screening
643765 Total:		56.00		
Advocate Occupational He		284.00		
American First Aid Services AFAS INC				
46770	2/9/2017	166.10	0.00	03/09/2017
101-300-512-5730 Program supplies				First Aid supplies/replenish
46770 Total:		166.10		
American First Aid Service		166.10		
Best Quality Cleaning, Inc. BESTQU				
18667	2/20/2017	2,813.34	0.00	03/09/2017
101-420-511-5240 Janitorial				Cleaning services - February
18667	2/20/2017	416.66	0.00	03/09/2017
205-571-515-5240 Janitorial				Cleaning services - February
18667 Total:		3,230.00		
Best Quality Cleaning, Inc.		3,230.00		
Business Only Broadband BUSONLY				
78343	3/1/2017	250.00	0.00	03/09/2017
101-250-511-5580 Telephone				Back up connection - Internet access

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
78344	3/1/2017	250.00	0.00	03/09/2017	Wireless alarm internet access
101-250-511-5580 Telephone					
78344 Total:		250.00			
Business Only Broadband		500.00			
Cassidy Tire CASSIDYT 6181222	2/23/2017	159.24	0.00	03/09/2017	Tires for Squad MP 1068 Explorer
101-300-512-5480 R&M - vehicles					
6181222 Total:		159.24			
Cassidy Tire Total:		159.24			
Catered By Design CATBDES 13324	2/21/2017	561.60	0.00	03/09/2017	Dinner for Years of Service
101-100-511-5799 Other materials & supplies					
13324 Total:		561.60			
Catered By Design Total:		561.60			
Daugherty Sales Inc DAUGHER 27545	2/17/2017	98.00	0.00	03/09/2017	Spider coupling for Village Hall
101-420-511-5405 R&M - buildings					
27545 Total:		98.00			
Daugherty Sales Inc Total:		98.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Douglas Truck Parts DOUGTK 25851	2/17/2017	45.00	0.00	03/09/2017	Brake clean for Shop
101-410-511-5730 Program supplies					
	25851 Total:	45.00			
	Douglas Truck Parts Total:	45.00			
Emcor Services Team Mechanical Inc EMCOR 930002202	2/9/2017	919.00	0.00	03/09/2017	Repairs to PW heater
101-420-511-5405 R&M - buildings					
	930002202 Total:	919.00			
930002203	2/9/2017	502.00	0.00	03/09/2017	Repairs to PW heater
101-420-511-5405 R&M - buildings					
	930002203 Total:	502.00			
930002236	2/20/2017	6,594.90	0.00	03/09/2017	Repairs to PW Chiller
101-420-511-5405 R&M - buildings					
	930002236 Total:	6,594.90			
	Emcor Services Team Mec	8,015.90			
Graham C-Stores Company GRAHAM INV-094397	2/1/2017	625.00	0.00	03/09/2017	Car washes/November thru January
101-300-512-5480 R&M - vehicles					
	INV-094397 Total:	625.00			
	Graham C-Stores Company	625.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Grossinger Autoplex					
GROSSING					
318727	2/9/2017	38.18	0.00	03/09/2017	Gasket for PD
101-300-512-5480 R&M - vehicles					
318727 Total:		38.18			
318781	2/14/2017	54.12	0.00	03/09/2017	Gasket Kits for PD
101-300-512-5480 R&M - vehicles					
318781 Total:		54.12			
318807	2/16/2017	33.39	0.00	03/09/2017	Gaskets, seal for PD
101-300-512-5480 R&M - vehicles					
318807 Total:		33.39			
Grossinger Autoplex Total:		125.69			
HD Supply Waterworks, LTD.					
HDSUPPLY					
G793993	2/16/2017	136.05	0.00	03/09/2017	Clamps for Water main breaks
660-620-519-5793 Water system supplies					
G793993 Total:		136.05			
HD Supply Waterworks, LT		136.05			
HMO Healthcare Service Corporation					
HMO					
March,2017	2/14/2017	12,212.62	0.00	03/09/2017	Employee Health Insurance - March 2017
102-000-210-2027 Health insurance premium with					
March,2017 Total:		12,212.62			
HMO Healthcare Service C		12,212.62			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
JG Uniforms Inc					
JGUNIFOR					
14630	2/16/2017	242.65	0.00	03/09/2017	
101-300-512-5070 Uniform allowance					Uniform items
		<hr/>			
14630 Total:		242.65			
		<hr/>			
JG Uniforms Inc Total:		242.65			
Lauterbach & Amen, LP					
LAUTER					
20774	2/17/2017	2,100.00	0.00	03/09/2017	
101-210-511-5310 Audit					April 30, 2016 Police Pension projections
		<hr/>			
20774 Total:		2,100.00			
		<hr/>			
Lauterbach & Amen, LP To		2,100.00			
Lowe's Business Acc/GECE					
LOWES					
02057	2/22/2017	49.54	0.00	03/09/2017	
101-420-511-5730 Program supplies					Paint brush, utility knife, circular saw
		<hr/>			
02057 Total:		49.54			
02078	2/22/2017	12.93	0.00	03/09/2017	
101-420-511-5405 R&M - buildings					Clamp, elbow, various PVC
		<hr/>			
02078 Total:		12.93			
02117	2/10/2017	9.27	0.00	03/09/2017	
101-420-511-5405 R&M - buildings					Electrical box cover, lock nut
		<hr/>			
02117 Total:		9.27			
02120	2/23/2017	98.40	0.00	03/09/2017	
101-420-511-5730 Program supplies					Spray paint, marking flag, tape for Streets

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	02120 Total:	98.40			
02263	2/13/2017	23.07	0.00	03/09/2017	Wrench, bolts for PD
	101-420-511-5405 R&M - buildings				
	02263 Total:	23.07			
02344	2/14/2017	19.89	0.00	03/09/2017	Blaster, bolts, socket for PW
	101-420-511-5405 R&M - buildings				
	02344 Total:	19.89			
02436	2/15/2017	23.50	0.00	03/09/2017	Clamp and tubing for Water
	660-620-519-5745 Small tools				
	02436 Total:	23.50			
02447	2/15/2017	159.60	0.00	03/09/2017	Batteries for Water
	660-620-519-5730 Program supplies				
	02447 Total:	159.60			
02455	2/15/2017	76.67	0.00	03/09/2017	Paint kit, roller, multi surface cleaner
	101-420-511-5730 Program supplies				
	02455 Total:	76.67			
02586	2/17/2017	27.85	0.00	03/09/2017	Wall plates, screwdriver set, tool pouch
	101-420-511-5405 R&M - buildings				
	02586 Total:	27.85			
02625	2/17/2017	15.78	0.00	03/09/2017	Steel cable, keys
	101-420-511-5405 R&M - buildings				
	02625 Total:	15.78			
	Lowe's Business Acc/GEC	516.50			

Madison National Life

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
MADISON					
1244254	2/16/2017	98.39	0.00	03/09/2017	
101-200-511-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	92.20	0.00	03/09/2017	
101-210-511-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	8.04	0.00	03/09/2017	
101-240-517-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	552.79	0.00	03/09/2017	
101-300-512-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	17.02	0.00	03/09/2017	
101-350-512-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	34.60	0.00	03/09/2017	
101-400-511-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	35.16	0.00	03/09/2017	
101-410-511-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	95.74	0.00	03/09/2017	
101-440-513-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	57.79	0.00	03/09/2017	
205-430-515-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	72.95	0.00	03/09/2017	
205-500-515-5150 Insurance - group life & AD&D					Life insurance - March
1244254	2/16/2017	94.44	0.00	03/09/2017	
660-620-519-5150 Insurance - group life & AD&D					Life insurance - March
	1244254 Total:	1,159.12			
	Madison National Life Tot	1,159.12			
MGP, Inc.					
MGPINC					
3622	1/31/2017	909.14	0.00	03/09/2017	
101-250-511-5599 Other contractual					GISC Staffing - January
3622	1/31/2017	909.15	0.00	03/09/2017	
101-000-210-2650 Contractor Permits Payable					GISC Staffing - January
3622	1/31/2017	1,818.29	0.00	03/09/2017	
660-620-519-5599 Other contractual					GISC Staffing - January
3622	1/31/2017	275.00	0.00	03/09/2017	
101-250-511-5599 Other contractual					GISC Staffing - January

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	3622 Total:	3,911.58			
	MGP, Inc. Total:	3,911.58			
North Suburban Employee Benefit NSEBENEF March, 2017	2/15/2017	9,802.00	0.00	03/09/2017	
102-000-210-2028 Dental insurance premium with					Dental Bill - March
	March, 2017 Total:	9,802.00			
	North Suburban Employee	9,802.00			
Positive Concepts/ATPI POSITIVC 0190231-IN	2/17/2017	116.00	0.00	03/09/2017	
101-300-512-5730 Program supplies					Thermal Paper for in car printers
0190231-IN	2/17/2017	24.00	0.00	03/09/2017	
101-210-511-5720 Postage					Shipping/Thermal Paper for in car printers
	0190231-IN Total:	140.00			
	Positive Concepts/ATPI To	140.00			
QSR Awards & Engravings, Inc. QSRAWARD 10322	2/8/2017	787.20	0.00	03/09/2017	
101-100-511-5799 Other materials & supplies					Plaques
	10322 Total:	787.20			
	QSR Awards & Engravings	787.20			

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 02/27/2017 - 9:34AM
Batch: 00104.03.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Amazon				
AMAZON				
1138088864651	1/24/2017	140.54	0.00	03/07/2017
101-200-511-5799				Other materials & supplies Microwave for lunchroom
	1138088864651 Total:	140.54		
147900153359	2/2/2017	96.98	0.00	03/07/2017
101-250-511-6530				Equipment - data processing Mounting brackets
	147900153359 Total:	96.98		
158941259562	2/6/2017	3.56	0.00	03/07/2017
660-620-519-5730				Program supplies Ink roller
	158941259562 Total:	3.56		
198857326980	2/6/2017	27.88	0.00	03/07/2017
101-410-511-5730				Program supplies Calculator
198857326980	2/6/2017	50.65	0.00	03/07/2017
660-620-519-5730				Program supplies Calculator & Paper
	198857326980 Total:	78.53		
207857381229	1/26/2017	44.99	0.00	03/07/2017
101-250-511-6530				Equipment - data processing Laptop screen for Parks
	207857381229 Total:	44.99		
215382711376	1/10/2017	39.99	0.00	03/07/2017
101-420-511-5730				Program supplies Thermal Wall clock

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
215382711376	Total:	39.99			
222226190646	1/31/2017	19.98	0.00	03/07/2017	Phone cases
101-410-511-5730	Program supplies				
222226190646	Total:	19.98			
242511751745	1/26/2017	22.97	0.00	03/07/2017	Laptop battery for Parks
101-250-511-6530	Equipment - data processing				
242511751745	Total:	22.97			
254618671629	1/25/2017	21.98	0.00	03/07/2017	Phone shoulder support
101-300-512-5730	Program supplies				
254618671629	Total:	21.98			
273605154313	2/2/2017	5.99	0.00	03/07/2017	HDMI Cable
215-000-512-5599	Other contractual				
273605154313	Total:	5.99			
275137966156	1/16/2017	24.99	0.00	03/07/2017	Power strip
101-420-511-5730	Program supplies				
275137966156	Total:	24.99			
28751423135	12/29/2016	-1.25	0.00	03/07/2017	AC Adaptor
660-620-519-5730	Program supplies				
28751423135	Total:	-1.25			
294929278002	2/7/2017	53.98	0.00	03/07/2017	AC Adaptor
660-620-519-5730	Program supplies				
294929278002	Total:	53.98			
79092057364	1/19/2017	11.02	0.00	03/07/2017	Speakers for CD
101-250-511-6530	Equipment - data processing				
79092057364	Total:	11.02			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Amazon Total:	564.25			
Chicago Metropolitan Fire Prevention Co.					
CHGOMETR					
152217	2/17/2017	1,144.00	0.00	03/07/2017	
	101-420-511-5405 R&M - buildings				Fire alarm system device installation
	152217 Total:	1,144.00			
	Chicago Metropolitan Fire	1,144.00			
Christopher Burke Engineering					
CHRISTB					
132978	12/1/2016	4,500.00	0.00	03/07/2017	
	660-620-519-5399 Other professional services				Village Engineering retainer
132978	12/1/2016	4,500.00	0.00	03/07/2017	
	101-290-511-5920 Administration Engineer Costs				Village Engineering retainer
	132978 Total:	9,000.00			
132979	12/1/2016	121.00	0.00	03/07/2017	
	101-290-511-5942 PW Building Engineer Costs				Wayfinding signage
	132979 Total:	121.00			
5	2/14/2017	1,041.91	0.00	03/07/2017	
	212-000-511-5320 Consulting				Pratt resurfacing
	5 Total:	1,041.91			
	Christopher Burke Enginee	10,162.91			
FSCI Corporate Office					
FSCI					
2017-119R	1/31/2017	235.00	0.00	03/07/2017	
	101-240-517-5399 Other professional services				6840 Kilbourn sprinkler system

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2017-119R Total:	235.00			
	FSCI Corporate Office Tot	235.00			
Holland & Knight LLP					
HOLLAND					
01312017	1/31/2017	12,885.00	0.00	03/07/2017	General Counsel retainer
	101-230-511-5350 Legal - retainer				
	01312017 Total:	12,885.00			
021717	2/17/2017	-508.00	0.00	03/07/2017	Credit E911
	101-230-511-5370 Legal - review				
	021717 Total:	-508.00			
5469237	2/17/2017	396.00	0.00	03/07/2017	Review of firearms regulations
	101-230-511-5370 Legal - review				
	5469237 Total:	396.00			
5469241	2/17/2017	2,083.00	0.00	03/07/2017	Touhy and Lincoln tax Increment Financing
	101-230-511-5370 Legal - review				
	5469241 Total:	2,083.00			
5469243	2/17/2017	1,365.00	0.00	03/07/2017	Purple Hotel Development
	101-230-511-5370 Legal - review				
	5469243 Total:	1,365.00			
5469244	2/17/2017	123.00	0.00	03/07/2017	Lou Malnati's
	101-230-511-5370 Legal - review				
	5469244 Total:	123.00			
5469245	2/17/2017	192.00	0.00	03/07/2017	Airoom Keystone ROW Vacation
	101-230-511-5370 Legal - review				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
		192.00			
5469245 Total:		192.00			
5469246	2/17/2017	165.00	0.00	03/07/2017	Trim-Tex mutual
101-230-511-5370 Legal - review					
		165.00			
5469246 Total:		165.00			
5469251	2/17/2017	572.00	0.00	03/07/2017	E911 consolidation
101-230-511-5370 Legal - review					
		572.00			
5469251 Total:		572.00			
5469252	2/17/2017	2,357.50	0.00	03/07/2017	Purple Hotel code enforcement litigation
101-230-511-5370 Legal - review					
		2,357.50			
5469252 Total:		2,357.50			
5469253	2/17/2017	1,558.00	0.00	03/07/2017	4320 W Touhy
101-230-511-5370 Legal - review					
		1,558.00			
5469253 Total:		1,558.00			
		21,188.50			
Holland & Knight LLP Tot		21,188.50			
IFSAP					
IFSAP					
0222170222	2/24/2017	45.00	0.00	03/07/2017	Annual dues
101-350-512-5570 Professional associations					
		45.00			
0222170222 Total:		45.00			
		45.00			
IFSAP Total:		45.00			
Illinois Association of Code Enforcement					
ILLINO					
022417	2/24/2017	35.00	0.00	03/07/2017	Reigstration
101-220-512-5570 Professional associations					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
022417 Total:		35.00			
Illinois Association of Cod		35.00			
Martin Implement Sales Inc MARTINIM P05578	1/24/2017	1,048.96	0.00	03/07/2017	Filters for Tractor #3
101-440-513-5480 R&M - vehicles					
P05578 Total:		1,048.96			
P05582	1/24/2017	26.35	0.00	03/07/2017	Spring for Tractor #3
101-440-513-5480 R&M - vehicles					
P05582 Total:		26.35			
Martin Implement Sales In		1,075.31			
Midwest Industrial Lighting MIDWESTL 116014	2/23/2017	1,300.76	0.00	03/07/2017	Light bulbs for Village Hall
101-420-511-5730 Program supplies					
116014 Total:		1,300.76			
Midwest Industrial Lightin		1,300.76			
NAPA NAPA 253063	2/13/2017	44.05	0.00	03/07/2017	Intake gasket for PD
101-300-512-5480 R&M - vehicles					
253063 Total:		44.05			
253637	2/17/2017	53.88	0.00	03/07/2017	Grease for Water Dept
660-620-519-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
253637 Total:		53.88			
254190	2/22/2017	6.41	0.00	03/07/2017	Oil filter for PD
101-300-512-5480 R&M - vehicles					
254190 Total:		6.41			
NAPA Total:		104.34			
North Suburban					
NORTHSUB					
473-119314	2/9/2017	15.79	0.00	03/07/2017	Econo line for Parks van
205-430-515-5480 R&M - vehicles					
473-119314 Total:		15.79			
473-119401	2/10/2017	121.42	0.00	03/07/2017	Unicoil for Parks van
205-430-515-5480 R&M - vehicles					
473-119401 Total:		121.42			
North Suburban Total:		137.21			
Planned Forest Solutions LLC					
PLANNED					
168232	2/23/2017	576.00	0.00	03/07/2017	Nuisance tree removal permits, inspection requests
101-400-511-5039 Other contract labor					
168232 Total:		576.00			
Planned Forest Solutions L		576.00			
Rosek Home Maintenance					
ROSEKHOM					
021816-001	2/23/2017	1,350.00	0.00	03/07/2017	Tree removal at 7119 Keystone
101-000-410-4399 Other charges for services					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	021816-001 Total:	1,350.00			
	Rosek Home Maintenance	1,350.00			
Russo Power Equipment					
RUSSO					
3750471	2/15/2017	61.00	0.00	03/07/2017	
	101-440-513-5730 Program supplies				Decals, caps, pulley
	3750471 Total:	61.00			
3750536	2/15/2017	2.79	0.00	03/07/2017	
	101-440-513-5730 Program supplies				Cap for Chain saws
	3750536 Total:	2.79			
	Russo Power Equipment T	63.79			
Schuham Builder's Supply Inc					
SCHUHAM					
51239	2/15/2017	695.92	0.00	03/07/2017	
	101-420-511-5405 R&M - buildings				Door closer, royal crush arm for PW
	51239 Total:	695.92			
51240	2/15/2017	64.76	0.00	03/07/2017	
	101-420-511-5405 R&M - buildings				Dorblin nylon sweep for Village Hall
	51240 Total:	64.76			
	Schuham Builder's Supply	760.68			
Standard Equipment Company					
STANDARD					
C19718	2/7/2017	999.09	0.00	03/07/2017	
	101-440-513-5480 R&M - vehicles				Parts to rebuild Sweeper #2

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	C19718 Total:	999.09		
C19719	2/8/2017	1,807.08	0.00	03/07/2017
101-440-513-5480 R&M - vehicles				Parts to rebuild Sweeper #2
	C19719 Total:	1,807.08		
C19725	2/8/2017	85.42	0.00	03/07/2017
101-440-513-5480 R&M - vehicles				Parts to rebuild Sweeper #2
	C19725 Total:	85.42		
C19729	2/8/2017	462.37	0.00	03/07/2017
101-440-513-5480 R&M - vehicles				Parts to rebuild Sweeper #2
	C19729 Total:	462.37		
	Standard Equipment Comp	3,353.96		
Swid Sales Corp				
SWIDSALE				
29086	2/13/2017	158.53	0.00	03/07/2017
101-410-511-5480 R&M - vehicles				Battery for Truck #28
	29086 Total:	158.53		
29097	2/21/2017	219.72	0.00	03/07/2017
101-410-511-5480 R&M - vehicles				Two 12V post batteries
	29097 Total:	219.72		
	Swid Sales Corp Total:	378.25		
T.P.I. Building Code Consultants, Inc.				
TPI				
201701	1/31/2017	4,862.50	0.00	03/07/2017
101-240-517-5399 Other professional services				Plan Review - January
201701	1/31/2017	8,950.50	0.00	03/07/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-240-517-5399	Other professional services				In House - January
	201701 Total:	13,813.00			
	T.P.I. Building Code Cons	13,813.00			
Thompson Elevator Inspection Service, Inc.					
THOMPSON					
17-0302	1/27/2017	1,324.00	0.00	03/07/2017	
101-240-517-5399	Other professional services				Elevator inspections
	17-0302 Total:	1,324.00			
17-0440	2/10/2017	1,932.00	0.00	03/07/2017	
101-240-517-5399	Other professional services				Elevator inspections
	17-0440 Total:	1,932.00			
17-0537	2/16/2017	570.00	0.00	03/07/2017	
101-240-517-5399	Other professional services				Elevator inspections
	17-0537 Total:	570.00			
17-0635	2/2/2017	100.00	0.00	03/07/2017	
101-240-517-5399	Other professional services				Elevator inspections
	17-0635 Total:	100.00			
	Thompson Elevator Inspec	3,926.00			
Traffic Control & Protection					
TRAFFICC					
88961	2/20/2017	85.85	0.00	03/07/2017	
101-440-513-5768	Street materials - signs & bar				Push button sign
	88961 Total:	85.85			
	Traffic Control & Protectio	85.85			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Tyco Integrated Security LLC					
ADTSS					
27534022	12/1/2016	323.31	0.00	03/07/2017	
660-610-519-5340	Maintenance Agreement Expen				Alarm system service annual fee
27534022	12/1/2016	-40.10	0.00	03/07/2017	
660-610-519-5340	Maintenance Agreement Expen				Credit
27534022 Total:		283.21			
28059938	2/11/2017	323.31	0.00	03/07/2017	
660-610-519-5340	Maintenance Agreement Expen				Alarm system service annual fee
28059938 Total:		323.31			
Tyco Integrated Security L		606.52			
United States Postal Service					
USPOSTAL					
PB022417	2/24/2017	48.01	0.00	03/07/2017	
101-210-511-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	98.74	0.00	03/07/2017	
101-210-511-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	7.20	0.00	03/07/2017	
101-210-511-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	117.51	0.00	03/07/2017	
101-210-511-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	29.44	0.00	03/07/2017	
101-210-511-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	17.94	0.00	03/07/2017	
101-210-511-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	14.61	0.00	03/07/2017	
205-500-515-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	21.62	0.00	03/07/2017	
101-210-511-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	8.29	0.00	03/07/2017	
101-210-511-5720	Postage				Pitney Bowes postage
PB022417	2/24/2017	136.87	0.00	03/07/2017	
660-610-519-5720	Postage				Pitney Bowes postage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
PB022417 Total:		500.23			
United States Postal Servic		500.23			
Weiss, Marilyn WEISSMAR 17-2037 101-400-511-5210 Animal control	2/10/2017	82.50	0.00	03/07/2017	Reimbursement/Animal control services
17-2037 Total:		82.50			
Weiss, Marilyn Total:		82.50			
Zoll Data System ZOLLDATA 9034627 101-350-512-5330 Data processing	2/13/2017	1,017.50	0.00	03/07/2017	Rescue net maintenance for ambulance billing
9034627 Total:		1,017.50			
Zoll Data System Total:		1,017.50			
Report Total:		62,506.56			

Request For Board Action

REFERRED TO BOARD: March 7, 2017

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Ordinance Amending Section 10-2-3 (Class A Local Liquor Licenses) of the Village Code of Lincolnwood to Eliminate One Class A License

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Whistler's, located at 3420 W. Devon Ave., was a holder of a Class A liquor license. Whistler's closed in May of 2016 and is no longer in need of a Class A liquor license. Whistler's will not be re-opening for business, therefore their Class A liquor license needs to be eliminated.

Section 10-2-3, of the Village Code states: "There shall not be more than nine Class A licenses". Due to the relinquishing of the Class A liquor license for Whistler's as a result of their closure, the Municipal Code will need to be amended to allow no more than eight Class A liquor licenses.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance Amending Section 10-2-3 (Class A Local Liquor Licenses) of the Municipal Code of Lincolnwood.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-____

**AN ORDINANCE AMENDING SECTION 10-2-3
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING CLASS A LIQUOR LICENSES**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2017.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_____ day of _____, 2017

Village Clerk

ORDINANCE NO. 2017-__

**AN ORDINANCE AMENDING SECTION 10-2-3
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING CLASS A LIQUOR LICENSES**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Article 2 of Chapter 10 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), sets forth rules and regulations for the licensing of, and sale of alcoholic liquor by, alcoholic liquor retailers in the Village; and

WHEREAS, pursuant to Section 10-2-3 of the Village Code, no more than nine Class A liquor licenses may be issued by the Village at any one time; and

WHEREAS, the Village President and the Board of Trustees desire to amend the Village Code to permit the issuance by the Village of not more than eight Class A liquor licenses at any one time; and

WHEREAS, the President and the Board of Trustees have determined that it will serve and be in the best interests of the Village to amend the Village Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. LIQUOR LICENSE LIMITATIONS. Section 10-2-3 of the Village Code is hereby amended further to read as follows:

"10-2-3: **LICENSE LIMITATIONS.**

There shall not be more than **9 eight** Class A licenses, seven Class B licenses, one Class C license, one Class D license, one Class D-1 license, and two Class E licenses issued and outstanding in any one calendar year. Not more than one Class S-E license may be issued at any one time."

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

PASSED this ____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2017.

Lawrence A. Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
____ day of _____, 2017.

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#27210438_v1

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

Request For Board Action

REFERRED TO BOARD: March 7, 2017

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Awarding a Contract to Norvilla, LLC of Broadview, IL for the Construction of the Lowe's Parking Lot Entrance Modifications in the Amount of \$77,970.15

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On September 16, 2015, the Economic Development Commission voted to authorize the use of Tax Increment Financing (TIF) funds to make improvements to the driveways at Lowe's including regrading the south driveway that fronts Central Park Avenue and removing the right-in/right-out "pork chop" on Lawndale Avenue. Funds were included in the Fiscal Year 2016/2017 budget for design and construction of the improvements.

On February 9, 2017, a bid notice was published in the *Lincolnwood Review* and the *Dodge Report*. Bid packages were picked up by nine contractors. On February 22, 2017, six sealed bids were received and publicly opened. Table 1 displays the bids that were received.

Table 1. Bid Tabulation	
Vendor	Bid
Norvilla, LLC	\$77,970.15
MYS	\$89,667.50
JA Johnson Paving	\$93,928.75
Copenhaver	\$96,390.00
Martam	\$97,990.00
Alliance Contractors	\$106,612.50
<i>Engineer's Estimate</i>	\$81,413.75

The lowest responsible bidder, meeting all bid specifications, is Norvilla, LLC of Broadview, Illinois. The Village Engineer conducted reference checks and all provided positive responses. Staff recommends awarding the contract to Norvilla, LLC. Construction is anticipated to begin in April.

FINANCIAL IMPACT:

\$65,000 was budgeted in the Fiscal Year 2016/2017 NEID TIF budget for construction if this project. The low bid is \$12,970.15 over budget; however, sufficient funds are available due to savings from other projects.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Construction Contract
3. Bid Proposal
4. Recommendation of Award
5. September 16, 2015 Economic Development Commission Minutes

RECOMMENDED MOTION:

Move to approve a Resolution awarding a contract to Norvilla, LLC of Broadview, Illinois for the Lowe's Entrance Modifications project.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

**A RESOLUTION APPROVING A CONTRACT
WITH NORVILLA, LLC, OF BROADVIEW, ILLINOIS,
FOR THE LOWE'S ENTRANCES MODIFICATIONS PROJECT**

WHEREAS, the Village sought bids for the award of a contract for completion of modifications to the vehicular entrances on Lawndale Avenue and Central Park Avenue to the Lowe's Home Improvement property located at 3601 W. Touhy Avenue ("**Contract**"); and

WHEREAS, Norvilla, LLC, of Broadview, Illinois ("**Norvilla**"), was the low responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Contract with Norvilla;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Norvilla is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Norvilla; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2017.

Lawrence A. Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

EXHIBIT A

CONTRACT

CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
NORVILLA, LLC
FOR THE CONSTRUCTION OF
LOWES ENTRANCE MODIFICATIONS

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CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C – Contact Information and Locations

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“**Owner**”), and 2701 S. 13th Avenue, Broadview, Illinois, 60155 (“**Contractor**”), make this Contract as of the _____ day of _____, 2017, and hereby agree as follows:

ARTICLE I **THE WORK**

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

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

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned 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.

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

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

1.5 Conditions at the Work Site; Record Drawings

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

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall

establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

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

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

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("***Change Order***"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business

days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

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

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

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time

within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

3.3 Owner's Right to Correct

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

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company 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, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the

expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

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

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

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

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

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

5.6 Deductions

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

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) 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) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Timothy C. Wiberg, Village Manager

With a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel

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

Norvilla, LLC
2701 S. 13th Avenue
Broadview, Illinois 60155
Attention: Lydia Villasenor-Galvani

7.9 Governing Laws

This Contract 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.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

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

local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

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

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

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

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

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract 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 Contract 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.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supercedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Timothy C. Wiberg, Village Manager

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____ **EXECUTING OFFICER,**
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) 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.

DATED this _____ day of _____, 2017.

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2017.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A1 - SCHEDULE OF CONTRACT PRICES

<u>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>APPROXIMATE NUMBER OF UNITS</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	10	\$436.00	\$4,360.00
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	10	259.65	2,596.50
	35800100	PREPARATION OF BASE	SQ YD	525	1.10	577.50
	40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	525	59.40	31,185.00
*	42400800	DETECTABLE WARNINGS	SF	40	42.60	1,744.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	600	10.10	6,060.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	375	10.75	4,031.25
	44000600	SIDEWALK REMOVAL	SQ FT	800	2.40	1,920.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	250	32.65	8,162.50
	78001100	PAINT PAVEMENT MARKING – LETTERS AND SYMBOLS	SQ FT	75	2.95	221.25
	78001110	PAINT PAVEMENT MARKING – LINE 4"	FOOT	150	1.10	165.00
	78001130	PAINT PAVEMENT MARKING – LINE 6"	FOOT	375	1.35	506.25
	78001180	PAINT PAVEMENT MARKING – LINE 24"	FOOT	60	1.75	105.00

<u>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>APPROXIMATE NUMBER OF UNITS</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
	78300100	PAVEMENT MARKING REMOVAL	SQ FT	50	\$1.10	\$55.00
*	X0326862	STRUCTURES TO BE ADJUSTED	EACH	2	691.95	1,383.90
*	X4404400	PAVEMENT REMOVAL (SPECIAL)	SQ YD	525	17.80	9,345.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1	1,628.00	1,628.00
*	XX007259	SIGN AND POST REMOVAL	EACH	1	109.00	109.00
*	NA	CONSTRUCTION LAYOUT	LSUM	1	3,815.00	3,815.00

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
LOWES ENTRANCE MODIFICATIONS

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SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein; all of which apply to and govern the construction of:

Village of Lincolnwood Lowes Entrance Modifications for the Village of Lincolnwood, Illinois.

These special provisions included herein apply to and govern the proposed improvement designated as **Lowes Entrance Modifications** and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

LOCATION OF IMPROVEMENT

This improvement is located at the intersection of Central Park and Lawndale, in the Village of Lincolnwood, Cook County, Illinois.

DESCRIPTION OF IMPROVEMENT

The proposed work consists of HMA pavement removal and replacement, sidewalk and curb removal and replacement, and restoration.

COMPLETION DATE

The project shall be completed by April 30, 2017.

DEFINITION OF TERMS

In addition to the definitions included in Section 101 of the "Standard Specifications for Road and Bridge Construction", the following should be added:

Engineer – shall be the firm of Christopher B. Burke Engineering, Ltd. as Engineer employed by the Owner.

Village – shall be the Village of Lincolnwood.

Owner – shall be the Village of Lincolnwood.

Municipality – shall be the Village of Lincolnwood.

Department – shall be the Village of Lincolnwood.

INSURANCE REQUIREMENTS

The Contractor shall follow Section 107 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The insurance shall also name the Village of Lincolnwood and Christopher B. Burke Engineering, Ltd. as additional insured.

MAINTENANCE OF EXISTING UTILITIES

The Contractor shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The Contractor shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 1-800-892-0123 and the Village to mark the location of underground utilities.

UTILITY POLES AND UTILITY VAULTS

The Contractor shall coordinate with the utility company so the project can be completed with no additional working days allowed for the coordination. This coordination shall be considered incidental to the Contract.

CONSTRUCTION SEQUENCING

The work shall be performed such that one of the two proposed entrances are open to traffic at all times. This sequencing shall be considered incidental to the contract.

CONSTRUCTION LAYOUT

The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be kept in the office of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR'S layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER

- a. The ENGINEER will make random checks of the CONTRACTOR'S staking to determine if the work is in substantial conformance with the plans. Where the CONTRACTOR'S work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- b. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the ENGINEER will be the responsibility of the CONTRACTOR. The additional restaking done by the CONTRACTOR will be paid for in accordance with 109.04 of the STANDARD SPECIFICATIONS.
- c. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR'S stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.

d. Where the plan quantities for excavation are to be used as the final pay quantities, the ENGINEER will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the CONTRACTOR

a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the CONTRACTOR'S responsibility to tie in centerline control points in order to preserve them during construction operations.

At the completion of the grading operations, the CONTRACTOR will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the ENGINEER.

b. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the ENGINEER at the completion of the project. All notes shall be neat, orderly and in accepted form.

c. For highway structure staking, the CONTRACTOR shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction accuracy. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the CONTRACTOR and checked by the engineer. The CONTRACTOR shall provide a detailed structure layout showing span dimensions, staking lines and offset distances.

d. CONTRACTOR is to perform a level circuit to verify the benchmark elevations. Data to be provided to ENGINEER. Cost of level circuit included in construction layout.

Measurement and Payment: This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

DETECTABLE WARNINGS

Description: This work shall consist of furnishing and installing prefabricated detectable warning panels from approved material suppliers in the new Portland Cement Concrete (PCC) sidewalk at locations as directed by the OWNER. The detectable warning panels shall be the “cast-in-place” model.

Materials: Approved material suppliers are as follows:

- a. Armor-Tile Tactile Systems. www.armor-tile.com
- b. ADA Solutions. www.adatile.com (Composite Panel Paver System)
- c. Detectile Corporation. www.detectile.com
- d. Or approved equal.

The Contractor shall be responsible for furnishing the specified number of detectable warning panels from the approved list of material suppliers. Prior to purchasing the detectable warnings, the Contractor shall submit for review and approval by the OWNER the proposed product information consisting of the following:

- a. Manufacturer’s certification stating the product is fully compliant with the ADAAG.
- b. Manufacturer’s five year warranty.
- c. Manufacturer’s specifications including the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness.
- d. Color chart (color to be determined by the OWNER).
- e. Sample Product Panel (24”x60”).

The detectable warning panels to be purchased shall be 24”x60”. Any damaged panel shall be rejected and shall be replaced at no additional expense to the Owner.

Construction Requirements: The Contractor shall install the panels in accordance with the manufacturer’s recommendations and details. The panels shall be installed during the construction of the new PCC sidewalk and shall be an integral part of the walking surface. The top of the panel shall be flush with the surface of the sidewalk and only the actual domes shall project above the walking surface.

The detectable warning panels shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present.

Method of Measurement and Basis of Payment: This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS which work includes furnishing and installing the detectable warning per the manufacturer’s recommendations and as described herein.

STRUCTURES TO BE ADJUSTED

Description: This items of work shall be performed as directed by the Engineer in conformance with applicable provisions of Sections 602 and 603 of the "Standard Specifications for Road and Bridge Construction". The word STRUCTURE shall be understood to mean catch basin, manhole, inlet, valve vault, valve box, service box and meter vault inclusive.

Method of Measurement and Payment: This work will be paid for at the contract unit each price for STRUCTURE TO BE ADJUSTED.

PAVEMENT REMOVAL (SPECIAL)

Description: This work shall consist of the removal and satisfactory disposal of the existing pavement including all pavement structure and existing granular subbase. This work shall be in conformance with applicable provisions of Section 440 of the STANDARD SPECIFICATIONS and as specified herein.

Construction Requirements: The scope of work shall be to completely remove the existing asphalt pavement and stone subbase in order to accommodate the proposed pavement.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per square yard for PAVEMENT REMOVAL (SPECIAL).

TRAFFIC CONTROL AND PROTECTION

The Traffic Control and Protection shall meet the requirements of Article 701, Work Zone Traffic Control and Article 702, Work Zone Traffic Control Devices of the Standard Specifications for Road and Bridge Construction adopted January 1, 1997.

"701.01 Description" shall be replaced with the following:

701.01 Description

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelized devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

"701.04 General," section "(b)" paragraph 4 shall be replaced with the following:

The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign.

The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24-hours a day, including Sundays and holidays.

"701.04 General" shall be modified by adding the following section:

(G) PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Village or its representative concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer. All roads shall remain open to traffic, the Contractor, may close one lane due to construction only between the hours of 9:00 a.m. and 3:00 p.m. on two lane roads, and shall maintain at least one lane in each direction on four or more lane roads, during the construction of this project. The Contractor shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

No road closures or restrictions shall be permitted except those covered by Standard Designs without written approval by the Engineer.

"701.04 General" shall be modified by adding the following section:

(H) DEFICIENCY CHARGE:

The primary concern of the Village is to maintain a safe travel way for the public and a safe Environment for the worker in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, these Special Provisions, and directions from the Engineer concerning traffic control protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching men, materials and equipment to correct such deficiencies.

If the Contractor fails to begin corrections to the traffic control deficiencies within two (2) hours of the initial attempt of notification by the Village or its representative or fails to restore the traffic control and protection compliance with the specifications within eight (8) hours of the original attempt of notification, the Engineer may execute such work as deemed necessary to correct the deficiencies. The cost thereof shall be deducted from monies due or which may be due the Contractor.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's action.

"701.07 Method of Measurement" is replaced in its entirety by the following:

701.07 METHOD OF MEASUREMENT

These items of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating and removing the traffic control devices required in the Plans and these Special Provisions.

"701.08 Basis of Payment" is replaced in its entirety by the following:

701.08 BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, which shall be payment in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the Plans and Specifications.

The salvage value of the materials removed shall be reflected in the bid price for this item. Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

If the Engineer, shall require additional traffic control to be installed in accordance with standards and/or designs other than those included in the Plans. The standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications. Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown on the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification. In the event the sum total value of all work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

$$\text{Adjusted contract price} = .25P + .75P [1 + (X - 0.1)]$$

Where "P" is the contract price for Traffic Control and Protection

Difference between original and final sum total value of all work items for which traffic

Where "X" = control and protection is required.

Original sum total value of all work for which traffic control and protection is required.

The value of the work items used in calculating the increase and decrease will include only items which have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

In the event the Department cancels or alters any portion of the contract which results in elimination or noncompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 104.02 of the Standard Specifications.

"702.03 Channeling Devices" section "(b)", paragraph 1 shall be replaced with the following:

(b) Barricades

Type 1 and Type 1 A Barricades are intended for use on lower speed roads and shall not be used where the normal posted speed limit is 45 m.p.h. or greater. The normal posted speed limit for construction area is 40 m.p.h. Type 1 and Type 2 Barricades shall not be intermixed within an individual string of barricades. Type 3 Barricades shall be used for road and lane closures and shall not be used for channelization or delineation.

Any drop off greater than 75 mm (three inches), but less than 150 mm (six inches), within 2.5 m (eight feet) of the pavement edge shall be protected by Type 1 or 2 barricades equipped with mono-directional steady burn lights at 30 m (100 foot) center to center spacing. If the drop off within 2.5m (eight feet) of the pavement edge exceeds 150 mm (six inches), the

barricades mentioned above shall be paced at 15 m (50 foot) center to center spacing. Barricades that must be placed in excavated areas shall have a leg extension installed such that the top of the barricade is in compliance with the height requirements of Standard 702001.

All Type 1 and Type 2 barricades, shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas perpendicular to traffic every 300 m (1,000 feet), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type 1 or 2 and equipped with a flashing light.

"702.03 Channeling Devices" section "(c)" Vertical Panels, add the following:

All vertical panels shall be equipped with a steady burn light when used during the hours of darkness unless otherwise stated herein or in the Plans.

"702.05 Signs" section "(a)" add as paragraph 7:

Construction signs referring to daytime lane closures during working hours shall be removed, covered, or turned away from the view of the motorists during non-working hours.

SIGN AND POST REMOVAL (SPECIAL)

Description: This work shall consist of the removal and satisfactory disposal of the existing sign and post. This work shall be in conformance with applicable provisions of the STANDARD SPECIFICATIONS and as specified herein.

Method of Measurement and Basis of Payment: This Work will be measured and paid at the contract unit price per EACH for SIGN AND POST REMOVAL (SPECIAL).

RESTORATION

Description: This work shall consist of the restoring the parkway areas damaged during construction with topsoil and seed. This work shall be considered incidental to the contract.

Method of Measurement and Basis of Payment: This work shall be incidental to the contract.

TAB 1

PREVAILING WAGE RATES

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT 1		53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 2		52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT 3		46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 4		38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 5		55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550

STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER	-->NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930 0.000 0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt

Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or

Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

VILLAGE OF LINCOLNWOOD
CONTRACT DOCUMENTS
FOR
LOWES ENTRANCE MODIFICATIONS
(CBBEL PROJECT NO. 140090.C1701)

Bid Opening Date: February 22, 2017
Bid Due By: 11:00 a.m.
Bid Opening Time: 11:00 a.m.
Bid Opening Location: Village Hall

BID PACKAGE SUBMITTED BY

Norvilla, LLC

COMPANY NAME

2701 S. 13th Avenue

STREET ADDRESS

Broadview, Illinois 60155-4715

CITY, STATE, ZIP

Obtain Information From:

James Amelio, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
(847) 823-0500

Submit bids to:

Andrew Letson, Acting Director of Public Works
Village Hall
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

ADDENDUM #1
Village of Lincolnwood
Lowes Entrance Modifications
Date: February 17, 2017

Modify the bid and contract documents to include the following:

Clarification No. 1: The bid documents are unclear regarding whether or not BID BONDS will be accepted. Please note that BID BONDS will be accepted.

Clarification No. 2: Contractors must purchase hard copy plans and be shown on the Bidder's Planholder List in order to bid. Bids received by contractors who are not on the Bidder's Planholder List will be rejected.

Modification No. 1: The Schedule of Prices is missing the line item CONSTRUCTION LAYOUT. Please replace the Schedule of Prices with the attached REVISED Schedule of Prices.

Please acknowledge the receipt of this addendum by signing and returning this form to James Amelio, PE. Additionally, Addendum #1 shall be attached to the bid. If Addendum #1 is not attached to the bid, the bid may be disqualified. Email to James Amelio, PE of Christopher B. Burke Engineering, Ltd. at jamelio@cbbel.com

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: _____

Norvilla, LLC

Name of Company



ASSOCIATED AGENCIES, INC.
Full Service Insurance Since 1920

1701 Golf Road
Suite 3-700
Rolling Meadows, Illinois 60008

847-427-8400 Tel
847-427-3430 Fax

www.associated.cc

Andrew Letson, Acting Director of Public Works
Village Hall
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood IL. 60712

RE: Bidding Project - Village of Lincolnwood Contract for the Construction of Lowes Entrance Modifications.

Dear Andrew,

Associated Agencies is the broker for Norvilla, LLC.

I certify that I have read the requirements set forth in the contract for the Village of Lincolnwood Contract for the Construction of Lowes Entrance Modifications Project and will issue the required certificates and policies of insurance upon the award of the contract to the bidder.

If you have any questions please call or email me.

Sincerely

A handwritten signature in black ink that reads "Edward F. Curran". The signature is fluid and cursive, with the first name being the most prominent.

Edward F. Curran
Vice President

Associated Agencies Inc.
1701 Golf Road Tower 3 7th Floor
Rolling Meadows, Illinois 60008
Telephone Phone Number: 847-427-3555
ecurran@associated.cc



KOTULA GROUP
construction surety bond specialists

February 20, 2017

Village of Lincolnwood
6900 North Lincoln Ave
Lincolnwood, IL 60712

Re: Norvilla Bond Letter

To Whom It May Concern:

Please be advised the The Kotula Group, LLC is the bonding agent for Norvilla, LLC. Norvilla is currently bonded by Ohio Farmers Insurance Company (A+XIV AM Best Rating) with bonding capacity of \$5,000,000 single and \$10,000,000 aggregate. If awarded a contract with the Village of Lincolnwood, we are willing to execute bonds on forms provide by or otherwise acceptable to the owner.

This letter is for informational purposes only and it is understood that a surety relationship is strictly a matter between a principal and a surety and we cannot be held liable to our principal, or any third parties, if for whatever reason we elect not to execute a bond.

If you have any questions, please feel free to contact our office.

Sincerely,

David A. Kotula, President
Office: 312-459-0631
Dave@KotulaGroup.com

The Kotula Group, LLC
220 N Green Street
Chicago, IL 60607



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Norvilla, LLC.
2701 S 13th Avenue
Broadview, IL 60155

SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company
1 Park Circle
Westfield Center, OH 44251

OWNER:

(Name, legal status and address)

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

BOND AMOUNT: Five Percent of Accompanying Bid (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Lowes Entrance Modifications

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

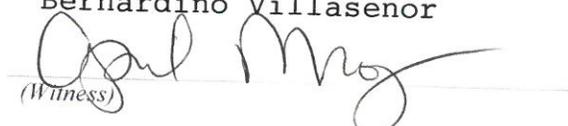
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

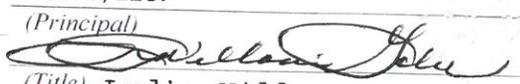
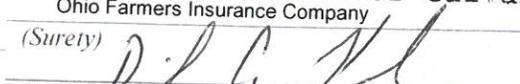
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of February, 2017


(Witness)
Bernardino Villasenor

(Witness)

Norvilla, LLC.
(Principal)  (Seal)
(Title) Lydia Villasenor-Galvani/President
Ohio Farmers Insurance Company
(Surety)  (Seal)
(Title) David A. Kotula, Attorney-in-fact

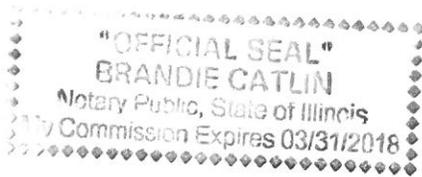
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

Acknowledgement of Corporate Surety

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 22nd day of February 2017, before me personally
appeared David A. Kotula, to me known, who, being by me duly sworn,
did dispose and say: that he reside(s) at Chicago, IL that he is/are the
Attorney-in-fact of Ohio Farmers Insurance Company, the corporation
described in and which executed and annexed instrument; that he know(s) the corporate
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it
was so affixed by the order of the Board of Directors of said corporation; that he signed
the same name(s) thereto by like order; and that the liabilities of said corporation do not
exceed its assets as ascertained in the manner provided by law.



Brandie Catlin

(Notary Public in and for the above County and State)

My Commission Expires 03/31/2018

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DAVID A. KOTULA, JOINTLY OR SEVERALLY,

of CHICAGO and State of IL their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 25th day of January, A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Dennis P. Baus,**
National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 25th day of January, A.D., 2016, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By: **David A. Kotnik,** Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 22nd day of A.D., February 2017



By: **Frank Carrino**
Frank Carrino, Secretary

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
LOWES ENTRANCE MODIFICATIONS

BIDDER'S PROPOSAL

Full Name of Bidder Norvilla, LLC (“Bidder”)

Principal Office Address 2701 S. 13th Avenue Broadview, Illinois 60155-4715

Local Office Address 2701 S. 13th Avenue Broadview, Illinois 60155-4715

Contact Person Lydia Villasenor-Galvani Telephone 708.223.8151

TO: Village of Lincolnwood (“Owner”)
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

Attention: Andrew Letson, Acting Director of Public Works

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. "ONE" 1, which are securely stapled to the end of this Bidder's Proposal [if none, write “NONE”] (“*Bid Package*”).

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“*Work Site*”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **Construction of the Lowes Entrance Modifications**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid

PROPOSAL

Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, 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 on the following "Schedule of Prices" ("**Price Proposal**"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

REVISED PER ADDENDUM #1

<u>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>APPROXIMATE NUMBER OF UNITS</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	10	\$436.00	\$4360.00
	20700220	POROUS GRANULAR EMBANKMENT	CU YD	10	\$259.65	\$2,596.50
	35800100	PREPARATION OF BASE	SQ YD	525	\$1.10	\$577.50
	40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	525	\$59.40	\$31,185.00
*	42400800	DETECTABLE WARNINGS	SF	40	\$43.60	\$1,744.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	600	\$10.10	\$6,060.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	375	\$10.75	\$4,031.25
	44000600	SIDEWALK REMOVAL	SQ FT	800	\$2.40	\$1,920.00
	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B- 6.12	FOOT	250	\$32.65	\$8,162.50
	78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	75	\$2.95	\$221.25
	78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	150	\$1.10	\$165.00
	78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	375	\$1.35	\$506.25
	78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	\$1.75	\$105.00

PROPOSAL

	78300100	PAVEMENT MARKING REMOVAL	SQ FT	50	\$1.10	\$55.00
*	X0326862	STRUCTURES TO BE ADJUSTED	EACH	2	\$691.95	\$1,383.90
*	X4404400	PAVEMENT REMOVAL (SPECIAL)	SQ YD	525	\$17.80	\$9,345.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1	\$1,628.00	\$1,628.00
*	XX007259	SIGN AND POST REMOVAL	EACH	1	\$109.00	\$109.00
*	NA	CONSTRUCTION LAYOUT	LSUM	1	\$3,815.00	\$3,815.00

TOTAL CONTRACT PRICE:

Seventy-Seven-Thousand-Nine-Hundred-Seventy- Dollars and Fifteen Cents
 (in writing) (in writing)
 \$77,970 Dollars and .15 Cents
 (in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. [For Unit Price Only] *The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;*
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to *[dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to]* claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.3.

Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "**Commencement Date**" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "**Completion Date**" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn

PROPOSAL

Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Bid Bond or Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 5% of total bid amount dollars ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

PROPOSAL

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

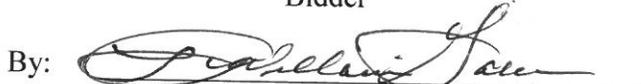
10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 22nd day of February, ~~2016~~: 2017

ATTEST:

By: 
Bernardino Villasenor
Title: Executive Vice President

Norvilla, LLC
Bidder
By: 
Lydia Villasenor-Galvani
Title: President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
LOWES ENTRANCE MODIFICATIONS

BIDDER'S SWORN ACKNOWLEDGEMENT

Lydia Villasenor-Galvani **NAME OF DEPONENT]** ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation** "Not Applicable"

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of 11 /08 2012 that is qualified to do business in the State of Illinois, and that is operating under the legal name of Norvilla, LLC.

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lydia Villasenor-Galvani/President	2701 S. 13th Avenue Broadview, Illinois 60155-4715
Bernardino Villasenor/Executive Vice President	2701 S. 13th Avenue Broadview, Illinois 60155-4715
_____	_____
_____	_____
_____	_____

3. **Individual** "Not Applicable"

Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows: _____ [TRADE OR ASSUMED NAME].

4. **Joint Venture** "Not Applicable"

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of __/__/__ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The signatories to the aforesaid Joint Venture Agreement are as follows: "Not Applicable"

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 22nd day of February, 2017.

ATTEST:

Norvilla, LLC

Bidder

By:

[Signature]

Bernardino Villasenor

Title: Executive Vice President

By:

[Signature]

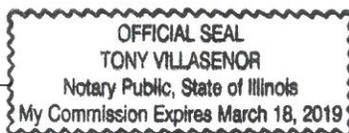
Lydia Villasenor-Galvani

Title: President

Subscribed and Sworn to
Before me this 22nd day
of February, 2017.

My Commission Expires: March 18, 2019

[Signature]
Notary Public



[SEAL]

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
LOWES ENTRANCE MODIFICATIONS

BIDDER'S SWORN WORK HISTORY STATEMENT

(Only required of new Bidders)

Lydia Villasenor-Galvani

("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: General Construction Contractor

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>70</u> % Federal	<u>50</u> % As Contractor	<u>90</u> % Bidder's Forces
<u>30</u> % Other Public	<u>50</u> % As Subcontractor	<u>10</u> % Subcontractors
<u> </u> % Private		<u> </u> % Materials

WORK HISTORY STATEMENT

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 4 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
City of Chicago _____	General Contractor License	TGC039687	02.20.2018
City of Chicago _____	Mason License	MC 6496-4	06.14.2017

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	Illinois Dept of Transportation	Illinois Dept of Transportation	City of Chicago Department of Aviation
Owner Address	201 W. Center Court Schaumburg, IL 60196	201 W. Center Court Schaumburg, IL 60196	Owner Representative Rossi Contractors (General Contractors) 201 W. Lake Street Northlake, IL 60164
Reference	Barry Woods Resident Engineer	Kurt Kaldenberger Sr. Construction Inspector Resident Technician	Ron Rossi Vice President
Telephone Number	224.399.9470	847.846.5865	773.287.7545
Type of Work	Contract: 62A69 Lake McHenry Counties ADA Pedestrian Ramps	Contract: 62A30 Kane County IL RTE 31 Over Animal Crossing	CONRAC

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	Rossi Contractors (General Contractors) 201 W. Lake Street Northlake, IL 60167 Ron Rossi / Vice President TEL: 773.287.7545
Amount of Contract	_____	_____	\$4,155,074.00
Date Completed	_____	_____	September 2015

DATED this 22nd day of February, 2017.

ATTEST:

Norvilla, LLC

Bidder

By:

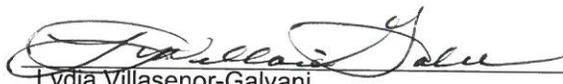


Bernardino Villasenor

Title:

Executive Vice President

By:



Lydia Villasenor-Galvani

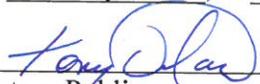
Title:

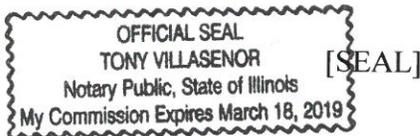
President

Subscribed and Sworn to
Before me this 22nd day
of February, 2017.

My Commission Expires:

March 18, 2019


Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

_____ (*Bidder*), a Principal, hereinafter called the Contractor, and _____

_____ (*Surety Company*)

_____ (*Legal Title*)

hereinafter called the "Surety", are held and firmly bound unto the Village of Lincolnwood, 1707 St. Johns Avenue, Lincolnwood, Illinois 60712, as obligee, hereinafter called the VILLAGE, in the amount of _____ (*written Dollars*) or (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated __/__/__, entered into a contract with VILLAGE for the

_____ (*Project*) in accordance with drawings and specifications prepared by the Village of Lincolnwood, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise, it shall remain in full force and effect.

- A. The Surety hereby waives notice of any alteration of extension of time made by the Village.
- B. Whenever Contractor shall be and is declared by the Village to be, in default under the Contract, the Village having performed Village's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 1. Complete the Contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to Village for completing the Contract in accordance with its terms and conditions, and upon determination by Village and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by Village to Contractor under the Contract and any amendments thereto, less the amount previously paid by Village to Contractor. It is the intention of this undertaking that the total cost and expenditure by Village shall not exceed the Contract price.

PERFORMANCE AND PAYMENT BOND

C. No right of action shall accrue to or for the use of any person or corporation other than the Village named herein or the heirs, executors, administrators or successors of Village.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Principal and Surety shall pay to all persons, firms or corporations having contracts directly with the Principal or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.

SIGNED AND SEALED THIS _____ day of _____, 20__, A.D.

IN THE PRESENCE OF:

Witness

(Principal)

Witness

(Title)

SEAL

(Surety)

(Title)

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
LOWES ENTRANCE MODIFICATIONS

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: _____
BIDDER
ADDRESS

FROM: Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL
60712

(*“Contractor”*)

(*“Owner”*)

On the _____ day of _____, 20__, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the _____ day of _____, 20__, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **LOWES ENTRANCE MODIFICATIONS**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

NOTICE OF AWARD

The Closing will be by mail. The Bidder will mail all signed documents to the Owner at 6900 North Lincoln Avenue, Lincolnwood, Illinois provided that all Conditions have been satisfied. Contractor must have complied with all Conditions set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before __/__/__.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this _____ day of _____, 20__.

VILLAGE OF LINCOLNWOOD

By: _____
ANDREW LETSON
ACTING DIRECTOR OF PUBLIC
WORKS



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 22, 2017

Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

Attention: Mr. Andrew Letson – Acting Director of Public Works

Subject: Lowes Parking Lot Entrance Modification Project
Bid Results / Recommendation of Award
(CBBEL Project No. 140090.C1701)

Dear Mr. Letson:

On Wednesday, February 22, 2017 at 11:00 a.m. bids were received at the Lincolnwood Village Hall and opened for the Lowes Parking Lot Entrance Modification Project. The bids have been reviewed and tabulated and are as follows:

COMPANY	BID
- ENGINEER'S ESTIMATE	\$ 81,413.75
1 NORVILLA LLC	\$ 77,970.15
2 MYS	\$ 89,667.50
3 JA JOHNSON PAVING	\$ 93,928.75
4 COPENHAVER	\$ 96,390.00
5 MARTAM	\$ 97,990.00
6 ALLIANCE CONTRACTORS	\$106,612.50

As you can see, Norvilla, LLC is the low bidder with a Bid of \$ 77,970.15. We have reviewed their bid document and find it to be in order. We have worked with Norvilla, LLC previously and they are qualified to perform this work. Therefore, we recommend that the contract be awarded to Norvilla, LLC.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE
Project Manager



Economic Development Commission

**Wednesday, September 16, 2015
Council Chambers Room**

Minutes

Commissioners Present

James Persino, Chair
James Kucienski, Vice Chair
Patrick Kaniff
Paul Levine
James Berger
Terrence Stauch

Commissioners Absent

Myles D. Berman
Pat McCoy
Nadia Seniuta

Staff Present

Timothy C. Wiberg, Village Manager
Timothy M. Clarke, AICP, Community Development Director
Caleb Miller, Community Development Intern

Others Present

Jesal Patel, Trustee
Jacqueline Boland, Executive Director of the Lincolnwood Chamber of Commerce

1. Call to Order/ Quorum Declaration

Noting that a quorum of 6 members was present, the meeting was called to order at 8:06AM by Chairman Persino.

2. Minutes Approval

Jim Kucienski moved to approve, as proposed, the August 26, 2015 meeting minutes of the Commission. Commissioner Levine seconded the motion. Motion approved by voice vote 6-0.

3. Review of Lincoln Avenue Plan

Director Clarke began his presentation regarding the 2005 Lincoln Avenue Task Force Report. The purpose of the presentation, he said, was to summarize the findings as well as to review new developments that have resulted from the adoption of the Lincoln Avenue Plan. He discussed the composition of the Task Force, which included members

of the Economic Development Commission, Plan Commission and Village Board, as well as a community resident who took an interest in the process. In addition to the members, the Task Force was assisted by Village staff, input provided by residents and businesses, and a representative of the planning firm, Land Vision, Inc.

Director Clarke then moved on to discuss the methods used by the Task Force to analyze the Lincoln Avenue corridor. These included a windshield survey, a town meeting for community input, an image preference survey for residents, and examination by the Task Force of current planning tools as well as revitalization efforts of other communities.

Director Clarke then discussed the findings of the Task Force, which found that the development pattern along the corridor had been aging with marginal uses, and that Lincoln Avenue did not function as a vibrant asset of the community. Going forward, the Task Force created a vision for the corridor, several aspects of which were presented by Director Clarke. These included creating a sense of place for the corridor, making it a centerpiece of the community and a vibrant main street, creating an attractive and pedestrian-friendly atmosphere, and establishing a lively and useful shopping and business environment. This vision, he added, diverged from the original zoning of the corridor, which intended for Lincoln Avenue to be primarily a banking and office district.

He then went on to present several concepts in planning for the corridor which were relatively new to the community. One of the biggest changes, Director Clarke mentioned, was the shift from setback to build-to requirements, which called for buildings to be closer to the sidewalk and prohibiting front-yard parking. Other concepts included traffic calming, design guidelines for buildings, creating civic focal points, form-based regulations, and New Urbanism.

The presentation then moved on to the recommendations put forward by the Task Force. For public streets and spaces, recommendations included median landscaping and parkway restoration, improved pedestrian crosswalks, designated parking lanes, a unified corridor streetscape plan, and a reduction in parkway curb cuts, among others. In terms of development regulations and design standards, recommendations included modifying the land use code to encourage new uses, the establishment of business district hubs, the creation of form-based regulations, regulating off-street parking locations, and improved business signage. Director Clarke mentioned that several of these recommendations had already been put into place.

Continuing the presentation, Director Clarke discussed individual developments that came after the adoption of the Lincoln Avenue Plan. The first was 6469 Lincoln, which is currently the site of the Oberweis Ice Cream and Dairy Store. Director Clarke mentioned

that this was the first project under the new plan, and was approved without variances or special use approval. He presented photographs of the site before the development and after, pointing out that the building was constructed closer to the street, with parking in the rear and a masonry wall was built along the property line as a buffer between residential and commercial property.

The next property Director Clarke discussed was the townhome development at 6521 Lincoln, which was formerly the site of Pedian Rug. This development, he mentioned, has recently received criticism from at least one Village trustee because it is a residential development. Trustee Patel added that a specific issue raised was the height of the building and its imposition on the adjoining residential homes. Manager Wiberg replied indicating that the height could have been the same if it were a commercial building.

Discussion ensued regarding residential properties abutting Lincoln Avenue business districts. Chairman Persino mentioned that these residents should be more open to changes along commercial corridors because they willingly bought homes near those properties. Trustee Patel expressed his agreement, and inquired about buffer requirements for commercial districts as a way to reduce complaints. Chairman Persino replied by mentioning the difficulty of buffers because of the configuration of Lincoln Avenue and adjacent property lines.

Executive Director Boland then added that pedestrian-friendly developments have the potential to enhance, rather than reduce, nearby property values because of changing demographics and the desire of many to live in walkable communities. Chairman Persino agreed, and added that vacant properties are more likely to reduce property values due to their unattractiveness. He then moved on to the issue of off-street parking, saying that it is much more attractive if located in the rear of a building, but he also cautioned that New Urbanist designs can go too far. Trustee Patel agreed, but mentioned that the build-to guidelines were emphasized by the Task Force, and that new developments with setbacks may cause other developers to want to ignore build-to standards. Further discussion ensued.

Director Clarke continued by discussing the 6770 Lincoln Avenue property. This site used to contain both Walgreens and a medical office building, but Walgreens since purchased the other property and redeveloped the entire site. He showcased the various elements of the new development, including the build-to line, masonry buffer wall, and a new monument sign. Further, he discussed how residents of the community praised the aesthetics of the site, particularly the tower located at the corner of the building nearest the street, as well as the masonry wall which completely separates residential and commercial uses.

The final property on Lincoln Avenue Director Clarke mentioned was 6734 Lincoln, the current site of Meatheads and formerly Silo Electronics. Like the other developments, this building was brought closer to the street, and Meatheads replaced the original parking layout and the landscaping of the site. He also mentioned that this was the first building that Meatheads constructed itself.

Director Clarke noted that in addition to these total redevelopment projects undertaken under the Lincoln Avenue Plan, other changes have occurred as well. He discussed the Lincolnwood Public Library and pointed out the reconfiguration of the parking lot, to include landscaping to screen the entire lot from the street. He also mention the progress made on landscaping roadway medians throughout the community.

Following the presentation, Trustee Patel discussed the difficulty in attracting developers to Lincolnwood, as well as finding tenants for existing strip centers and small shop spaces. He inquired about finding ways to promote the Village's willingness for development, and discussion ensued. Conversation then moved on to residential properties on Lincoln Avenue. Trustee Patel mentioned the recent Village Board decision to make residential and mixed-use properties subject to special use approval. Chairman Persino noted this change makes new development more difficult to achieve. Director Clarke noted that the Plan Commission recommended this change, indicating that they took the middle of the road between permitting and prohibiting residential uses.

Manager Wiberg inquired whether there were any recommendations in the report that were outdated, noting that 10 years had since passed. Vice Chairman Kucienski noted that the report did not have enough time to show its value, saying that all new economic development stopped during the 2008-11 Recession. Discussion then turned to the attractiveness of the community, with Commissioner Levine saying that a number of vacant properties may be a deterrent for new business. Chairman Persino then noted that the Shoppes at Lincoln Pointe development will dramatically improve the image of the community, particularly to other developers. Discussion ensued on the condition of that property.

4. Reports

A. Development Updates

The first update mentioned by Director Clarke was the expiration of the Touhy-Lawndale TIF District. Chairman Persino discussed two issues he has with the Lowe's development: the "pork chop" access point on Lawndale and the south driveway of Lowes onto Lawndale, which is not level and can cause damages to vehicles traveling through it. Disucsison ensued. Commissioner Levine then motioned to authorize TIF

funds to fix this driveway, as well as to remove the right-in, right-out "pork chop" on Lawndale just south of Touhy Avenue. Commissioner Stauch seconded the motion, and it was approved by voice vote 5-0, (Commissioner Kaniff was absent at this time in the meeting).

Other development updates reported on included the Plan Commission recommendation to approve the PUD amendment for the former Dominick's site, and Binny's application to move into the Lincolnwood Produce site. Trustee Patel then discussed eliminating the Sunday alcohol sales time restrictions in the Village, noting that both Chicago and Skokie have earlier sales times than Lincolnwood, at 11:00AM and 8:00AM respectively. Director Clarke continued and discussed other updates, such as the senior development at the Bell and Howell site and the mixed-use development at 6733-35 Lincoln Avenue.

Director Clarke then discussed the proposed Begyle Brewery, which is interested in moving into a portion of the Town Center warehouse building. Also moving into the Town Center Mall is 90 Miles North Cuban Café, due to open in the coming days. Finally, Director Clarke discussed School District #74's plans to remodel its campus. Currently, he said, they are deciding between traditional zoning requirements and going forward as a PUD.

B. New Business Licenses

Commissioners viewed the list of new business licenses issued during the month of August 2015.

5. Other Business

No other business was discussed.

6. Public Forum

No member of the public desired to address the Commission.

7. Adjournment

After a motion from Commissioner Stauch, the meeting was adjourned by consensus at 9:37 AM.

Respectfully Submitted,

Caleb Miller
Community Development Intern

Request For Board Action

REFERRED TO BOARD: March 7, 2017

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of the Following Items Pertaining to the Lincoln Avenue Median Improvement Project: A) A Resolution Awarding a Contract to Nettle Creek Nurseries of Morris, IL in the Amount of \$858,441.40, B) An Ordinance Waiving the Competitive Bidding Process and Approving an Agreement with Christopher B. Burke Engineering, Ltd. in the Amount of \$35,000 for the Provision of Construction Management Services

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the January 19, 2016 Committee of the Whole meeting, the Village's engineering firm, Christopher B. Burke Engineering, Ltd. (CBBEL), presented a concept plan for the revitalization of the medians on Lincoln Avenue. The project includes the installation of raised beds with perennial landscaping, irrigation, and brick edging. The project as originally proposed included all of the medians on Lincoln Avenue from Jarvis Avenue to Devon Avenue. The concept plan was received favorably and the Village Board ultimately awarded a contract to CBBEL to design and bid the project. The project was to be funded through a combination of excess General Fund reserves and Tax Increment Financing (TIF) funds.

On September 27, 2016, four sealed bids were received for the project, with the lowest being approximately \$300,000 over budget. On October 20, 2016, the Village Board rejected the bids and directed staff to rebid the project over the winter months with the hope of obtaining more favorable pricing.

Since the bids were rejected, the Village Board has elected to move forward with closing and reopening the Lincoln/Touhy TIF District. This in combination with the possibility that the geometry of the medians north of Kostner Avenue may change in conjunction with the ultimate development of the property at the northwest corner of Lincoln and Touhy Avenues, prompted staff to remove the medians north of Kostner Avenue from the project scope.

On February 9, 2017 a bid notice was published in the *Lincolnwood Review* and the *Dodge Report*. Bid packages were picked up by nine contractors. On February 22, 2017 eight sealed bids were received and publicly opened. Table 1 displays the bids that were received.

Table 1. Bid Tabulation	
Vendor	Bid
Nettle Creek Nursery	\$858,441.40
Copenhaver Construction	\$911,706.00
Landmark	\$996,756.09
Alliance Contractors	\$1,082,872.84
SGL, Inc.	\$1,105,169.50
Norvilla, LLC	\$1,239,504.20
Vixen Construction	\$1,388,208.60
Martam	\$1,413,313.00
<i>Engineer's Estimate</i>	<i>\$886,417.00</i>

The lowest responsible bidder, meeting all bid specifications, is Nettle Creek Nursery ("Nettle Creek"). The Village Engineer conducted reference checks and all provided positive responses. Staff recommends awarding the contract to Nettle Creek. Construction is anticipated to begin in April.

The lowest bidder is \$113,941.40 over the budgeted amount for the project. The Finance Director has indicated that sufficient excess General Fund reserves are available to meet the needs of this project. The lowest bid is \$27,975.60 under the engineer's estimate.

Staff also recommends waiving the competitive bid process and approving a proposal from CBBEL to provide construction management services to oversee the construction of the Lincoln Avenue Median Improvement project. CBBEL was the design engineer for the project and as the Village Engineer has institutional knowledge regarding the Village. Construction oversight will include a resident engineer during construction that will monitor work method and quantities used as well as handle resident coordination. The proposal is 4% of the cost of construction which is in line with the anticipated cost for oversight on this type of project.

FINANCIAL IMPACT:

Sufficient funds are available in the Lincoln Avenue Median and Devon/Lincoln TIF Budgets in the Fiscal Year 2016/2017 budget and Fiscal Year 2017/2018 proposed budget for construction and construction oversight of this project.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Construction Contract
3. Bid Proposal
4. Recommendation of Award
5. Proposed Ordinance
6. Construction Oversight Proposal

RECOMMENDED MOTION:

Move to approve the following items pertaining to the Lincoln Avenue Median Improvement project: A) a Resolution approving a contract with Nettle Creek Nursery of Morris, IL for construction of the Lincoln Avenue Median Improvements B) an Ordinance waiving competitive bidding authorizing an agreement with Christopher B. Burke Engineering, Ltd., of Rosemont, IL, for the provision of phase III construction engineering services.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

**A RESOLUTION APPROVING A CONTRACT
WITH NETTLE CREEK NURSERY, INC., OF MORRIS, ILLINOIS
FOR THE LINCOLN AVENUE MEDIAN LANDSCAPE PROJECT**

WHEREAS, the Village sought bids for the award of a contract for improvements to the medians on Lincoln Avenue between Kostner and Devon Avenues (“*Contract*”); and

WHEREAS, Nettle Creek Nursery, Inc., of Morris, Illinois (“*Nettle Creek*”), was the low responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Contract with Nettle Creek;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and Nettle Creek is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by Nettle Creek; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2017.

Lawrence A. Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#35575092_v1

EXHIBIT A

CONTRACT

CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
NETTLE CREEK NURSERY, INC.
FOR THE CONSTRUCTION OF
LINCOLN AVENUE MEDIAN LANDSCAPE

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CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C – Contact Information and Locations

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“*Owner*”), and Nettle Creek Nursery, Inc., 320 Ottawa Street, Morris, IL 60142 (“*Contractor*”), make this Contract as of the _____ day of _____, 2017, and hereby agree as follows:

ARTICLE I **THE WORK**

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

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

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned 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.

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

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

1.5 Conditions at the Work Site; Record Drawings

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

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall

establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

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

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

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business

days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

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

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

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time

within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

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

3.3 Owner's Right to Correct

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

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company 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, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the

expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

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

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

B. **Pay Requests.** Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("***Pay Request***"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

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

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

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

5.6 Deductions

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

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) 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) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Timothy C. Wiberg, Village Manager

With a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel

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

Nettle Creek Nursery, Inc.
320 Ottawa Street
Morris, Illinois 60450
Attention: Steven Sztapka

7.9 Governing Laws

This Contract 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.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

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

local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

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

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

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

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

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract 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 Contract 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.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supercedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Timothy C. Wiberg, Village Manager

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____ **EXECUTING OFFICER,**
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) 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.

DATED this _____ day of _____, 2017.

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2017.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

To provide all labor, services, transportation, equipment and other means and items necessary for completion of the Lincoln Avenue Median Landscape project.

2. **Work Site:**

As depicted on attached drawings.

3. **Working Hours**

Except for such work as may be required to properly maintain traffic control, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 6:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 7:00 a.m. or proceed after 12:00 p.m. without specific permission of the Engineer.

4. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations.

5. **Commencement Date:**

Commencement shall begin within 10 days following contract execution.

6. **Completion Date:**

September 30, 2017, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

7. **Insurance Coverage:**

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

(1) **Worker's Compensation:** Statutory;

(2) **Employer's Liability:**

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

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

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage:

Coverage’s shall include:

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

“X”, “C”, and “U” exclusions shall be deleted.

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

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

8. **Contract Price:**

See Attachment A1 – Schedule of Contract Prices

9. **Progress Payments:**

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.
- B. Value of Work. The Value of the Work shall be determined as follows (when applicable):
 - (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("***Breakdown Schedule***"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress

and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

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

ATTACHMENT A1 - SCHEDULE OF CONTRACT PRICES

<u>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>APPROXIMATE NUMBER OF UNITS</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
	20800150	TRENCH BACKFILL	CU YD	30	\$30.00	\$900.00
	28000510	INLET FILTERS	EACH	40	25.00	1,000.00
	60618320	CONCRETE MEDIAN SURFACE, 6 INCH	SF	7,790	6.80	52,972.00
*	K1005481	SHREDDED BARK MULCH, 3"	CU YD	273	50.00	13,650.00
*	K1001988	IRRIGATION SYSTEM SPECIAL	LSUM	1	206,000.00	206,000.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	36,000.00	36,000.00
*	XX007724	SOD STRIPPING, 2" DEPTH	SQ YD	437	4.00	1,748.00
*	Z0013798	CONSTRUCTION LAYOUT	LSUM	1	7,997.00	7,997.00
*	Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	10	250.00	2,500.00
*	NA	BRICK FLAT EDGE	SF	5,251	18.60	97,668.60
*	NA	BRICK FLAT AREAS	SF	4,843	20.60	99,765.80
*	NA	BRICK VERTICAL EDGE	LF	5,250	17.80	93,450.00
*	NA	CLASS D PATCH (SPECIAL)	SQ YD	100	80.00	8,000.00

*	NA	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	150	\$44.00	\$6,600.00
*	NA	MEDIAN REMOVAL (SPECIAL)	SQ YD	3,400	14.00	47,600.00
*	NA	MEDIAN SOIL BLEND	CU YD	1,249	60.00	74,940.00
*	NA	SHRUB AND PERENNIAL REMOVAL	SQ YD	749	5.00	3,745.00
*	NA	SOIL CUT	CU YD	835	44.00	36,740.00
*	NA	KENTUCKY COFFEETREE	EACH	11	500.00	5,500.00
*	NA	GREEN SPIRE LINDEN	EACH	14	500.00	7,000.00
*	NA	WALTHER FUNCKE YARROW	EACH	408	12.00	4,896.00
*	NA	SUMMER BEAUTY ORNAMENTAL ONION	EACH	438	14.00	6,132.00
*	NA	TWILTE PRAIRIEBLUE FALSE INDIGO	EACH	364	14.00	5,096.00
*	NA	FIREWITCH CHEDDAR PINKS	EACH	1,317	11.00	14,487.00
*	NA	GOBLIN BLANKET FLOWER	EACH	19	20.00	380.00
*	NA	JUNIOR WALKER CATMINT	EACH	451	10.00	4,510.00
*	NA	AUTUMN DELIGHT SEDUM	EACH	735	12.00	8,820.00
*	NA	DWARF PRAIRIE DROPSEED	EACH	862	12.00	10,344.00

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE CONSTRUCTION OF

LINCOLN AVENUE MEDIAN LANDSCAPE

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SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein; all of which apply to and govern the construction of:

Village of Lincolnwood Lincoln Avenue Median Landscape for the Village of Lincolnwood, Illinois.

These special provisions included herein apply to and govern the proposed improvement designated as **Lincoln Avenue Median Landscape** and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

LOCATION OF IMPROVEMENT

This improvement is located along Lincoln Avenue (US 41) from Kostner to Devon in the Village of Lincolnwood, Cook County, Illinois.

DESCRIPTION OF IMPROVEMENT

The proposed work consists of installation of landscaping materials, irrigation system, brick pavers, and median pavement removal within IDOT jurisdiction.

COMPLETION DATE

The project shall be completed by September 30, 2017.

DEFINITION OF TERMS

In addition to the definitions included in Section 101 of the "Standard Specifications for Road and Bridge Construction", the following should be added:

Engineer – shall be the firm of Christopher B. Burke Engineering, Ltd. as Engineer employed by the Owner.

Village – shall be the Village of Lincolnwood.

Owner – shall be the Village of Lincolnwood.

Municipality – shall be the Village of Lincolnwood.

Department – shall be the Village of Lincolnwood.

INSURANCE REQUIREMENTS

The Contractor shall follow Section 107 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The insurance shall also name the Village of Lincolnwood and Christopher B. Burke Engineering, Ltd. as additional insured.

MAINTENANCE OF EXISTING UTILITIES

The Contractor shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The Contractor shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 1-800-892-0123 and the Village to mark the location of underground utilities.

UTILITY POLES AND UTILITY VAULTS

The Contractor shall coordinate with the utility company so the project can be completed with no additional working days allowed for the coordination. This coordination shall be considered incidental to the Contract.

SHREDDED BARK MULCH 3"

Description. Shredded hardwood bark mulch shall be free of harmful chemicals, diseases, and insects. Mulch shall have a minimum 1/8 inch dimension and a maximum length of 2-1/2". Mulch shall be placed around the new plant material to a finished depth of 3 inches. In curbed planters and median islands that only receive mulch and no shrubs, the depth shall also be 3".

Basis of Payment. This work shall be paid for at the contract unit price per CUBIC YARD for SHREDDED BARK MULCH 3".

IRRIGATION SYSTEM SPECIAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This work shall consist of furnishing and installing landscape irrigation as shown on the Contract Drawings or as directed by the Engineer. There are four (4) proposed irrigation systems that shall be connected to an existing water service connection. Three (3) existing systems are located within the median of Lincoln Ave. and one (1) existing system is located in the Village Hall Building. This work shall include all material and labor required to install a complete functioning, automatic controlled irrigation system, including but not limited to connections and modifications to existing system, sprinkler piping/sleeves, electric/manual valves, boxes, wiring, drip tubing, etc.

1.2 RELATED DOCUMENTS

- A. Drawings
- B. IDOT Standard Specifications for Road and Bridge Construction, Latest Edition

1.3 DEFINITIONS

- A. Circuit Piping: Downstream from control valves to sprinklers and specialties. Piping is under pressure during flow.
- B. Irrigation Main Piping: Downstream from point of connection to service line piping including control valves. Piping is under system pump pressure.
- C. Supply Header: PVC pipe downstream of remote control valve with multiple connections to driplines.
- D. Flush Header: PVC pipe with multiple connections to driplines that forms the end of a drip zone.
- E. Drip Irrigation: Low-volume water delivery system utilizing in-line drip tubing, pressure-compensating emitters, low-volume sprays and bubblers or any combination of these products.
- F. The following are industry abbreviations for plastic materials:
 - 1. ABS: Acrylonitrile-butadiene-styrene plastic.
 - 2. FRP: Fiberglass-reinforced plastic.
 - 3. PA: Polyamide (nylon) plastic.

4. PE: Polyethylene plastic.
5. PP: Polypropylene plastic.
6. PTFE: Polytetrafluoroethylene plastic.
7. PVC: Polyvinyl chloride plastic.
8. TFE: Tetrafluoroethylene plastic.

1.4 SYSTEM REQUIREMENTS

- A. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs, light standards, utility boxes, planters and tree grates.
- B. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties, unless otherwise indicated:
 1. Irrigation Main Piping: 200 psig
 2. Circuit Piping: 200 psig

1.5 SUBMITTALS

- A. Product Data: Include pressure ratings, rated capacities, and settings of selected models for the following:
 1. Shut-off valves.
 2. Remote Control valves.
 3. Quick-couple valves
 4. General-duty valve boxes
 5. Control-valve boxes.
 6. Sprinkler specialties
 7. Drip specialties
 8. Controllers. Include wiring diagrams.
 9. Control wiring. Include splice kits
- B. Coordination Drawings: Show piping and major system components. Indicate interface and spatial relationship between piping, system components, adjacent utilities, and proximate structures.
- C. Field quality-control test reports.
 1. Pressure and flow test performed at point(s) of connection.
- D. Operation and Maintenance Data: For irrigation systems, to include in emergency, operation, and maintenance manuals. Include data for the following:
 1. Automatic-control valves.

2. Sprinklers and drip equipment.
3. Controllers.
4. Drip maintenance procedures.
5. Winterization procedures

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. **Installer shall have five (5) years minimum experience on comparable irrigation system projects.**

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver semi-rigid piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- B. Deliver flexible piping in factory-assembled rolls. Maintain protective wrap or packaging through shipping, storage and handling.
- C. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.8 PROJECT CONDITIONS

- A. The existing irrigation system shall remain intact and operable during all construction activities specified herein. Irrigation Contractor shall coordinate with other trades to ensure pre-construction protective measures have been taken to maintain existing system operation and integrity.
- B. The irrigation system was designed utilizing the working pressure(s) shown on the Drawings. In the event the minimum pressures required on the Drawings cannot be provided, Irrigation Contractor shall notify the Engineer immediately upon discovery of the discrepancy.

1.9 COORDINATION

- A. General: Coordination is required between several trades to execute the design as shown on the Drawings.

1. The irrigation system shall be supplied from new irrigation controllers from water mains located on the northbound side of Lincoln Ave. and shall be stubbed in the location(s) shown on the Drawings. Irrigation Contractor shall coordinate all points of connection and scheduling with the relevant trades.
2. New controllers shall be used as shown on the Drawings, and new control valves and associated wiring and addresses shall be incorporated into new controller. Irrigation Contractor shall ensure that all requirements for controller wire connections (both power and control) have been coordinated with the relevant trades.

1.10 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Quick-couple Valves: Furnish one (1) valve and swing assembly.
 2. Quick-couple Keys: Furnish two (2) complete assemblies comprised of brass key (matched to quick-coupler model) and 3/4" hose swivel.
 - a. Furnish four (4) keys for locking covers.
 3. Drip accessories: Furnish the following extra units:
 - a. One (1) roll of dripline, 100' in length
 - b. Four (4) of each type of compression fitting used during installation
 - c. One (1) pressure regulator, matching model specified in control zone kit
 - d. One (1) filter, matching model specified in control zone kit
 - e. One (1) air/vacuum relief valve kit
 - f. One (1) remote control valve of each type used as a component of the control zone kit.

1.11 WARRANTY

- A. Contractor shall warranty all components and equipment for a period of two years from the date of landscape acceptance and all installation work for a period of one year commencing on the same date. Contractor shall repair/replace any defects in the system at no additional cost to the Owner during the relevant warranty periods.
 1. Warranty includes correction (at no cost to the Owner) of any trench settlement during the first one-year period.

PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.
- B. Hard Copper Tube: Type M (ASTM B 88M, Type C) water tube, drawn temper.
 - 1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought- copper, solder-joint fittings. Furnish wrought-copper fittings if indicated.
 - 2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end.
 - 3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- C. PVC/HDPE, Pressure-Rated Pipe:
 - 1. Circuit Piping (all sizes): ASTM D 2241, PVC 1120 compound, SDR 13.5.
 - 2. Mainline Piping, 3" and smaller: ASTM D 2239, PE compound, SDR 13.5.
 - 3. Sleeves (all sizes): ASTM D 1785, PVC 1120 compound, Schedule 40
- D. PVC Socket fittings, Schedule 40, ASTM D 2467.

2.2 JOINING MATERIALS

- A. Solvent Cement (PVC Piping):
 - 1. Primer and Solvent conforming to ASTM D2564-02

2.3 BALL VALVES

- A. General: Cast brass quarter turn ball valve with handle and threaded ends conforming to ANSI Standard B 2.1. Size shall match pipeline.
- B. Manufacturers:
 - 1. Matco-Norca – 758 Series
 - 2. Watts
 - 3. Crane Valves
 - 4. Or equal

2.4 QUICK-COUPLE VALVES

- A. General: Factory-fabricated, brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, locking rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.
 - 1. Locking-Top Option: Vandal-resistant, locking feature. Include two matching keys.
 - 2. Manufacturers:
 - a. Hunter Industries – HQ Series
 - b. Rain Bird – 44 Series
 - c. Or Equal

2.5 GENERAL-DUTY VALVE BOXES

- A. Application: Shut-off Valves, Quick Couple Valves, Splice Boxes, Drip Flush Valves
- B. Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service.
 - 1. Shape: Round
 - 2. Sidewall Material: Polymer concrete
 - 3. Cover Material: Polymer concrete, green in color in landscape; grey/concrete color in concrete; or standard color to match brick
 - 4. Cover Tier Rating: 8
 - 5. Manufacturers:
 - a. Plymouth Products Inc.
 - b. Quazite, MMFG Pavers
 - c. Applied Engineering Products
 - d. Carson Industries, Inc.
 - e. Ametek
 - f. Synertech
 - g. Or Equal
- C. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4-inch minimum to 1-inch maximum.

2.6 REMOTE CONTROL VALVE BOXES

- A. Application: Drip Zone Kits

- B. Plastic Control-Valve Boxes for Remote Control Valves: Box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service.
 - 1. Shape: Round.
 - 2. Sidewall Material: Polymer concrete
 - 3. Cover Material: Polymer concrete green in color in landscape; grey/concrete color in concrete; or standard color to match brick
 - 4. Cover Tier Rating: 8
 - 5. Manufacturers:
 - a. Plymouth Products Inc.
 - b. Quazite, MMFG Pavers
 - c. Applied Engineering Products
 - d. Carson Industries, Inc.
 - e. Ametek
 - f. Synertech
 - g. Or Equal
- C. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4-inch minimum to 1-inch maximum.

2.7 TRIPLE SWING JOINT ASSEMBLIES

- A. Triple swing joint assemblies shall be manufactured of rigid PVC, Type 1, Cell classification 12454-B per ASTM D1784 with NPT threads and pipe sockets per ASTM D2464 and D2466, respectively. Each rotating joint shall be sealed with Buna rubber O-ring, installed pre-compressed in a sealing groove free of parting lines to prevent leakage. Modified stub ACME threads shall have specially engineered diameters and clearances to allow full circle movement in 360 degrees.
- B. Manufacturers:
 - 1. Hunter Industries – Model SJ
 - 2. Rain Bird – Model TSJ
 - 3. Or Equal

2.8 DRIP SPECIALTIES

- A. Drip Control Zone Kit:
 - 1. Factory assembled kit for controlling low-flow irrigation zones comprised of the following components:

- a. Low-flow remote control valve with external bleed and internal bleed for manual operation.
 - b. Pressure regulator with plastic body capable of maintaining outlet pressure of 40 psi
 - c. Filtration provided by inline Y filter of heavy-duty glass-filled nylon material with 150-mesh filter screen (factory-installed)
 - 2. Manufacturers:
 - a. Hunter Industries – Model ICZ
 - b. Rain Bird – Model – Model X CZ
 - c. Or Equal
- B. Landscape Dripline
 - 1. Flexible PE tubing with pre-installed pressure-compensating emitters with dual outlet ports, 0.49 inch inside diameter. Flow rate shall be 0.9 - 1.0 gallons-per-hour.
 - 2. Manufacturers:
 - a. Hunter Industries – Model PLD
 - b. Rain Bird – Model XFD
 - c. Or Equal
- C. Dripline Supply Tubing
 - 1. Flexible PE tubing, 5/8-inch (ID controlled). Fittings shall be 5/8-inch lock-type fittings specified below.
 - 2. Manufacturers:
 - a. Hunter Industries - ProFlex
 - b. Rain Bird – Model SPX
 - c. Or Equal
- D. Lock-type Fittings
 - 1. UV-resistant ABS fittings with locking external ring for making dripline connections.
 - 2. Manufacturers:
 - a. Hunter Industries – HSBE
 - b. Rain Bird – BF
 - c. Or Equal
- E. Air/Vacuum Relief Valve
 - 1. Plastic housing with rustproof materials designed for use with dripline tubing.
 - 2. Manufacturers:
 - a. Hunter Industries
 - b. Rain Bird

c. Or Equal

F. Flush Cap

1. Locking compression fitting with screw-on type cap.
2. Manufacturers:
 - a. Hunter Industries
 - b. Rain Bird
 - c. Or Equal

2.9 AUTOMATIC-CONTROL SYSTEM

- A. The controller shall be of a modular design with a standard 6-station model. The controller shall have a 48 station decoder output module.
- B. The decoder output module shall occupy no more than 3 expansion slots, and may coexist with up to 2 6-station modules in the plastic enclosure, or 4 6-station modules in the metal enclosure.
- C. The removable station modules shall allow servicing of, and removing of the module(s) without removing field wires from the controller.
- D. The controller shall have four independent programs (A, B, C, and D) with 8 start times per program for programs A, B, and C; and 16 start times for program D for a total of up to 40 daily start times. Any two programs shall have the capability of running concurrently. Watering times shall be available from 1 minute to 12 hours in 1-minute increments per station. There shall be a programmable delay between stations available of up to 9 hours. The controller shall have 4 weekly schedule options to choose from: 7-day calendar, 31-day calendar, odd day programming and even day programming. It shall also have a 365-day calendar clock to accommodate true odd-even watering. Operation shall be available in automatic, semi-automatic and manual modes. All programming shall be accomplished by use of a programming dial and selection buttons with user feedback provided by a backlit LCD display. The front panel of the controller shall be removable and capable of being programmed when not attached to the controller cabinet.
- E. The controller shall be equipped with a rain sensor on-off switch that allows the user to override a sensor that has suspended watering. The controller shall have a programmable rain delay that turns off the controller for a predetermined period of time, from 1 to 180 days.
- F. The controller shall have a cycle and soak scheduling capability by station that allows a cycle to be programmed for up to 60 minutes and a soak period to be programmed for up to 120 minutes.

- G. The controller shall have a seasonal adjustment feature with 3 different modes that allows station run times to be altered from 0% to 300% by program to compensate for weather changes. The modes shall include a Global Adjust, Monthly Adjust, and a Solar Sync Adjust. The Global Adjust shall increase the station run times in a given program by a fixed percentage. The Monthly Adjust shall allow all the seasonal adjustment values for the full year to be programmed into the controller, for each program. The Solar Sync Adjust shall allow the seasonal adjustment values to occur on a daily basis when a Hunter Solar sync is connected to the controller.
- H. The controller shall be capable of monitoring up to two Clik-type sensors or flow sensors in the plastic configuration, and up to 3 Clik-type sensors or flow sensors in the metal configuration.
- I. The controller shall permit connection of a flow meter which is calibrated by the operator for the pipe diameter in which it is installed. The flow meter shall measure actual flow in gallons or liters. The controller shall have a learning mode in which the controller operates each single station for a short period, learns the actual flow for each station, and stores the information internally by station.
- J. When the learned flow is exceeded during normal operations the controller shall record a flow alarm event, cease irrigating the station or stations contributing to the high or low flow readings, and resume irrigation with any stations which do not cause alarms. The controller shall have the ability to determine high or low flow conditions when multiple stations are operating, and shall perform diagnostics to identify stations which contribute to the problem flow. Allowable limits and duration of incorrect flow shall be preset, but reprogrammable by the operator for unique local conditions. The flow meter shall be a Hunter Industries HFS in an appropriately sized FCT fitting. . It shall also be possible to except certain stations from flow monitoring devices. The controller shall also be equipped with a flow-totalizing function that will provide a running total of all the gallons or liters of water used between two reference dates.
- K. Automatic programs shall have user-programmed Non-Water windows to except certain time windows from watering, regardless of the water day schedule.
- L. Automatic programs shall also permit the designation of non-water days, even when Odd/Even or Interval Day patterns have been set. Non-water window violations shall be detected and the operator shall be alerted when an irrigation program would have run during a non-water window.
- M. The controller shall also save an Easy Retrieve Program which stores all original programming settings. The installing contractor shall be able to restore the system to this saved state at any time after initial installation. The stored Easy Retrieve settings may also be updated at any time by the operator.

- N. The controller shall have a one-button manual station advance in Test mode for quick diagnostics checks.
- O. The controller shall be equipped with a programmable pump start/master valve circuit that can activate the pump start relay by zone. It shall also have a programmable delay between valve stations. Delays between stations shall be programmable up to a maximum of 10 hours.
- P. Transformer input shall be 120/240 VAC, 50/60Hz. Transformer output shall be 24 VAC, 1.5A (40VA). All AC power wiring connections shall be made in an internal junction box. Maximum output per conventional station shall be 24 VAC, 0.56A. Program backup shall be provided by a non-volatile memory circuit that will hold the program information indefinitely. The controller shall have Metal Oxide Varistors (MOVs) on the AC power input portion and the secondary output portion to help protect the micro-circuitry from power surges. The secondary MOVs shall be enclosed in the station modules for easy servicing. There shall be self-diagnostic, electronic short circuit protection that detects a faulty circuit, continues watering the remainder of the program, and reports the faulty station on the display. The diagnostic procedure shall also be capable of being initiated by the user manually. The controller shall provide backup timekeeping in the event of a power outage with the use of an internal long-life lithium battery.
- Q. The controller shall have a diagnostic feature that provides a visual indication via LED lights that show the current status of sensor activity, station activity and flow activity. Any station or flow alarms shall be report on the LCD display.
- R. The controller shall have as an option, the ROAM or ICR remote control package that enables remote operation of the controller. Connection of remotes to the controller shall be provided through factory-installed SmartPort® outlet.
- S. The controller shall have a multi-language capability that allows programming of the display in 6 different languages: English, French, Spanish, German, Italian, and Portuguese. It shall also be capable of setting the units of measure to either English (GPM) or Metric (LPM)
- T. The controller shall be installed in accordance with the manufacturer's published instructions. The controller shall carry a conditional five-year exchange warranty.
- U. Interior Control Enclosures: NEMA 3R with key-locking cover and two matching keys.
 - 1. Material: Molded plastic.
 - 2. Mounting: Surface type for wall mounting.
 - 3. Features:

- a. Internal wiring junction box
- b. Removable, battery-programmable panel

V. Manufacturers:

1. Hunter Industries – Model I-Core
2. Rain Bird – Model ESP-LXME
3. Or Equal

2.10 DECODERS

A. Decoder Output Module

1. The decoder output module shall include its own user interface dedicated to decoder programming and diagnostics, including a backlit LCD display and navigational buttons. The decoder output module shall fit into 3 of the slots that accommodate conventional station output modules. The decoder output module shall co-exist with conventional station output modules, so that a hybrid system of conventional solenoid wiring and two-wire decoder wiring is possible in the same controller.
2. The decoder output module shall include a Programming Port for field programming of decoder station addresses via the decoder wires. Decoder programming shall not require the use of serial numbers or external devices.
3. The decoder output module shall offer 3 separate two-wire paths to the field. Up to 48 decoder stations may be on any one path, or dispersed over 2 or 3 paths.
4. The decoder output module shall display active stations by number, and shall also be able to display current draw in milliamps on the two-wire paths at any time, without disruption to running irrigation. The decoder output module shall detect and display Line Open and Line Fault conditions on the two wire path.
5. The decoder output module shall use a current sensing logic to determine whether active stations are drawing sufficient current and shall provide alarm notification when either an underdraw or overdraw situation is detected.
6. The decoder output module shall provide a solenoid finder feature, which chatters a solenoid loudly, for location purposes.

B. Decoders

1. The decoders shall be completely waterproof. Each decoder shall have a single red and a single blue wire, for connection to the color-coded two-wire path. Each decoder shall include 2 waterproof connectors, UL listed to 600V direct burial, to insure proper connection.
2. The decoders shall be available in a single-station configuration, and a two-station configuration. The individual station outputs shall also be color-coded to insure proper connection.
3. Each decoder station output shall be capable of activating a minimum of 2 typical 24VAC irrigation solenoids. Individual solenoid specifications should be referenced for any difficulties with decoder operations (such as solenoids containing extra components for surge protection).
4. Decoders shall be installed within 100 ft/30 m of the solenoids they are intended to operate. In high lightning areas, the use of webbed wire pairs for decoder-to-solenoid connections is highly recommended.
5. All decoder installations shall be made in appropriately sized valve boxes. At each decoder splice, approximately 5 ft/1.5 m of wire slack shall be provided, looped inside each valve box, to prevent strain on the connection over time.
6. The system shall accommodate up to 48 decoder stations in any combination of single or two-station decoders.
7. All decoder stations shall be compatible with license-free wireless remote control.

C. Manufacturers

1. Hunter Industries – DUAL Series
2. Or Equal

2.11 SOIL MOISTURE SENSOR

A. General: Soil moisture sensor with module.

1. Manufacturers:
 - a. Hunter Industries – Soil-Clik
 - b. Rain Bird – SMRT-Y
 - c. Or Equal

2.12 AUTOMATIC CONTROL SYSTEM WIRE

- A. General: Two conductor solid-copper twisted pair cable with overall jacket of PE insulation; suitable for direct bury.
 - 1. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between controller and decoders; color coded per the following:
 - a. Control Cable – Red and Blue- with Gray outer jacket
 - b. Spare Control Cable – Red and Blue- with Orange outer jacket
 - 2. Manufacturers:
 - a. Paige Electric
 - b. Regency Wire and Cable
 - c. TEK Wire and Cable
 - d. Or Equal
- B. ALTERNATE – General: UL 493, Type UF, single conductor, with solid-copper conductor and PE insulation; suitable for direct burial.
 - 1. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between decoders and automatic control valves; color coded per the following:
 - a. Common Wire – White
 - b. Control Wire – Red
 - c. Spare Common Wire – Green
 - d. Spare Control Wire - Blue
 - 2. Manufacturers:
 - a. Paige Electric
 - b. Regency Wire and Cable
 - c. TEK Wire and Cable
 - d. Or Equal

2.13 WIRE SPLICES

- A. Single unit consisting of conductive lug with swing-type closure. Wire paths shall be filled with grease and upon closing the connector a completely enclosed and mechanically sound splice shall be made.
 - 1. Manufacturers:
 - a. 3M
 - b. Burndy
 - c. Or Equal
- B. ALTERNATE – Splice kit conforming to the following requirements:

1. Factory packaged kit consisting of wire nut and grease-filled tube. Kit shall provide moisture and mechanical protection to the completed splice.
2. Manufacturers
 - a. 3M Corporation – ‘DBY-6’
 - b. Burndy
 - c. DSG Canusa
 - d. Or Equal

2.14 ELECTRIC REMOTE CONTROL VALVES

- A. General: The valve shall be a normally closed, electronically-actuated, diaphragm-operated, remote-control valve. The valve will be capable of operating between 20 and 100 PSI with a flow range of between 0.10 and 300 GPM (m³/hr; l/m). Pressure loss shall be 3.0 PSI (bars; kPa) maximum at 15 GPM (m³/hr; l/m).
- B. The valve shall be available in a globe configuration with 1-, 1-1/2- or 2-inch Female National Pipe Thread (FNPT) inlet and outlet. The valve shall be equipped with a flow control mechanism with removable handle that will regulate flow from full on to completely off.
- C. The body and bonnet shall be molded of non-corrodible, glass-reinforced nylon, rated to 220 PSI (15 bars, 1500 kPa). The body of the valve shall have brass inserts, with through-holes, which will accept the bonnet bolts. The bonnet bolts shall be serviceable with a slotted screwdriver, Phillips screwdriver, or a hex wrench, and shall be held captive in the bonnet when the bonnet is removed from the valve body. The diaphragm assembly shall be of molded construction, reinforced with nylon fabric and have a thermoplastic elastomer seating material. The valve shall be equipped with an internal filter as well as a self-cleaning metering rod, so only clean water can enter the solenoid chamber. A filter cleaning system that cleans a stainless steel filter each time the valve opens and closes shall be provided. All metal parts internal to the valve shall be manufactured from corrosion-resistant stainless steel.
- D. The valve shall be provided with an adjustable pressure regulating device with a calibrated dial for setting of the outlet pressure. (The regulator shall be capable of adjusting the outlet pressure from between 20 and 100 PSI (1.4 to 7.0 bars; 138 to 689 kPa) when inlet pressure is 15 PSI (1.0 bars; 103 kPa) or greater than regulated outlet pressure.) The regulated downstream pressure shall remain constant regardless of variations in upstream pressure. The regulation shall be maintained when valve is manually operated with use of internal bleed valve. The regulator should be capable of regulating upstream pressures from 35 psi to 220 psi.

- E. The standard solenoid shall be a 24 VAC unit with a 370mA inrush current and 190mA holding current at 60 cycles and a 475 mA inrush current and 230 mA holding current at 50 cycles. When specified, the unit shall be equipped with a DC latching solenoid for use with battery-operated controllers. The solenoid shall be an encapsulated, one-piece unit with captive plunger. It shall be equipped with manual internal bleed capability to release the upper chamber water to the downstream piping, allowing the valve to open.
- F. The valve shall carry a five-year, exchange warranty (not prorated).
- G. Manufacturers
 - 1. Hunter Industries – Model ICV
 - 2. Rain Bird – Model PEB
 - 3. Or Equal

2.15 VALVE IDENTIFICATION TAGS

- A. Pre-printed plastic tags with minimum text height of 1”, capable of being attached to valve stem or valve wire within valve box.
- B. Manufacturers
 - 1. Christy’s
 - 2. Or Equal

PART 3 - EXECUTION

3.1 GENERAL

- A. Install piping and wiring under sidewalks, roadways, parking lots, and railroads as shown on the Drawings.
 - 1. Install piping by boring or jacking under existing paving if possible. Where boring or jacking is not feasible, cutting and patching operations will conform to relevant Division One requirements.
- B. Provide minimum cover over top of underground piping according to the following:
 - 1. Irrigation Main Piping: Minimum depth of 30 inches below finished grade
 - 2. Circuit Piping (including drip headers): 24 inches
 - 3. Sleeves: 24 inches

3.2 PREPARATION

- A. Stake layout of system in the field, utilizing appropriate materials and notify Landscape Architect to obtain approval prior to beginning installation activities.
 - 1. Notify Landscape Architect 48 hours prior to desired on-site review. Landscape Architect will provide review within the 48-hour time period.

3.3 POINT OF CONNECTION

- A. Construct connection to stubbed supply lines (provided by others) using appropriate fittings for metallic to plastic piping.

3.4 PIPING APPLICATIONS

- A. Install components having pressure rating equal to or greater than system operating pressure.
- B. Underground Irrigation Main Piping: Use the following piping materials for each size range:
 - 1. **NPS 3"** and Smaller: SDR 13.5, HDPE, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- C. Circuit Piping: Use the following piping materials for each size range:
 - 1. **NPS 2"** and Smaller: SDR 13.5, HDPE, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- D. Swing Assemblies: Install appropriate swing assemblies as required by the Drawings and Part 2 above.
- E. Sleeves: Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
- F. Transition Fittings: Use transition fittings for plastic-to-metal pipe connections according to the following:
 - 1. Couplings:
 - a. Underground Piping **NPS 1-1/2"** and Smaller: Manufactured fitting or coupling.
 - b. Underground Piping **NPS 2"** and Larger: AWWA transition coupling.
 - 2. Fittings:

- a. Aboveground Piping: Plastic-to-metal transition fittings.
- b. Underground Piping: Union with plastic end of same material as plastic piping.

3.5 VALVE APPLICATIONS

A. Remote Control Valves:

1. **NPS 2"** and Smaller: Plastic automatic control valve.

B. Shut-off Valves:

1. NPS 2" and Smaller: Brass NRS Ball Valve

3.6 PIPING INSTALLATION

A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.

B. Install piping free of sags and bends.

C. Install groups of pipes parallel to each other and spaced to permit valve servicing.

D. Install fittings for changes in direction and branch connections.

E. Install underground thermoplastic piping according to ASTM D 2774

F. Install PVC piping in dry weather when temperature is above 40 deg F 5 deg C. Allow joints to cure at least 24 hours at temperatures above 40 deg F 5 deg C before testing unless otherwise recommended by manufacturer.

3.7 JOINT CONSTRUCTION

A. Construct solvent-weld joints per ASTM D2855

3.8 VALVE INSTALLATION

A. Control Valves: Install in rectangular control-valve box per the Drawings.

B. Quick Couple Valves: Install in valve box per the Drawings.

C. Shut-off Valves: Install in valve box per the Drawings.

3.9 DRIPLINE INSTALLATION

- A. Following final grading or fill operations, install dripline as indicated on the drawings. Parallel lines shall be spaced per the Drawings with the emitters 'staggered' to provide even coverage of the irrigated area.
- B. Install stainless steel stakes at 36-inch intervals to secure the dripline to the finished grade.
- C. Construct supply and flush headers of PVC pipe as shown on the Drawings and make connection to dripline tubing with appropriate compression fittings.
- D. Install Air/Vacuum relief kit at the highest point of the dripline zone as indicated on the Drawings.
- E. Install flush cap at the lowest point of the dripline zone as indicated on the Drawings.

3.10 AUTOMATIC-CONTROL SYSTEM INSTALLATION

- A. Install controllers as indicated on Drawings.
- B. Install control cable in same trench as irrigation piping as indicated on Drawings. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas if irrigation piping is installed in sleeve.
- C. Pull control cables through provided conduit to controller location and make final connections per the manufacturer's recommendations.

3.11 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Make all electrical connections in conformance with local code requirements. Provide waterproof connectors for all underground electrical connections.
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.12 LABELING AND IDENTIFYING

- A. Provide valve tags at each remote control valve as indicated on the Drawings.

3.13 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. Hydrostatic Test: After installation, charge system with pressurized air to 100 psi. System will be able to maintain pressure with no more than 5 psi loss in one hour. Landscape Architect must be in attendance during test. Provide a minimum of 48 hours notice prior to scheduled test.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Remove and replace faulty/malfunctioning system components and retest as specified above until the requirements are met.

3.14 STARTUP SERVICE

- A. Verify that controllers are installed and connected according to the Contract Documents.
- B. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements.
- C. Complete startup checks according to manufacturer's written instructions.

3.15 ADJUSTING

- A. Adjust settings of controllers and provide initial watering schedule per Owner's requirements.
- B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
- C. Adjust valve boxes so they will be flush with finished grade.

3.16 CLEANING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.17 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain controller and automatic control valves.
- B. Schedule a complete demonstration and system walk-through with the Owner and Landscape Architect. Final Payment will not be made until all items noted during demonstration and walk-through have been made by Contractor and verified by Owner's staff.

3.18 DOCUMENTATION

- A. Provide a complete operations and maintenance manual to the Owner in a three-ring binder with the following items, separated by tabbed dividers for clear organization.
 - 1. Provide a label on the spine of the binder clearly stating "IRRIGATION SYSTEM OPERATION AND MAINTENANCE".
 - 2. Table of Contents
 - 3. Cut-sheets or manufacturer's data for all installed equipment including:
 - a. Remote Control Valves
 - b. Ball Valves
 - c. Landscape Dripline
 - d. Dripline accessories (filters, valves, pressure regulators, etc.)
 - e. Controller
 - f. Moisture Sensor
 - 4. Operations Data from manufacturers documenting diagnostic, repair and replacement procedures for all items "a" through "f" identified above.
 - 5. Complete description of spring start-up operations including:
 - a. Valve inspection
 - b. Controller programming guidelines for spring, summer and fall watering schedules. Guidelines shall be based on historical EVT rates for the Chicago area.
 - c. Controller battery replacement
 - d. Drip zone filter inspection and replacement
 - e. Drip zone back-flushing operations
 - 6. Complete description of fall shut-down operations including:
 - a. Blow-out procedures for irrigation system
 - b. Drain-down procedures for irrigation system
 - c. Controller shut-down procedures
- B. Provide an as-built drawing at the same size and scale as the design drawings on reproducible vellum or Mylar with the following information clearly shown:

1. Location of all sleeves with dimensions to site elements
 2. Location of mainline and lateral pipe runs with sizes clearly indicated
 3. Location of all valves
 4. Location of controllers and rain/freeze sensor
 5. Utilize standard industry symbols and notations for all equipment.
- C. Provide a copy of the Maintenance/Operations Manual and As-Built Drawing to the Landscape Architect for review and approval prior to transmittal to the Owner.
1. Contractor shall make all revisions noted and required by the Landscape Architect prior to transmittal to the Owner.
 2. Contractor is required to demonstrate completion of all revisions, which may include providing a revised copy for additional review at the discretion of the Landscape Architect.
- D. Maintenance/Operations Manual and As-Built Drawing shall be completed and turned over to the Owner before Final Payment will be made to the Contractor.

3.19 FALL SHUTDOWN & SPRING START-UP

- A. Contractor shall perform fall shutdown and spring start-up at no extra charge during the warranty period.

PART 4 - MEASUREMENT AND PAYMENT

The work shall be paid for at the contract lump sum price for IRRIGATION SYSTEM SPECIAL which shall be payment in full for all work listed herein and as directed by the Owner's Representative.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Description. This work shall consist of all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required and as approved by the Engineer.

Construction Requirements. The CONTRACTOR shall provide the ENGINEER, at the preconstruction meeting, a proposed plan for traffic control and protection throughout the duration of the project. At the preconstruction meeting, the CONTRACTOR shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the ENGINEER at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the CONTRACTOR of the requirement to have a responsible individual in his direct employ supervise the work.

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic.

Method of Measurement. This work will not be measured for payment.

Basis of Payment. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) which shall include all material, equipment and labor to perform the work.

SOD STRIPPING, 2" DEPTH

Description. This work shall consist of all labor, materials, transportation, handling and incidental work necessary to remove the existing sod within the medians.

Method of Measurement. This work will be measured in SQUARE YARDS.

Basis of Payment. This work will be paid for at the contract SQUARE YARD price for SOD STRIPPING, 2" DEPTH which shall include all material, equipment and labor to perform the work.

CONSTRUCTION LAYOUT

The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be kept in the office of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR'S layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER

a. The ENGINEER will make random checks of the CONTRACTOR'S staking to determine if the work is in substantial conformance with the plans. Where the CONTRACTOR'S work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

b. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans, including the recross sectioning of the area involved. Any additional restaking required by the ENGINEER will be the responsibility of the CONTRACTOR. The additional restaking done by the CONTRACTOR will be paid for in accordance with 109.04 of the STANDARD SPECIFICATIONS.

c. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR'S stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the

necessary correction before the stakes are used for construction purposes.

d. Where the plan quantities for excavation are to be used as the final pay quantities, the ENGINEER will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the CONTRACTOR

a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the CONTRACTOR'S responsibility to tie in centerline control points in order to preserve them during construction operations.

At the completion of the grading operations, the CONTRACTOR will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the ENGINEER.

b. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the ENGINEER at the completion of the project. All notes shall be neat, orderly and in accepted form.

c. For highway structure staking, the CONTRACTOR shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction accuracy. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the CONTRACTOR and checked by the engineer. The CONTRACTOR shall provide a detailed structure layout showing span dimensions, staking lines and offset distances.

d. CONTRACTOR is to perform a level circuit to verify the benchmark elevations. Data to be provided to ENGINEER. Cost of level circuit included in construction layout.

Measurement and Payment: This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

DRAINAGE STRUCTURES TO BE ADJUSTED

Description. This work shall consist of adjusting catch basins, manholes, inlets, and valve vaults with their existing frame and grate in accordance with Section 602 of the STANDARD SPECIFICATIONS and as specified herein.

Only precast adjustment rings will be permitted. The maximum adjustment height will be 12", including adjusting rings. Mastic bedding will be used to set the adjusting rings.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE STRUCTURES TO BE ADJUSTED. The word STRUCTURE shall be understood to mean catch basin, manhole (sanitary, combo or storm), inlet or valve vault as the case may be.

BRICK PAVEMENT

Description. This work shall consist of furnishing and installing unit pavers units on a prepared sand bed and concrete base. This work shall also include all required sand setting bed, and paver joint material. This work shall be done at the locations specified in the Contract plans or as directed by the Engineer.

References.

- A. American Society of Testing Materials (ASTM):
1. C902 Standard Specification for Pedestrian and Light Traffic Paving Brick
 2. C1272 Standard Specification for Heavy Vehicular Paving Brick
 3. C136 Method for Sieve Analysis for Fine and Coarse Aggregate.
 4. C67 Method of Sampling and Testing Brick and Structural Clay Tile.
 5. C33 Specification for Concrete Aggregates.
 6. C144-89 Standard Specification for Aggregate for Masonry Mortar.

Qualification. The Contractor shall provide written evidence that his firm or other entity proposed for the unit paving work has specific experience meeting the following criteria:

- A. Experience installing unit pavers using sand setting beds.
- B. Installed (within past two years) a minimum of 200,000 square feet per year of unit paving using sand setting beds in commercial projects.
- C. The same experienced supervisory personnel will be made available for this project.

If requested, the paving firm shall submit a list of comparable projects setting forth description, square footage, location and knowledgeable references with addresses and phone numbers.

Any material substitutions must be submitted to the Engineer for review. Submittals for consideration shall include full-sized samples and technical specifications. The Engineer will review the substitution proposal and, if approved, will issue written approval. Substitution submittals received after time outlined above will not be considered. Substitutions during construction will not be allowed.

Materials. Clay paver units shall be A Grade pavers manufactured/supplied by a member of the Brick Institute of America (BIA).

Pedestrian and Light

Traffic Paving Brick: 4" x 8" x 2 1/4" thick

Straight Edge

Red Sunset

Manufacturer: WHITACRE GREER

Address: 1400 S. Mahoning Ave.

Alliance, OH 44601

Phone: (800) 947-2837

Pavers shall meet the following requirements set forth in ASTM C 902 Specification for Pedestrian and Light Traffic Paving Brick and shall conform to the SX standard. Type III

- Minimum average compressive strength shall be 7,000 psi.
- The average cold water absorption shall not be greater than 8% with no individual unit testing greater than 11%.
- Resistance of 50 freeze-thaw cycles, when tested in accordance with ASTM C67. In addition, the clay paver must pass CSA-A231.2 freeze thaw test in saline solution without the use of sealers or other products applied to the paver. A test report must be submitted by the manufacturer.
- Dimensional tolerances should meet the PS standard. The dimensional tolerances around the mean values for length, width, and depth shall be 1/16".
- The pavers should be solid units without core holes or other perforations.

Sand setting bed and joint sand shall be clean, non-plastic, free from deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock. Grading of samples shall be done according to ASTM C136. The particles shall be sharp and conform to the grading requirements of ASTM C33 as shown in Table 1.

Table 1
Grading Requirements for Bedding and Joint Sand

Sieve Size	Percent Passing
3/8 in.	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

Submittals. Submit samples of brick paving units to indicate color and size selections. Submit test results for compliance of paving unit requirements to ASTM C 902 from an independent testing laboratory.

Submit sieve analysis for grading of bedding sand.

Install a 10 ft. x 10 ft. paver area. This area will be used to determine surcharge of the sand layer, joint sizes, lines, laying pattern(s), color(s), and texture of the job.

Delivery, Storage and Handling. Deliver brick pavers to the site in steel banded, plastic banded, or plastic wrapped cubes or on pallets capable of transfer by fork lift or clamp lift. Unload pavers at job site in such a manner that no damage occurs to the product.

Sand delivered to the site shall be covered with waterproof covering to prevent exposure to

rainfall or removal by wind. The covering shall be secured in place.

There shall be no variation in the depth of each paver. Pavers with extensive breakage of corners shall be rejected. Field pavers shall be laid as indicated on the plan and shall be an equal mixture of the standard colors. Final colors shall be approved by Engineer or Village prior to work.

Do not install sand or pavers during heavy rain or snowfall. Do not install frozen sand.

Construction. Pavers shall be installed per the respective manufacturer's recommendations. No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the underlayment is frozen. Concrete underlayment shall be sound, clean, and free from debris and materials or substances that will hinder the bond of the setting bed. The top surface of concrete underlayment slab shall not vary more than one half (1/2) inch of its proposed elevation. See detail plans for cross section of typical unit paver system.

To reduce dust during paver installation, unit pavers shall only be cut using wet saws. No dry cutting is permitted. Cut pavers shall be placed in areas shown on the details in the plans. "L" shaped pavers shall be avoided where possible. Pavers shall be cut radially when joints between pavers on curves exceed 1/8 inch. Radial cut pavers shall be created by trimming both sides of paver. Paver edgings shall be installed per manufacturer's recommendations.

Sand setting bed. Sand shall be spread over the concrete base slab to the depth indicated on the plans and filter fabric as a setting bed for pavers. Sand shall be spread 3/4 in. thick, and leveled to required slope and grade. Minimum thickness of sand shall be 3/4" after leveling. Bed shall not be compacted until pavers are installed. Surface tolerance shall be within 1/4 in. of required grade as measured with a 10 ft. straightedge in both the transverse and longitudinal directions.

Paver installation. Setting bed shall be protected from damage prior to setting pavers. Unit pavers shall be set on sand setting bed. Setting shall be done by competent workmen under adequate supervision, and in accordance with manufacturer's recommendations. Pavers with chips, cracks, or other structural or aesthetic defects or those rejected by the Engineer shall not be used. Pavers shall be set true to the required lines and grades in the pattern detailed on the Plans. Pavers shall be tightly butted. Joints between pavers shall be uniform and shall be between 1/16 inch and 1/8 inch (2 to 3 mm) wide. There shall be no raised edges, either pavers or materials adjacent to pavers. The tolerance for such edges shall be 0" - 1/16" maximum in range. Pavers to be installed in the pattern(s) as shown on the drawings. Full pavers are to be laid first. The pavers should be laid hand tight. Maintain straight pattern lines and adjust as necessary.

After a sufficient area of pavers has been installed, the pavers shall be compacted by running a mechanical vibratory compactor over the paved surface until the pavers are uniformly leveled, true to grade, and totally immobilized. Where required, pavers shall be accurately cut with a masonry or concrete saw. Cut pavers shall be placed in such a manner that no

segment is smaller than one quarter of a full paver. Cut edges shall be plumb and straight. Scoring and breaking shall not be acceptable.

Prior to application of Joint-Lock Sand, make sure the surface is dry and the paver joints are clean. Pour sand evenly over the area. Sweep the sand repeatedly over the paver stone joints until they are completely filled with sand. When joints are filled, paver surfaces shall be swept clean of sand. Paver edgings shall be installed per manufacturer's recommendations.

Use a low amplitude, high frequency plate vibrator capable of 3000 to 5000 lbs. centrifugal compaction force to vibrate the pavers into the sand. Vibrate the pavers, sweeping dry polymeric sand into the joints and vibrating until they are full. This will require at least two or three passes with the vibrator. Do not vibrate within three feet of the unrestrained edges of the paving units.

All work to within three feet of the installed face must be left fully compacted with sand-filled joints at the completion of each day.

After completion of the unit pavers, paver installation areas shall be thoroughly swept clean and surface shall be left unsoiled. Where required by the Engineer, surface shall be cleaned with water or an approved cleaner.

The Contractor shall return to the site one month after installation is complete to inspect polymeric sand in joints. The Contractor is responsible for adding additional polymeric sand to fill joints where necessary.

The final surface elevations shall not deviate more than 3/8 inch under a 10 foot long straightedge. The surface elevation of pavers shall be 1/8 to 1/4 inch above adjacent drainage inlets, concrete curbs or retaining edge.

Method of Measurement. This work will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work shall be paid for at the contract unit price per **SQUARE FOOT** for: **BRICK FLAT EDGE, BRICK FLAT AREAS**, work shall be paid at the unit price per **LINEAR FOOT** for **BRICK VERTICAL EDGE**. Unit prices shall include all labor, material, and equipment necessary for the installation of the brick pavement and all incidental work herein specified.

CLASS D PATCH (SPECIAL)

Description. This work shall consist of removal and replacement of existing pavement at locations as directed by the Engineer. This work shall be done in accordance with Section 442 of the Standard Specifications except that the four types, namely Type I, Type II, Type III and Type IV have been combined under the pay item Class D Patches, Special.

Construction Requirements. The existing pavement including the base and hot mix asphalt surface shall be removed to a depth of eight (8) inches and replaced with 8 inches of hot mix asphalt as specified in Section 406. The surface of the patch shall meet the surface of the existing pavement.

All holes, soft places and other defects in the subbase or subgrade shall be corrected by the Contractor by removing the unsuitable material, adding more hot mix asphalt as specified herein in conformance with Section 406.

Basis of Payment This work will be paid for at the contract unit price per square yard for CLASS D PATCHES (SPECIAL) which price shall include the removal of the existing pavement base and hot mix asphalt and sub-grade as directed by the engineer and the placement and compaction of the specified hot mix asphalt up to the surface of the existing pavement.

COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)

Description. This work shall consist of the removal and replacement of the various existing combination concrete curb and gutter, all necessary excavation, and embankment as shown in the detail on the plans and in accordance with Sections 606, 202, 205, 250 of the Standard Specifications and as specified herein.

Construction Requirements. Contractor shall sawcut and cleanly remove existing curb and gutter, noting that the curb height of the existing is variable. In addition to the requirements of Article 606.06 of the Standard Specifications the Contractor shall excavate all material necessary to build the new curb and gutter. Any existing pavement removed adjacent to the new curb and gutter shall be replaced with Class SI concrete. Backfill behind the new back of curb shall be in accordance with Section 205 of the Standard Specifications and be placed and prepared as part of this pay item.

Expansion joints shall be placed at a maximum spacing of 50 feet and on each side of a curb drainage structure. Contraction joints shall be placed at a maximum spacing of 20 feet.

Method of Measurement and Basis of Payment. Combination concrete curb and gutter removal and replacement (special) and all removal, excavation, Class SI concrete, backfill and restoration necessary to construct the work as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTIER REMOVAL AND REPLACEMENT (SPECIAL), of the type to match existing.

MEDIAN REMOVAL (SPECIAL)

Description. This work shall consist of all labor, materials, transportation, handling and incidental work necessary to remove the existing median pavement. The existing pavement removal material consists of asphalt and concrete. The pavement shall be removed to a depth to accommodate the proposed improvements.

Method of Measurement. This work will be measured as SQUARE YARDS.

Basis of Payment. This work will be paid for at the contract SQUARE YARD price for MEDIAN REMOVAL (SPECIAL) which shall include all material, equipment and labor to perform the work.

MEDIAN SOIL BLEND

Description. This work shall consist of furnishing and placing a mechanically pulverized and blended median soil blend at locations shown on the plans.

General Requirements. The median soil blend shall consist of two (2) parts pulverized topsoil and one (1) part fine aggregate (sand). The sand, in the amount required to produce an acceptable median soil blend, shall be mechanically blended during the pulverization process. The median soil blend shall be stored in stockpiles at the producer's or supplier's facility and be protected from erosion, absorption of excess water, and contamination at all times. Delivery to the job site shall only occur after the Owners Representative has given final approval.

Testing. Mechanical and chemical analyses shall be performed on the median soil blend sample and the results shall fall within the stated limits shown below.

Mechanical Analyses (Note 1)

Particle Size Analysis (AASHTO T88)	<u>Minimum</u>	<u>Maximum</u>
Clay content (< 0.002 mm)	0 %	28 %
Silt content (0.002 to 0.05 mm)	45 %	77 %
Sand content (0.05 to 2 mm)	25 %	33 %
Gravel content (>2 mm)	0 %	5 %
Organic Content (AASHTO T194)	5 %	10 %

Chemical Analyses

General Components (Note 2)	<u>Minimum</u>	<u>Maximum</u>
pH value	5.5	7.5
Cation Exchange CapaVillage (meq/100g)	15	N/A
Soluble salt (mmho/cm)	0	1.7
Sodium (ppm)	0	200
Sulfur (ppm)	10	40
Primary Nutrients		
Phosphorous (ppm)	30	40
Potassium (ppm)	90	240
Secondary Nutrients		
Magnesium (ppm)	60	1000
Calcium (ppm)	600	5500
Micronutrients (Note 3)	<u>Minimum</u>	<u>Maximum</u>
Zinc (ppm)	1	10
Manganese (ppm)	12	40
Boron (ppm)	1	4

Copper (ppm)	1	6
Iron (ppm)	15	200

Note 1. Mechanical analysis testing on the QA split comparison sample will be granted an additional 10% tolerance on the upper and lower limits for determining approval by the Owners Representative.

Note 2. Any constituents added to the final blend in an attempt to bring one or more of the General Component ingredients within tolerance will not be allowed and will be cause for the immediate rejection of the median soil blend material in its entirety.

Note 3. Micronutrient testing on the QA split comparison sample will be granted an additional 20% tolerance on the upper and lower limits for determining final approval by the Owners Representative. Results outside the increased tolerance range will be subject to review and acceptance on a case by case basis as determined by the Owners Representative.

Certifications. All testing shall be completed by laboratories approved to perform the testing detailed above. Laboratories conducting the chemical testing must be an active member with the Illinois Soil Testing Association (ISTA) and laboratories performing the mechanical testing must be currently accredited by AASHTO for the specified mechanical test methods. All laboratories must provide proof of qualifications prior to testing.

Submittals. Mechanical and chemical analyses shall be compiled in a final report detailing the results, and shall be submitted by the General Contractor to the Owners Representative for review a minimum of 60 days prior to the scheduled start of any plantings. The final report shall include the project number, project name, source of material, quantity of material represented by the test results, supplier of the material, one (1) quart median soil blend sample in a sealed plastic bag, and the recommendations for chemically supplementing the soil to meet the nutrient requirements of the intended plantings.

Acceptance. Median soil blend will be considered acceptable for use and incorporation into the project upon Owners Representative approval of the Median Soil Blend submittal as required in the Submittal section, and Owners Representative approval of all QA split comparison testing per the requirements in the QC/QA Requirements section. Test results older than 6 months at the time of planting will not be accepted.

Placement. Prior to placing the median soil blend, all final adjustments to any utility structures within the medians must be completed and accepted by the Owners Representative. Medians shall be free of all trash and debris before placement begins. If geotechnical fabrics and/or drainage layers have been specified, the condition of these items shall be intact and free of holes, tears, or defects.

The median soil blend shall be placed in two lifts. The first lift shall be 2/3 of the median soil depth. After placing each lift, moisten the surface at a rate sufficient to hydraulically settle the soil. Allow the water to thoroughly percolate through the soil before placing the next lift. Median soil blend improperly placed or found to be unacceptable to the Owners Representative shall be removed and replaced with a median soil blend in accordance with this specification at no cost to the Village. The Contractor shall be responsible for repairing any damage caused during the removal and replacement operation, which includes, but is not limited to, plant material, irrigation system(s), adjacent sidewalk, curb and gutter, pavements, medians, etc.

Any areas disturbed by irrigation installation shall be restored to finish grade and raked smooth. The finished grade shall be within ± 0.10 foot of the design grade while allowing the necessary room for placement and mixing of soil supplements as required by the Owners Representative.

All debris, litter, tire tracks, dirt, and unintended materials shall be removed, swept, or washed off of all landscape, hard median surfaces, and pavement on a daily basis. Equipment shall not be operated on the installed median soil blend. Any median soil blend deemed by the Owners Representative to be compacted by equipment or other similar means shall be removed and replaced at no cost to the Village.

Method of Measurement. MEDIAN SOIL BLEND will be measured for payment in cubic yards in place after all means of consolidation have been applied and deemed satisfactory by the Owners Representative. The volume of soil will be computed by the method of average end areas.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for MEDIAN SOIL BLEND.

SOIL CUT

Description. This work shall consist of all labor, materials, transportation, handling and incidental work necessary to excavate and remove existing soils to a depth to accommodate the proposed improvements.

Method of Measurement. This work will be measured as CUBIC YARDS.

Basis of Payment. This work will be paid for at the contract CUBIC YARD price for SOIL CUT which shall include all material, equipment and labor to perform the work.

SHRUB AND PERENNIAL REMOVAL

Description: This work shall consist of cutting, grubbing, removing and disposing of existing shrubs and perennials within the medians. Protection of existing trees with the medians shall consist of directing work activity away from trees and adjacent to project. All debris generated from the shrub and perennial removal shall be disposed of offsite in a proper and legal manner.

Method of Measurement: Shrub and Perennial Removal will be measured for payment in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yard for SHRUB AND PERENNIAL REMOVAL. The unit price shall include all equipment, materials and labor required to remove and dispose of the material.

PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT

Description. This work shall include all labor, materials and equipment necessary to furnish, transport and plant perennial vegetation in planters constructed under this Contract. This work shall be done in accordance with the applicable portions of Sections 253 and 254 of the Standard Specifications, as shown on the plan details, as specified herein, and as directed by the Engineer. This work shall also include fertilizer. A list of plant material may be found on the plans. Trees and shrubs will be paid for separately.

General Requirements.

References:

All materials shall conform to the standards adopted by the American Association of Nurserymen.

Scheduling:

Fall planting shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked.

Quality Assurance:

All vegetation shall be obtained from a grower in hardiness zones of comparable local climatic range to the Village and subject to the approval of the Engineer.

Inspections:

An inspection on site will be made prior to the installation of plant material. Any plant material not meeting specification (that being of good health) must be moved off the site.

Construction Requirements.

Plant Delivery, Storage and Handling:

Schedule delivery to avoid storage on site. If planting does not occur immediately, store annuals and bulbs in a location protected from sun, weather and theft.

Protect bulbs prior to planting. Damaged bulbs will be rejected on site.

Soil Mix:

This work will be paid for separately as Median Soil Blend.

Shredded Hardwood Bark Mulch:

This work will be paid for separately as Shredded Bark Mulch 3”.

Fertilizer:

All fertilizer shall be a commercial balanced 10-6-4 fertilizer delivered to the site in bags labeled with the manufacturer’s guaranteed analysis. The fertilizer shall be applied to mass planting beds and individual trees at the manufacturer’s recommended rate.

Surface Conditions:

If the new landscape is occurring within a location of existing vegetation, then apply a total

non-plant-selective herbicide within the outline of all mass planting beds. Follow manufacturer's instructions for use and applications. Herbicide shall only be applied by a licensed applicator. Schedule application to provide sufficient time for herbicide to be effective, then remove existing turf and vegetation debris and dispose of off-site.

Excavation of Plant Holes:

Shape: The sides of all plant holes shall be sloped and the bottoms horizontal.

Size: Ground cover and perennial excavations shall be a minimum diameter and depth of the container plus 8 inches.

All excess excavated material shall be removed from the site.

Planting:

Remove all rocks and debris over 1/2" in diameter from planting beds. Install soil mix in all planting beds, place in 6 inch thick layers. Work each layer by hand to compact soil mix and eliminate voids. Prepared backfill soil shall be in a loose friable condition at the time of planting. All plants shall be placed in a plumb position and set at the same depth as they grew in the nursery field. Tamping or watering shall accompany the backfilling operation to eliminate air pockets.

Container Grown Plants:

Prior to placing the plant in the hole, the container shall be removed with care so as not to disturb the root system.

After planting apply and prior to mulching apply a pre-emergent herbicide to all mass planting beds. Apply per manufactures instructions for application.

Install shredded hardwood bark mulch over all mass planting beds and individual trees at a 3" depth minimum.

Period of Establishment:

See Article 253.14 of the Standard Specifications.

Guarantees:

The Contractor shall guarantee the plant material for a period of one year after Date of Substantial Completion of total Project. The Contractor shall replace any and all plant material, which has not survived the guarantee period.

Within this period of the guarantee, plants replaced by approval of the Engineer's Landscape Architect shall be guaranteed for 1 year from date of replacement.

At any time within the period of the guarantee, the Contractor shall replace any plant, which has died or is in a dying condition, or has failed to flourish in such a manner or is such a degree that its usefulness or appearance has been impaired due to inferior or defective materials or workmanship, or unfavorable weather conditions. The decision of the Landscape Architect for making replacements shall be conclusive and binding. The Contractor shall

also make good damage to persons or property caused by defective workmanship or materials.

Method of Measurement. This work will be measured for payment as EACH.

Basis of Payment. This work will be paid for at the contract unit price for EACH, which shall include all material, equipment and labor to perform the work for the following line items:

KENTUCKY COFFEETREE
GREENSPIRE LINDEN
WALTHER FUNCKE YARROW
SUMMER BEAUTY ORNAMENTAL ONION
TWILTE PRAIRIEBLUE FALSE INDIGO
FIREWITCH CHEDDAR PINKS
PRAIRIE SPLENDOR CONEFLOWER
GOBLIN BLANKET FLOWER
JUNIOR WALKER CATMINT
AUTUMN DELIGHT SEDUM
DWARF PRAIRIE DROPSEED

TAB 1

PREVAILING WAGE RATES

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT 1		53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 2		52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT 3		46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 4		38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 5		55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550

STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
SURVEY WORKER	-->NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930 0.000 0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt

Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or

Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**VILLAGE OF LINCOLNWOOD
CONTRACT DOCUMENTS
FOR
LINCOLN AVENUE MEDIAN LANDSCAPE
(CBBEL PROJECT NO. 140090.C1601)**

Bid Opening Date: February 22, 2017
Bid Due By: 11:30 a.m.
Bid Opening Time: 11:30 a.m.
Bid Opening Location: Village Hall

BID PACKAGE SUBMITTED BY

NETTLE CREEK NURSERY, INC.

COMPANY NAME

320 OTTAWA STREET

STREET ADDRESS

MORRIS, IL 60450

CITY, STATE, ZIP

Obtain Information From:

James Amelio, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
(847) 823-0500

Submit bids to:

Andrew Letson, Acting Director of Public Works
Village Hall
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
LINCOLN AVENUE MEDIAN LANDSCAPE

BIDDER'S PROPOSAL

Full Name of Bidder NETTLE CREEK NURSERY, INC. ("Bidder")
Principal Office Address 320 OTTAWA ST., MORRIS, IL 60450
Local Office Address 320 OTTAWA ST., MORRIS, IL 60450
Contact Person STEVEN SZTAPKA Telephone 815-693-9763

TO: Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712 ("Owner")

Attention: Andrew Letson, Acting Director of Public Works

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

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("*Work Site*") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **Construction of the Lincoln Avenue Median Landscape**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid

PROPOSAL

Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, 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 on the following "Schedule of Prices" ("**Price Proposal**"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>SP</u>	<u>ITEM NO.</u>	<u>UNIT PRICE ITEM</u>	<u>UNIT</u>	<u>APPROXIMATE NUMBER OF UNITS</u>	<u>PRICE PER UNIT</u>	<u>EXTENSION</u>
	20800150	TRENCH BACKFILL	CU YD	30	30.00	900.00
	28000510	INLET FILTERS	EACH	40	25.00	1,000.00
	60618320	CONCRETE MEDIAN SURFACE, 6 INCH	SF	7,790	6.80	52,972.00
*	K1005481	SHREDDED BARK MULCH, 3"	CU YD	273	50.00	13,650.00
*	K1001988	IRRIGATION SYSTEM SPECIAL	LSUM	1	206,000.00	206,000.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	36,000.00	36,000.00
*	XX007724	SOD STRIPPING, 2" DEPTH	SQ YD	437	4.00	1,748.00
*	Z0013798	CONSTRUCTION LAYOUT	LSUM	1	7,997.00	7,997.00
*	Z0018400	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	10	250.00	2,500.00
*	NA	BRICK FLAT EDGE	SF	5,251	18.60	97,668.60
*	NA	BRICK FLAT AREAS	SF	4,843	20.60	99,765.80
*	NA	BRICK VERTICAL EDGE	LF	5,250	17.80	93,450.00
*	NA	CLASS D PATCH (SPECIAL)	SQ YD	100	80.00	8,000.00

PROPOSAL

*	NA	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	150	44.00	6,600.00
*	NA	MEDIAN REMOVAL (SPECIAL)	SQ YD	3400	14.00	47,600.00
*	NA	MEDIAN SOIL BLEND	CU YD	1,249	60.00	74,940.00
*	NA	SHRUB AND PERENNIAL REMOVAL	SQ YD	749	5.00	3,745.00
*	NA	SOIL CUT	CU YD	835	44.00	36,740.00
*	NA	KENTUCKY COFFEETREE	EACH	11	500.00	5,500.00
*	NA	GREEN SPIRE LINDEN	EACH	14	500.00	7,000.00
*	NA	WALTHER FUNCKE YARROW	EACH	408	12.00	4,896.00
*	NA	SUMMER BEAUTY ORNAMENTAL ONION	EACH	438	14.00	6,132.00
*	NA	TWILTE PRAIRIEBLUE FALSE INDIGO	EACH	364	14.00	5,096.00
*	NA	FIREWITCH CHEDDAR PINKS	EACH	1317	11.00	14,487.00
*	NA	GOBLIN BLANKET FLOWER	EACH	19	20.00	380.00
*	NA	JUNIOR WALKER CATMINT	EACH	451	10.00	4,510.00
*	NA	AUTUMN DELIGHT SEDUM	EACH	735	12.00	8,820.00
*	NA	DWARF PRAIRIE DROPSEED	EACH	862	12.00	10,344.00

TOTAL CONTRACT PRICE:

EIGHT HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED FORTY ONE Dollars and FORTY Cents
(in writing) (in writing)

858,441 Dollars and 40 Cents
(in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. [For Unit Price Only] *The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;*
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to *[dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to]* claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.3.

Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "**Commencement Date**" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn

PROPOSAL

Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Bid Bond or Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 3% BID BOND dollars ("**Bid Security**").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

PROPOSAL

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 21st day of February, 2016.

ATTEST: NETTLE CREEK NURSERY, INC.
Bidder

By: Anna Stolpke
Title: SECRETARY

By: [Signature]
Title: President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
N/A	

3. **Individual**

Bidder is an individual whose full name is N/A whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows: _____ [TRADE OR ASSUMED NAME].

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of N/A pursuant to that certain Joint Venture Agreement dated as of __/__/__ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
N/A ()	
()	
()	

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 21 day of FEBRUARY, 2017.

ATTEST:

NETTLE CREEK NURSERY, INC. ("C")
Bidder

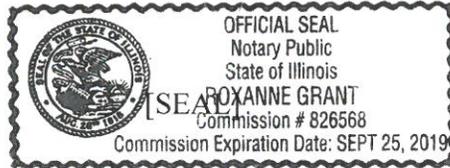
By: Anne Stephens ("C")
Title: SECRETARY

By: [Signature] ("C")
Title: President

Subscribed and Sworn to
Before me this 21st day
of February, 2017.

My Commission Expires: 9/25/19

Roxanne Grant
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
LINCOLN AVENUE MEDIAN LANDSCAPE

BIDDER'S SWORN WORK HISTORY STATEMENT

(Only required of new Bidders)

NETTLE CREEK NURSERY, INC.

("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: LANDSCAPING SERVICES.

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

<u>0</u> % Federal	<u>90</u> % As Contractor	<u>60</u> % Bidder's Forces
<u>80</u> % Other Public	<u>10</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>20</u> % Private		<u>30</u> % Materials

WORK HISTORY STATEMENT

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 41 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>N/A</u>		

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>IDOT</u>	<u>CERTIFICATE OF ELIGIBILITY</u>	<u>4373</u>	<u>04/30/17</u>

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>VILLAGE OF LINCOLNSHIRE</u>	<u>MATTESON FARMS</u>	<u>CITY OF MORRIS</u>
Owner Address	<u>ONE OLDE HALF DAY RD. LINCOLNSHIRE, IL 60069</u>	<u>3100 W. ROUTE 6 MORRIS, IL 60450</u>	<u>700 N. DIVISION ST. MORRIS, IL 60450</u>
Reference	<u>LUCAS DEFERVILLE, PE</u>	<u>CRAIG MATTESON (OWNER)</u>	<u>JIM GRETEHCORD (DIRECTOR)</u>
Telephone Number	<u>847-821-6201</u>	<u>815-325-9888</u>	<u>815-942-5063</u>
Type of Work	<u>11 RT 22 LANDSCAPE MEDIANS; 3500 SQ FT PAVERS AND BED EDGING.</u>	<u>ENTRANCE AND PARKING LOT, BED EDGING; 12,800 SQ FT PAVERS.</u>	<u>CITY HALL ENTRANCE PAVERS AND PLANTERS: 11,200 SQ FT.</u>

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Amount of Contract	<u>223,450.00</u>	<u>189,440.00</u>	<u>162,860.00</u>
Date Completed	<u>09/30/2016</u>	<u>06/14/2016</u>	<u>08/10/2016</u>

DATED this 21 day of FEBRUARY, 2017.

ATTEST:

NETTLE CREEK NURSERY, INC.
Bidder

By: Anne Stupka

By: [Signature]

Title: SECRETARY

Title: President

Subscribed and Sworn to
Before me this 21st day
of February, 2017.

My Commission Expires: 9/25/19

Roxanne Grant
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

ADDENDUM #1
Village of Lincolnwood
Lincoln Avenue Median Landscape
Date: February 20, 2017

Modify the bid and contract documents to include the following:

Clarification No. 1: The bid documents are unclear regarding whether or not BID BONDS will be accepted. Please note that BID BONDS will be accepted.

Modification No. 1: The contractor shall be responsible for QC per IDOT standards.

Modification No. 2: Four (4) inches of CA-6 shall be installed below proposed CONCRETE MEDIAN SURFACE, 6". The removal of existing materials, furnishing and installation of CA-6 shall be incidental to CONCRETE MEDIAN SURFACE, 6".

Please acknowledge the receipt of this addendum by signing and returning this form to James Amelio, PE. Additionally, Addendum #1 shall be attached to the bid. If Addendum #1 is not attached to the bid, the bid may be disqualified. Email to James Amelio, PE of Christopher B. Burke Engineering, Ltd. at jamelio@cbbel.com

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: Anne Strydom

NETTLE CREEK NURSERY, INC.
Name of Company



The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Nettle Creek Nursery, Inc.

of Morris, IL

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Keene, New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto Village of Lincolnwood

of Lincolnwood, IL

(hereinafter called the Oblige) in the penal sum of 3% of bid amount

Dollars 3% of bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated February 22, 2017 for Lincoln Avenue Median Landscape Project

NOW, THEREFORE, if the Oblige shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Oblige in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Oblige against any loss the Oblige may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: 2/22/2017

Nettle Creek Nursery, Inc. (Principal)

By: Anne Sitopha - SECRETARY

The Ohio Casualty Insurance Company

By: Christine Marston (Attorney-in-Fact)

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: _____

Principal: Nettle Creek Nursery, Inc.

Agency Name: CRUM-HALSTED AGENCY, INC.

Obligee: Village of Lincolnwood

Agent Code: **121899**

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Erven B. Jurs, Darlene M. Jurs, Heidi C. Pearson, Dave B. Hamilton, Edward A. Rosenow, Theodore A. Rosenow, Patrick E. Fagan, Melissa Padilla, Mike D. Davis, Colette L. Kurtz, Christine Flanigan, Denise Hornback, Tom Sutter, Shelley White, Millicent Gruben, Lauren Hornback of SYCAMORE, Illinois its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all** BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 22nd day of February, 2017.



Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



Joseph Waynauskas
Surety Underwriter

27201 Bella Vista Parkway, Suite 310
Warrenville, IL 60555
1-630-393-7964

February 21, 2017

Andrew Letson, Acting Director of Public Works
Village Hall
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

RE: Lincoln Ave Median Landscape Project

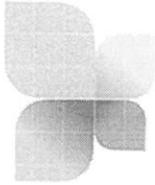
Dear Andrew,

The Ohio Casualty Surety Company will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder..

Sincerely,

A handwritten signature in cursive script that reads "Joseph Waynauskas".

Joseph Waynauskas
Surety Underwriter
Liberty Mutual Surety



CRUM-HALSTED
Insurance & Risk Management

100 S Latham St.
Suite 101
Sandwich, IL 60548

Office (815) 786-2105
Fax (815) 786-2512
www.crumhalsted.com

February 21, 2017

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712

Re: Bid - Lincoln Avenue Median Landscape CBBEL Project No. 140090.C1601

To whom it may concern:

This letter is to certify that Crum-Halsted Agency has read the requirements set forth in the contract for the above listed project. We will issue the required certificates and policies of insurance upon award of the contract.

For your reference, please find certificate of insurance attached with the current coverage the insured has in force with Pekin Insurance.

Regards,

Mike Davis
Commercial Account Agent

Enclosure – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crum-Halsted Agency Inc 100 South Latham St Suite 101 Sandwich IL 60548		CONTACT NAME: Christine Flanigan PHONE (A/C, No, Ext): (815) 786-2105 FAX (A/C, No): (815) 786-2512 E-MAIL ADDRESS: cflanigan@crumhalsted.com	
INSURED Nettle Creek Nursery Inc c/o Steven Sztapka 1201 Fremont Ave Morris IL 60450		INSURER(S) AFFORDING COVERAGE INSURER A: Pekin Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	24228

COVERAGES CERTIFICATE NUMBER: 2016 - 2017 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CL0139455	4/12/2016	4/12/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			00P666352	4/12/2016	4/12/2017	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
							Commercial Auto	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU24298	4/12/2016	4/12/2017	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	00WC90416	4/12/2016	4/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
				Owner is excluded.				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Village of Lincolnwood 6900 North Lincoln Avenue Lincolnwood, IL 60712	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ted Rosenow, CIC/SW <i>Theodore A. Rosenow</i>
---	--

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Nettle Creek Nursery, Inc.

Morris, Illinois

For The Trade of: Landscape Technician

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 3, 2014

Date

IL012147531

Registration No.



[Handwritten Signature]

Secretary of Labor

[Handwritten Signature]

Administrator, Office of Apprenticeship



**Illinois Department
of Transportation**

Certificate of Eligibility

Nettle Creek Nursery, Inc.
320 Ottawa St. MORRIS, IL 60450

Contractor No 4373

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$1,500,000.00

001	EARTHWORK	\$125,000
012	DRAINAGE	\$75,000
018	LANDSCAPING	\$575,000 A
020	VEGETATION SPRAYING	\$75,000
021	TREE TRIM. & SEL. TREE REM.	\$75,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/12/2016 TO 4/30/2017 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/12/2016.

A Licensed by IL Dept. of Ag

Jim Kell

Interim Engineer of Construction



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

February 22, 2017

Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

Attention: Mr. Andrew Letson – Acting Director of Public Works

Subject: Lincoln Avenue Median Landscape Project
Bid Results / Recommendation of Award
(CBBEL Project No. 140090.C1601)

Dear Mr. Letson:

On Wednesday, February 22, 2017 at 11:30 a.m. bids were received at the Lincolnwood Village Hall and opened for the Lincoln Avenue Median Landscape Project. The bids have been reviewed and tabulated and are as follows:

COMPANY	BID
- ENGINEER'S ESTIMATE	\$ 886,417.00
1 NETTLE CREEK NURSERY	\$ 858,441.40
2 COPENHAVER CONSTRUCTION	\$ 911,706.00*
3 LANDMARK	\$ 996,756.09
4 ALLIANCE CONTRACTORS	\$ 1,082,872.84
5 SGL, INC	\$ 1,105,169.50
6 NORVILLA, LLC	\$ 1,239,504.20
7 VIXEN CONSTRUCTION	\$ 1,388,208.60
8 MARTAM	\$ 1,413,313.00

* Indicates corrected by CBBEL

As you can see, Nettle Creek Nursery is the low bidder with a Bid of \$ 858,441.40. We have reviewed their bid document and find it to be in order. We have contacted their references and they are qualified to perform this work. Therefore, we recommend that the contract be awarded to Nettle Creek Nursery.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE
Project Manager

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017- _____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING
AND APPROVING A CONSTRUCTION OVERSIGHT AGREEMENT
FOR THE LINCOLN AVENUE MEDIAN IMPROVEMENTS
WITH CHRISTOPHER B. BURKE ENGINEERING LTD., OF ROSEMONT, ILLINOIS**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, on July 16, 2009, the Village President and Board of Trustees approved Resolution No. 2009-1517, adopting the “Lincoln Avenue Streetscape Master Plan” to provide for the planning, design, and installation of roadway and parkway streetscape improvements along Lincoln Avenue, entryway monuments, and Village Hall and Promenade improvements (“*Streetscape Plan*”); and

WHEREAS, the Streetscape Plan contemplates the installation of landscaped medians within the Lincoln Avenue right-of-way between Jarvis Avenue and Devon Avenue (collectively, the “*Proposed Medians*”); and

WHEREAS, in May, 2016, the Village and Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois (“*CBBEL*”), entered into a contract for design engineering services for the Proposed Medians (“*Design Services Contract*”); and

WHEREAS, CBBEL has completed the design engineering services for the Proposed Medians obligated under the Design Services Contract and has produced a design plan for the Proposed Medians that provides for the construction of raised beds with perennial landscaping, irrigation, and brick edging (collectively, the “*Construction*”); and

WHEREAS, the Village now desires to procure engineering and construction oversight services for the Construction (“*Services*”); and

WHEREAS, CBBEL has submitted a proposal to the Village to complete the Services, in an amount not to exceed \$35,000.00 (“*Proposal*”);

WHEREAS, CBBEL currently serves as Village Engineer, has unique knowledge of the design and condition of the Village’s roadway system generally, and, having completed both the concept plan and the design plan for the Proposed Medians, has unique knowledge of the Lincoln Avenue right-of-way and the Streetscape Plan; and

WHEREAS, the Village President and Board of Trustees have determined that CBBEL is uniquely qualified to complete the Services in an efficient, timely, and cost-effective manner, and that is appropriate and in the best interests of the Village for CBBEL to complete the Services; and

WHEREAS, the Village desires to enter into an agreement with CBBEL for the completion of the Services, in accordance with the Proposal ("**Agreement**"); and

WHEREAS, in order to enter into the Agreement, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the Agreement and the completion of the Services by CBBEL, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"); and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interests of the Village to enter into the Agreement for the completion of the Services;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Services and the Agreement are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and CBBEL is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by CBBEL; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2017.

AYES: _____

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2017.

Lawrence A. Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#48179703_v2

EXHIBIT A
AGREEMENT



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 24, 2017

Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712

Attention: Mr. Andrew Letson
Acting Public Works Director

Subject: Proposal for Professional Engineering Services
Lincoln Avenue Median Landscape Construction Observation
Village of Lincolnwood

Dear Mr. Letson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for Construction Observation services for the Lincoln Avenue Median Landscape Project. Below are our Understanding of Assignment and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

CBBEL will perform construction observation and documentation in accordance with the Illinois Department of Transportation (IDOT) guidelines for the project. CBBEL will provide one part-time Resident Engineer for the duration of the project. We understand that the Village will be using local money to fund this project.

ESTIMATE OF FEE

TASK	FEE
Task 1 – Pre Construction Services	\$ 1,100
Task 2 – Construction Observation	\$ 31,600
Task 3 – Documentation and Project Close-Out	\$ 2,200
Direct Cost	\$ 100
TOTAL	\$ 35,000

The manhour and fee breakdown is contained in Exhibit A.

We will bill you at the hourly rates specified in our previously accepted Master Agreement. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF LINCOLNWOOD

BY: _____

TITLE: _____

DATE: _____

**Lincoln Avenue Median Landscape
LINCOLNWOOD, IL
WORK EFFORT AND FEE STRUCTURE
EXHIBIT A**

Classification	CIVIL ENG IV	CIVIL ENG I/II	LAND ARCH	Total Hours	Total Cost
Task 1 - Pre Construction Services	2	6	2	8	\$ 1,100.00
Task 2 - Construction Observation	20	240	60	300	\$ 31,600.00
Task 3 - Documentation and Project Close-Out	2	20	1	21	\$ 2,200.00
Subtotal	24	266	63	329	
% of Hours	7.3%	80.9%	19.1%		
Total Cost	\$ 2,904	\$ 24,206	\$ 7,623	Total Payroll Cost =	\$ 34,900
				Direct Costs =	\$ 100
				TOTAL COST =	\$ 35,000

Request For Board Action

REFERRED TO BOARD: March 7, 2017

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Pledging \$75,000 in Local Funds Required to Apply for a \$250,000 Grant through the Invest in Cook Program for the Touhy/Cicero Intersection Improvements

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In January 2017, the Cook County Department of Transportation and Highway (DOTH) announced a new \$8.5 million grant program called, "Invest in Cook." The program is intended to assist with implementation of the County's long range transportation plan, "Connecting Cook County." The Invest in Cook program is intended to provide local governments with funding assistance for transportation improvements. In recent years, Federal programs such as the Congestion Mitigation and Air Quality (CMAQ) grant no longer funds Phase I Engineering. The Invest in Cook grant assists with that gap by offering funds for the initial phase of projects.

At the November 1, 2016 Committee of the Whole meeting, staff presented three possible projects for which the Village could potentially complete Phase I Engineering and then pursue CMAQ funding during a future call for projects. The project that was most favored by the Village Board was improvements to the Touhy/Cicero intersection that would create a right turn lane on northbound Cicero Avenue to traffic seeking to head eastbound on Touhy Avenue. Both Touhy and Cicero Avenues are within the jurisdiction of the Illinois Department of Transportation (IDOT).

On February 3, 2017 staff met with representatives from the IDOT to discuss the proposed improvements at the Touhy/Cicero intersection. During the meeting, IDOT found the proposed improvements to be favorable and indicated that they would support a project at the intersection. Following the meeting, IDOT indicated that the Village may submit a formal written request for their participation in funding for Phase I Engineering as well as subsequent phases of the project if grant funding is awarded.

The Invest in Cook grant does not require a local match; however, the County has indicated that projects that include local funding will be looked upon more favorably during the evaluation. The County has also indicated that the program will, at least partially, focus on disadvantaged communities. For these reasons, the Village Engineer has recommended that the Village pursue grant funding in the amount of 70% of the total project cost, with a 30% local match. If the grant were to be awarded, staff would work with IDOT to obtain a commitment from the State to cover, at the minimum, a portion of the local match.

FINANCIAL IMPACT:

If a grant is awarded, the local match would be \$75,000 and staff will work with IDOT to obtain State funds for a portion of the local match. Any funds required to be paid by the Village would be included in a future budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Minutes from February 3, 2017 Meeting with IDOT
3. Project Location Map

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the filing of an application for an Invest in Cook grant and pledging \$75,000 in Village funds for improvements to the Touhy/Cicero intersection.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION
FOR AN INVEST IN COOK GRANT AND PLEDGING \$75,000 IN VILLAGE FUNDS
FOR IMPROVEMENTS TO THE TOUHY/CICERO INTERSECTION**

WHEREAS, the Cook County Department of Transportation and Highways issues grants through its Invest in Cook program for community-based projects that advance the goals of the County's long range transportation plan; and

WHEREAS, Invest in Cook grants may be used to reimburse the sponsors of eligible projects for project-related expenses; and

WHEREAS, the Village desires to apply for an Invest in Cook grant for reimbursement of 70 percent of the approximately \$250,000 in costs to be incurred in connection with the Phase I engineering design for improvements to the Touhy/Cicero intersection ("**Improvements**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to: (i) apply for an Invest in Cook grant for the Improvements; and (ii) pledge to provide \$75,000 in Village funds for the completion of the Phase I engineering design for the Improvements, which amount includes ineligible costs and up to 30 percent of eligible costs of the estimated cost of completion;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. AUTHORIZATION TO FILE GRANT APPLICATION. The President and Board of Trustees hereby authorize the Village Manager to execute an application for an Invest in Cook grant for the Phase I engineering design for the Improvements, and all necessary documentation related thereto.

SECTION 3. PLEDGE OF VILLAGE FUNDING. The President and Board of Trustees hereby pledge to provide up to \$75,000 in Village funds for the completion of the Phase I engineering design for the Improvements, which amount includes ineligible costs and up to 30 percent of eligible costs of the estimated cost of completion, upon approval of an Invest in Cook grant for such project.

SECTION 4. DELIVERY. The President and Board of Trustees hereby authorize and direct the Village Manager to deliver a copy of this Resolution to the Cook County Department of Transportation and Highways as part of the application authorized pursuant to Section 2 of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED this ___ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017.

Lawrence A. Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois



Meeting Minutes
Cicero and Touhy Improvements
Lincolnwood, Illinois
February 3, 2017 – 9:00 a.m.
Illinois Department of Transportation (IDOT) District 1



1. Introductions

- a. See attached Attendees

2. Site Overview

- a. Site is located at Intersection of Cicero Avenue and Touhy Avenue (both IDOT Routes) within the Village of Lincolnwood
- b. Touhy Avenue (39,900 in 2014)
- c. Cicero Avenue (18,200 in 2015)
- d. Northbound Edens -Touhy East Off Ramp (7,900 in 2015)

3. Discussion of Traffic Congestion Issues and Potential Improvements

- a. Northbound Edens - Touhy East Off Ramp is too narrow, prohibiting vehicles from making right turn onto southbound Cicero Avenue.
 - *Widen the ramp for northbound Edens - Touhy East Off Ramp to allow for a second stacking lane to free space for traffic wishing to head southbound on Cicero Avenue. This improvement will reduce the likelihood of traffic backing up onto the expressway.*
- b. Cicero Avenue does not have a northbound right turn lane. This prohibits a significant vehicle movement, backing up traffic 600'+/- south to block northbound Edens – Touhy East Off Ramp intersection with Cicero Avenue.
 - *Widening Cicero Avenue between the northbound Edens -Touhy East Off Ramp and Touhy Avenue to allow for a dedicated right turn lane for traffic seeking to head east on Touhy Avenue.*
- c. Intersection of Cicero Avenue and Touhy Avenue is extremely congested
 - *Traffic Signal and ADA improvements*
- d. There are potential upcoming development projects with the Village that will increase traffic volume through the intersection. The projects are: Hotel at 7250 N. Cicero (1 block north of Touhy) and a Hotel/Mixed-Use Development at northwest corner of Touhy & Lincoln (former Purple-Hotel site).
- e. Timing of the ramp meter traffic light for the northbound Edens on-ramp was discussed. IDOT to review with freeway operations to evaluate timing and determine if changes need to be made to the timings.
- f. IDOT to discuss internally funding alternatives for all phases of the work.



Meeting Minutes
Cicero and Touhy Improvements
Lincolnwood, Illinois
February 3, 2017 – 9:00 a.m.
Illinois Department of Transportation (IDOT) District 1



- g. IDOT will review with traffic operations regarding re-optimization of the existing signal system and new manual turning movement counts. (Post meeting: A signal coordination and timing review is in progress and scheduled for completion in March, 2017 including the intersection with IL 50 and Touhy Avenue.)
- h. IDOT concurred that concept improvements are acceptable – supportive of a right turn lane for NB Touhy, a second storage lane for NB Edens to EB Touhy off ramp, signal improvements, etc.
 - Noted that intersection would need to be brought up to current ADA standards
 - Should be processed as 3R project
 - IDOT would need to perform environmental assessment for special waste
- i. IDOT noted that there are currently no projects programmed for this site beyond regular pavement preservation.

4. Funding

- a. Village is preparing applications for:
- b. Phase 1 – Invest In Cook: Due March 17, 2017
- c. Phase 2, Phase 3, Construction – CMAQ: 2019 Funding Cycle
- d. Seeking IDOT support and financial involvement
 - IDOT will review internally with programming department to determine financial involvement – will follow up with determination. (Post meeting: The Village may write a formal request for funding participation by the State for Phase I engineering. The Village may also write a formal request for funding participation by the State for any local funding match for the improvement once Federal CMAQ funds are approved).

5. Project Schedule and Action Items

- a. Start Phase 1 in Summer/Fall 2017 depending on funding
- b. Target 2019 CMAQ Application



Bureau: Local Roads and Streets

Section: _____

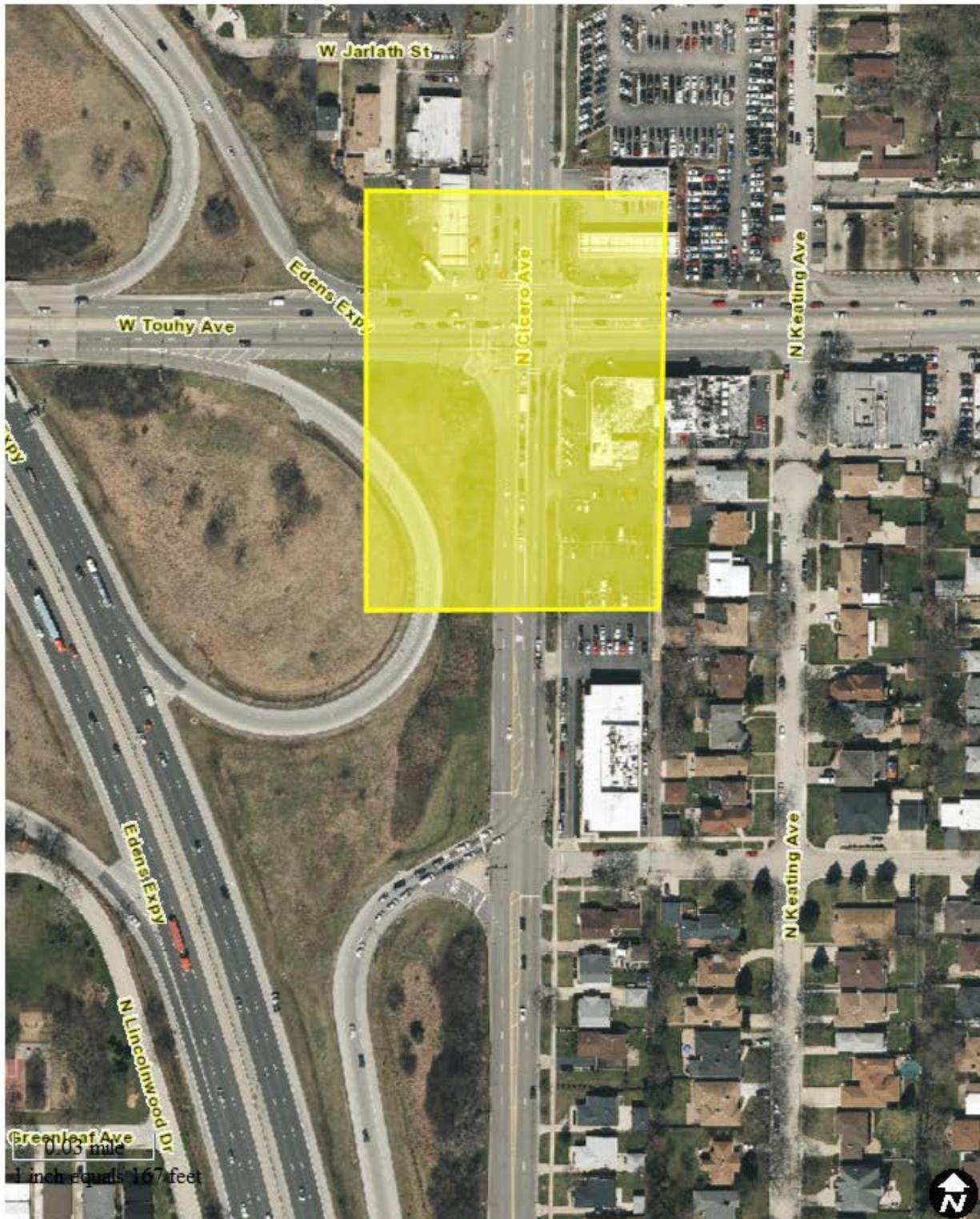
Project/Topic: Village of Lincolnwood: Touhy and Cicero Geometry

Date: Friday, February 03, 2017

Time: 9:00 AM

Location: Local Roads Conference Room A

	Attendees	Representing	Phone Number	Email Address
1.	Alex Househ <i>AH</i>	IDOT-D1 BLRS	847.705.4410	Alex.Househ@Illinois.gov
2.	Gerardo Fierro <i>GF</i>	IDOT-D1 BLRS	847.705.4236	Gerardo.Fierro@Illinois.gov
3.	Raymond Pacoma	IDOT-Traffic Operations	847-705-4136	Raymond.Pacoma@illinois.gov
4.	Jonathan Lloyd	IDOT Traffic	847-705-4137	Jonathan.Lloyd@illinois.gov
5.	Anand Patel	IDOT Programming	" " - 4677	anand.patel@illinois.gov
6.	Mike Ziegler	CBBEL	847-823-0500	MZiegler@cbbel.com
7.	Tim Wiberl	VIL. OF LINCOLNWOODS	847-785-8717	TWiberl@lwd.org
8.	Andrew Letson	Lincolnwood	847-745-4851	aletson@lwd.org
9.	JAMES AMELIO	CBBEL	847-823-0500	JAMELIO@CBBEL.COM
10.				
11.				
12.				
13.				
14.				
15.				



Map created on February 27, 2017.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Request For Board Action

REFERRED TO BOARD: March 7, 2017

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Police

SUBJECT: Approval of an Ordinance to Waive Enforcement of Chapter 17, Article 2, Section 16(A) of the Municipal Code of Lincolnwood for the Use, Operation and Playing of Sound Devices at a Private Affair on Sunday, March 12, 2017 from 6:00 p.m. to 10:00 p.m. at 6529 N. Central Park Avenue, Lincolnwood, IL.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Mr. David Hartman of 6529 N. Central Park Avenue is planning a celebration of Purim on Sunday, March 12, 2017 at his residence, and requesting a waiver of enforcement of the Village Code noise regulations between the hours of 6:00 p.m. and 10:00 p.m.

Mr. Hartman plans to host a party that will include a large gathering of people, live entertainment in the rear yard, catered food and non-alcoholic beverages, and a security staff on-site. Mr. Hartman informed staff that persons who appear to be under the influence of alcohol or any other substance will not be allowed on the premises. All of the neighbors have been advised in advance of the event and have also been invited to the celebration.

In 2015, the Police Department received several complaints of excessive noise and following a warning, cited Mr. Hartman, and terminated the party. The noise was as much a result of the crowd of people coming and going as it was the entertainment in the rear yard.

The Police Department's staff has evaluated Mr. Hartman's request and is of the opinion that it is reasonable in that the party will be terminated by no later than 10:00 p.m., and that it is very likely that the weather will cause most neighbors to keep their windows and doors closed. The disruption, if any, will be relatively brief and manageable. The final determination is the prerogative of the Village Board.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Request by Mr. David Hartman
3. Letter to Neighbors
4. Chapter 17, Article 2, Section 16 (A)

RECOMMENDED MOTION:

Move to approve an Ordinance to waive enforcement of Chapter 17, Article 2, Section 16 (A) of the Municipal Code of Lincolnwood for the use, operation and playing of sound devices at a private affair on Sunday, March 12, 2017 from 6:00 p.m. to 10:00 p.m. at 6529 N. Central Park Avenue, Lincolnwood, IL.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-____

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 17-2-16(A)
OF THE MUNICIPAL CODE OF LINCOLNWOOD FOR THE
USE, OPERATION, AND PLAYING OF SOUND DEVICES AT
6529 NORTH CENTRAL PARK AVENUE ON MARCH 12, 2017**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 7th DAY OF MARCH 2017.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this 7th day of March, 2017

ORDINANCE NO. 2017-___

**AN ORDINANCE WAIVING ENFORCEMENT OF SECTION 17-2-16(A)
OF THE MUNICIPAL CODE OF LINCOLNWOOD FOR THE
USE, OPERATION, AND PLAYING OF SOUND DEVICES AT
6529 NORTH CENTRAL PARK AVENUE ON MARCH 12, 2017**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, David Hartman ("**Owner**") is the owner of the property commonly known as 6529 North Central Park Avenue, in the Village ("**Property**"); and

WHEREAS, the Owner desires to host a gathering at the Property on March 12, 2017 ("**Event**"); and

WHEREAS, the Owner desires to provide live musical performances for the entertainment of his guests at the Event, which performances will include the use, operation, and playing of sound amplification devices and musical instruments (collectively, the "**Sound Devices**"); and

WHEREAS, Section 17-2-16(A) of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), prohibits the use, operation, or playing of Sound Devices in such a manner as to disturb the peace, quiet, and comfort of neighbors; and

WHEREAS, the Owner has filed a request with the Village Board, seeking a waiver of enforcement of Section 17-2-16(A) of the Village Code to permit the use, operation, and playing of Sound Devices at the Event ("**Requested Waiver**"); and

WHEREAS, the Village President and Board of Trustees have considered the request of the Owner and have determined that it will serve and be in the best interests of the Village to grant the Requested Waiver, but only in accordance with the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. WAIVER. In accordance with the home rule powers of the Village, the Village President and Board of Trustees hereby waive the enforcement of Section 17-2-16(A) of the Village Code to the extent necessary to permit the use, operation, or playing of Sound Devices at the Event, but only between the hours of 6:00 p.m. and 10:00 p.m. on March 12, 2017. At all other times, the Owner and the Property will remain subject to the prohibitions set forth in Section 17-2-16(A) of the Village Code.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

PASSED this 7th day of March, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 7th day of March, 2017.

Lawrence Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
7th day of March, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#49749721_v2

DAVID HARTMAN

6529 N. CENTRAL PARK
LINCOLNWOOD, IL 60712
773-259-1600 ~ DJH43@MAC.COM

February 21, 2017

Robert LaMantia, Chief of Police, Village of Lincolnwood
Steven M. Elrod, Village Attorney, Village of Lincolnwood
Via Hand Delivery to Village of Lincolnwood, Village Hall
Via Rlamantia@lwd.org
Via steven.elrod@hklaw.com

Re: Holiday Waiver Request

Honorable Village Representatives:

On Sunday, March 12, 2017, members of the Jewish faith will observe the holiday of Purim. According to the Book of Esther, Haman, royal vizier to King Ahasuerus (presumed to be Artaxerxes I of Persia), planned to kill all the Jews in the empire, but his plans were foiled by Mordecai and his cousin and adopted daughter Esther, who had risen to become Queen of Persia. The day of deliverance became a day of feasting and rejoicing. In contemporary times, the holiday is celebrated among Jews by exchanging reciprocal gifts, eating a celebratory meal, recitation of the Scroll of Esther, and distribution of charity to those in need.

In addition to the aforementioned activities, many host festivities in their homes during which charitable organizations, as well as individuals in need of personal financial assistance, are warmly and respectfully received, and contributions are made to their respective causes. Often times, charitable organizations will send volunteer students to cities near and far to fundraise on their behalf. My family has had the privilege and honor of hosting such events for over 30 years.

I have always championed one mantra with regards to Purim; to provide celebrants an opportunity to enjoy the day in a fun and safe environment. This is accomplished via several ways, including live music, food, and an overall celebratory environment. Recognizing that safety is of paramount importance, there is a zero tolerance for any alcohol consumption or distribution at the event, and a team of, at least three, private security contractors will be present to ensure compliance. The party will begin at 6:00 p.m. and will be over promptly at 10:00 p.m.

Last year, the Lincolnwood Village Police received complaints of noise, and a ticket was issued to me during the celebration (L1-430-401). I am proactively reaching out to you in an effort to obtain permission, and any dispensation necessary, to host the event without complication. In the next week, my neighbors on the 6500 blocks of Central Park, and Drake to my back, will receive a letter from me and my wife articulating the substance of this message.

I am hopeful that we can work together to ensure that we are all able to enjoy the spirit of the day and look forward to working with you to accomplish that end.

Respectfully,



David Hartman

DAVID HARTMAN

6529 N. CENTRAL PARK
LINCOLNWOOD, IL 60712
773-259-1600 ~ DJH43@MAC.COM

February 26, 2017

Subject: Neighboring Holiday Celebration

Dear Neighbors:

On Sunday, March 12, 2017, members of the Jewish community will observe the holiday of Purim, an event whereby our community gathers together, not only in celebration of an historical event in the history of our faith, but to distribute charity to those in need. Individuals as well as student volunteers from various charitable organizations across the country are warmly and respectfully received in our homes.

My family has had the privilege and honor of hosting such events for over 30 years, and we will be doing so again this year. I have always championed one mantra with regards to Purim; to provide celebrants an opportunity to enjoy the day in a fun and safe environment, including live music, food, and an overall celebratory atmosphere.

We greatly respect our Lincolnwood community and as such, wanted to proactively reach out to our neighbors and do our due diligence to alert you of our event, which starts at 6:00 p.m. Recognizing that safety is of paramount importance, I emphasize that there is zero tolerance for any alcohol consumption or distribution at the event, and a team of at least three private security contractors will be present at all times to ensure compliance. I also wanted to assure you that our live music will cease promptly at 10:00 p.m., so as not to disturb anyone during sleeping hours. We have followed Village protocol and have reached out to request approval and permission for our event.

We look forward to enjoying the spirit of the day, and promise to do so as considerate neighbors.

Respectfully,



David Hartman

Chapter 17. General Offenses

Article 2. OFFENSES AGAINST PERSONS

17-2-16. Noises generally.

It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the Village. Specifically, and without limitation of the foregoing, the following acts and noises are hereby declared to be loud, disturbing and unnecessary noises in violation of this Section 17-2-16 of this Code and defined as nuisances.

(A) Sound devices: the using, operating, or permitting to be played, used or operated any radio receiving set, television set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants. The operation of any such set, instrument, phonograph, machine or device from 10:00 p.m. until 7:00 a.m. on the following day on Sundays through Thursdays, and from 11:00 p.m. until 7:00 a.m. on the following day on Fridays and Saturdays, in such a manner as to be plainly audible at a distance of 20 feet from where such set, instrument, phonograph, machine or device, or speaker thereof, is located, or at the lot line of the property upon which such set, instrument, phonograph, machine or device is located, whichever is the greater distance therefrom, shall be prima facie evidence of a violation of this Section 17-2-16(A).

(B) Air-conditioning units and equipment.

(1) The using, operating, or permitting to be used or operated of any refrigerating equipment, fans, humidifiers, dehumidifiers, or other air-circulating or air-conditioning equipment in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants. The operation of any such equipment in such manner as to be plainly audible at a distance of 30 feet from where such equipment is located, or at the lot line of the property upon which such equipment is located, whichever is the greater distance therefrom, shall be prima facie evidence of a violation of this Section 17-2-16(B).

(2) In any air-cooled air-conditioning installation in attics or spaces directly under any roof, the condensers must be located in such a manner that the discharge created by condenser fans is directed to the front or rear of said premises, so that said discharged air is not directed at the adjoining properties.

(C) Instruments, loudspeakers and amplifiers for advertising: the using, operating or permitting to be played, used, or operated any radio receiving set, musical instrument,

phonograph, loudspeaker, sound amplifier, instrument, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

(D) Yelling and shouting: yelling, shouting, hooting, whistling, or singing on the public streets at any time or place so as to annoy or disturb the quiet, comfort, or repose of persons in any office, or in any dwelling, hotel or other type of residence, or of any persons in the vicinity.

(E) Animals and birds: the keeping of any animal or bird which, by causing frequent or long continued noise, disturbs the comfort or repose of any persons in the vicinity.

(F) Exhausts: the discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(G) Construction or repairing of buildings: noise emanating from any erection (including excavating), demolition, alteration or repair of any building in violation of Section 14-14-10(M) of this Code.

(H) Use of gasoline-powered leaf blowers restricted.

[Amended 5-1-2012 by Ord. No. 2012-2998]

(1) The use of any gasoline-powered leaf blower, whether backpack-mounted, wheel-mounted or handheld, which includes electric leaf blowers connected to portable gasoline-powered electric generators, is prohibited: as follows:

(a) In the B-1, B-2, B-3, O-, 1 PUD, and M-B Zoning Districts of the Village (as defined in Chapter 15 of this Code), before the hour of 9:00 a.m. and after the hour of 5:00 p.m. on Mondays through Fridays, inclusive, and at all times on Saturdays, Sundays, and holidays; and

(b) In all other zoning districts of the Village: (i) at all and times from May 15 through September 30 of each year; and (ii) from October 1 of any year through May 14 of the next year, before the hour of 7:00 a.m. and after the hour of 6:00 p.m. on Mondays through Fridays, inclusive, and before the hours of 7:00 a.m. and after 12:00 noon on Saturdays, and at all times on Sundays and holidays.

(2) In the event of a storm or other emergency, upon determining that it is in the best interests of the safety and welfare of the Village to use gasoline-powered leaf blowers in cleanup or restoration activities, the Village Manager may waive the enforcement of the foregoing restrictions.

(3) Nothing in this Section 17-2-16(H) shall be construed to deem lawn maintenance activities on golf courses or on publicly owned properties as nuisances, whenever conducted.

(I) Horns and signaling devices: the sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any street or public place of the Village, except as a danger warning; or the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for any unnecessary and unreasonable period of time.

(J) Defect in vehicle or load: the use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise.

(K) Loading, unloading, and opening boxes: the creation of loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers between the hours of 10:00 p.m. and 6:00 a.m.

(L) Noises near schools, houses of worship, and hospitals: the creation of any excessive noise on any street adjacent to any school, institution of learning, or house of worship while the same are in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital, but only if conspicuous signs are displayed in such streets indicating that the proximity of a school, house of worship, or hospital.

(M) Pile drivers, hammers of all types, etc.: the operation between the hours of 10:00 p.m. and 6:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.

(N) Garbage and refuse collection: noise emanating from any garbage or refuse collection performed in violation of Article 1 of Chapter 11 of this Code.