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VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., MAY 2, 2017

AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Warrant Approval

V. Village President's Report

1. Appointment of Sue Auerbach to the Plan Commission
2. Appointment of Bruce Heller to the Zoning Board of Appeals

VI. Acknowledgement of Outgoing Village Board Members

1. Trustee Craig Klatzco
2. Trustee Lawrence Elster

VII. Acknowledgement of Outgoing Village President

1. Proclamation Regarding Village President Gerald Turry

VIII. Adjournment - Sine Die

IX. Installation of Newly Elected Officials

1. Village President Barry Bass **(**by The Honorable Marvin Aspen, Federal District Court for the Northern District of Illinois)
2. Trustee Jean Ikezoe-Halevi **(**by The Honorable Marvin Aspen, Federal District Court for the Northern District of Illinois)
3. Trustee Ronald Cope **(**by The Honorable Marvin Aspen, Federal District Court for the Northern District of Illinois)
4. Trustee Georjean Hlepas Nickell **(**by The Honorable Anthony C. Kyriakopoulos, Cook County Circuit Court Judge)
5. Village Clerk Beryl Herman **(**by The Honorable John Grogan, Retired, Circuit Court of Cook County)

X. (A 15 minute break will be called to allow individuals to recognize outgoing Board Members and to congratulate incoming Board Members.)

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XI. Call to Order

XII. Roll Call

XIII. Village President's Report

1. Nomination for Trustee Vacancy

XIV. 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 a Resolution Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County (SWANCC) (Appears on Consent Agenda Because it is a Routine Function of Government)

2. Approval of a Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund (Appears on Consent Agenda Because it is a Routine Function of Government)

3. Approval of a Resolution Adopting Prevailing Wages Effective May 1, 2017 for the State of Illinois Prevailing Wage Act (Appears on Consent Agenda Because it is a Routine Function of Government)

4. Approval of an Ordinance in Case #ZB-03-17 to Approve a Special Fence and Certain Variations from the Zoning Code to Permit a Wrought Iron Fence in the Designated Front Yard and Corner Lot Side Yard at 7117 North Crawford Avenue (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)

5. Approval of a Resolution to Award a Contract to Schroeder and Schroeder, Inc. of Skokie, Illinois for the 2017 Sidewalk and Curb Replacement Program in an Amount Not to Exceed $105,000 (Appears on Consent Agenda Because it is for the Lowest Qualified Bidder)

6. Approval of a Resolution to Approve a Contract with the Detroit Salt Company of Detroit, Michigan for the Purchase of Bulk Sodium Chloride in an Amount Not to Exceed $56,000 (Appears on Consent Agenda Because it is for the Lowest Qualified Bidder)

7. Approval of a Resolution Authorizing a Contract Renewal with Planned Forest Solutions of Chicago, Illinois for Consulting Arborist Services in an Amount Not to Exceed $20,000 (Appears on Consent Agenda Because it is a Routine Function of Government)

XV. Regular Business

8. Consideration of an Ordinance in Case #PC-02-17 to Approve Special Uses, Special Sign, and Certain Variations from the Zoning Code to Permit a New Restaurant and Off-Street Parking Area at 6755 North Cicero Avenue

9. Consideration of a Resolution Awarding the Bid for Auto Extrication Equipment to Equipment Management Company (EMC), of Channahon, Illinois in the Amount of $29,450.00

10. Consideration of an Ordinance in Case #ZB-02-17 to Approve a Special Fence and Certain Variations of the Zoning Code to Permit Natural Screening in the Rights-of-Way of North St. Louis Avenue and West Arthur Avenue in Heights Beyond the Maximum Permissible on the Property, and Permit a Deck in the Required Rear Yard Setback at 3500 West Arthur Avenue

XVI. Manager's Report

XVII. Board, Commission, and Committee Reports

XVIII. Village Clerk's Report

XIX. Trustee Report

XX. Public Forum

XXI. Adjournment

DATE POSTED: April 28, 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.

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TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: April 28, 2017

The following are the totals for the List of Bills being presented at the May 2nd Village Board meeting.

05/02/2017	27,194.16
05/02/2017	129,308.84
05/02/2017	69,848.63
05/02/2017	104,987.21
05/02/2017	76,836.40
05/02/2017	13,219.60
Total	$ 421,394.84

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Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 04/24/2017 - 4:25PM
Batch: 00100.05.2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
American Express				
AMEREXP				
041017	4/10/2017	220.00	0.00	05/02/2017
101-210-511-5725 Bank & Credit Card Fees				Membership fee
041017 Total:		220.00		
31083041917	4/19/2017	75.00	0.00	05/02/2017
101-350-512-5540 Intergovernmental fees & dues				IDPH Ambulance renewals
31083041917	4/19/2017	1.76	0.00	05/02/2017
101-350-512-5540 Intergovernmental fees & dues				IDPH Ambulance renewals convenience fee
31083041917	4/19/2017	26.12	0.00	05/02/2017
101-350-512-5799 Other materials & supplies				Menards - shelf brackets
31083041917	4/19/2017	750.40	0.00	05/02/2017
101-350-512-5480 R&M - vehicles				Cummins Power - Repairs E15
31083041917 Total:		853.28		
31182031717	3/17/2017	45.00	0.00	05/02/2017
101-200-511-5510 Advertising				Job posting seasonal
31182031717	3/17/2017	150.00	0.00	05/02/2017
101-200-511-5510 Advertising				Job posting seasonal
31182031717 Total:		195.00		
31182032117	3/21/2017	-6.87	0.00	05/02/2017
101-100-511-5799 Other materials & supplies				Credit for return to Mariano
31182032117	3/21/2017	8.74	0.00	05/02/2017
101-100-511-5840 Meals				Dinner for Village Board meeting
31182032117	3/21/2017	34.50	0.00	05/02/2017
101-100-511-5840 Meals				Pop for Board meeting

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
31182032117 Total:		36.37		
31182032317	3/23/2017	12.99	0.00	05/02/2017
205-500-515-5510 Advertising				Domain name/Parks and Rec
31182032317	3/23/2017	55.00	0.00	05/02/2017
101-200-511-5810 Conference & meeting registrat				IPELRA Training
31182032317	3/23/2017	55.00	0.00	05/02/2017
101-200-511-5810 Conference & meeting registrat				IPELRA Training
31182032317 Total:		122.99		
31182033017	3/30/2017	4.99	0.00	05/02/2017
101-200-511-5560 Printing & copying services				Batteries for Council Chambers
31182033017 Total:		4.99		
31182040717	4/7/2017	45.00	0.00	05/02/2017
101-200-511-5510 Advertising				Seasonal Custodian
31182040717	4/7/2017	45.00	0.00	05/02/2017
101-200-511-5510 Advertising				Seasonal laborer
31182040717 Total:		90.00		
31190031017	3/10/2017	84.91	0.00	05/02/2017
205-530-515-5730 Program supplies				Walmart - Day Camp supplies
31190031017 Total:		84.91		
31190031417	3/14/2017	50.08	0.00	05/02/2017
205-504-515-5730 Program supplies				Power Graphics - Banner stand
31190031417 Total:		50.08		
31190031617	3/16/2017	120.00	0.00	05/02/2017
205-504-515-5730 Program supplies				NET - Egg Hunt Eggs
31190031617 Total:		120.00		
31190032017	3/20/2017	-29.00	0.00	05/02/2017
205-504-515-5510 Advertising				Shutterstock - Refund on double billing
31190032017	3/20/2017	45.00	0.00	05/02/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
205-504-515-5730 Program supplies				Yard Sign Wholesale - Yard signs
31190032017 Total:		16.00		
31190032417	3/24/2017	42.38	0.00	05/02/2017
205-504-515-5730 Program supplies				Signs.com - Go Lincolnwood Banner
31190032417	3/24/2017	120.00	0.00	05/02/2017
205-504-515-5730 Program supplies				NET - Egg Hunt Eggs
31190032417 Total:		162.38		
31190032717	3/27/2017	35.18	0.00	05/02/2017
205-504-515-5730 Program supplies				Walmart - Egg Hunt & Pool pass sale supplies
31190032717	3/27/2017	1,899.00	0.00	05/02/2017
205-530-515-5599 Other contractual				American Camp Assn - Annual Fee
31190032717 Total:		1,934.18		
31190040217	4/2/2017	20.02	0.00	05/02/2017
205-500-515-5725 Credit card charges				Plug n Play - monthly billing
31190040217 Total:		20.02		
31190040317	4/3/2017	62.22	0.00	05/02/2017
205-504-515-5730 Program supplies				Signs.com - Egg Hunt banner
31190040317 Total:		62.22		
31190040517	4/5/2017	45.00	0.00	05/02/2017
205-560-515-5270 Purchased program services				Craigslist - Pool job posting
31190040517 Total:		45.00		
31190040617	4/6/2017	292.68	0.00	05/02/2017
205-540-515-5730 Program supplies				ADSTARR - Softballs for league
31190040617 Total:		292.68		
31190040717	4/7/2017	165.00	0.00	05/02/2017
205-560-515-5270 Purchased program services				IPRA - Aquatic Center Coordinator job posting
31190040717 Total:		165.00		

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
31208040517	4/5/2017	8.74	0.00	05/02/2017
101-200-511-5799 Other materials & supplies				Trustee Dinner
31208040517	4/5/2017	42.30	0.00	05/02/2017
101-200-511-5799 Other materials & supplies				L' Woods
31208040517 Total:		51.04		
31216031417	3/14/2017	206.00	0.00	05/02/2017
101-400-511-5570 Professional associations				American Water Works Assn Membership
31216031417	3/14/2017	128.98	0.00	05/02/2017
660-610-519-5700 Office supplies				Safety Incentive for PW Employees
31216031417	3/14/2017	22.95	0.00	05/02/2017
101-400-511-5730 Program supplies				Snow removal - Employee refreshments
31216031417 Total:		357.93		
31216031517	3/15/2017	69.99	0.00	05/02/2017
660-620-519-5730 Program supplies				Battery for standpipe
31216031517 Total:		69.99		
31216040517	4/5/2017	1,320.00	0.00	05/02/2017
205-430-515-5730 Program supplies				John Deere - Gator cab frame for Parks
31216040517	4/5/2017	30.00	0.00	05/02/2017
101-400-511-5570 Professional associations				American Public Works
31216040517 Total:		1,350.00		
32008030917	3/9/2017	64.07	0.00	05/02/2017
101-100-511-5840 Meals				Dinner - Finance Committee
32008030917 Total:		64.07		
32008031717	3/17/2017	104.85	0.00	05/02/2017
660-610-519-5580 Telephone				Internet Service - Public Works
32008031717	3/17/2017	254.85	0.00	05/02/2017
101-250-511-5580 Telephone				Comcast - Village Hall
32008031717	3/17/2017	147.85	0.00	05/02/2017
660-610-519-5580 Telephone				Internet Service - Public Works
32008031717 Total:		507.55		

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
32115040717	4/7/2017	-61.90	0.00	05/02/2017
101-100-511-5850 Purchased Transportation				Credit for Amtrak
32115040717 Total:		-61.90		
American Express Total:		6,813.78		
Bank of America, Business Card				
BANKOFAM				
0423040817	4/8/2017	79.10	0.00	05/02/2017
101-300-512-5830 Lodging				ILEAS Conference
0423040817	4/8/2017	360.00	0.00	05/02/2017
101-300-512-5810 Conference & meeting registrat				Conference & Mtg - Ill Assoc of Chief of Police
0423040817	4/8/2017	316.40	0.00	05/02/2017
101-300-512-5830 Lodging				Lodging - ILEAS Conference
0423040817	4/8/2017	90.96	0.00	05/02/2017
101-300-512-5640 Computer supplies				Printhead for Primera printer
0423040817	4/8/2017	29.99	0.00	05/02/2017
101-300-512-5700 Office supplies				DVD's for L3 printer
0423040817	4/8/2017	243.22	0.00	05/02/2017
101-300-512-5700 Office supplies				Office supplies - Shoplet
0423040817	4/8/2017	65.75	0.00	05/02/2017
101-300-512-5730 Program supplies				Mariano - Cookies for Neighborhood Watch mtg
0423040817	4/8/2017	15.16	0.00	05/02/2017
101-300-512-5730 Program supplies				Mariano - Cookies for Neighborhood Watch mtg
0423040817 Total:		1,200.58		
1297031617	3/16/2017	34.95	0.00	05/02/2017
101-250-511-6530 Equipment - data processing				Domain Name purchase - GoLincolnwood
1297031617 Total:		34.95		
6205030917	3/9/2017	17.74	0.00	05/02/2017
205-530-515-5730 Program supplies				Walmart - Program supplies
6205030917 Total:		17.74		
8334030217	3/2/2017	149.99	0.00	05/02/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
101-250-511-5340 Maintenance Agreement Expen				Go Daddy - Subscription renewal
8334030217 Total:		149.99		
8334031217	3/12/2017	80.00	0.00	05/02/2017
101-210-511-5820 Local mileage, parking & tolls				Ipass replenishment
8334031217 Total:		80.00		
8334040117	4/1/2017	-12.56	0.00	05/02/2017
101-210-511-5590 Training				Tax refund
8334040117 Total:		-12.56		
8698032217	3/22/2017	40.64	0.00	05/02/2017
205-570-515-5645 Concessions & food				Ethopian Diamond
8698032217 Total:		40.64		
8698032817	3/28/2017	382.35	0.00	05/02/2017
205-570-515-5270 Purchased program services				Mestas Musicals
8698032817 Total:		382.35		
8698032917	3/29/2017	22.50	0.00	05/02/2017
205-570-515-5645 Concessions & food				White Fence Farm
8698032917 Total:		22.50		
8698040417	4/4/2017	89.00	0.00	05/02/2017
205-504-515-5730 Program supplies				Home Depot
8698040417 Total:		89.00		
Bank of America, Business		2,005.19		
Commonwealth Edison				
COMED				
1011026306	4/17/2017	1,974.19	0.00	05/02/2017
101-440-513-5785 Utilities - public way				Metered Street Lights

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
1011026306 Total:		1,974.19		
2028043041	4/10/2017	3,457.97	0.00	05/02/2017
101-440-513-5785 Utilities - public way				Master account street lighting
2028043041 Total:		3,457.97		
5103171049	4/17/2017	3,590.81	0.00	05/02/2017
101-440-513-5785 Utilities - public way				Master account street lighting
5103171049	4/17/2017	410.44	0.00	05/02/2017
660-610-519-5785 Utilities - Public Way				Master account street lighting
5103171049 Total:		4,001.25		
57221-35010	4/10/2017	204.10	0.00	05/02/2017
101-440-513-5785 Utilities - public way				Master account street lighting
57221-35010 Total:		204.10		
Commonwealth Edison To		9,637.51		
Lowe's Business Acc/GECF				
LOWES				
02007	4/12/2017	15.19	0.00	05/02/2017
205-430-515-5730 Program supplies				Cap fitting & coupling fitting for Shelter
02007 Total:		15.19		
02340	3/23/2017	52.15	0.00	05/02/2017
101-420-511-5745 Small Tools				Utility knife drywall blade
02340 Total:		52.15		
02342	3/23/2017	-4.74	0.00	05/02/2017
101-420-511-5745 Small Tools				Tax adjustment
02342 Total:		-4.74		
02399	4/17/2017	91.14	0.00	05/02/2017
101-420-511-5730 Program supplies				Anchor for Streets

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
02399 Total:		91.14		
02400	4/17/2017	106.97	0.00	05/02/2017
101-420-511-5745 Small Tools				Microwave & Warranty plan for PW
02400 Total:		106.97		
02498	4/18/2017	54.04	0.00	05/02/2017
660-620-519-5730 Program supplies				Caulk gun, knee pads, caulk
02498 Total:		54.04		
02519	4/7/2017	132.24	0.00	05/02/2017
205-430-515-5730 Program supplies				Reaching tool, foam insulation
02519 Total:		132.24		
02520	4/7/2017	13.29	0.00	05/02/2017
205-430-515-5730 Program supplies				Lock for Bike path
02520 Total:		13.29		
02803	4/10/2017	35.78	0.00	05/02/2017
205-430-515-5730 Program supplies				Shim & concrete mix for Proesel Park
02803 Total:		35.78		
02812	4/10/2017	34.02	0.00	05/02/2017
205-430-515-5730 Program supplies				Concrete mix for Proesel Park
02812 Total:		34.02		
02905	4/11/2017	64.53	0.00	05/02/2017
101-420-511-5730 Program supplies				Lock & rod for water tank in Forestry
02905 Total:		64.53		
2420853	4/5/2017	29.93	0.00	05/02/2017
205-571-515-5535 Facility rental				Floor repair - Community Center
2420853 Total:		29.93		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
2426179	4/5/2017	5.83	0.00	05/02/2017
205-571-515-5535 Facility rental				Floor repair - Community Center
2426179 Total:		5.83		
2494705	4/6/2017	-12.30	0.00	05/02/2017
205-571-515-5535 Facility rental				Return - Floor repair
2494705 Total:		-12.30		
90613	4/12/2017	420.23	0.00	05/02/2017
205-430-515-5730 Program supplies				Driver bit, saw blade, scew driver, drill bit set
90613 Total:		420.23		
90614	4/12/2017	2,319.64	0.00	05/02/2017
205-430-515-5730 Program supplies				8' Cedar split rail & line post for Bike path
90614 Total:		2,319.64		
Lowe's Business Acc/GEC		3,357.94		
Nicor Gas				
NICOR				
1436840000	4/7/2017	461.95	0.00	05/02/2017
205-430-515-5780 Utilities - government buildin				Community Center
1436840000 Total:		461.95		
21-46-84-00002	4/12/2017	148.95	0.00	05/02/2017
205-560-515-5780 Utilities - government buildin				Parks & Rec
21-46-84-00002 Total:		148.95		
21-46-84-00003	4/13/2017	283.76	0.00	05/02/2017
205-560-515-5780 Utilities - government buildin				Pool
21-46-84-00003 Total:		283.76		
21-84-84-00004	4/7/2017	321.79	0.00	05/02/2017
660-620-519-5780 Utilities - government buildin				Pump Station

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
21-84-84-00004 Total:		321.79		
3017240000	4/10/2017	1,433.79	0.00	05/02/2017
101-420-511-5780 Utilities - government buildin				Public Services
3017240000 Total:		1,433.79		
5202340000	4/10/2017	794.69	0.00	05/02/2017
101-420-511-5780 Utilities - government buildin				Village Hall
5202340000 Total:		794.69		
6202340000	4/10/2017	1,444.73	0.00	05/02/2017
101-420-511-5780 Utilities - government buildin				Public Safety
6202340000 Total:		1,444.73		
70-61-47-04487	4/10/2017	89.04	0.00	05/02/2017
205-560-515-5780 Utilities - government buildin				7055 Kostner
70-61-47-04487 Total:		89.04		
Nicor Gas Total:		4,978.70		
United States Postal Service				
USPOSTAL				
PB042117	4/21/2017	20.05	0.00	05/02/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB042117	4/21/2017	35.22	0.00	05/02/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB042117	4/21/2017	1.19	0.00	05/02/2017
205-500-515-5720 Postage				Pitney Bowes postage
PB042117	4/21/2017	173.69	0.00	05/02/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB042117	4/21/2017	40.94	0.00	05/02/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB042117	4/21/2017	10.33	0.00	05/02/2017
205-500-515-5720 Postage				Pitney Bowes postage
PB042117	4/21/2017	1.38	0.00	05/02/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-210-511-5720 Postage				Pitney Bowes postage
PB042117	4/21/2017	57.18	0.00	05/02/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB042117	4/21/2017	61.06	0.00	05/02/2017
660-610-519-5720 Postage				Pitney Bowes postage
PB042117 Total:		401.04		
United States Postal Servic		401.04		
Report Total:		27,194.16		

Return to VB Agenda

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 04/24/2017 - 4:25PM
Batch: 00101.05.2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
American Charge Service				
AMERCHAR				
100155	3/31/2017	6.00	0.00	05/02/2017
205-570-515-5280 Subsidized taxi program				Taxi coupons - March
100155 Total:		6.00		
American Charge Service T		6.00		
American First Aid Services				
AFAS INC				
49425	4/12/2017	26.40	0.00	05/02/2017
660-610-519-5700 Office supplies				First aid refills
49425 Total:		26.40		
49431	4/12/2017	24.25	0.00	05/02/2017
205-500-515-5700 Office supplies				First aid refills
49431 Total:		24.25		
American First Aid Service		50.65		
Anderson Pest Solutions				
ANDERP				
4211210	4/1/2017	283.55	0.00	05/02/2017
101-420-511-5405 R&M - buildings				Pest Control services for Village - April

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
4211210 Total:		283.55		
Anderson Pest Solutions To		283.55		
Biljetina, Jolynne				
BILJETIN				
041217	4/12/2017	110.00	0.00	05/02/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class
041217 Total:		110.00		
Biljetina, Jolynne Total:		110.00		
Call One				
CALLONE				
1129134	4/15/2017	1,149.56	0.00	05/02/2017
101-210-511-5580 Telephone				Telephone/Admin/Police - April
1129134 Total:		1,149.56		
1129136	4/15/2017	370.48	0.00	05/02/2017
101-210-511-5580 Telephone				Telephone/Admin/Police - April
1129136 Total:		370.48		
1129137	4/15/2017	40.09	0.00	05/02/2017
101-210-511-5580 Telephone				Telephone/Aquatic Center - April
1129137 Total:		40.09		
1129138	4/15/2017	317.80	0.00	05/02/2017
660-610-519-5580 Telephone				Telephone/Public Works - April
1129138 Total:		317.80		
1129140	4/15/2017	43.07	0.00	05/02/2017
660-610-519-5580 Telephone				Telephone/Public Works - April

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
1129140 Total:		43.07		
1129141	4/15/2017	43.17	0.00	05/02/2017
660-610-519-5580 Telephone				Telephone/Pump House - April
1129141 Total:		43.17		
1129143	4/15/2017	486.77	0.00	05/02/2017
101-210-511-5580 Telephone				Telephone/Municipal Center - April
1129143 Total:		486.77		
1129144	4/15/2017	263.00	0.00	05/02/2017
101-210-511-5580 Telephone				Telephone/Connection to Red Center - April
1129144 Total:		263.00		
Call One Total:		2,713.94		
Case Lots, Inc.				
CASELOTS				
3118	4/3/2017	476.00	0.00	05/02/2017
101-410-511-5730 Program supplies				Oil dry
3118 Total:		476.00		
Case Lots, Inc. Total:		476.00		
Christopher Burke Engineering				
CHRISTB				
135712	4/11/2017	7,669.62	0.00	05/02/2017
454-000-561-5340 Engineering				Lincoln Avenue Medians design
135712 Total:		7,669.62		
135713	4/11/2017	15,262.48	0.00	05/02/2017
217-000-561-5340 Engineering				UP ROW Parking lot design/bid

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
135713 Total:		15,262.48		
135714	4/11/2017	4,500.00	0.00	05/02/2017
660-620-519-5399 Other professional services				Village Engineering Retainer
135714	4/11/2017	4,500.00	0.00	05/02/2017
101-290-511-5920 Administration Engineer Costs				Village Engineering Retainer
135714 Total:		9,000.00		
135715	4/11/2017	6,056.72	0.00	05/02/2017
660-620-519-5320 Consulting				Review of Water Rate Analysis
135715 Total:		6,056.72		
135716	4/11/2017	3,450.00	0.00	05/02/2017
101-290-511-5942 PW Building Engineer Costs				Pratt and East Prairie Traffic study
135716 Total:		3,450.00		
135717	4/11/2017	2,518.00	0.00	05/02/2017
454-000-561-5340 Engineering				Touhy overpass landscape irrigation design
135717 Total:		2,518.00		
135718	4/11/2017	2,205.55	0.00	05/02/2017
217-000-561-5340 Engineering				Lowe's Entrance modifications design
135718 Total:		2,205.55		
135719	4/11/2017	1,530.33	0.00	05/02/2017
101-290-511-5922 Building Engineering Costs				3401-3501 Northeast Parkway
135719 Total:		1,530.33		
135720	4/11/2017	804.40	0.00	05/02/2017
101-290-511-5922 Building Engineering Costs				4320 Touhy Plan Review
135720 Total:		804.40		
135721	4/11/2017	2,819.98	0.00	05/02/2017
101-290-511-5922 Building Engineering Costs				6755 Cicero Plan review

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
135721 Total:		2,819.98		
135722	4/11/2017	1,063.75	0.00	05/02/2017
101-290-511-5922 Building Engineering Costs				Bryn Mawr Country Club Permit review
135722 Total:		1,063.75		
Christopher Burke Enginee		52,380.83		
Clark Baird Smith, LLP				
CLARKBAI				
8435	3/31/2017	660.00	0.00	05/02/2017
101-230-511-5399 Other professional services				Legal services for personnel matters
8435 Total:		660.00		
Clark Baird Smith, LLP To		660.00		
Commonwealth Edison				
COMED				
2873043051	4/7/2017	149.07	0.00	05/02/2017
101-440-513-5785 Utilities - public way				6471 N Lincoln
2873043051 Total:		149.07		
381169268	4/6/2017	172.51	0.00	05/02/2017
101-440-513-5785 Utilities - public way				7002 N Tripp
381169268 Total:		172.51		
4357072009	4/5/2017	149.07	0.00	05/02/2017
101-440-513-5785 Utilities - public way				6401 McCormick
4357072009 Total:		149.07		
4847019018	4/7/2017	133.99	0.00	05/02/2017
101-440-513-5785 Utilities - public way				6668 N Lincoln

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
4847019018 Total:		133.99		
Commonwealth Edison To		604.64		
Emcor Services Team Mechanical Inc				
EMCOR				
930002943	4/5/2017	921.08	0.00	05/02/2017
101-420-511-5405 R&M - buildings				Contract maintenance - April
930002943 Total:		921.08		
Emcor Services Team Mec		921.08		
First Advantage Occ Health Svcs				
FIRSTADV				
2523301703	3/31/2017	10.00	0.00	05/02/2017
101-200-511-5599 Other contractual				Drug test
2523301703 Total:		10.00		
First Advantage Occ Health		10.00		
Groot Recycling & Waste Services				
GROOT				
14864129	3/30/2017	283.88	0.00	05/02/2017
101-440-514-5230 Garbage & recycling				22280-002/Public Works
14864129 Total:		283.88		
14867444	3/22/2017	766.23	0.00	05/02/2017
101-440-514-5230 Garbage & recycling				22280-001/Public Works
14867444 Total:		766.23		
14869832	4/1/2017	56,586.54	0.00	05/02/2017
101-440-514-5230 Garbage & recycling				1229-001/Community pick up

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
14869832 Total:		56,586.54		
14869833	4/1/2017	718.07	0.00	05/02/2017
101-440-514-5230 Garbage & recycling				1230-001/School District 74
14869833 Total:		718.07		
14915957	4/1/2017	3,146.40	0.00	05/02/2017
101-440-514-5230 Garbage & recycling				1231-001/Multi family pick up
14915957 Total:		3,146.40		
Groot Recycling & Waste S		61,501.12		
Impact Networking, LLC				
IMPACT				
812643	4/12/2017	30.00	0.00	05/02/2017
205-571-515-5730 Program supplies				Maintenance contract
812643 Total:		30.00		
Impact Networking, LLC T		30.00		
Lee Jensen Sales Co				
LEEJEN				
165816-A	4/7/2017	2,148.00	0.00	05/02/2017
660-620-519-5745 Small tools				Manhole hook, wire rope, ladder
165816-A Total:		2,148.00		
Lee Jensen Sales Co Total:		2,148.00		
Maine-Niles Association of Special Recreation				
MNASR				
16-251	4/5/2017	958.36	0.00	05/02/2017
205-580-515-5270 Purchased program services				Inclusion Services for April A 2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
16-251 Total:		958.36		
Maine-Niles Association o		958.36		
Riaz, Jawaid				
RIAZJAWA				
041017	4/10/2017	45.00	0.00	05/02/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund Household Credit
041017 Total:		45.00		
Riaz, Jawaid Total:		45.00		
Robbins, Salomon & Patt, LTD				
RS&PLTD				
211055	4/11/2017	1,170.00	0.00	05/02/2017
101-230-511-5399 Other professional services				Municipal Prosecution/Traffic Violations - March
211055 Total:		1,170.00		
211056	4/11/2017	652.50	0.00	05/02/2017
101-230-511-5399 Other professional services				Adjudicative Hearings - March
211056 Total:		652.50		
Robbins, Salomon & Patt,		1,822.50		
Russo Power Equipment				
RUSSO				
3876972	4/5/2017	2,559.80	0.00	05/02/2017
205-430-515-5680 Landscaping supplies				Peat moss
3876972 Total:		2,559.80		
3876991	4/5/2017	1,265.00	0.00	05/02/2017
101-440-513-5745 Small tools				Chainsaw, hedge trimmer, blade for Streets

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
3876991 Total:		1,265.00		
Russo Power Equipment T		3,824.80		
Sam's Club				
SAMSCL				
407017	4/7/2017	19.92	0.00	05/02/2017
205-504-515-5645 Concessions & food				Egg Hunt food
407017 Total:		19.92		
4317	4/3/2017	116.28	0.00	05/02/2017
205-520-515-5645 Concessions & food				Club Kid snack
4317 Total:		116.28		
Sam's Club Total:		136.20		
Schmaus Cash Reg				
SCHMAUS				
2340	4/11/2017	162.60	0.00	05/02/2017
101-210-511-5700 Office supplies				Cash register tapes for Finance
2340 Total:		162.60		
Schmaus Cash Reg Total:		162.60		
Sirijintakarn, Edward				
SIRIJINT				
041117	4/11/2017	56.00	0.00	05/02/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class
041117 Total:		56.00		
Sirijintakarn, Edward Total		56.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Zevco Medical Products				
ZEVCOMD				
Z7068	3/28/2017	82.12	0.00	05/02/2017
205-530-515-5730 Program supplies				Sting relief wipes and band aids
Z7068 Total:		82.12		
Z7075	4/5/2017	325.45	0.00	05/02/2017
205-530-515-5730 Program supplies				Gauze pads and band aids
Z7075 Total:		325.45		
Zevco Medical Products To		407.57		
Report Total:		129,308.84		

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
1-800-RADIATOR & A/C				
1-800RAD				
52801639	4/4/2017	141.00	0.00	05/02/2017
101-300-512-5480 R&M - vehicles				Radiator for Police Dept
52801639 Total:		141.00		
1-800-RADIATOR & A/C		141.00		
Advocate Occupational Health				
ADVOCA				
648559	4/5/2017	2,688.00	0.00	05/02/2017
101-200-511-5599 Other contractual				Drug Screening
648559 Total:		2,688.00		
648560	4/5/2017	120.00	0.00	05/02/2017
101-200-511-5599 Other contractual				Drug Screening
648560 Total:		120.00		
651669	4/5/2017	56.00	0.00	05/02/2017
101-200-511-5599 Other contractual				Drug Screening
651669 Total:		56.00		
Advocate Occupational He		2,864.00		
American First Aid Services				

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
AFAS INC				
49428	4/12/2017	119.90	0.00	05/02/2017
101-300-512-5730 Program supplies				First Aid supplies/replenish
49428 Total:		119.90		
49430	4/12/2017	20.10	0.00	05/02/2017
101-200-511-5599 Other contractual				First Aid box - Village Hall
49430 Total:		20.10		
American First Aid Service		140.00		
American Traffic Solutions				
ATS				
INV00024209	3/31/2017	4,904.00	0.00	05/02/2017
101-300-512-5599 Other contractual				ATS Monthly contractual fee-Mar/Collections-March
INV00024209 Total:		4,904.00		
American Traffic Solutions		4,904.00		
Avalon Petroleum				
AVALON				
18257	4/12/2017	874.55	0.00	05/02/2017
101-350-512-5670 Fuel				Fuel usage
18257	4/12/2017	440.80	0.00	05/02/2017
101-440-513-5670 Fuel				Fuel usage
18257	4/12/2017	189.43	0.00	05/02/2017
205-430-515-5670 Fuel				Fuel usage
18257	4/12/2017	456.90	0.00	05/02/2017
660-620-519-5670 Fuel				Fuel usage
18257 Total:		1,961.68		
556156	4/12/2017	2,420.73	0.00	05/02/2017
101-300-512-5670 Fuel				Fuel usage
556156	4/12/2017	159.52	0.00	05/02/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-350-512-5670 Fuel				Fuel usage
556156	4/12/2017	72.39	0.00	05/02/2017
101-410-511-5670 Fuel				Fuel usage
556156	4/12/2017	91.90	0.00	05/02/2017
101-420-511-5670 Fuel				Fuel usage
556156	4/12/2017	272.00	0.00	05/02/2017
101-440-513-5670 Fuel				Fuel usage
556156	4/12/2017	373.44	0.00	05/02/2017
205-430-515-5670 Fuel				Fuel usage
556156	4/12/2017	469.02	0.00	05/02/2017
660-620-519-5670 Fuel				Fuel usage
556156 Total:		3,859.00		
Avalon Petroleum Total:		5,820.68		
Canon Solutions America				
CANN				
421823	4/1/2017	148.96	0.00	05/02/2017
101-210-511-5440 R&M - office equipment				Copier maintenance/April, Usage/March
421823 Total:		148.96		
Canon Solutions America T		148.96		
Cassidy Tire				
CASSIDYT				
6181670	3/30/2017	300.00	0.00	05/02/2017
101-300-512-5480 R&M - vehicles				Tires for Squad MP1122
6181670 Total:		300.00		
6181968	4/19/2017	300.00	0.00	05/02/2017
101-300-512-5480 R&M - vehicles				Tires for Squad MP1121
6181968 Total:		300.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Cassidy Tire Total:		600.00		
CDW Government				
CDWGOV				
HMR7253	4/12/2017	1,652.57	0.00	05/02/2017
215-000-512-5599 Other contractual				Server license for New World upgrade
HMR7253 Total:		1,652.57		
CDW Government Total:		1,652.57		
Dell Marketing, L.P				
DELLMARK				
10156589238	3/28/2017	33.59	0.00	05/02/2017
101-250-511-6530 Equipment - data processing				Active pen for tablet
10156589238 Total:		33.59		
Dell Marketing, L.P Total:		33.59		
Galls Incorporated				
GALLS				
729610	4/4/2017	75.39	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform items
729610 Total:		75.39		
7301284	4/5/2017	289.48	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform items
7301284 Total:		289.48		
7301294	4/5/2017	293.19	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform items
7301294 Total:		293.19		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
7317602	4/7/2017	200.94	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform items
7317602 Total:		200.94		
7895640	3/20/2017	99.99	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform items
7895640 Total:		99.99		
8087115	4/19/2017	111.68	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform items
8087115 Total:		111.68		
Galls Incorporated Total:		1,070.67		
Golf Mill Ford				
GOLFMILL				
416328P	4/10/2017	318.68	0.00	05/02/2017
101-300-512-5480 R&M - vehicles				Kit, rotor, pad for PD
416328P Total:		318.68		
Golf Mill Ford Total:		318.68		
Interstate Billing Service, Inc				
INTERBIL				
3006032494	4/7/2017	226.21	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Valve for modulator for Truck #1
3006032494 Total:		226.21		
3006033189	4/7/2017	226.21	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Valve for modulator for Truck #1
3006033189 Total:		226.21		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Interstate Billing Service, I		452.42		
Intoximeters				
INTOXIME				
560895	4/6/2017	364.50	0.00	05/02/2017
101-000-210-2440 DUI Fines Fund				Dry gas canisters
560895 Total:		364.50		
Intoximeters Total:		364.50		
iSolved				
ISOLVED				
8905715	4/10/2017	52.58	0.00	05/02/2017
101-400-511-5440 R&M - office equipment				Monthly maintenance cost for Time Clock
8905715	4/10/2017	74.09	0.00	05/02/2017
205-530-515-5730 Program supplies				Monthly maintenance cost for Time Clock
8905715	4/10/2017	7.17	0.00	05/02/2017
205-560-515-5405 R&M - buildings				Monthly maintenance cost for Time Clock
8905715 Total:		133.84		
iSolved Total:		133.84		
JG Uniforms Inc				
JGUNIFOR				
17149	4/11/2017	100.00	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform allowance
17149 Total:		100.00		
17282	4/13/2017	289.35	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform allowance
17282 Total:		289.35		
17283	4/13/2017	242.00	0.00	05/02/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-300-512-5070 Uniform allowance				Uniform allowance
17283 Total:		242.00		
17284	4/13/2017	242.00	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform allowance
17284 Total:		242.00		
JG Uniforms Inc Total:		873.35		
Lou Malnati's				
LOUMA				
2379366	4/18/2017	42.24	0.00	05/02/2017
101-300-512-5730 Program supplies				Lunch for Mini Academy
2379366 Total:		42.24		
Lou Malnati's Total:		42.24		
Lund Industries				
LUNDIND				
88009	4/11/2017	304.50	0.00	05/02/2017
101-300-512-5480 R&M - vehicles				Repair light bar in Squad 211
88009 Total:		304.50		
88010	4/14/2017	1,125.00	0.00	05/02/2017
101-300-512-5480 R&M - vehicles				Replace light bar ins Squad 210
88010 Total:		1,125.00		
88014	4/7/2017	562.50	0.00	05/02/2017
101-300-512-5480 R&M - vehicles				Install device to protect video equipment
88014 Total:		562.50		
88046	4/17/2017	5,523.25	0.00	05/02/2017
101-000-210-2440 DUI Fines Fund				Remove/relocate in car video

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
88046 Total:		5,523.25		
Lund Industries Total:		7,515.25		
North East Multi-Regional Training				
NORTHEST				
218570	4/13/2017	280.00	0.00	05/02/2017
101-300-512-5590 Training				Training/Social Networks
218570 Total:		280.00		
North East Multi-Regional		280.00		
Northwest Police Academy				
NWPDACAD				
NWPA4617	4/12/2017	50.00	0.00	05/02/2017
101-300-512-5590 Training				Training Seminar
NWPA4617 Total:		50.00		
Northwest Police Academy		50.00		
Patel, Jesal				
PATELJ				
041917	4/19/2017	221.49	0.00	05/02/2017
101-000-110-1010 Payroll Chkg Acct-BOL				Reissue misplaced payroll check
041917 Total:		221.49		
Patel, Jesal Total:		221.49		
Personnel Strategies, LLC				
PERSONNE				
041817	4/18/2017	750.00	0.00	05/02/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-200-511-5599 Other contractual				Pre employment screening
041817 Total:		750.00		
Personnel Strategies, LLC		750.00		
Physicians Immediate Care Chicago				
PHYSICIA				
3505656	4/12/2017	304.00	0.00	05/02/2017
101-200-511-5599 Other contractual				Drug Screening
3505656 Total:		304.00		
Physicians Immediate Care		304.00		
Shore Galleries				
SHOREGAL				
4152017	4/15/2017	120.00	0.00	05/02/2017
101-300-512-5070 Uniform allowance				Uniform allowance
4152017 Total:		120.00		
Shore Galleries Total:		120.00		
Stanley Consultants, Inc.				
STANLEY				
9	4/7/2017	28,466.39	0.00	05/02/2017
454-000-561-5340 Engineering				Touhy Overpass Phase 2
9 Total:		28,466.39		
Stanley Consultants, Inc. T		28,466.39		
Sungard Public Sector				
SUNGARD				

Invoice Number / Account Number		Invoice Date	Amount	Quantity	Payment Date / Description
Sales Ord 7171		3/17/2017	4,000.00	0.00	05/02/2017
215-000-512-5599 Other contractual					OSSI Sungard Licenses for Skokie Dispatch
	Sales Ord 7171 Total:		4,000.00		
	Sungard Public Sector Tota		4,000.00		
TFA Signs					
TFASIGN					
12262		3/21/2017	8,173.00	0.00	05/02/2017
101-420-511-5405 R&M - buildings					Wayfinding signage
	12262 Total:		8,173.00		
	TFA Signs Total:		8,173.00		
Thomson Reuters - West					
THOMSON					
835955562		4/4/2017	408.00	0.00	05/02/2017
101-300-512-5620 Books & publications					Arrest Law Bulletin Subscription
	835955562 Total:		408.00		
	Thomson Reuters - West To		408.00		
	Report Total:		69,848.63		

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Accela Inc. #774375				
ACCELA				
INV-ACC29015	3/21/2017	3,914.00	0.00	05/02/2017
101-250-511-5330 Data processing				Renewal
INV-ACC29015 Total:		3,914.00		
Accela Inc. #774375 Total:		3,914.00		
Advanced Telecommunications of Illinois				
ADVANCE				
59458	4/13/2017	4,357.50	0.00	05/02/2017
101-250-511-5340 Maintenance Agreement Expen				Phone system annual maintenance
59458	4/13/2017	4,357.50	0.00	05/02/2017
660-610-519-5340 Maintenance Agreement Expen				Phone system annual maintenance
59458 Total:		8,715.00		
Advanced Telecommunicat		8,715.00		
Bank of America, Business Card				
BANKOFAM				
1287030117	3/1/2017	310.00	0.00	05/02/2017
101-200-511-5599 Other contractual				Public Safety Annual Membership
1287030117 Total:		310.00		
8698032217	3/22/2017	460.00	0.00	05/02/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
205-570-515-5270 Purchased program services				Northshore Center for Performing Arts
8698032217 Total:		460.00		
8698032417	3/24/2017	654.28	0.00	05/02/2017
205-570-515-5270 Purchased program services				Drury Lane
8698032417 Total:		654.28		
Bank of America, Business		1,424.28		
Business Only Broadband				
BUSONLY				
79356	5/1/2017	250.00	0.00	05/02/2017
101-250-511-5580 Telephone				Back up connection-Internet access
79356 Total:		250.00		
79357	5/1/2017	250.00	0.00	05/02/2017
101-250-511-5580 Telephone				Wireless alarm internet access
79357 Total:		250.00		
Business Only Broadband		500.00		
Chicago Communications, LLC				
CHGOCOMM				
290967	4/5/2017	816.05	0.00	05/02/2017
101-300-512-5410 R&M - communications equipm				Monthly police radio maintenance
290967 Total:		816.05		
Chicago Communications,		816.05		
Cline, Rosangela				
CLINE				
SCS01	4/4/2017	140.00	0.00	05/02/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
205-504-515-5270 Purchased program services				Summer Concert Series Face painter deposit
SCS01 Total:		140.00		
Cline, Rosangela Total:		140.00		
HMO Healthcare Service Corporation				
HMO				
May2017	4/14/2017	5,471.70	0.00	05/02/2017
102-000-210-2027 Health insurance premium with				Health Insurance - May
May2017 Total:		5,471.70		
HMO Healthcare Service C		5,471.70		
Intl Assoc of Fire Chiefs				
IAFC				
042017	4/20/2017	259.00	0.00	05/02/2017
101-350-512-5570 Professional associations				Membership dues
042017 Total:		259.00		
Intl Assoc of Fire Chiefs To		259.00		
LeadsOnline LLC				
LEADS				
240167	3/1/2017	2,238.00	0.00	05/02/2017
101-300-512-5399 Other professional services				Confidential Investigations system
240167 Total:		2,238.00		
LeadsOnline LLC Total:		2,238.00		
Madison National Life				
MADISON				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
1251134	4/19/2017	160.67	0.00	05/02/2017
101-200-511-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	132.70	0.00	05/02/2017
101-210-511-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	61.90	0.00	05/02/2017
101-240-517-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	584.05	0.00	05/02/2017
101-300-512-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	17.78	0.00	05/02/2017
101-350-512-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	58.54	0.00	05/02/2017
101-400-511-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	35.90	0.00	05/02/2017
101-410-511-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	98.00	0.00	05/02/2017
101-440-513-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	59.29	0.00	05/02/2017
205-430-515-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	281.94	0.00	05/02/2017
205-500-515-5150 Insurance - group life & AD&D				Life Insurance - May
1251134	4/19/2017	97.44	0.00	05/02/2017
660-620-519-5150 Insurance - group life & AD&D				Life Insurance - May
1251134 Total:		1,588.21		
Madison National Life Tot		1,588.21		
MJ Productions				
MJPROD				
62217-1	4/21/2017	400.00	0.00	05/02/2017
205-504-515-5270 Purchased program services				Summer Concert Series on 6/22/2017
62217-1 Total:		400.00		
MJ Productions Total:		400.00		
National Band & Tag Co.				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
NATION				
446064	4/4/2017	242.88	0.00	05/02/2017
101-210-511-5730 Program supplies				FY 2017-2018 Pet motorcycle & dealer tags
446064 Total:		242.88		
National Band & Tag Co. T		242.88		
North Regional Major				
north				
17-005	2/21/2017	4,100.00	0.00	05/02/2017
101-300-512-5540 Intergovernmental fees & dues				Annual Assessment fees
17-005 Total:		4,100.00		
North Regional Major Tota		4,100.00		
North Suburban Employee Benefit				
NSEBENEF				
May,2017	4/21/2017	8,632.00	0.00	05/02/2017
102-000-210-2028 Dental insurance premium with				Dental Bill - May
May,2017 Total:		8,632.00		
North Suburban Employee		8,632.00		
Quinlan Security Systems				
QUINLANS				
20216	4/1/2017	2,169.50	0.00	05/02/2017
660-610-519-5340 Maintenance Agreement Expen				Security service maintenance agreement
20216	4/1/2017	2,169.51	0.00	05/02/2017
101-250-511-5340 Maintenance Agreement Expen				Security service maintenance agreement
20216 Total:		4,339.01		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Quinlan Security Systems T		4,339.01		
Rydin Decal				
RYDINDE				
329246	3/27/2017	239.72	0.00	05/02/2017
101-210-511-5730 Program supplies				2017-2018 Vending Machine Licenses
329246 Total:		239.72		
Rydin Decal Total:		239.72		
Solid Waste Agency of Northern Cook County				
SOLIDWA				
5598	4/1/2017	18,232.81	0.00	05/02/2017
101-440-514-5230 Garbage & recycling				FY 2018 O & M costs - May
5598 Total:		18,232.81		
5621	5/1/2017	18,232.81	0.00	05/02/2017
101-440-514-5230 Garbage & recycling				FY 2018 O & M costs - June
5621 Total:		18,232.81		
Solid Waste Agency of Nor		36,465.62		
Total Administrative Serv Corp				
TASC				
IN1012061	4/13/2017	1,295.00	0.00	05/02/2017
101-210-511-5195 Employee Benefit Expenses				Administration Fees
IN1012061	4/13/2017	158.00	0.00	05/02/2017
101-210-511-5195 Employee Benefit Expenses				Renewal Fee
IN1012061 Total:		1,453.00		
Total Administrative Serv C		1,453.00		

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Vermont Systems, Inc.				
VERMONT				
54302	4/4/2017	18,777.74	0.00	05/02/2017
101-250-511-5340 Maintenance Agreement Expen				RecTrac maintenance and subscription
54302 Total:		18,777.74		
Vermont Systems, Inc. Tota		18,777.74		
Zoll Medical Corporation GPO				
ZOLLMEDC				
90020007	3/23/2017	5,271.00	0.00	05/02/2017
101-350-512-5430 R&M - Fire & EMS equipmen				Extended warranty and preventative maintenance
90020007 Total:		5,271.00		
Zoll Medical Corporation G		5,271.00		
Report Total:		104,987.21		

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Best Quality Cleaning, Inc.				
BESTQU				
19464	4/20/2017	2,813.34	0.00	05/02/2017
101-420-511-5240 Janitorial				Cleaning Service / April 2017
19464	4/20/2017	416.66	0.00	05/02/2017
205-571-515-5240 Janitorial				Cleaning Service / April 2017
19464 Total:		3,230.00		
Best Quality Cleaning, Inc.		3,230.00		
Case Lots, Inc.				
CASELOTS				
3402	4/13/2017	1,295.00	0.00	05/02/2017
101-420-511-5730 Program supplies				Multi fold towels for Village buildings
3402 Total:		1,295.00		
Case Lots, Inc. Total:		1,295.00		
Cassidy Tire				
CASSIDYT				
6181719	4/3/2017	252.75	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				New tire for Sweeper #2
6181719 Total:		252.75		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Cassidy Tire Total:		252.75		
Chicago Communications, LLC				
CHGOCOMM				
291084	4/14/2017	11,696.27	0.00	05/02/2017
215-000-512-5599 Other contractual				Zetron Station alerting equipment for Fire
291084 Total:		11,696.27		
Chicago Communications,		11,696.27		
Douglas Truck Parts				
DOUGTK				
27828	4/10/2017	45.00	0.00	05/02/2017
101-410-511-5730 Program supplies				Brake clean for Shop
27828 Total:		45.00		
27910	4/12/2017	72.60	0.00	05/02/2017
101-410-511-5730 Program supplies				Truck lite for shop
27910 Total:		72.60		
27912	4/12/2017	89.98	0.00	05/02/2017
101-410-511-5730 Program supplies				Mirror arm for Shop
27912 Total:		89.98		
Douglas Truck Parts Total:		207.58		
G & O Thermal Supply Company				
G&OTHERM				
35066	3/30/2017	918.75	0.00	05/02/2017
101-420-511-5405 R&M - buildings				Feeder for PW heater
35066 Total:		918.75		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
G & O Thermal Supply Co		918.75		
Gewalt Hamilton Associates Inc				
GEWALT				
12	4/13/2017	2,903.19	0.00	05/02/2017
454-000-561-5340 Engineering				ComEd Bike Path construction
12 Total:		2,903.19		
9	4/13/2017	3,479.82	0.00	05/02/2017
217-000-561-5340 Engineering				Union Pacific Bike Path construction
9 Total:		3,479.82		
9232.380-9	4/14/2017	6,384.00	0.00	05/02/2017
213-000-561-5340 Engineering				Construction oversight Touhy Avenue Street lighting
9232.380-9 Total:		6,384.00		
Gewalt Hamilton Associate		12,767.01		
Grainger				
GRAINGER				
9418660875	4/18/2017	44.96	0.00	05/02/2017
660-610-519-5730 Program supplies				Drill bit for Water Dept
9418660875 Total:		44.96		
9418776242	4/18/2017	53.01	0.00	05/02/2017
101-420-511-5405 R&M - buildings				Fuses for Fire Dept
9418776242 Total:		53.01		
Grainger Total:		97.97		
HD Supply Waterworks, LTD.				
HDSUPPLY				

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
G928067	4/13/2017	1,605.00	0.00	05/02/2017
660-620-519-5793 Water system supplies				Meter pit key, reamer, jacket for water main breaks
G928067 Total:		1,605.00		
HD Supply Waterworks, LT		1,605.00		
Holland & Knight LLP				
HOLLAND				
03312017	3/31/2017	12,885.00	0.00	05/02/2017
101-230-511-5350 Legal - retainer				General Counsel retainer - March
03312017 Total:		12,885.00		
5494938	4/14/2017	384.00	0.00	05/02/2017
101-230-511-5370 Legal - review				Airoom Keystone ROW Vacation
5494938 Total:		384.00		
5494940	4/14/2017	231.00	0.00	05/02/2017
101-230-511-5370 Legal - review				Trim-Tex mutual
5494940 Total:		231.00		
5494946	4/14/2017	210.00	0.00	05/02/2017
101-230-511-5370 Legal - review				Purple Hotel Planning and Zoning
5494946 Total:		210.00		
5494950	4/14/2017	976.00	0.00	05/02/2017
101-230-511-5370 Legal - review				E-911 Consolidation
5494950 Total:		976.00		
5494951	4/14/2017	1,015.27	0.00	05/02/2017
101-230-511-5370 Legal - review				Purple Hotel code enforcement
5494951 Total:		1,015.27		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Holland & Knight LLP Tot		15,701.27		
Illinois Ass'n of Police Chiefs				
ILLASSOC				
2017-266	4/10/2017	139.00	0.00	05/02/2017
101-300-512-5590 Training				Training seminar - Social Worker
2017-266 Total:		139.00		
Illinois Ass'n of Police Chi		139.00		
Interstate Billing Service, Inc				
INTERBIL				
3005292058	1/30/2017	44.28	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Package oil
3005292058 Total:		44.28		
Interstate Billing Service, I		44.28		
Kapusta, Michelle				
KAPUSTA				
17-4087	4/14/2017	45.00	0.00	05/02/2017
101-400-511-5210 Animal control				Animal control services
17-4087 Total:		45.00		
Kapusta, Michelle Total:		45.00		
McKenna Automotive				
MCKENNA				
15116	4/20/2017	324.50	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Plugs, strobe light for Truck #19

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
15116 Total:		324.50		
McKenna Automotive Tota		324.50		
Metal Supermarkets				
METALSUP				
1004046	4/12/2017	16.84	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Steel for Truck #14
1004046 Total:		16.84		
Metal Supermarkets Total:		16.84		
NAPA				
NAPA				
258752	3/31/2017	42.43	0.00	05/02/2017
101-300-512-5480 R&M - vehicles				Filters for Squad #35
258752 Total:		42.43		
259687	4/7/2017	4.99	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Flasher connector Truck #10
259687 Total:		4.99		
NAPA Total:		47.42		
National Minority Update				
QUARTERL				
7632676(B)	3/15/2017	100.00	0.00	05/02/2017
101-200-511-5510 Advertising				Police officer listing
7632676(B) Total:		100.00		
National Minority Update T		100.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
O'Connor, Timothy				
OCONNOR				
042017	4/20/2017	1,932.00	0.00	05/02/2017
101-300-512-5065 Tuition reimbursement				Educational assistance for Two Courses
042017 Total:		1,932.00		
O'Connor, Timothy Total:		1,932.00		
O'Leary's Contractor Equip				
OLEARYS				
207095	4/6/2017	3,641.00	0.00	05/02/2017
660-620-519-5745 Small tools				Hydrant adapter, nozzle, blade
207095 Total:		3,641.00		
O'Leary's Contractor Equip		3,641.00		
Pioneer Press				
PIONEERP				
PP4617	4/6/2017	32.24	0.00	05/02/2017
101-300-512-5620 Books & publications				Public Auction notice
PP4617 Total:		32.24		
Pioneer Press Total:		32.24		
Planned Forest Solutions LLC				
PLANNED				
168238	4/12/2017	1,044.00	0.00	05/02/2017
101-400-511-5039 Other contract labor				Nuisance tree removal permits, inspection requests
168238 Total:		1,044.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Planned Forest Solutions L		1,044.00		
Printwell Printing				
PRINTWEL				
50641	4/13/2017	125.71	0.00	05/02/2017
660-610-519-5560 Printing & copying services				Door hangers for Water
50641 Total:		125.71		
50653	4/13/2017	336.05	0.00	05/02/2017
660-610-519-5560 Printing & copying services				Door hangers for Water
50653 Total:		336.05		
Printwell Printing Total:		461.76		
Sherwin Williams Co				
SHERWINW				
0180-8	4/4/2017	36.18	0.00	05/02/2017
101-420-511-5730 Program supplies				Paint for Shelter House
0180-8 Total:		36.18		
Sherwin Williams Co Total		36.18		
Southwest Oil, Inc.				
SOUTHWE				
9332	4/4/2017	47.20	0.00	05/02/2017
101-410-511-5480 R&M - vehicles				Oil recycle
9332 Total:		47.20		
Southwest Oil, Inc. Total:		47.20		
Sprayer Depot				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
SPRAYDE				
IN282859	2/28/2017	423.06	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Water pumps for Sweeper #1
IN282859 Total:		423.06		
Sprayer Depot Total:		423.06		
Standard Equipment Company				
STANDARD				
C21151	3/27/2017	941.79	0.00	05/02/2017
660-620-519-5480 R&M - vehicles				Hydrant Hose assembly
C21151 Total:		941.79		
C21224	3/31/2017	135.70	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Rocker switch for Sweeper
C21224 Total:		135.70		
C21310	4/5/2017	25.44	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Decal for Sweeper
C21310 Total:		25.44		
C21406	4/5/2017	31.66	0.00	05/02/2017
101-440-513-5480 R&M - vehicles				Nozzles for Sweeper
C21406 Total:		31.66		
Standard Equipment Comp		1,134.59		
Traffic Control & Protection				
TRAFFICC				
89331	4/6/2017	2,403.20	0.00	05/02/2017
101-440-513-5768 Street materials - signs & bar				Stop sign, clips, bracket
89331 Total:		2,403.20		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
89332	4/6/2017	1,672.65	0.00	05/02/2017
101-440-513-5768 Street materials - signs & bar				Barricades, cones
89332 Total:		1,672.65		
Traffic Control & Protectio		4,075.85		
Traffic Guard Direct, Inc.				
TRAFFIC				
7516	4/12/2017	2,217.00	0.00	05/02/2017
205-430-515-5730 Program supplies				Double hinged bollard with base for bike path
7516 Total:		2,217.00		
Traffic Guard Direct, Inc. T		2,217.00		
Tyler Technologies				
TYLERTE				
030-7777	2/28/2017	10,800.00	0.00	05/02/2017
215-000-512-5599 Other contractual				New World Third Party RMS Interface for E911
030-7777 Total:		10,800.00		
Tyler Technologies Total:		10,800.00		
Vulic, Muharem				
VULICMUH				
041917	4/19/2017	2,000.00	0.00	05/02/2017
460-000-561-6350 Sewer Fund				Flood control program
041917 Total:		2,000.00		
Vulic, Muharem Total:		2,000.00		
Ziebell Water Service Product				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
ZIEBELLW				
237089-000	4/12/2017	502.88	0.00	05/02/2017
660-620-519-5793 Water system supplies				Gaskets, trenching shovel
237089-000 Total:		502.88		
Ziebell Water Service Prod		502.88		
Report Total:		76,836.40		

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Air One Equipment				
AIRONE				
121811	4/14/2017	111.80	0.00	04/30/2017
101-350-512-5665 Firefighting supplies				SCBA eye glass kit
121811 Total:		111.80		
Air One Equipment Total:		111.80		
American First Aid Services				
AFAS INC				
49429	4/12/2017	19.90	0.00	04/30/2017
101-350-512-5660 EMS supplies				First aid kit supplies
49429	4/12/2017	19.90	0.00	04/30/2017
101-220-512-5799 Other materials & supplies				First aid kit supplies
49429 Total:		39.80		
American First Aid Service		39.80		
Bakalar, Joshua				
BAKALAR				
REIM040517JBA	4/5/2017	63.75	0.00	04/30/2017
101-300-512-5820 Local mileage, parking & tolls				Reimbursement/Training/Auto
REIM040517JBA Total:		63.75		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Bakalar, Joshua Total:		63.75		
Brozville Graphics				
BROZVILL				
B0074	4/12/2017	75.00	0.00	04/30/2017
101-350-512-5560 Printing & copying services				Business cards
B0074 Total:		75.00		
Brozville Graphics Total:		75.00		
Canon Solutions America, Inc				
CANONSOL				
902560163	3/24/2017	70.44	0.00	04/30/2017
101-240-517-5570 Professional associations				Bond paper for copier
902560163 Total:		70.44		
Canon Solutions America,		70.44		
Chicago Tribune				
CHGOTRIB				
4836167	3/16/2017	89.09	0.00	04/30/2017
101-240-517-5510 Advertising				Legal notice
4836167 Total:		89.09		
Chicago Tribune Total:		89.09		
Classic Design Awards				
CLASSICD				
170638	4/20/2017	95.65	0.00	04/30/2017
101-100-511-5799 Other materials & supplies				Name plates for mayor and trustees

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
170638 Total:		95.65		
Classic Design Awards Tot		95.65		
Fast Signs				
FASTSIGN				
80-51364	4/10/2017	568.50	0.00	04/30/2017
101-240-517-5700 Office supplies				20 Demolition posters
80-51364 Total:		568.50		
Fast Signs Total:		568.50		
FSCI Corporate Office				
FSCI				
2017-203	2/16/2017	190.00	0.00	04/30/2017
101-240-517-5399 Other professional services				7328 Kostner - Sprinkler system
2017-203 Total:		190.00		
2017-204R	2/13/2017	440.00	0.00	04/30/2017
101-240-517-5399 Other professional services				3318 Devon - Sprinkler system
2017-204R Total:		440.00		
2017-225	2/27/2017	205.00	0.00	04/30/2017
101-240-517-5399 Other professional services				4343 Touhy - Fire alarm
2017-225 Total:		205.00		
2017-226	2/27/2017	210.00	0.00	04/30/2017
101-240-517-5399 Other professional services				4343 Touhy - Fire sprinkler
2017-226 Total:		210.00		
2017-313R	2/27/2017	395.00	0.00	04/30/2017
101-240-517-5399 Other professional services				3300 Devon - Kitchen Wet Chem

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
2017-313R Total:		395.00		
2017-61	2/14/2017	5,368.40	0.00	04/30/2017
101-240-517-5399 Other professional services				3401 Northeast Parkway - Fire alarm
2017-61 Total:		5,368.40		
FSCI Corporate Office Tot		6,808.40		
Grainger				
GRAINGER				
9412078165	4/10/2017	69.03	0.00	04/30/2017
101-350-512-5730 Program supplies				Hand sanitizer refills
9412078165 Total:		69.03		
Grainger Total:		69.03		
IL Office-State Fire Marshall, Cashier,Boilers				
ILSFM				
9573213	4/5/2017	490.00	0.00	04/30/2017
101-420-511-5405 R&M - buildings				Boiler inspections
9573213 Total:		490.00		
IL Office-State Fire Marsha		490.00		
Lowe's Business Acc/GECF				
LOWES				
03846	4/19/2017	29.17	0.00	04/30/2017
101-350-512-5799 Other materials & supplies				Batteries, propane tank
03846 Total:		29.17		
07062	4/17/2017	64.72	0.00	04/30/2017
101-350-512-5799 Other materials & supplies				Dust pan, tape, fittings, valves, pipe

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
07062 Total:		64.72		
Lowe's Business Acc/GEC		93.89		
M.A.T.I.S Parts				
MATIS				
2242	4/15/2017	64.00	0.00	04/30/2017
101-350-512-5799 Other materials & supplies				Fuses, oxygen sensors,hand cleaner
2242	4/15/2017	460.37	0.00	04/30/2017
101-350-512-5740 Repair parts				Fuses, oxygen sensors,hand cleaner
2242 Total:		524.37		
M.A.T.I.S Parts Total:		524.37		
Paul Conway Shields				
PAULCONW				
0401996-IN	4/10/2017	85.49	0.00	04/30/2017
101-350-512-5730 Program supplies				Helmet shield
0401996-IN Total:		85.49		
Paul Conway Shields Total		85.49		
Pignato, Michael				
PIGNATO				
REIM041817MPA	4/18/2017	25.94	0.00	04/30/2017
101-300-512-5820 Local mileage, parking & tolls				Reimbursement/Training/Auto/Meals
REIM041817MPA Total:		25.94		
REIM041817MPM	4/18/2017	30.00	0.00	04/30/2017
101-300-512-5840 Meals				Reimbursement/Training/Auto/Meals
REIM041817MPM Total:		30.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Pignato, Michael Total:		55.94		
Printwell Printing				
PRINTWEL				
50531	3/24/2017	60.00	0.00	04/30/2017
101-240-517-5560 Printing & copying services				Business Cards - Community Development
50531 Total:		60.00		
Printwell Printing Total:		60.00		
Russo Power Equipment				
RUSSO				
3877006	4/5/2017	44.99	0.00	04/30/2017
101-440-513-5745 Small tools				Eye shield
3877006 Total:		44.99		
3915763	4/14/2017	389.78	0.00	04/30/2017
205-430-515-5730 Program supplies				Motor, nut, screw for spreader
3915763 Total:		389.78		
Russo Power Equipment T		434.77		
Sam's Club				
SAMSCL				
3432	4/20/2017	33.50	0.00	04/30/2017
101-300-512-5730 Program supplies				Office supplies
3432	4/20/2017	78.98	0.00	04/30/2017
101-300-512-5640 Computer supplies				Office supplies
3432 Total:		112.48		
Sam's Club Total:		112.48		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Sherrill Inc.				
SHERILL				
INV-369452	3/31/2017	309.98	0.00	04/30/2017
101-440-513-5745 Small tools				Pad for Truck #1
INV-369452 Total:		309.98		
INV-370228	4/7/2017	325.32	0.00	04/30/2017
101-440-513-5745 Small tools				Laser pointer, flute, holster pistol for Forestry
INV-370228 Total:		325.32		
Sherrill Inc. Total:		635.30		
The Arthritis Foundation				
THEARTH				
N/A	4/3/2017	500.00	0.00	04/30/2017
205-571-410-4610 Community Center large room				Community Center Safety deposit return
N/A Total:		500.00		
The Arthritis Foundation T		500.00		
The Blue Line				
THEBLUEL				
10632	5/28/2009	199.00	0.00	04/30/2017
101-200-511-5510 Advertising				Comm Ops Recruiting
10632 Total:		199.00		
11492	5/28/2009	199.00	0.00	04/30/2017
101-200-511-5510 Advertising				Police officer listing
11492 Total:		199.00		
14837	2/24/2010	199.00	0.00	04/30/2017
101-200-511-5510 Advertising				Comm Ops Recruiting

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
14837 Total:		199.00		
The Blue Line Total:		597.00		
Thompson Elevator Inspection Service, Inc.				
THOMPSO				
17-0365	2/2/2017	100.00	0.00	04/30/2017
101-240-517-5399 Other professional services				7117 Crawford
17-0365 Total:		100.00		
17-0727	3/8/2017	38.00	0.00	04/30/2017
101-240-517-5399 Other professional services				6666 Lincoln
17-0727 Total:		38.00		
17-0795	3/15/2017	700.00	0.00	04/30/2017
101-240-517-5399 Other professional services				3400 Pratt
17-0795 Total:		700.00		
17-1065	4/4/2017	100.00	0.00	04/30/2017
101-240-517-5399 Other professional services				7384 Lincoln
17-1065 Total:		100.00		
Thompson Elevator Inspec		938.00		
Verizon Wireless				
VERIZON				
9783008797	4/1/2017	90.10	0.00	04/30/2017
101-000-210-2650 Contractor Permits Payable				Machine to Machine 150 MB
9783008797 Total:		90.10		
Verizon Wireless Total:		90.10		

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Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Warehouse Direct				
WAREHOUS				
3429715-0	4/4/2017	61.60	0.00	04/30/2017
101-240-517-5700 Office supplies				Office Supplies
3429715-0 Total:		61.60		
3446924-0	4/14/2017	93.31	0.00	04/30/2017
205-500-515-5700 Office supplies				Office Supplies
3446924-0 Total:		93.31		
3447999-0	4/14/2017	270.47	0.00	04/30/2017
101-210-511-5700 Office supplies				Office Supplies
3447999-0 Total:		270.47		
Warehouse Direct Total:		425.38		
Westmont Auto Parts				
WESTMONT				
15525	3/16/2017	185.42	0.00	04/30/2017
101-300-512-5480 R&M - vehicles				Rotors for Squad #211
15525 Total:		185.42		
Westmont Auto Parts Total		185.42		
Report Total:		13,219.60		

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AUERBACH ARCHITECTS

Sue Auerbach - Resume

EXPERIENCE

1999- PRESENT

Auerbach Architects Chicago, IL

Owner - Architect

- Design new and renovated existing high end residences. Examples include:
  - Gut renovation of homes using solar energy and green technologies.
  - Renovation of historic prairie style home.
  - Extensive Cabinetry for professional hockey player in Oakbrook.
  - Additions to homes throughout the Chicago area
  - Numerous Kitchen renovations and custom cabinetry installations
- Design of 5 restaurants in Chicago and surrounding suburbs
- Design Physical and Occupational Therapy Facilities.
  - Athletico Physical therapy in Chicago, Schaumburg and Willowbrok
  - Occupational Therapy offices in Skokie.
- Renovation of Chicago area high school to increase program for students with special needs.
- Renovation of Chicago private school.
- Design Retail Establishments and Banks

1990-1999

Wheeler Kearns Architects Chicago, IL

Architect

- Project architect for new and renovated existing high end residences in the Chicago area. Examples:
  - Renovation of 4000 sf apartment in Gold Coast area
  - 1000 sf addition to colonial house in Winnetka.
  - New construction of a 4000sf house using geothermal technology in Wisconsin.
- Design team architect for Chicago Children's Museum, Old Town School of Folk Music, Catherine Cook School, Ancona School, and the North Avenue Beach House .

- Project architect for Television News Exhibit at Chicago Children's Museum
- Firm won 1996 Chicago AIA firm of the Year award.

1988-1990 **Solomon, Cordwell, Buenz & Assoc.** Chicago, IL

Architect

- Designed a 4,000 sf. vacation home on the lake in Southwestern Michigan
- Worked on a variety of designs of high rise apartment buildings, retail establishments and parking garages.

1987 **Robert Leathers and Assoc.** Ithaca, NY

Architectural intern and Playground design/builder

- Designed The Clever Hans Bakery in Ithaca NY.
- Facilitated design and construction of several community built playgrounds in NY and Chicago, including a sensory park playground for the NY School for the Blind.
- Foreman on construction of Indian Boundary and Oz Parks in Chicago and Penny Park in Evanston.

EDUCATION

1985-1988 **Yale University** New Haven , CT

- Masters of Architecture

1981-1985 **University of Pennsylvania** Philadelphia, PA

- Bachelors of Arts in Design of the Environment
- Minor in Art History

COMMITTEES AND BOARDS

Plan Commission/Zoning Board of Appeals - Village of Lincolnwood

Campus Planning Committee - Solomon Schechter Day Schools

Art Awareness Instructor – Solomon Schechter Day Schools

LICENSES

Registered architect in the State of Illinois

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BRUCE HELLER
Real Estate Consultant

COLDWELL BANKER COMMERCIAL
NRT

BRUCE D. HELLER

Bruce Heller has a real estate background incorporating Thirty Two (32) years of commercial, leasing and investment brokerage activity. This includes; consulting services, tenant representation, leasing, partnership formation, brokerage and property management.

At age 59 he is a member of; ICSC, REIA, CAR, NICAR and CREC. He is currently on the Board of Directors of NICAR (Northern Illinois Commercial Association of Realtors – the regional commercial real estate trade association) and a former Director of R.E.I.A. (The Real Estate Investment Association) a professional trade association. He is also on the Board of Directors of two (2) condominium associations and formerly of two (2) charitable organizations

With Thirty Two (32) years of brokerage and Nineteen (19) years of property management, Mr. Heller is active in marketing, leasing, managing and consulting. His expertise in commercial real estate includes; the management and brokerage of mid sized and larger multi-family properties, strip style shopping centers and in general, investment grade assets. He has acted, for twenty six years as a Chancery Court Receiver (in Cook, DuPage, Will, Kendall DeKalb and Lake County, Illinois as well as St. Joseph County, Indiana) as well as mortgagee-in-possession managing agent for a variety of local, regional and national institutions.

Bruce has taught courses in Real Estate acquisition(s), analysis, management and syndication in Chicago, New York & Las Vegas as well as at numerous trade association conferences. He has also been a speaker and coordinator for the several Board of Realtors marketing and educational seminars, as well as regional and national trade association functions. He holds a Certified Negotiating Specialist designation.

Mr. Heller is a Senior Elite Broker with Coldwell Banker Commercial, NRT. He has been a top producer, in the Midwest region, consistently over the last Fourteen years. Number one (#1) in the region Four (4) times in that Fourteen year space – most recently the # 1 producer in 2010 and 2011. Prior to joining Coldwell Banker Commercial, NRT - For 11 years Bruce was the managing partner of Cityview Associates, Inc., a regional commercial real estate firm located in Chicago's Lincoln Park neighborhood. The firm handled brokerage assignments across the entire Chicago area marketplace.

For additional information: Bruce Heller
Coldwell Banker Commercial, NRT

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BRUCE D. HELLER

****

April 27, 2017

Mayor Gerald Turry
Village of Lincolnwood
6900 N. Lincoln
Lincolnwood, IL. 60712

RE: Disclosure

Dear Mayor Turry:

As a disclosure, I work as a court appointed Receiver in various Illinois Counties and in the United States Federal court system

Currently I am the Receiver of a four building industrial property in South Holland, Illinois. I have worked on the assignment for approximately two years. The lender is represented by Holland & Knight, LLP.

Historically I understand that Holland & Knight, LLP is the Village's attorney. In the Receivership case, noted above, I did not retain Holland and Knight, LLP. They do not represent me, however, they represent the Plaintiff in the case. I feel that since I have a professional relationship with two attorneys at the firm I need to disclose this information.

Let me know if you need any additional information.

Respectfully submitted,

Bruce Heller
BDH/ab

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Proclamation

WHEREAS, Gerald C. Turry is a distinguished resident of Lincolnwood, Illinois and has dedicated himself to a honorable civic service career in public service to this Village, first as a Trustee from 1995-2005, then as Village President until 2017; and

WHEREAS, Gerald C. Turry, has provided model leadership to the Village of Lincolnwood and has contributed to the vitality of the Village toward a better quality of life for its citizens, and during his tenure as Village President was instrumental in making significant improvements to the Village such as securing grants to install two multi-use recreational trails and a pedestrian overpass bridge, replacement of Village infrastructure including Village parks, water mains and street lights, upgrading the traffic signal at Pratt and Central Avenues, implementing a pilot stormwater management project, streetscape improvements at Touhy and Crawford Avenues, securing a grant for future streetscape improvements on Devon Avenue, reconstruction of Crawford Avenue, developing the Northeast Parkway connector roadway, and creating two Tax Increment Financing Districts; and

WHEREAS, Gerald C. Turry, led the Village to the successful completion of several economic development improvements including, The Carrington at Lincolnwood , new Hyundai and Kia auto dealerships, and new retail establishments including Meatheads, Libanais Sweets, CVS, Binny's Beverage Depot , Illinois Bone and Joint and 90 Miles Cuban Café; and

WHEREAS, Gerald C. Turry's administration worked diligently to bring new improvements and the financial tools necessary to run our Village offices, including the prestigious GFOA Budget and CAFR Awards for ten straight years; and

WHEREAS, Gerald C. Turry, was a driving force behind the implementation of several key ordinances and policies which will help the Village continue to thrive, including an update to the Village's Comprehensive Plan, conducted biennial strategic planning sessions with the Village Board, established a retail overlay district for Touhy Avenue, amended the Village Code to allow restaurant drive-thrus in certain retail areas, bulk regulations for stormwater management and alternate side parking for snow removal; and

WHEREAS, Gerald C. Turry demonstrated leadership which allowed open access to government and inclusion of residents in the decision making process by his work with our Village committees and commissions, appointing new faces who brought new ideas forward.

NOW, THEREFORE, BE IT RESOLVED that the Village of Lincolnwood Board of Trustees do hereby wish Gerald C. Turry all the best towards a well-deserved rest from the demands of public office.

The Village Board furthermore lauds the family of Gerald C. Turry, namely his wife, Nancy and his children Ben, Jenny, and Adam, and son-in law Roger Antonaizzo, for their contributions of support and guidance, as well as their love that sustained him in his work and in his life.

NOW, THEREFORE, BE IT FURTHER RESOLVED that I, Barry Bass, President of the Village of Lincolnwood, along with the Board of Trustees, do hereby proclaim Tuesday, May 2, 2017 as:

Gerald C. Turry Day

In the Village of Lincolnwood.

DATED this 2nd day of May, 2017

ATTEST:

Beryl Herman
Village Clerk

Barry Bass
Village President

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United States District Court

Northern District of Illinois

Judge Marvin E. Aspen

PROFESSIONAL BACKGROUND

DATE OF APPOINTMENT
July 24, 1979

ENTERED ON DUTY
September 4, 1979

JUDICIAL CAREER:

On July 24, 1979, Judge Aspen was appointed by President Carter to the United States District Court for the Northern District of Illinois. On July 1, 1995, he was elevated to Chief Judge. In a 1988 survey of Chicago Litigators, the *Chicago Lawyer* magazine gave Judge Aspen the highest rating of any United States District Judge of the Northern District of Illinois. The *Chicago Lawyer* named Judge Aspen its 1995 Person of the Year.

Judge Aspen is a past member of the Board of the Federal Judicial Center. He has served as a member of the Committee on the Administration of the Bankruptcy System and of the Trial Bar Implementation Committee of the United States Judicial Conference.

He served as Chair of the Committee on Civility of the Seventh Federal Judicial Circuit. This Committee promulgated civility standards that were subsequently adopted by the Seventh Circuit, and by Courts and Bar Associations nation-wide.

Judge Aspen is a recipient of the Center For Public Resources Award for Significant Practical Achievement for Excellence and Innovation for Alternative Dispute Resolutions and Dispute Management. He has received the Northwestern University Alumni Association Award of Merit and an award from the National Center for Freedom of Information Studies (Society of Professional Journalists).

Prior to his appointment to the United States District Court, Judge Aspen served as a Judge of the Circuit Court of Cook County of the State of

Illinois. He was appointed to that position on September 16, 1971, and on November 4, 1974, was elected to a full term. He served five years in the Criminal Division and three years in the Civil Law-Jury Division. As a state trial judge, Judge Aspen served as Chair of the Recent Developments in Criminal Law, Evidence, and New Judges Committees of the Illinois Judicial Conference.

LEGAL PRACTITIONER:

Judge Aspen was an Assistant State's Attorney of Cook County from 1960 through 1963. Thereafter, he joined the staff of the Corporation Counsel of the City of Chicago, where he served as Head of the Appeals and Review Division of that office. He personally handled hundreds of appeals in state and federal courts, including several before the Supreme Court of the United States. Early in 1971, he resigned from the Corporation Counsel's Office and engaged in the private practice of law, specializing in trial and appellate advocacy, prior to his appointment to the state bench.

Judge Aspen was a draftsman for and a member of the Illinois Supreme Court Committee to Revise the Illinois Criminal Code of 1961, Chair of the Associate Rules Committee of the Illinois Supreme Court, Chair of the Illinois Supreme Court Committee on Ordinance Violation Problems, and Vice-Chair of the Illinois Supreme Court Committee on Pattern Jury Instructions in Criminal Cases.

LAW PROFESSOR:

For nearly three decades Judge Aspen has taught courses in evidence, criminal law, trial technique and municipal law at Northwestern University School of Law. In 1992, he was named the Edward Avery Harriman Adjunct Professor of Law by Northwestern University School of Law. He has lectured at judicial conferences and trial advocacy programs both in the United States and abroad. Subjects have included judicial management, trial bar rules, continuing legal education and complex litigation.

He has planned and participated in legal seminars at, among other schools, Harvard University, Emory University, University of Florida, Oxford University (England), University of Bologna (Italy), Nuremberg University (Germany), University of Cairo (Egypt), University of Zimbabwe, University of Malta, University of the Philippines, University of Madrid (Spain). He has served as Chair of the Advisory Board of the Institute of Criminal Justice of the John Marshall Law School and as a member of the Georgetown University Law Center Project on Plea Bargaining in the United States. Judge Aspen also has been a frequent

faculty member of the National College of the State Judiciary, University of Nevada (Reno) and the National Institute for Trial Advocacy (Colorado). Judge Aspen has served on a special faculty (composed of British and American lawyers and judges) for the NITA Advanced Trial Advocacy Program, which introduces British trial techniques to experienced American Litigators. Judge Aspen has also served on a special faculty (composed of Scottish and American lawyers and judges) for an American Bar Association program, which is designed to acquaint Scottish lawyers with modern litigation and technology.

Judge Aspen has written extensively on numerous legal subjects. His publications include five books and over two dozen articles.

PROFESSIONAL ACTIVITIES:

American Bar Association:

Judge Aspen is a past member of the Board of Governors. He is a member of the ABA Journal Board and of the House of Delegates. Judge Aspen is President of the American Bar Association Museum and a member of the Board of the American Bar Foundation. He is past Chair of the Executive Committee of the National Conference of Federal Trial Judges (Judicial Administration Division). He has served as member of the Councils of both the Section of Litigation and the Section of Criminal Justice, and as Chair of the Section of Criminal Justice Committee Rules of Criminal Procedure. He was a member of the Editorial Board of the Section of Criminal Justice Magazine, *Criminal Justice.* He is past Co-Chair of the Liaison with the Judiciary Committee of the Section of Litigation. He has served as a member of the Jury Comprehension Study Committee of the Section of Litigation and has participated in Section programs throughout the country.

Chicago Bar Association:

Judge Aspen has served as a member of the Board of Managers of the Chicago Bar Association, as Chair of the Criminal Law Committee, and as a member of the Board of Editors of the *Chicago Bar Record*. He has been a member of the Chicago Bar Association's Special Commission on Criminal Justice, Committee on Committees, Committee on Continuing Legal Education, Committee on Development of Law, and Committee on Civil Disorder.

Illinois State Bar Association:

Judge Aspen has served as Chair of the Public Relations, Corrections, Fair Trial/Free Press and Criminal Law Committees. He has been a

member of several other Committees.

American Inns of Court:

Judge Aspen is a member of the Board of Trustees of the American Inns of Court Foundation. He is one of the organizers and past president of the Northwestern University School of Law American Inns of Court Chapter.

Other Activities:

Judge Aspen was a member of the Federal Bar Examination Committee of the National Conference of Bar Examiners. He has served as a Commissioner of the Illinois Law Enforcement Commission and the Governor's Advisory Commission on Criminal Justice. Judge Aspen has been a member of the Cook County Board of Corrections and the Board of the John Howard Association.

Judge Aspen is past president of the Northwestern University School of Law Alumni Association. He has served as a member of the Visiting Committee of the University of Chicago Law School and the Northwestern University School of Law, and is currently a member of the Visiting Committee of the Northern Illinois University School of Law. He is Chair of the Advisory Committee for Short Courses (Post Law School Educational Program) at Northwestern University School of Law.

EDUCATION

Judge Aspen earned a B.S. in sociology from Loyola University in Chicago. He received his J.D. from Northwestern University School of Law in 1958. He served as a law clerk for the United States Department of Justice in Washington, D.C., and for the Judge Advocate General Section of the United States Army.

PERSONAL:

Born:
July 11, 1934

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 1**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County (SWANCC)

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The attached resolution establishes Village Manager Timothy C. Wiberg as the Director and establishes Barry Bass, Village President, as its Alternate Director commencing May 2, 2017 and expiring April 30, 2019 or until his successor is appointed.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Resolution

RECOMMENDED MOTION:
Move to approve the Resolution appointing a director and alternate director to the Solid Waste Agency of Northern Cook County (SWANCC).

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION APPOINTING A DIRECTOR AND AN ALTERNATE DIRECTOR TO THE BOARD OF DIRECTORS OF THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

WHEREAS, the Village is a member of the Solid Waste Agency of Northern Cook County (***"SWANCC"***); and

WHEREAS, pursuant to the agreement establishing SWANCC (***"Agreement"***), SWANCC is to be governed by a Board of Directors that is composed of certain elected or administrative officials of the municipalities that are members of SWANCC; and

WHEREAS, the Agreement provides that each member municipality of SWANCC is entitled to appoint a Director and at least one Alternate Director to the SWANCC Board of Directors; and

WHEREAS, the Village President and Board of Trustees has determined that it will serve and be in the best interests of the Village to appoint a Director and an Alternate Director to the SWANCC Board of Directors;

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. APPOINTMENT OF DIRECTOR AND ALTERNATE DIRECTOR. The President and Board of Trustees hereby appoint Timothy C. Wiberg, Village Manager, as Director to the SWANCC Board of Directors, and Barry Bass, Village President, as Alternate Director to the SWANCC Board of Directors, each for the period through and including April 30, 2019, or until their respective successors are appointed.

SECTION 3. DELIVERY OF RESOLUTION. The Village Clerk is hereby authorized and directed to deliver certified copies of this Resolution to the Executive Director of SWANCC, 2700 Patriot Boulevard, Suite 110, Glenview, Illinois 60026.

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]

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PASSED this ___ day of _____, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2017.

_____
Barry Bass, President
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

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 2**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Illinois Municipal Retirement Fund (IMRF) Board of Trustees recently passed a Resolution requiring communities to certify elected officials' participation in IMRF. The Village of Lincolnwood is now required to affirm that the position of Village President meets the IMRF hourly standard of 600 hours annually. The Village must pass a Resolution every two years certifying that the Village President is eligible to participate in IMRF.

The Village President was first authorized by Village Resolution for IMRF participation effective May 1, 1985. To maintain this position's eligibility the Village will need to approve the attached Resolution by September 1, 2017.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Special Memorandum #337 from IMRF

RECOMMENDED MOTION:
Move to approve a Resolution relating to participation by elected officials in the Illinois Municipal Retirement Fund.

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A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64 (Rev. 03/17) **(Income tax information can be found on the reverse side of this resolution)**

PLEASE ENTER Employer IMRF I.D. Number

RESOLUTION

Number _____

WHEREAS, the _____
EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 600 hours or more per year; and
600 OR 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;*

NOW THEREFORE BE IT RESOLVED that the _____
BOARD, COUNCIL, ETC.

finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED

CERTIFICATION

I, _____, the _____
NAME CLERK OR SECRETARY OF THE BOARD

of the _____ of the County of _____,
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its _____ at a meeting duly
BOARD, COUNCIL, ETC.

convened and held on the _____ of _____ 20_____.
DAY MONTH YEAR

_____
SIGNATURE CLERK OR SECRETARY OF THE BOARD

** Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).*

Illinois Municipal Retirement Fund
2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337
Employer Only Phone: 1-800-728-7971
www.imrf.org

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2211 York Road, Suite 500 Oak Brook, IL 60523-2337 1-800-728-7971 (Employers)

www.imrf.org

SPECIAL MEMORANDUM #337

Date: **March 3, 2017**

To: **Authorized Agents of Employers with Compensated Elected Officials Participating in IMRF**

Subject: **IMRF Board Resolution 2017-02-13 for Elected Officials' Participation in IMRF**

The IMRF Board of Trustees has adopted Board Resolution 2017-02-13, requiring recertification of IMRF eligibility every two years for all elected positions.

This new Board rule requires all governing bodies of units of government with elected positions participating in IMRF to pass new resolutions re-affirming that the positions meet the IMRF hourly standard (either 600 or 1,000 hours per year). Hours spent at meetings, preparing for meetings, in the office, and actually conferring with constituents are counted as performance of duty and may be included in the IMRF hourly standard. Hours spent on-call or otherwise informally available to constituents ***do not*** count as performance of duty and should not be included in the IMRF hourly standard.

Regardless of the date of any existing IMRF resolution regarding eligibility of elected officials, a recertifying resolution must be passed by your employer's governing body before September 1, 2017. The governing body may use IMRF Form 6.64, "A Resolution Relating to Participation by Elected Officials in The Illinois Municipal Retirement Fund" (enclosed), or your governing body may draft and adopt its own resolution that is consistent with IMRF Form 6.64. After the resolution is adopted, it must be filed with IMRF. If IMRF does not receive a recertification, the unit of government's elected officials will no longer be eligible to participate in IMRF and will be administratively terminated by IMRF.

This IMRF Board rule was adopted because of issues related to the difficulty of determining how many hours of duty an elected position requires. Previously, IMRF required no recertification of eligibility for elected positions. If the governing body adopted a resolution for an elected position, any person holding the position could participate in IMRF, regardless of the date the resolution was passed. After IMRF began conducting employer audits, it became clear that many of the resolutions for elected positions on file with IMRF were no longer accurate statements of the hours required for the position.

The IMRF Board adopted its new rule requiring recertification of IMRF eligibility for elected positions for several reasons. First, the recertification process will give governing bodies the opportunity to review the IMRF eligibility rules that will ultimately aid their unit of government with compliance and avoid costly mistakes in enrollment. Additionally, recertification will streamline the IMRF audit process because IMRF's auditors will be able to rely on the accuracy of the recertification without requiring additional documentation. Finally, recertification will take into account modernization and legislative enactments as it recognizes that required hours of duty of an elected position can—and do—change over time as technology and legal requirements evolve.

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To comply with Board Resolution 2017-02-13, **all governing bodies with elected officials participating in IMRF must adopt the initial recertification before September 1, 2017, and file it with IMRF**. Afterward, the process of recertifying and filing the resolution should take place every two years. ***Failure to recertify will end IMRF eligibility for any elected position not recertified.***

Contact IMRF with questions

If you have questions about your elected officials' participation in IMRF, please contact IMRF's General Counsel, Kathy O'Brien, at 630-368-5352.

Sincerely,

Louis W. Kosiba
Executive Director

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 3**

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Adopting Prevailing Wages Effective May 1, 2017 for the State of Illinois Prevailing Wage Act

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The State of Illinois Prevailing Wage Act requires the Village to ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics, and other workers performing contracted public works construction for the Village. In so doing, contractors of public works projects coming under the jurisdiction of the Village must be paid at least the same prevailing rates of wages for contracted construction work being performed in the Cook County area.

With the adoption of this proposed Resolution for payment of prevailing wages any and all contracted public works construction undertaken by the Village shall be paid at the prevailing rates for construction work in the Cook County area. The most recent update to the prevailing wages for Cook County was completed in July, 2015. A copy of the rates is attached.

This proposed Resolution will satisfy the requirements of the Prevailing Wage Act. A copy of this Resolution will be forwarded to the Illinois Department of Labor and a required legal notice will be published in a local newspaper.

FINANCIAL IMPACT:
None.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Cook County Prevailing Wages for July, 2015

RECOMMENDED MOTION:
Move to approve a Resolution adopting prevailing wages effective May 1, 2017 as required by the Illinois Prevailing Wage Act.

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES IN THE VILLAGE OF LINCOLNWOOD

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* (***"Act"***); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; 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 adopt this Resolution;

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. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of July 2015, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department's July 2015 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. 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]

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PASSED this ___ day of _____, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2017.

_____
Barry Bass, President
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

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Exhibit A

Illinois Department of Labor Prevailing Wages for Cook County
July 2015

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
TUCKPOINTER		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 Turnatrailers 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 Turnatrailers or turnapulls 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".

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 4**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance in Case #ZB-03-17 to Approve a Special Fence and Certain Variations from the Zoning Code to Permit a Wrought Iron Fence in the Designated Front Yard and Corner Lot Side Yard at 7117 North Crawford Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Stuart Kalman, Petitioner, on behalf of Lincolnwood Jewish Congregation, property owner of 7117 North Crawford Avenue, seeks Special Fence approval and Zoning Variations to install a six-foot-tall wrought iron fence along their south property line (fronting West Estes Avenue), west property line (fronting North Crawford Avenue), north property line (fronting West Fitch Avenue), and two forty-foot segments along their east property line at the northeast and southeast corners of the property. The fence is proposed to be gated at three secondary sidewalk entrances to the building and at the two vehicular entries to the parking lot. The landscape feature at the northwest corner of the property will not be fenced. The main pedestrian entry from the Crawford Avenue sidewalk will be secured with two bollards. The fence is intended to provide additional security in light of recent threats specifically made to similar Jewish houses of worship across the country.

Wrought iron fences are considered "open" fences. The Zoning Code encourages the use of this type of fence as a preferable means for residents and businesses to achieve safety, privacy, and aesthetics on their property. Wrought iron fences are permitted in both the Rear Yard and Interior Side Yard up to six feet in height. However, like all fences, they are not permitted in the designated Front Yard or in the area between the principal building and the Corner Side Yard property line. In addition, as the property meets the definition of a "Through Lot", owing to its configuration with frontage on two nonintersecting streets (that are substantially parallel), special approval for fences on both street frontages is necessary. The proposal is for a six-foot wrought iron fence located along the property line on all three street frontages and along a portion of the Side property line. The property is within the R-3, Residential Zoning District, and is adjacent to, and across the street from, single-family residences.

Requested Zoning Action
The Petitioner seeks Special Fence approval and two Zoning Variations necessary to install the proposed six-foot wrought iron fence on three street frontages and a portion of the side property line at 7117 North Crawford Avenue. The requested Zoning relief includes:

1. **Special Fence** approval to allow parallel fences on the Front and Rear property lines of a Through Lot (Zoning Code Section 3.13(8);
2. **Variation** to allow a fence in the Front Yard, where fences are prohibited (Zoning Code Section 3.13(9)c); and
3. **Variation** to allow a fence in the Corner Lot Side Yard Setback, in front of the street façade of the principal building (Zoning Code Section 3.13(9)e).

Public Hearing
The Zoning Board of Appeals held a Public Hearing at their April 19, 2017 meeting. Petitioner Stuart Kalman testified that while the fence is intended to provide security along the property lines, the Congregation is not intending on making the property a fortress. The request is more a visual deterrent than a solid barrier. He noted the Congregation has worked with the Department of Homeland Security on a review of their property, and has worked with FEMA, who has offered grants to houses of worship for security purposes. Finally, Mr. Kalman noted the Congregation would like to make this deterrent as aesthetically pleasing as possible.

Commissioner Nickell accepted the security issue and the desire to alleviate concerns. He inquired, however, if an aluminum or metal fence such as proposed would be enough to stop someone intent on doing harm. Mr. Kalman reiterated that they are concerned about aesthetics and about a visual deterrent more than stopping every possible security threat. Commissioner O'Brien noted that the landscaping on the Fitch Avenue frontage is very nice and is adjacent to nice front yards to the east. She wondered about the importance of that area of fencing.

Commissioner Halevi inquired what precedent approving a request would set. Staff noted that in the residential zoning district, the only other non-residential uses would primarily be schools, religious uses, and Village parks, so the impact would be limited to those types of uses.

The Plan Commission opened the hearing to testimony from the public.

Georgia Talaganis, 3955 West Estes Avenue, stated the Synagogue has been a good neighbor, and her only concern is the height of the fence. She pointed out she believes the fence at the School District property to the south is only about four feet in height and felt that six feet was too high. She inquired with the ZBA and the Petitioner if a compromise of five feet in height would be acceptable. The Petitioner agreed that they could reduce their request to five feet in height and the ZBA also favored the height reduction.

No other testimony from the public was received.

Zoning Board of Appeals Recommendation
The Zoning Board of Appeals considered the requested Zoning relief, including: 1) Special Fence approval to allow parallel fences on a Through Lot; 2) Variation to allow a fence in the designated Front Yard; and 3) Variation to allow a fence in the Corner Lot Side Yard setback.

By a unanimous vote (5-0), the Zoning Board of Appeals recommends approval of the requested Zoning relief, subject to the condition that the maximum permitted fence height be five feet in all locations.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance
2. April 19, 2017 ZBA Minutes Excerpt (Draft)
3. April 19, 2017 Staff Report to ZBA
4. Special Fence and Variation Applications
5. Responses to Special Fences Standards
6. Pertinent Village Code Sections
7. Plat of Survey
8. Fence Specification and Photo Example
9. Photos of Subject Property

RECOMMENDED MOTION:

Move to approve an Ordinance pertaining to a Special Fence and certain Variations of the Zoning Code needed in order to allow a five-foot-tall wrought iron fence along the property lines of West Fitch Avenue, North Crawford Avenue, and West Estes Avenue and two forty-foot segments along the East property line at 7117 North Crawford Avenue.

Return to VB Agenda

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-_____

AN ORDINANCE GRANTING SPECIAL FENCE APPROVAL AND VARIATIONS FOR THE INSTALLATION OF A PERIMETER FENCE
(7117 North Crawford Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF MAY, 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 May, 2017

_____
Village Clerk

#50920917_V3

AN ORDINANCE GRANTING SPECIAL FENCE APPROVAL AND VARIATIONS FOR THE INSTALLATION OF A PERIMETER FENCE
(7117 North Crawford Avenue)

WHEREAS, the Lincolnwood Jewish Congregation AGBI (***"Owner"***) is the record title owner of that certain property located in the R-3 Residential District (***"R-3 District"***), commonly known as 7117 North Crawford Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is improved with a brick and masonry religious institutional structure, a storage shed, and a parking lot with a guard rail on its east side; and

WHEREAS, pursuant to Section 2.02 of "The Village of Lincolnwood Zoning Ordinance," as amended (***"Zoning Ordinance"***), a through lot is a lot having lot lines on two nonintersecting streets; and

WHEREAS, pursuant to Sections 2.02 and 3.13(8) of the Zoning Ordinance, a through lot fence is one that that is on both of the parallel, street-fronting lot lines of a through lot; and

WHEREAS, pursuant to 3.13(8) of the Zoning Ordinance, through lot fences may not be installed, except upon approval by the Village Board of Trustees of a "special fence" authorization; and

WHEREAS, the Property is a through lot with parallel, street-fronting lot lines on both Fitch and Estes Avenues (collectively, the ***"Through Lot Frontages"***); and

WHEREAS, the Owner desires to install a wrought iron fence along each of the Through Lot Frontages (***"Proposed Through Lot Fence"***); and

WHEREAS, pursuant to Section 3.13(9)(c) of the Zoning Ordinance, fences may not be installed in front yards; and

WHEREAS, the Owner desires to construct a wrought iron fence in the front yard of the Property, along the street frontages abutting Crawford Avenue and Estes Avenue and along the lot line abutting the property commonly known as 3946 West Estes Avenue in the front yard of the Property (***"Proposed Front Yard Fence"***), all in violation of Section 3.13(9)(c) of the Zoning Ordinance; and

WHEREAS, pursuant to Sections 2.02 of the Zoning Ordinance, a corner lot is a lot for which the front line and at least one side lot line each abut the right-of-way of two or more streets; and

WHEREAS, pursuant to Section 3.13(9)e of the Zoning Ordinance, fences installed on a corner lot must be aligned with the front-facing façade or any other street-facing façade of the principal building; and

WHEREAS, the Property is a corner lot, with the front lot line abutting Estes Avenue and the side lot line abutting Crawford Avenue; and

WHEREAS, the Owner desires to construct a wrought iron fence in the corner lot side yard street frontage abutting Crawford Avenue (***"Proposed Corner Lot Side Yard Fence"***), in violation of Section 3.13(9)(e) of the Zoning Ordinance; and

WHEREAS, in order to install the Proposed Through Lot Fence, the Proposed Front Yard Fence, and the Proposed Corner Lot Side Yard Fence (collectively, the ***"Proposed Fences"***) on the Property, Stuart Kalman (***"Applicant"***), on behalf of the Owner, has filed an application for: (i) special fence approval pursuant to Section 3.13(8) of the Zoning Ordinance; and (ii) variations from the front yard fence and corner lot side yard fence regulations set forth in Sections 3.13(9)c and 3.13(9)e of the Zoning Ordinance (collectively, the ***"Requested Relief"***); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("***ZBA***") of the Village of Lincolnwood to consider approval of the Requested Relief was duly advertised in the *Lincolnwood Review* on March 30, 2017 and held on April 19, 2017; and

WHEREAS, on April 19, 2017, the ZBA made findings and recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Relief meets the required standards for special fence authorizations and variations, as set forth in Sections 3.13(8) and 3.13(24) and Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES 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. SPECIAL FENCE AUTHORIZATION. In accordance with and pursuant to Section 3.13(8) and Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Village President and Board of Trustees hereby grant special fence authorization to permit the installation of the Proposed Through Lot Fence on the Property.

SECTION 3. APPROVAL OF REQUESTED VARIATIONS. In accordance with and pursuant to Section 3.13(24) and Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Village President and Board of Trustees hereby grant the following variations from the Zoning Ordinance for the Property:

A. Front Yard Fence. A variation from Section 3.13(9)(c) of the Zoning Ordinance to allow for the installation of the Proposed Front Yard Fence on the Property.

B. Corner Lot Side Yard Fence. A variation from Section 3.13(9)(e) of the Zoning Ordinance to allow for the installation of the Proposed Corner Lot Side Yard Fence on the Property.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section 2 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Fences and the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the construction, development, use, operation, and maintenance of the Proposed Fences and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Fences and the Property must comply with that certain plan consisting of seven sheets and prepared by the Applicant, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B** (***"Plan"***).

C. Maximum Height of the Proposed Fences. No portion of the Proposed Fences may be taller than five feet.

D. Limitation of Requested Relief. The special fence authorization and the variations granted in Sections 2 and 3 of this Ordinance apply and are limited only to the Proposed Through Lot Fences on Fitch and Estes Avenues, the Proposed Front Yard Fence on Crawford Avenue, Estes Avenue, and lot line abutting the property commonly known as 3946 West Estes Avenue, and the Proposed Corner Lot Side Yard Fence on Crawford Avenue, as depicted in the Plan. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Proposed Fences or the Property without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.

E. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Owner, the Applicant, and each of their heirs, representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 and 3 of this Ordinance unless they first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-3 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8. 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 9. EFFECTIVE DATE.

A. This Ordinance will become effective only upon the occurrence of all of the following events:

1. Passage by the Village President and Board of Trustees in the manner required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner or the Applicant not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this _____ day of May, 2017.

AYES: _____

NAYS:_____

ABSENT:_____

ABSTENTION:_____

APPROVED by me this _____day of _____, 2017.

_____
Barry Bass, President
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

LEGAL DESCRIPTION OF THE PROPERTY

LOT "A" OF CONSOLIDATION OF LOTS 20 TO 28 BOTH INCLUSIVE (EXEMPTING THEREFROM THE WEST 7 FEET THEREOF TAKEN FOR WIDENING OF CRAWFORD AVENUE) AND ALL OF LOT 29 AND THE VACATED 16 FOOT ALLEY LYING EAST OF AND ADJOINING SAID LOTS 24 TO 28 BOTH INCLUSIVE, AND WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 29 AND NORTH OF THE SOUTH LINE OF SAID LOT 29 EXTENDED WEST AND SOUTH OF THE SOUTH LINE OF FITCH AVENUE, ALL IN BLOCK 1 IN ENGEL AND BECKER'S KENILWORTH AVENUE SUBDIVISION OF THE SOUTH 20 ACRES OF THE NORTH 30 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

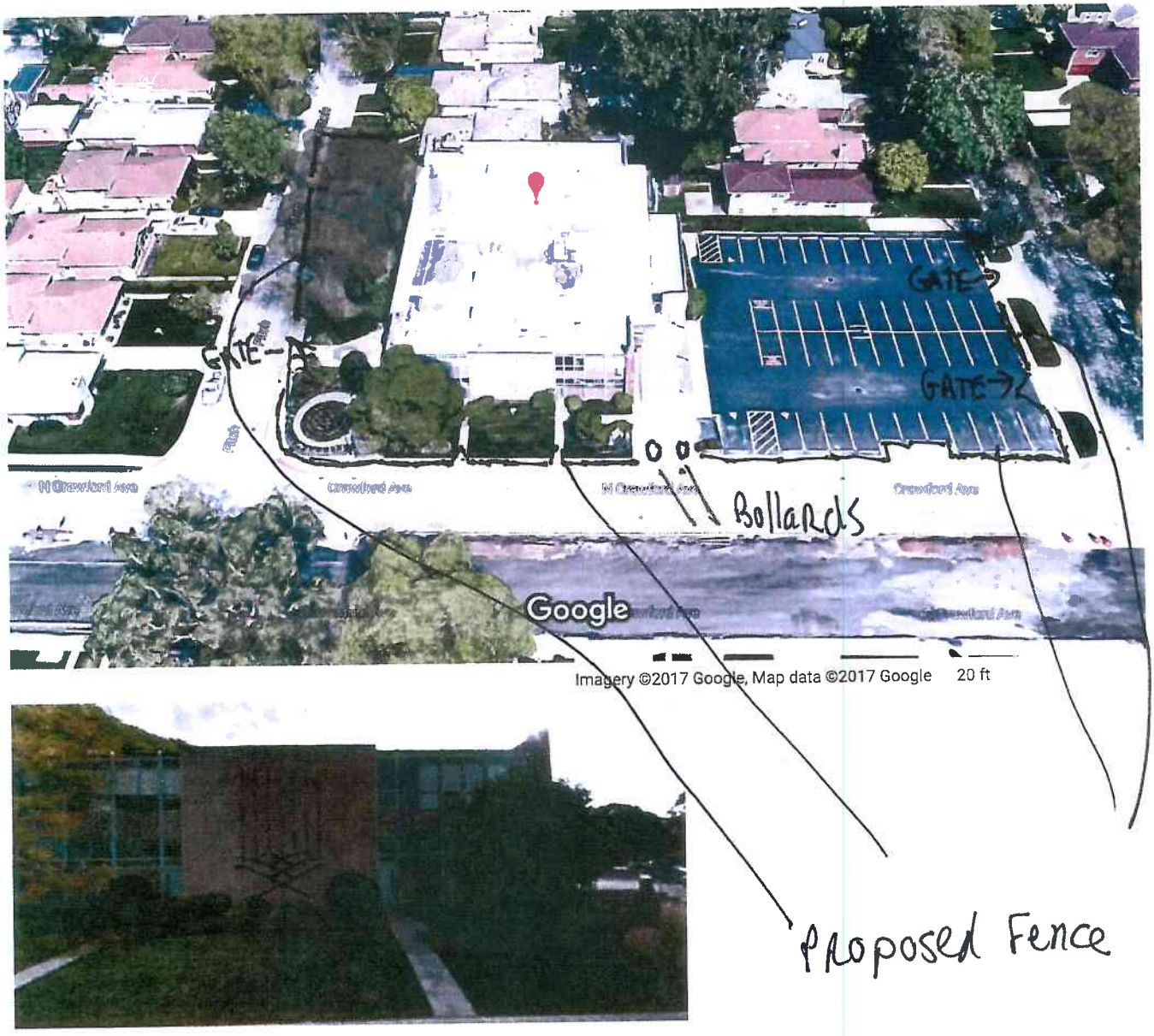
Commonly known as: 7117 North Crawford Avenue, Lincolnwood, Illinois.

PIN: 10-35-102-046-0000

EXHIBIT B

PLAN

Google Maps 7117 N Crawford Ave



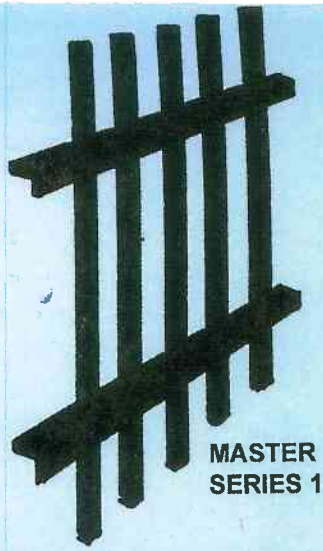
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Lincolnwood, IL 60712



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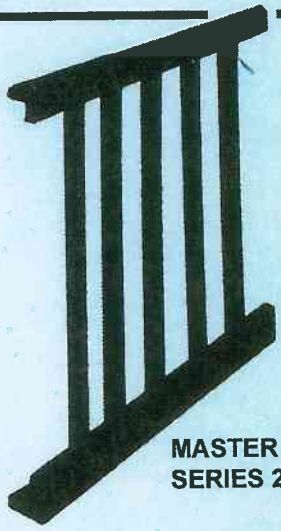
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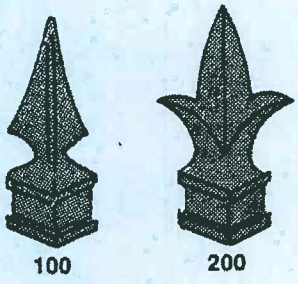
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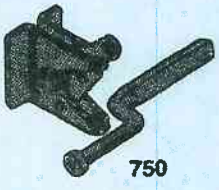


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200



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750



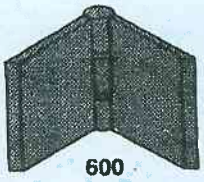
700



300



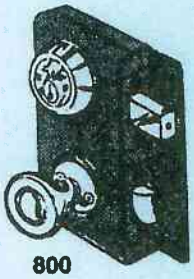
400



600



850



800

Google Maps 7127 Crawford Ave



Image capture: Oct 2016 © 2017 Google

Lincolnwood, Illinois

Street View - Oct 2016

NORTHWEST Side of building
Facing Crawford

Google Maps 7117 Crawford Ave



Image capture: Oct 2016 © 2017 Google

Lincolnwood, Illinois

Street View - Oct 2016

West Facing View To South Facing Crawford Ave.

Google Maps Crawford Ave



Image capture: Oct 2016 © 2017 Google

Lincolnwood, Illinois

Street View - Oct 2016

View from corner of Crawford + Estes

Google Maps 3946 W Estes Ave



Image capture: Jul 2011 © 2017 Google

Lincolnwood, Illinois

Street View - Jul 2011

View From Estes
Facing NW

Google Maps [redacted]



Image capture: Jul 2011 © 2017 Google

Lincolnwood, Illinois

Street View - Jul 2011

North Side of building
Facing Fitch St.

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lincolnwood, Illinois (*"**Village**"*):

WHEREAS, the Lincolnwood Jewish Congregation AGBI (*"**Owner**"*) is the record title owner of that certain property located in the R-3 Residential District, commonly known as 7117 North Crawford Avenue, in the Village (**"*Property*"**); and

WHEREAS, Ordinance No. 2017-_____, adopted by the Village President and Board of Trustees on _____, 2017 (*"**Ordinance**"*), grants special fence authorization and variations from "The Village of Lincolnwood Zoning Ordinance" to permit Stuart Kalman (***"Applicant"***) to install a perimeter fence on the Property; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant have filed, within 30 days following the passage of the Ordinance, their unconditional agreement and the Applicant have consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner and the Applicant do hereby agree and covenant as follows:

1. The Owner and the Applicant do hereby unconditionally agree to, accept, consent to, and will abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of special fence approval and variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.

4. The Owner and the Applicant hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting special fence approval and the variations for the Property.

Dated: _____, 2017

ATTEST: **THE LINCOLNWOOD JEWISH CONGREGATION AGBI**

_____ By:_____
Its:_____

ATTEST: **STUART KALMAN**

_____ By:_____
Its:_____

Return to VB Agenda

***DRAFT* MEETING MINUTES OF THE**
ZONING BOARD OF APPEALS
APRIL 19, 2017 – 7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60712

MEMBERS PRESENT:
Paul Grant
Jean Ikezoe-Halevi
Martina Keller
Christopher Nickell
Kathy O'Brien

MEMBERS ABSENT:
Chairman Herbert Theisen
Kirill Vorobeychik

STAFF PRESENT:
Steve McNellis, Community Development Director
Douglas Hammel, AICP, Community Development Manager

I. Call to Order

II. Pledge of Allegiance

Development Director McNellis noted a quorum of five members and called the meeting to order at 7:00 p.m.

III. Approval of Minutes

Motion to approve the March 15, 2017 meeting minutes was made by Commissioner Grant and seconded by Commissioner Ikezoe-Halevi.

Aye: Grant, Ikezoe-Halevi, Keller, Nickell, and O'Brien
Nay: None
Motion Approved: 5-0

DRAFT

IV. Case #ZB-03-17: Public Hearing – 7117 North Crawford Avenue – Fence Variations and Special Fence Approvals

Acting Chairman O'Brien announced Case #ZB-03-17 and swore in the Petitioners, Mr. Stuart Kalman and Mr. Steve Kramer on behalf of the Lincolnwood Jewish Congregation.

Development Director McNellis outlined the request for Special Fence approval and Fence Variations to install a new six-foot-tall wrought iron fence at 7117 North Crawford Avenue in the R-3, Residential Zoning District. Religious institutions are a permitted use in the R-3 District on property that is greater than a half-acre in size.

Currently, there is no fencing on the property, with the exception of a one-foot to two-foot-high chain between the parking entrances on West Estes Avenue. The proposed fence will be installed along three street frontages and a portion of the Rear and Front side yards. The proposed fence is considered an "open fence". The Village Code deems wrought iron fences as a preferred fence type. Examples of the proposed fence and locations were shown for review.

Development Director McNellis detailed the requested zoning relief. Special Fence approval is required for parallel fences on Through lots, which is defined as a lot on two non-intersecting streets, that are substantially parallel. The lot in question is three-sided and, without Special Fence approval, a fence would only be allowed on West Estes OR West Fitch Avenues.

A Variation for a Front Yard Fence is being requested. A Front Yard is defined as the area between a Front Lot Line and the front of the building. The Village Code prohibits fencing in a Front Yard.

A Variation for Corner Lot Side Yard Fence is being requested as a Corner Lot Side yard fence shall be aligned with the street-facing façade of the principal building, and the proposed fence is in front of the street façade of the building, at the property line on West Crawford Avenue.

The Standards for Granting Variations and Granting Standards for Special Fences were presented for review and the ZBA reminded that they should determine whether or not the Petitioner has met the practical difficulty or hardship criteria.

Development Director McNellis noted there were no comments received from the public prior to this Hearing.

Mr. Kalman explained that houses of worship, particularly synagogues, have been the focus of threats of attack over the last several years. Mr. Kalman stated their synagogue has had some incidents in the past and have taken steps to protect their windows and doors. The Department of Homeland Security did a security review of the premises and recommended a couple of areas where they should beef up their security. FEMA has offered grants to houses of worship, synagogues in particular, to do some exterior hardening. Mr. Kalman said they do not want to make their building a fortress, but will need to protect their building from any future threats. It is their hope that the fence will protect their building in case a vehicle drives over the curb and into the building. The fence will be aesthetically pleasing and would benefit the neighbors by making the area safer. Mr. Kalman stated that there is a real need for this additional security. New cameras and new exterior lighting will also be added. Bollards will be added to the front of the building on the Crawford Avenue side.

Commissioner Nickell confirmed with Mr. Kalman that the fence would be aluminum and not wrought iron. Commissioner Nickell stated that he was concerned the aluminum would not be

sufficient as a security measure whereas wrought iron would be a sturdier material. Mr. Kalman felt the aluminum fence would be sufficient. Mr. Kalman further stated that posts will be placed at regular intervals and the height of the fence will be a visual deterrent. They are trying to balance safety with aesthetics. Mr. Kalman said their goal is to have the building to be open and welcoming and not look like a fortress. Commissioner Nickell inquired if they had enough on-site parking where they could add some perimeter landscaping around the parking lots along Crawford and Estes Avenues. Mr. Kalman replied no additional landscaping is being proposed.

Acting-Chairman O'Brien asked if the fence along Fitch Avenue is important to their security plan, as the landscaped area currently looks very nice. Mr. Kalman explained that there is currently no barrier along Fitch Avenue; just some shrubbery at the building line. This is an open grass area that leads all the way up to the building.

Commissioner Ikezoe-Halevi asked Development Director McNellis if there were threats directed at any other buildings in Lincolnwood. Development Director McNellis answered that he was not aware of any. Additionally, Commissioner Ikezoe-Halevi asked Development Director McNellis if these Variations and Special Fence approval were granted, what other buildings could ask for these types of requests. Development Director McNellis answered that typically, the only non-residential uses found in a residential district are religious institutions, schools, and parks. The school has this type of fence around three sides of the building, as do some parks. There is a limited amount of institutions who could request this type of relief.

Acting-Chairman O'Brien asked if there was anyone in the audience who would like to address the Zoning Board regarding this Public Hearing. Below are comments from the public.

Ms. Georgia Talaganis, 3955 West Estes Avenue, said the Lincolnwood Jewish Congregation have been wonderful neighbors but was concerned with the height of the fence. The school fence along Crawford Avenue is four-feet tall and a six-foot-tall fence would be too imposing. Ms. Talaganis asked is a compromise could be reached by installing a five-foot-tall fence instead.

Acting-Chairman O'Brien asked if a five-foot fence would be acceptable to the Congregation. Mr. Kalman replied that would be acceptable. Their goal is to make the fence as low as possible but still keep the protection.

Development Director McNellis asked the Commissioners to consider if they felt that the Standards for Granting Variations and Granting Standards for Special Fences were met. If so, they should note this language in the motion.

Acting-Chairman O'Brien asked if there was anyone else in the audience who would like to address the Zoning Board regarding this Public Hearing. Let the record state that no one came forward.

Motion to approve the request for Special Fence approval and Fence Variations to install a new five-foot-tall wrought iron fence at 7117 North Crawford Avenue, with the hardship Standards

for Granting Variations and for Special Fences having been met, was made by Commissioner Grant and seconded by Commissioner Ikezoe-Halevi.

Aye: Grant, Ikezoe-Halevi, Keller, Nickell, and O'Brien
Nay: None
Motion Approved: 5-0

VI. Other Business

Commissioner Ikezoe-Halevi announced that this meeting would be her last as a member of the Zoning Board of Appeals. Commissioner Ikezoe-Halevi is resigning to assume her new position as a Trustee of the Village of Lincolnwood as of May 2, 2017. Commissioner Ikezoe-Halevi thanked Mayor Turry, the late Jerry Malkin, past and present members of the Zoning Board of Appeals, Steve McNellis, and Aaron Cook for all of their good work.

VII. Next Meeting

The next meeting of the Zoning Board of Appeals is scheduled for Wednesday, May 17, 2017.

VIII. Public Comment

Acting-Chairman O'Brien asked if there was anyone in the audience who would like to address the Zoning Board. Let the record state that no one came forward.

IX. Adjournment

Motion to adjourn was made by Commissioner Grant and seconded by Commissioner Keller. Meeting adjourned at 7:40 p.m.

Aye: Grant, Keller, Ikezoe-Halevi, Nickell, and O'Brien
Nay: None
Motion Approved: 5-0

Respectfully submitted,

Kathryn M. Kasprzyk
Community Development Coordinator

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Zoning Board of Appeals Staff Report
Case #ZB-03-17
April 19, 2017

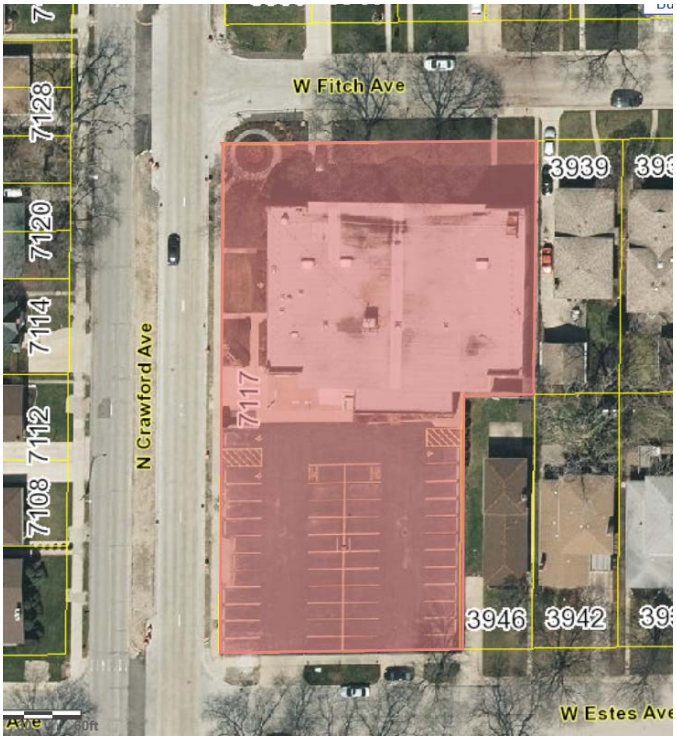
Subject Property:
7117 North Crawford Avenue

Zoning District: R-3, Residential

Petitioner: Stuart Kalman, representing Lincolnwood Jewish Congregation AGBI, Property Owner

Requested Action: Special Fence Approval to permit a Through-Lot fence and Variations to allow a fix-foot-tall open fence in two required Yard setbacks.

Nature of Request: The Petitioner seeks Special Fence approval to allow parallel fences on West Estes and West Fitch Avenues, and Variations to allow a six-foot-tall wrought iron fence in the designated Front Yard and Corner Lot Side Yard at 7117 North Crawford Avenue.



Notification: Notice was published in the Lincolnwood Review on March 30, 2017, a Public Hearing Sign installed at 7117 North Crawford Avenue, and Legal Notices were mailed on March 29, 2017 to Properties within 250 feet.

Summary of Request

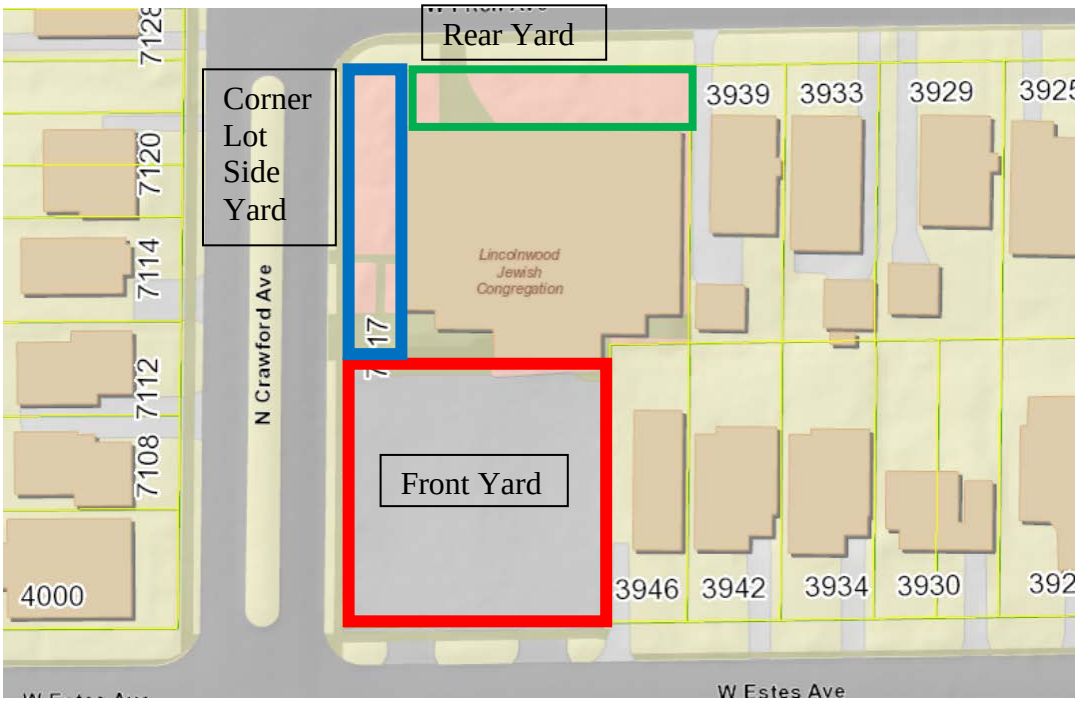
The Lincolnwood Jewish Congregation, owner of the property at 7117 North Crawford Avenue, is seeking to install a six-foot-tall wrought iron fence along their south property line (fronting West Estes Avenue), west property line (fronting North Crawford Avenue), north property line (fronting West Fitch Avenue), and two forty-foot segments along their east property line, at the northeast and southeast corners of the property. The fence is proposed to be gated at three secondary sidewalk entrances to the building, and at the two vehicular entries to the parking lot. The landscape feature at the northwest corner of the property will not be

fenced. The main pedestrian entry from the Crawford Avenue sidewalk will be secured with two bollards. The fence is intended to provide additional security, in light of recent threats specifically made to similar Jewish houses of worship across the country.

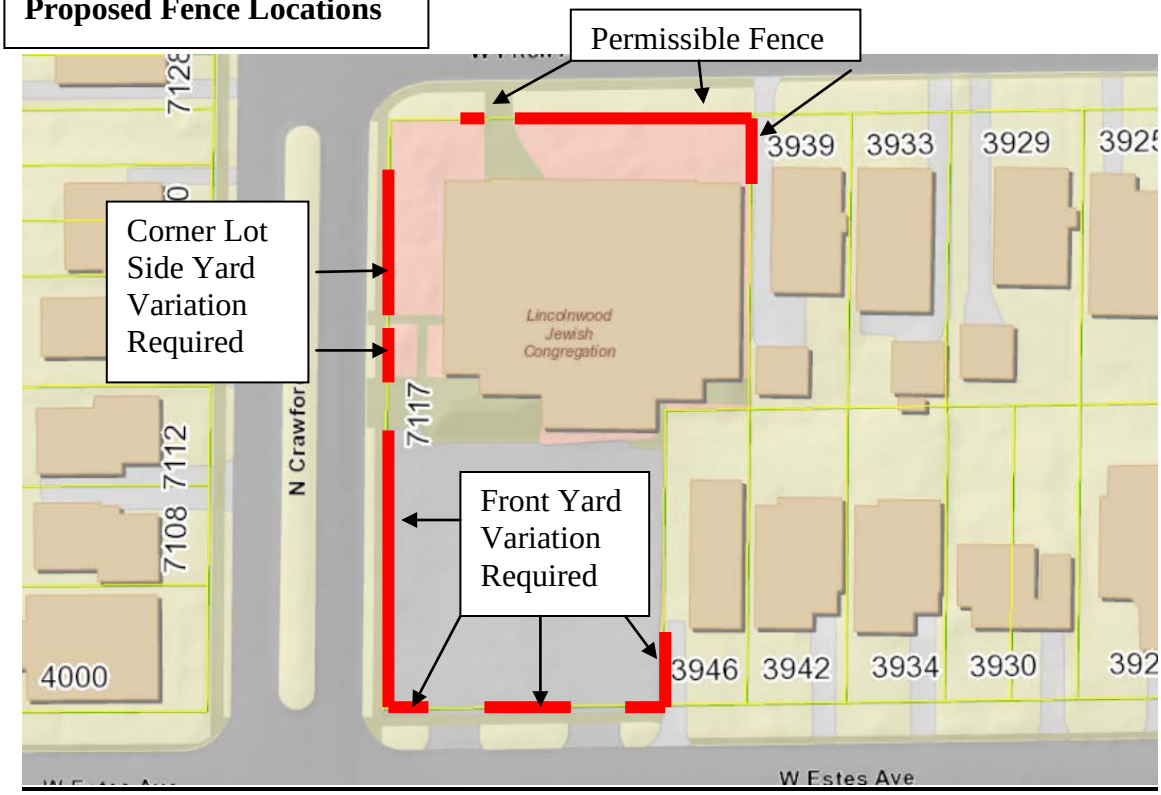
Wrought iron fences are considered "open" fences, per the following definition in the Zoning Code: "*Open Fence – A fence, including gates, which has over its entirety, no less than 50% of the surface area in open space as viewed from an angle of 90 degrees from the fence line.*" Open Fences have the greatest permissibility on a lot as they represent a minimal visual barrier when compared to semi-private or solid fences. Further, wrought iron fences are a preferred type of open fence and are provided even greater flexibility in height as compared to other fence types. The Fences section of the Village Code specifically notes "*This article encourages the residents and businesses of the Village to …..…consider the use of open, wrought iron type fences…*" Wrought Iron fences, up to six feet in height are permitted in Rear and Interior Side Yards, but are not permitted within the Front Yard or Corner Lot Side Yard.

The proposed fence falls into three categories (depicted in the following two graphics):

1) **Front Yard** - fence section along Crawford Avenue, south of a line even with the south façade of the Congregation building, fence section along West Estes Avenue, and an approximate forty-foot-long fence section proposed to run along the east property line, at the southeast corner of the property. The proposed fence is **not permitted** anywhere in the Front Yard;
2) **Corner Lot Side Yard** – fence section along Crawford Avenue, north of a line even with the south façade of the Congregation building all the way to the northern terminus, just south of the landscape feature at the corner of Crawford and Fitch Avenues. The proposed fence is **not permitted** within the Corner Lot Side Yard; and
3) **Rear yard** – fence section along Fitch Avenue, from the western terminus at the landscape feature at the corner of Crawford and Fitch Avenues, east to the eastern lot line, and then south to a termination at the Congregation building. The proposed fence **is permitted** in this area.



Proposed Fence Locations



Requested Relief:

Special Fence Approval – Section 3.13(8) of the Zoning Code (attached) provides regulations for specific types of fences which are deemed Special Fences. Special Fences *"are those which have a greater potential than permitted fences to have an adverse impact upon the surrounding neighborhood"*. This same section notes that *"Special Fences may be appropriate in some locations and inappropriate in other locations"*. "Through Lot Fences" are listed as a type of Special Fence in Section 3.13(8) of the Village Code. Through Lots are lots that are defined as follows: *"A lot having lot lines on two nonintersecting streets or on substantially parallel sections of two intersecting streets"*. In this case, parallel frontages on Fitch and Estes Avenues meets the definition, resulting in the subject property being defined a Through Lot. As such, a fence could only be permitted across the property line of Fitch or Estes, but not both, unless Special fence approval is granted. Typically, Through Lots have two parallel frontages at each end of a property and are not three-sided, such as the subject property. With a typical Through Lot, if there are adjacent lots with similar frontages, it can sometimes be difficult to determine the Front and Rear Yards, resulting in possible inconsistent Yard designation. This can leave a street with alternating Front and Rear Yards throughout the course of a block, resulting in a non-uniform streetscape and a lack of rhythm to the street profile. In this case, the subject property is a "bookend" at the end of a block, does not create any issues with alternating Yard designations on the Fitch or Estes Avenue blocks, and is unique in and to itself.

Variation for a Fence in the Front Yard – Section 3.13(9)(c) of the Zoning Code states that *fencing shall not be allowed in front yards*. There are some exceptions to this prohibition, but none apply on this property. Therefore, the proposed fencing designated on the previous page as being in the Front Yard is not permitted without a Variation.

Variation for a Fence in the Corner Lot Side Yard – Section 3.13(9)(e) of the Zoning Code regulates fences adjacent to Corner Lot Side Yards. These fences *shall be aligned with the front facing façade or any other street-facing façade of the principal building….* Such a fence on the subject property would have to be aligned with the west façade of the Congregation building and could not encroach any further west into the Corner Lot Side Yard. The proposed fence is west of that established line; therefore, the proposed fencing designated on the previous page as being in the Corner Lot Side Yard is not permitted without a Variation.

Related Variation Requests Considered since 2011

3848 West Loyola Avenue

In 2013, the ZBA considered a Variation request for a fence to be located in the Corner Lot Side Yard of the property at 3848 West Loyola Avenue, immediately adjacent to the Proesel Avenue lot line, within the required Corner Lot Side Yard. This request involved a semi-private (board on board) fence at six feet in height. Given the angled lot line along Proesel Avenue and the differing angle of the home, which is perpendicular to frontage on Loyola Avenue, it was difficult to assign a location where the fence would meet the requirement of being even with, or behind, the façade of the house. However, it was clear the request to place the fence immediately adjacent to the Corner Side lot line would in no way meet the setback requirement. The ZBA eventually concluded that the Corner Lot Side Yard should generally remain open; however, there was a compromise in which the fence was permitted to extend into the Corner Lot Side Yard, while remaining setback a minimum of twelve feet from the Proesel Avenue property line. The unique physical characteristics of the lot appeared to have some bearing on the decision. The Village Board concurred with the recommendation of the ZBA and approved the compromise fence solution.

6822 North Kenneth Avenue

In June, 2014, the property owners at 6822 North Kenneth Avenue requested a Variation to install a four-foot-tall semi-private (board on board) fence in the Corner Lot Side Yard immediately adjacent to the Kilbourn Avenue lot line. The ZBA determined that no hardship had been met, and unanimously denied the Variation. The ZBA did not find any unique physical characteristics to the square-shaped lot. The Village Board concurred and denied the proposed fence in the Corner Lot Side Yard.

Conclusion

The Petitioner seeks Special Fence approval and Variations to allow a six-foot-tall wrought iron fence enclosing three sides of the property, all of which have street frontage. While the proposed fence is permitted in the Rear Yard frontage on West Fitch Avenue, the requested fence along the North Crawford Avenue property line (Corner Lot Side Yard) and West Estes Avenue property line (Front Yard) require Variations for approval. In addition, fences are not permitted on both the West Fitch and West Estes Avenue frontages without Special Fence approval. All requests are for the Lincolnwood Jewish Congregation property at 7117 North Crawford Avenue. Staff has received no phone calls or e-mails as a result of the public notice mailing.

Please note that in addition to the Petitioner's Responses to the attached Variation Standards, the ZBA should consider the attached responses to the Special Fence standards.

Documents Attached

1. Zoning Variation Application and Variation Standards
2. Village Code Section 3.13(25) Special Fences Standards/Responses
3. Variation Checklist
4. Proof of Ownership
5. Pertinent Village Code Sections
6. Plat of Survey
7. Fence Specification and Photo Example
8. Photos of Subject Property

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SL

VILLAGE OF LINCOLNWOOD
Community Development Department

Public Hearing Application
Variations

SUBJECT PROPERTY

Property Address: 7117 N. Crawford

Permanent Real Estate Index Number(s): 10-35-102-046-0000

Zoning District: _____ Lot Area: _____

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

Brick and Masonry building, Storage shed. Parking lot guard rail on east side of parking lot

Are there existing development restrictions affecting the property? ☐ Yes ☑ No

(*Examples: previous Variations, conditions, easements, covenants*) If yes, describe: _____

REQUESTED ACTION

- ☐ Variation – Residential
- ☐ Variation – Non-Residential
- ☐ Variation – Off-Street Parking
- ☐ Variation – Design Standards
- ☐ Variation – Signs/Special Signs
- ☐ Minor Variation
- ☐ Other

PROJECT DESCRIPTION

Describe the Request and Project: To build up our external security by adding a fence around the perimeter of our property with gates at the entrance and exit to our parking lot and at our loading dock

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s): *(List all Beneficiaries if Trust)*

Name: Lincolnwood Jewish Congregation AGBI

Address: 7117 N. Crawford Ave.

Telephone: (847) 676-0491 Fax: (847) 676-0979 E-mail: officeljc@att.net

Petitioner: *(if Different from Owner)*

Name: Stuart Kalman Relationship to Property: Board Committee Member

Address: _____

Telephone: (312) 593-3030 Fax: (____) _____ E-mail: stuart@kalmanlegal.com

NOTICE OF REASONABLE ACCOMMODATION PROCESS

An alternate process is provided by the Village for persons with disabilities or handicaps who seek a Reasonable Accommodation from the Zoning Code regulations in order to gain equal access to housing. If you seek a Reasonable Accommodation from the Zoning Code based on disability or handicap, do not complete this application form, but rather a separate application for Reasonable Accommodation. For more information on this process, consult Section 4.06(3) of the Zoning Code, or contact the Community Development Department at 847.673.7402.

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REQUIRED ATTACHMENTS *

Check all Documents that are Attached:

Plat of Survey	☑	Applicable Zoning Worksheet	☐
Site Plan	☐	Photos of the Property	☐
Proof of Ownership	☐	PDF Files of all Drawings	☐
Floor Plans	☐	Elevations	☐

**The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.*

COST REIMBURSEMENT REQUIREMENT

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severely liable for the payment of such out-of-pocket costs. Out-of pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: Lincolnwood Jewish Congregation AGBI

Address: 7117 N. Crawford Ave.

City, State, Zip: Lincolnwood, IL 60712

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I also understand that if I desire a Reasonable Accommodation from the Zoning Code based on disability or handicap, that I must complete and submit a different application for consideration and by submitting this application for a Variation, I am attesting that I am not seeking a Reasonable Accommodation. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER:

Signature

Larry Miller

Print Name

3/21/17

Date

PETITIONER: *(if Different than Property Owner)*

Signature

Stuart Kalman

Print Name

3/21/17

Date

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VARIATION STANDARDS

To be approved, each Variation request must meet certain specific standards. These standards are listed below. After each listed standard, explain how your Variation request satisfies the listed standard. Use additional paper if necessary.

1. The requested Variation is consistent with the stated intent and purposes of the Zoning Ordinance and the Comprehensive Plan.

We believe that this request for a variation is consistent Zoning ordinance as stated in the very first point.

There is a vested interest to the village and to the surrounding neighborhood as enhancing our security is consistent with the stated intent and purpose of the Zoning Ordinance in that it supports the Public Health, Safety, Comfort and General Welfare.

By the installation of a perimeter fence, we aim to create a barrier and a disincentive to would be harm seekers to initiating an attack on our building, which could create a harmful situation to our neighbors and to the village overall.

2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced.

Simply put, given the ongoing security threats facing our organization and all Jewish organizations nationwide there is an immediate need to install greater external security measures such as the requested barrier fence.

The Crawford Avenue frontage poses an extreme risk of potential attack by motorized vehicles that could easily jump the curb in an attempt to ram into our building.

3. The conditions upon which the petition for the Variation is based would not be applicable generally to other property within the same Zoning District.

Jewish houses of worship (and other organizations such as schools and community centers) are distinct from general properties in the village as they are now under an increased level of threat from attacks. The heightened level of security at our location would not translate to a necessary heightened need at other general properties.

4. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property.

We do not anticipate any increase in value to the property due to the addition of a fence.

As we are a house of worship, there is no revenue earned at this property.

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VARIATION STANDARDS (Continued)

5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The increased security risks are well publicized in the media. LJC-AGBI has undergone a Threat Assessment review by members of the federal government and a security firm that works with similar organizations.

6. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

It is our belief that by enhancing our perimeter security we will be providing a benefit to the village and to the surrounding area by reducing our vulnerability to attack.

7. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property.

We believe that the addition of a perimeter fence is the only viable solution to protect against the real vulnerabilities.

There does not appear to be any lesser solution that would provide us the increased level of perimeter security needed to secure the property.

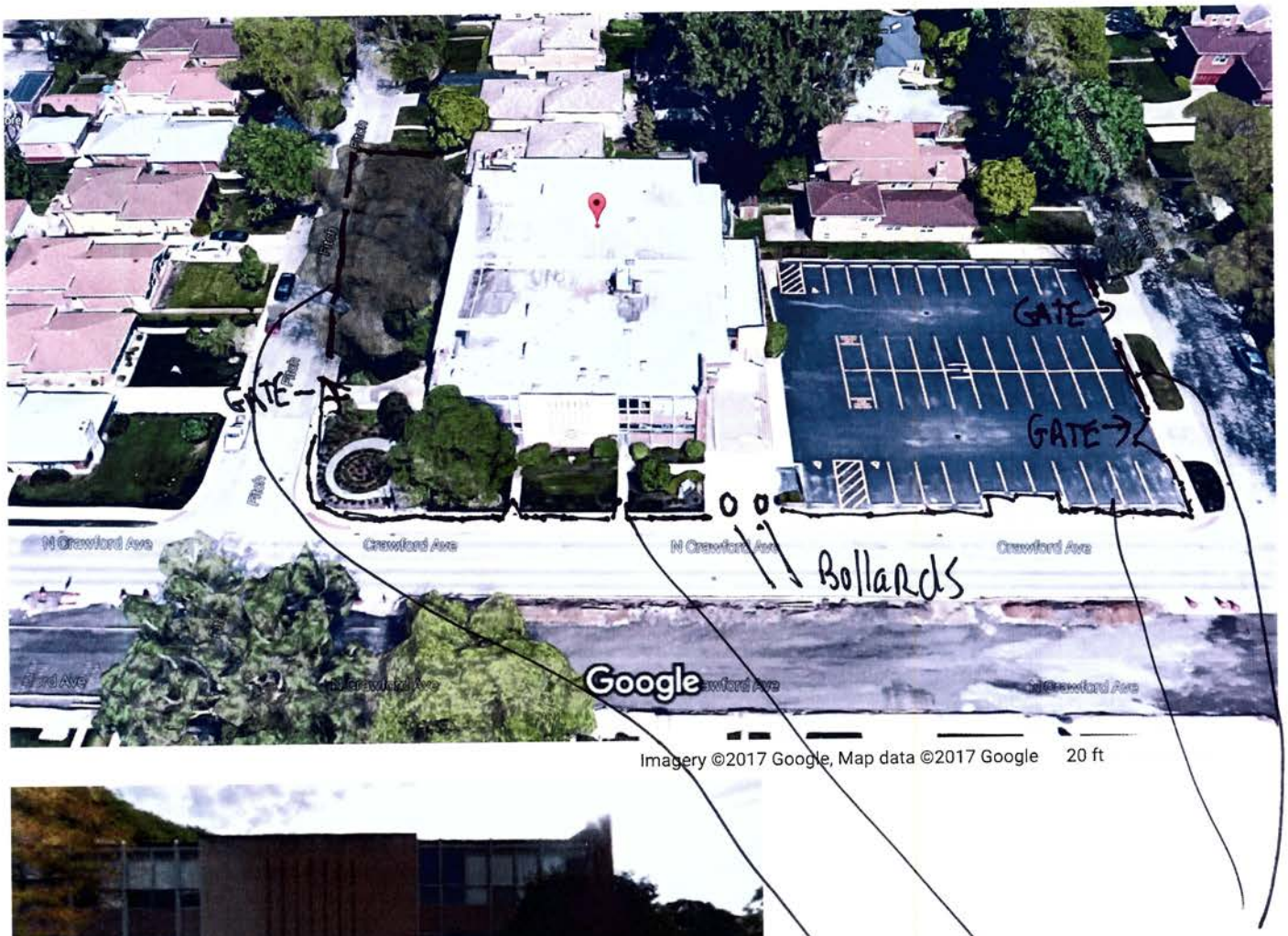
8. The proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

The addition of a perimeter Wrought Iron fence would not have any negative impact to light or air to adjacent properties, nor would there be any increased danger of fire.

We believe that public safety would effectively be enhanced (rather than endangered) by the addition of the fence due to the reduction in our vulnerability to attack or incident.

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Google Maps 7117 N Crawford Ave





Proposed Fence

7117 N Crawford Ave
Lincolnwood, IL 60712



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Findings of Fact for Special Fences (Section 3.13(25) of the Zoning Code:

i.
The special fence will serve the public convenience at the location of the subject fence; or that the establishment, maintenance or operation of the special fence will not be detrimental to or endanger the visibility, public safety, comfort or general welfare.

We seek to install a fence that will be aesthetically neutral as possible while upgrading the protection of the building and surrounding neighborhood by providing a deterrent to anyone seeking to do harm. Our aim is to create a barrier and a disincentive to would be harm seekers in initiating an attack on our structure which could create a harmful situation to our neighbors.

ii.
The special fence will be in harmony and scale with the architecture of the building in this development and with other fences in the neighborhood.

Our proposed wrought iron, black fence will be similar to the one already on Crawford Ave. on the school property. Our building is a two story structure and we are requesting a fence that is no higher than 6 feet.

iii.
The special fence will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purpose already permitted; nor substantially diminish and impair the visibility of adjacent property.

As our property rounds the corner from Crawford to Fitch, the fence would end at the end of our property and would not substantially diminish, nor impair the visibility of the adjacent property. Furthermore, we believe that the deterrent value actually will benefit the adjacent property as it can reduce the chances of any harm coming to our building/structure.

iv.
The nature, location and size of the special fence will not impede, substantially hinder, or discourage the installation of fences on adjacent property in accordance with the Fence Ordinance.

We believe that our fence request which remains entirely on our property would not impede, substantially hinder or discourage the adjacent property from any fence installation.

v.
The special fence shall in all other respects conform to the regulations of this Section 3.13 except as modified as provided herein.

We plan to use an open, wrought iron fence that will not create a visual barrier and will be enhanced by our already existing shrubbery and landscaping. In all other ways, the proposed fence meets the purpose and scope of the fence zoning code.

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PERTINENT CODE SECTIONS

Special Fences:

(8) Special fences; preexisting masonry fences: landscape terrace walls; decorative wrought iron fences, through lot fences. Special fences are those which have a greater potential than permitted fences to have an adverse impact upon the surrounding neighborhood. Special fences may be appropriate in some locations and inappropriate in other locations. The following fences may be allowed by special fence authorization in accordance with this Section 3.13 where the Zoning Board of Appeals finds that a special fence is appropriate at the location requested. The Zoning Board of Appeals may recommend, and the Board of Trustees may impose conditions, terms and restrictions in addition to those set forth herein as a condition of granting special fence authorization.

a. The following types of fences shall be special fences:

i. Brick walls, masonry fences, and stone walls.

ii. Masonry enclosures.

iii. Landscape terrace walls of stone or masonry construction, over 30 inches in height.

iv. Decorative wrought iron fences.

v. Through lot fences.

vi. Natural screening on public rights-of-way, utility easements, or Village property installed and maintained by private individuals at their expense.

vii. Open, four-foot fences maintaining a five-foot setback from the corner side yard property line with screening shrubs installed to the street side of the fence, located in the corner side yard to the rear of the home.

Fences in Front Yards and Corner Lot Side Yards:

(9) Location and orientation of fences and natural screening.

a. Line of sight distance required. Any person erecting, constructing, installing, or replacing a fence and planting or replacing a natural screen shall ensure that adequate sight distance is provided at the intersection of two alleys, or a street and an alley, or the intersection of two streets. (See Figures x and xx following.)

b. The front face of a fence shall be directed toward adjacent residential property or streets. However, the back face of a fence may be oriented toward an alley.

c. Fencing shall not be allowed in front yards, except as provided in this section.

d. Permitted interior side yard fencing (not on a corner lot adjacent to a street) shall be set back from the front facing facade of the principal building by three feet or more.

e. On a corner lot, fencing shall be aligned with the front facing facade or any other street-facing facade of the principal building and shall maintain a minimum setback in conformance with the line of sight requirement as set forth herein.

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MEMBER—CHICAGO ASSOCIATION OF COMMERCE AND INDUSTRY

Jens K. Doe
JOHN MARNUL, PRES.
SURVEY SERVICE
Licensed Land Surveyors
4617 No. CENTRAL AVE. CHICAGO 30, ILLINOIS
TELEPHONE SPRING 7-4451-2

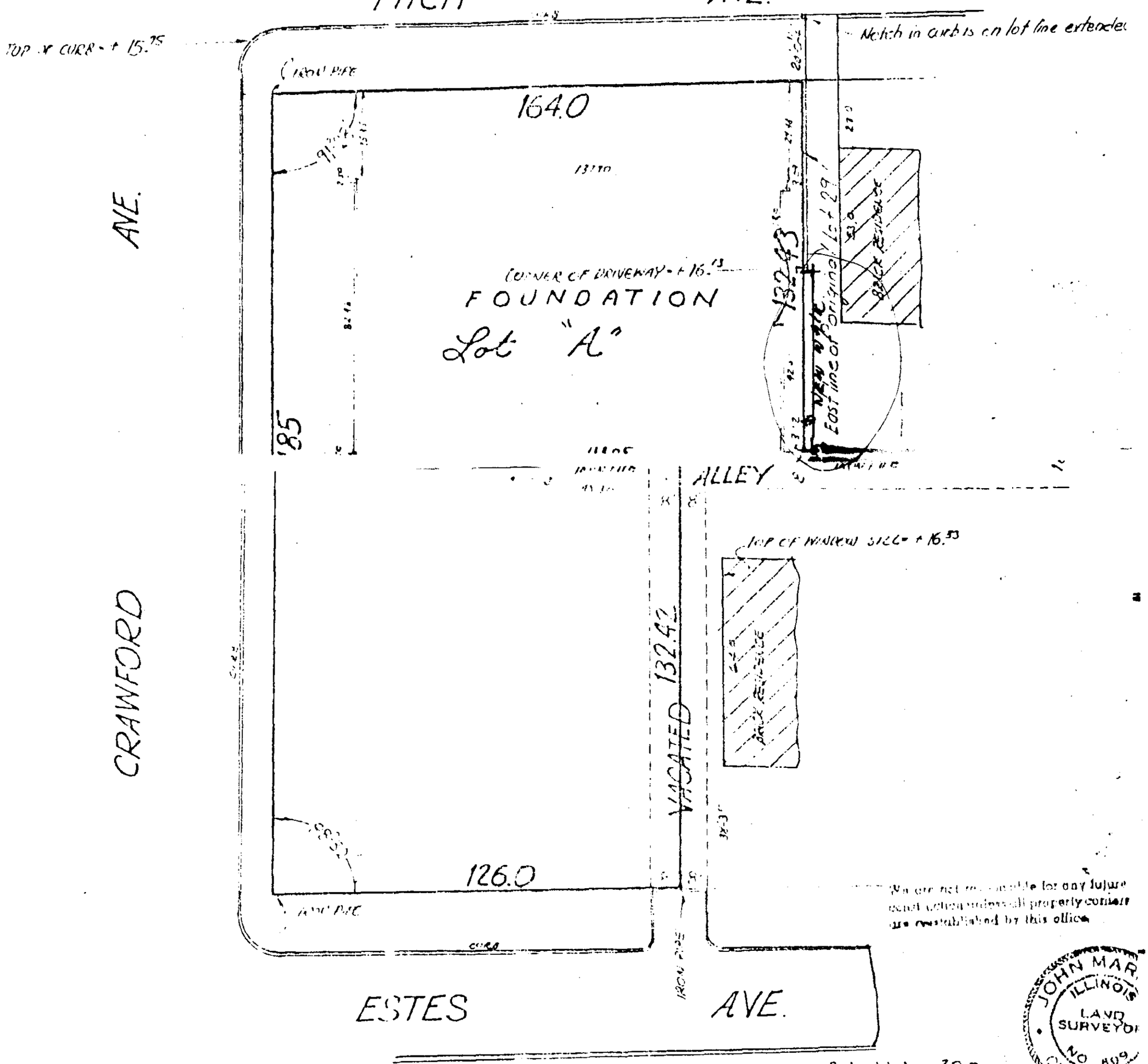
ORDERED BY
Marshall Loth
FOR

ORDER NO.
60021 A

PLAT OF SURVEY

of

Lot "A" of the CONSOLIDATION of lots 20 to 28 inclusive (except therefrom the West 7 feet taken for widening of Crawford Avenue) and all of Lot 29, and the v ft. alley lying East of and adjoining said lots 21 to 28, both inclusive, and West of and adjoining the West line of said lot 29, and North of the South line of s 29 extended West, and South of the South line of Fitch Avenue, all in Block 1 in Engel and Becker's Southworth Avenue Subdivision of the South 20 acres of the No acres of the Northwest ¼ of the Northwest ¼ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, ALSO The North ½ of the East and We alley lying South of and adjoining lot 29, and the South line of lot 29 extended West 4 feet, and the West ½ of the North and South vacated all ey lying East of Lot "A", in Block 1 aforesaid. Cook County, Illinois.



We are not responsible for any future encroachments unless all property corners are established by this office.

Scale—1 inch = 30 Feet

NOTE

The legal Description noted on this plat is a copy of the order and for accuracy MUST be compared with Deed. For building restrictions refer to your Abstract, Deed or Contract. All distances Marked in feet (') and inches (") thus, 2'—4" means 2 feet 4 inches.

IMPORTANT

Before starting any excavating or building, excavators and builders are requested to compare all measurements and should any discrepancies be found, report same to our home office at once.

This plat of survey carries our absolute guarantee for accuracy, and is issued subject to faithful carrying out of the above and foregoing instructions and conditions before any liability will be assumed on part of the Jens K. Doe Survey Service.

State of Illinois } ss
County of Cook }

I, John Marnul hereby certify that I have resurveyed and located the building on the property above described and that the plat above is a correct representation of said survey and location.

Chicago Apr. 27 A. D. 1951

Licensed Surveyor with
JENS K. DOE SURVEY SERVICE

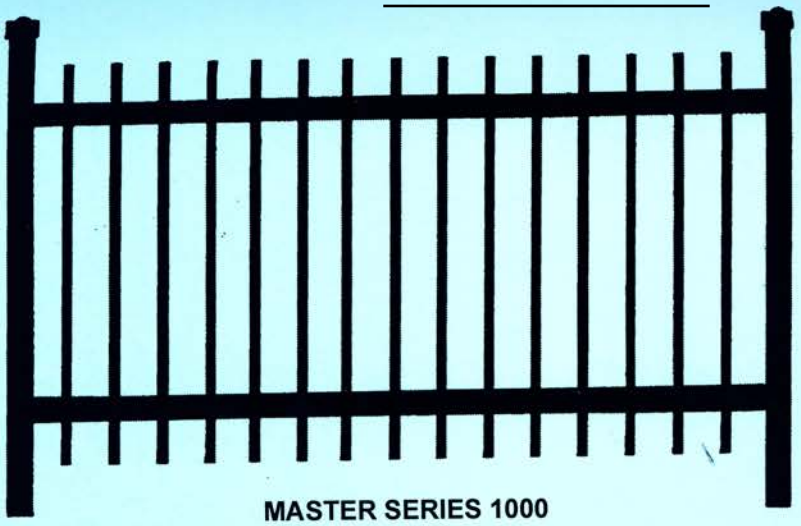
State of Illinois } ss
County of Cook }

I, John Marnul Licensed Land Surveyor hereby cert have surveyed the above described pr that the plat above is a correct represe said survey. Chicago Nov. 10 A

Licensed Surveyor with
JENS K. DOE SURVEY S

JOHN MAR ILLINOIS LAND SURVEYO No. 809

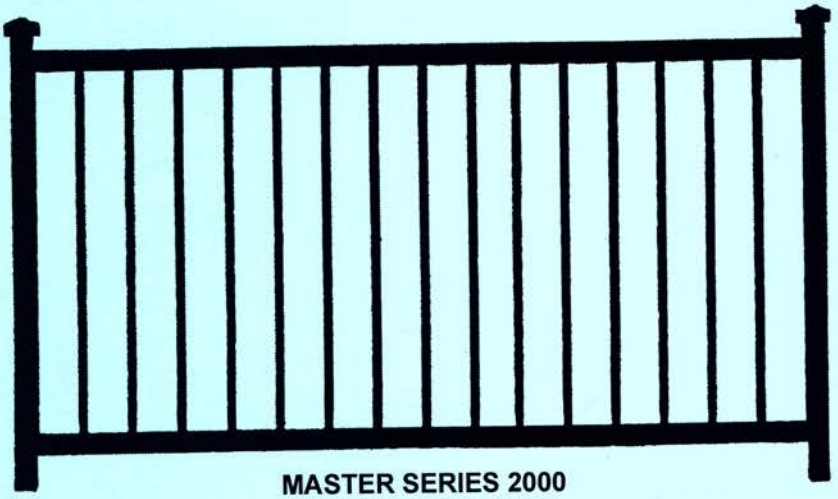
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MASTER SERIES 1000



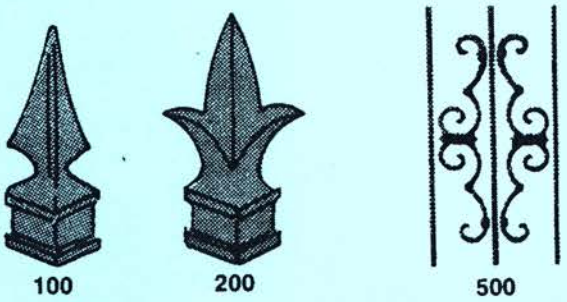
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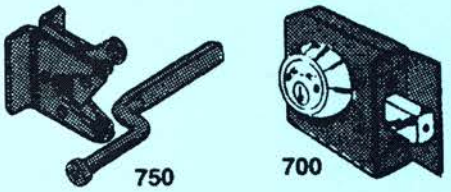
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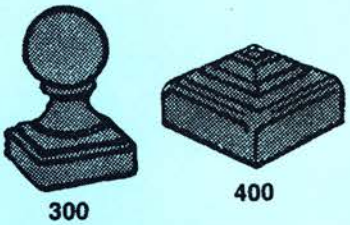
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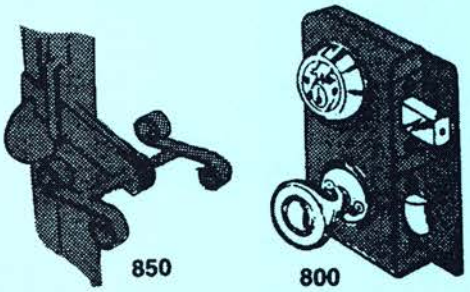
100 200 500



750 700



300 400 600



850 800

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Sample Proposed Fence Pictures for Lincolnwood Jewish Congregation





Google Maps 7127 Crawford Ave

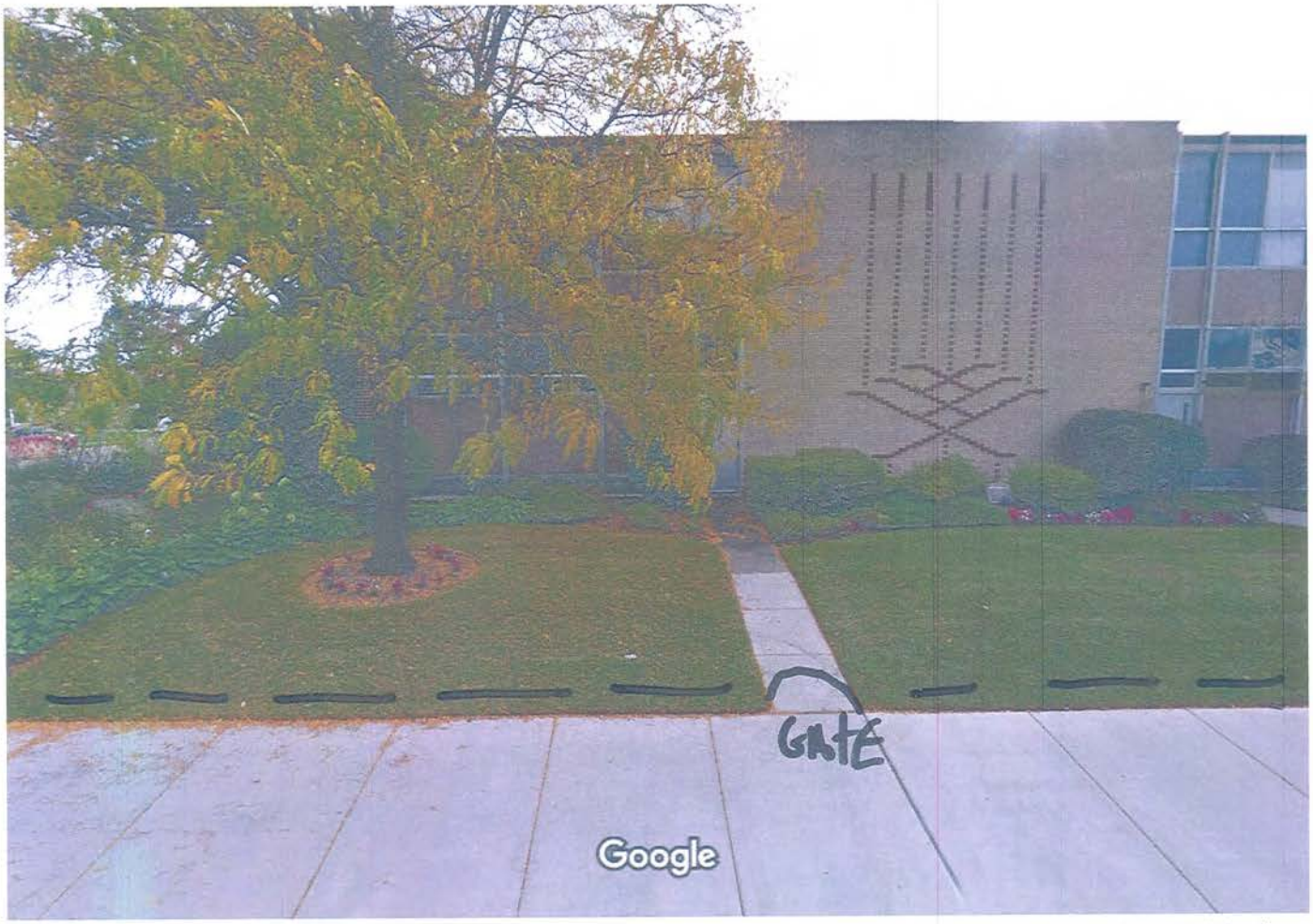


Image capture: Oct 2016 © 2017 Google

Lincolnwood, Illinois

Street View - Oct 2016

Northwest Side of building
Facing Crawford

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Google Maps 7117 Crawford Ave

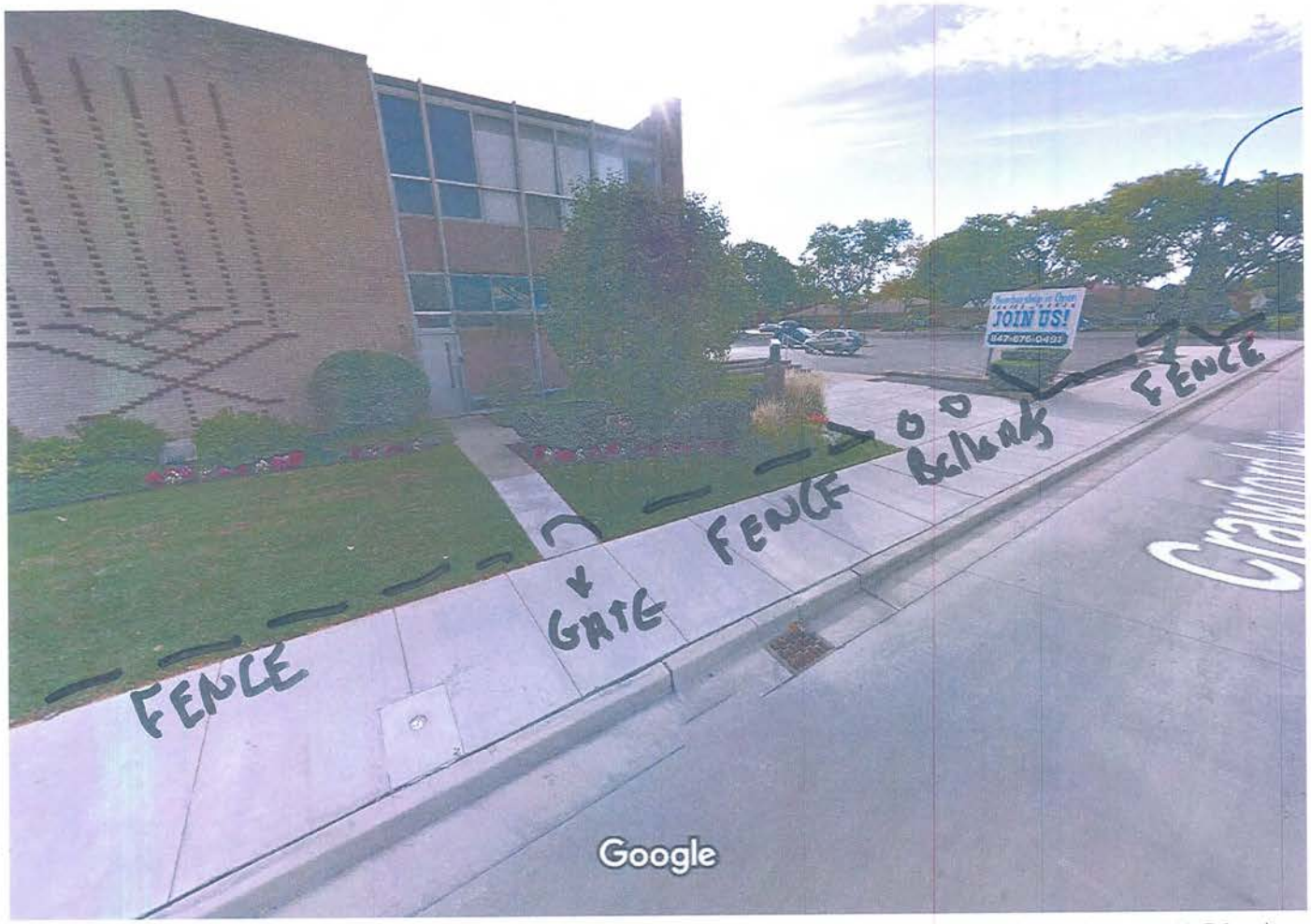


Image capture: Oct 2016 © 2017 Google

Lincolnwood, Illinois

Street View - Oct 2016

West Facing View To South Facing Crawford Ave.

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Google Maps Crawford Ave



Image capture: Oct 2016 © 2017 Google

Lincolnwood, Illinois

Street View - Oct 2016

View from corner of Crawford + Estes

Google Maps 3946 W Estes Ave



Image capture: Jul 2011 © 2017 Google

Lincolnwood, Illinois

Street View - Jul 2011

View From Estes
Facing N W

Google Maps ~~3951 Fitch~~



Image capture: Jul 2011 © 2017 Google

Lincolnwood, Illinois

Street View - Jul 2011

North side of building
Facing Fitch St.

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 5**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: **Approval of a Resolution to Award a Contract to Schroeder and Schroeder, Inc. of Skokie, Illinois for the 2017 Sidewalk and Curb Replacement Program in an Amount Not to Exceed $105,000**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Each year Village staff surveys the community for dangerous or hazardous public sidewalks to be replaced as part of the Village's annual sidewalk replacement program. The program is 100% funded by the Village. Annually, the Village conducts a sealed bid process to retain the services of a contractor to perform sidewalk and curb replacement services. This year, staff led a joint bid with the Villages of Glencoe, Kenilworth, Wilmette, and Winnetka for the sidewalk and curb replacement program. The project is performed on a unit cost basis, thereby allowing the Village to maximize the available funds, while ensuring the project remains under budget.

On April 6, 2017, a bid notice was published in the *Lincolnwood Review* and the *Dodge Report*. In addition, bid documents were provided to 11 local vendors who perform this type of work. On April 20, 2017 the Village received and publicly opened one bid, which was from Schroeder and Schroeder, Inc. of Skokie, Illinois.

Vendor	Total Estimated Cost
Schroeder and Schroeder	$ 103,175

The bid submitted by Schroeder and Schroeder has met all of the bid specifications. In addition, Schroeder and Schroeder has successfully completed previous sidewalk and curb replacement programs, including the program that was performed in the fall of 2015.

In 2016, the Village received only one bid for the sidewalk and curb replacement program. The sole bid was rejected and the project was rebid. The second round of bidding resulted in two bids being received; however, the price was ultimately higher than the original bid. The pricing submitted by Schroeder and Schroeder is, in total, 6.6% less than the price paid by the Village in last year's program. For the reasons outlined above, staff recommends the award of a contract to Schroeder and Schroeder for the sidewalk and curb replacement program.

FINANCIAL IMPACT:
$85,000 has been budgeted in the fiscal year 2017/2018 Street Maintenance Budget, $15,000 in the Devon/Lincoln Tax Increment Financing District Fund, and $5,000 in the Parks Maintenance Budget for

the Sidewalk Replacement Program. A total of $105,000 in sidewalk replacement funds is budgeted in the 2017/2018 budget. Since this is a unit price contract, staff will work with the contractor to not exceed the budgeted amount.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Bid Proposal
3. Proposed Contract

RECOMMENDED MOTION:

Move to approve a Resolution approving a contract with Schroeder and Schroeder for the 2017 Sidewalk and Curb Replacement Program.

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION APPROVING A CONTRACT WITH SCHROEDER AND SCHROEDER, INC OF SKOKIE, ILLINOIS FOR THE 2017 SIDEWALK REPLACEMENT PROGRAM

WHEREAS, the Village sought proposals for the award of a contract for the 2017 sidewalk replacement program (***"Contract"***); and

WHEREAS, Schroeder and Schroeder, Inc. of Skokie, IL (***"Schroeder and Schroeder"***), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Schroeder and Schroeder will serve and be in the best interest of the Village;

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 Schroeder and Schroeder shall be, and 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 shall be, and they 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 Schroeder and Schroeder; 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 shall, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

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PASSED this ___ day of_____, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2017.

_____
Barry Bass, President
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

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EXHIBIT A

CONTRACT

PROPOSAL

**VILLAGES OF GLENCOE, KENILWORTH,
LINCOLNWOOD, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2017 SIDEWALK AND CURB REPLACEMENT PROGRAM**

BIDDER'S PROPOSAL

Bids to be opened at **10:30 a.m.** on **April 20, 2017** at Village Hall Council Chambers, Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois.

Name of Bidder SCHROEDER & SCHROEDER, INC ("***Bidder***")
Office Address 7306 CENTRAL PARK
City, State Zip SKOKIE, IL 60076
Contact Person MARY BROUNT Telephone 847-933-0526
Email MARY@SCHROEDERCONCRETE.NET Fax 847-933-0528

TO: Village of Glencoe
Village of Kenilworth
Village of Lincolnwood
Village of Wilmette
Village of Winnetka (collectively, the ***"Owners"***)

CARE OF: Village of Lincolnwood ("***Bidding Agency***")
Public Works Department
7001 N. Lawndale Avenue
Lincolnwood, Illinois 60712
Attn: Andrew Letson , 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. NONE **, which are securely stapled to the end of this Bidder's Proposal ("*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 each Owner individually, in the form of the applicable 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 to provide perform concrete sidewalk and curb repair and replacement work, in accordance with the Specifications attached to this Bid Package; (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

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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 each respective 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 each 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 Bidder understands and agrees will be made a part of the Contract:

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 and by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

SCHEDULE OF PRICES

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	HMA Driveway Pavement Removal	SY	70	5.00	350.00
2	HMA Driveway Pavement Replacement	SY	70	40.00	2,800.00
3	P.C.C. Driveway Pavement Removal (6")	SY	320	6.00	1,920.00
4	P.C.C. Driveway Pavement Replacement (6")	SY	320	48.00	15,360.00
5	P.C.C. Sidewalk Removal (5-6")	SF	58,100	1.00	58,100.00
6	P.C.C. Sidewalk Replacement (5-6")	SF	58,100	5.50	319,550.00
7	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	3,200	18.00	57,600.00
8	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	50	35.00	1,750.00
9	Detectable Warnings (Fiberglass)	EA	21	125.00	2,625.00
10	Detectable Warnings (Neenah Plate)	SF	80	37.00	2,960.00

PROPOSAL

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
11	Detectable Warning (Installation Only)	EA	6	50.00	300.00
12	Tree Grate Installation	EA	2	500.00	1,000.00
13	New P.C.C. Sidewalk Placement (5-6")	SF	1,000	8.00	8,000.00
14	Sodding	SY	20	35.00	700.00
15	Remove and Reset Brick Pavers (Along Curbs)	SF	200	12.00	2,400.00
16	P.C.C. Pavement Patching (9")	SY	120	65.00	7,800.00
17	Reset Specialty Driveway Paver	SF	100	15.00	1,500.00
18	P.C.C. Alley Driveway Pavement Removal (8")	SY	45	10.00	450.00
19	P.C.C. Alley Driveway Pavement Replacement (8")	SY	45	60.00	2,700.00

TOTAL COMBINED PRICE:

FOUR HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-FIVE (in writing) Dollars and ZERO (in writing) Cents

487,865 (in figures) Dollars and 00 (in figures) Cents

ALTERNATE

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1A	P.C.C. SIDEWALK MUDJACKING	SF	1,950	4.40	8,580.00

TOTAL COMBINED ALTERNATE PRICE:

EIGHT THOUSAND FIVE HUNDRED EIGHTY (in writing) Dollars and ZERO (in writing) Cents

8,580 (in figures) Dollars and 00 (in figures) Cents

PROPOSAL

ESTIMATED QUANTITY BY MUNICIPALITY

Item No.	Item Description	Unit	Glencoe	Kenilworth	Lincolnwood	Wilmette	Winnetka
1	HMA Driveway Pavement Removal	SY	0	0	0	70	0
2	HMA Driveway Pavement Replacement	SY	0	0	0	70	0
3	P.C.C. Driveway Pavement Removal (6")	SY	150	0	0	50	120
4	P.C.C. Driveway Pavement Replacement (6")	SY	150	0	0	50	120
5	P.C.C. Sidewalk Removal (5-6")	SF	13,000	4,500	13,600	10,000	17,000
6	P.C.C. Sidewalk Replacement (5-6")	SF	13,000	4,500	13,600	10,000	17,000
7	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	200	0	800	1,900	300
8	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	50	0	0	0	0
9	Detectable Warnings (Fiberglass)	EA	6	0	3	12	0
10	Detectable Warnings (Neenah Plate)	SF	0	0	0	0	80
11	Detectable Warnings (Installation Only)	EA	6	0	0	0	0
12	Tree Grate Installation	EA	0	0	0	0	2
13	New P.C.C. Sidewalk Placement (5-6")	SF	500	0	0	0	500
14	Sodding	SY	0	0	0	20	0
15	Remove and Reset Brick Pavers (Along Curbs)	SF	0	0	0	200	0
16	P.C.C. Pavement Patching (9")	SY	0	0	0	0	120
17	Reset Specialty Driveway Paver	SF	0	0	0	100	0
18	P.C.C. Alley Driveway Pavement Removal (8")	SY	0	0	0	45	0
19	P.C.C. Alley Driveway Pavement Replacement (8")	SY	0	0	0	45	0

ESTIMATED ALTERNATE QUANTITY BY MUNICIPALITY

Item No.	Item Description	Unit	Glencoe	Kenilworth	Lincolnwood	Wilmette	Winnetka
1A	P.C.C. SIDEWALK MUDJACKING	SF	0	0	0	1,950	0

Each municipality estimates one mobilization.

BIDDER MUST ATTACH PROOF OF PRE-QUALIFICATION AS REQUIRED BY SECTION 17 OF THE GENERAL INSTRUCTIONS TO BIDDERS.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owners' estimate only, that Owners reserve 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 each Contract;
2. Owners are 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 each Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in each Contract, but in no event later than October 31, 2017 under any Contract, upon which date the Contract shall expire.

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 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 Owners 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 Owners, 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 Owners that Bidder is adequately prepared to fulfill the Contract.

D. Owners' Reliance. Bidder acknowledges that Owners are 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. **Owners' Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if any Owner awards Bidder a 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 such Owner will sustain by reason of any such failure and, for such reason, the affected Owner or Owners shall have the right, at their 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 applicable to the affected Owner or Owners or to exercise any and all equitable remedies they may have against Bidder.

8. **Owner's Rights**

Bidder acknowledges and agrees that Owners reserve 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.

9. **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.

PROPOSAL

DATED this 20th day of APRIL, 2017

ATTEST:

By: Mary L. Blount

Print Name: MARY L. BLOUNT

Title: SECRETARY

BIDDER

By:

Print Name: CHRIS SCHROEDER

Title: PRESIDENT

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

Return to VB Agenda

VILLAGES OF GLENCOE, KENILWORTH, LINCOLNWOOD, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2017 SIDEWALK AND CURB REPLACEMENT PROGRAM

BIDDER'S SWORN ACKNOWLEDGEMENT

CHRIS SCHROEDER **[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**

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

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	CHRIS SCHROEDER	7306 CENTRAL PARK SKOKIE, IL 60076
Vice President	IGNACIO TORRES	7306 CENTRAL PARK SKOKIE, IL 60076
Secretary	MARY L. BROUNT	7306 CENTRAL PARK SKOKIE, IL 60076
Treasurer	JOSEPH V. VRABEL	7306 CENTRAL PARK SKOKIE, IL 60076

2. **Partnership**

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

The general partners of the partnership are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

ACKNOWLEDGEMENT

3. **Individual**

The 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**

The 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 _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)	**ADDRESS**
_____(___)	_____
_____(___)	_____
_____(___)	_____

[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 20th day of APRIL, 2017

ATTEST:

By: Mary P. Blount

Title: SECRETARY

BIDDER

By: Thomas Schueler

Title: PRESIDENT

Subscribed and Sworn to
Before me this 20th day
of April, 2017

Theresa M. Winandy
Notary Public

My Commission Expires: 1-25-2021

[SEAL]

"OFFICIAL SEAL"
THERESA M. WINANDY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/25/2021

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

VILLAGES OF GLENCOE, KENILWORTH, LINCOLNWOOD, WILMETTE, AND WINNETKA
CONTRACTS FOR THE
2017 SIDEWALK AND CURB REPLACEMENT PROGRAM

BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)

CHRIS SCHROEDER ("***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: CONCRETE CONTRACTOR

2. **Composition of Work**

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

5 % Federal	60 % As Contractor	90 % Bidder's Forces
93 % Other Public	40 % As Subcontractor	10 % Subcontractors
2 % Private		30 % Materials

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: 46 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:

NAME	ADDRESS	YEARS

WORK HISTORY

5. **Business Licenses**

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION
IDOT		5376	4/30/18

6. **Related Experience**

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

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	CITY OF EVANSTON	CITY OF ROLLING MEADOWS	VILLAGE OF MT. PROSPECT
Owner Address	2100 RIDGE EVANSTON	3600 KIRCHOFF ROLLING MEADOWS	1700 W. CENTRAL MT. PROSPECT
Reference	RAJEEV DAHAL	BILL SUCHECKI	SCOTT MOE
Telephone Number	847-448-8159	847-917-9338	847-870-5640
Type of Work	SIDEWALK, CURB/ GUTTER, DRIVEWAY	SIDEWALK, CURB/ GUTTER, DRIVEWAY	SIDEWALK, CURB/ GUTTER, DRIVEWAY

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Contractor (If Bidder was) (Subcontractor)			
Amount of Contract			
Date Completed			

DATED this 20th day of APRIL, 2017

ATTEST:

By: Margaret L. Braun

Title: SECRETARY

BIDDER

By:

Title: PRESIDENT

Subscribed and Sworn to Before me this 20th day of April, 2017

Notary Public

My Commission Expires: 1-25-2021

[SEAL]

"OFFICIAL SEAL"
THERESA M. WINANDY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/25/2021

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

Return to VB Agenda

CONTRACT BETWEEN

VILLAGE OF LINCOLNWOOD

AND

Schroeder and Schroeder, Inc.

FOR THE CONSTRUCTION OF

2017 Sidewalk and Curb Replacement Program

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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 SCHROEDER AND SCHROEDER, INC., 7306 Central Park, Skokie, Illinois, 60076 ("***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 blueline 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 Contract 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 al 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: Ashley Engelmann, Director of Public Works

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:

Schroeder and Schroeder, Inc.
7306 Central Park
Skokie, Illinois 60076
Attention: Mary Brount

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: **SCHROEDER AND SCHROEDER, INC**

By:_____ By:_____

Title:_____ Title:_____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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: SCHROEDER AND SCHROEDER, INC.

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2017. My Commission Expires: _____

_____ [SEAL]
Notary Public

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 2017 Sidewalk and Curb Replacement Program.

2. **Work Site**:

Village of Lincolnwood Public Works Department located at 7001 N. Lawndale Ave Lincolnwood, IL 60712.

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

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

4. **Commencement Date**:

No earlier than August 16, 2017.

5. **Completion Date**:

October 31, 2017 plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

6. **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.

7. **Contract Price**:

Item No.	Item Description	Unit	Estimated Quantity	Unit Price
1	HMA Driveway Pavement Removal	SY	0	$5.00
2	HMA Driveway Pavement Replacement	SY	0	$40.00
3	P.C.C. Driveway Pavement Removal (6")	SY	0	$6.00
4	P.C.C. Driveway Pavement Replacement (6")	SY	0	$48.00
5	P.C.C. Sidewalk Removal (5-6")	SF	13,600	$1.00
6	P.C.C. Sidewalk Replacement (5-6")	SF	13,600	$5.50
7	Combination Curb and Gutter Removal and Replacement (M3.12, B6.12, B6.18)	LF	800	$18.00
8	Combination Curb and Gutter Removal and Replacement (B6.24)	LF	0	$35.00
9	Detectable Warnings (Fiberglass)	EA	3	$125.00
10	Detectable Warnings (Neenah Plate)	SF	0	$37.00
11	Detectable Warning (Installation Only)	EA	0	$50.00
12	Tree Grate Installation	EA	0	$500.00
13	New P.C.C. Sidewalk Placement (5-6")	SF	0	$8.00
14	Sodding	SY	0	$35.00

Item No.	Item Description	Unit	Estimated Quantity	Unit Price
15	Remove and Reset Brick Pavers (Along Curbs)	SF	0	$12.00
16	P.C.C. Pavement Patching (9")	SY	0	$65.00
17	Reset Specialty Driveway Paver	SF	0	$15.00
18	P.C.C. Alley Driveway Pavement Removal (8")	SY	0	$10.00
19	P.C.C. Alley Driveway Pavement Replacement (8")	SY	0	$60.00

8. **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 B

SPECIFICATIONS

1. SCOPE OF WORK

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of removal and/or replacement of concrete driveways, street patches, curb, gutter, sidewalk and patios, installation of ADA detectable warnings, traffic control, tree grates, raised reflective pavement markers, and structure (valve vault, manholes, inlets and catch basins) adjustment or reconstruction at various locations within the Municipalities.

2. CONTRACTOR SUBMITTALS

2.1 Prior to beginning work, the Contractor shall furnish to each Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS of the “State of Illinois, Standard Specifications for Road and Bridge Construction” (January 1, 2012 Edition), hereinafter referred to as the “Standard Specifications”.

2.2 Prior to beginning work, the Contractor shall provide a list of contacts including the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24-hours a day, 7 days a week.

2.3 Following the award of construction contract and prior to starting work, the Contractor shall furnish to each Municipality a construction progress schedule or critical path schedule satisfactory to the Public Works Director (or his/her designee) which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified in Section 5 of these Technical Specifications.

3. MATERIALS & SERVICES TO BE PROVIDED BY THE MUNICIPALITIES

Each Municipality shall provide the Contractor with a list(s) of repairs sorted by address and a map showing the approximate location of each repair.

4. TECHNICAL SPECIFICATIONS

The Contractor shall complete the work in accordance with the Standard Specifications (as supplemented by the following technical specifications), the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the

work. Where there is a conflict between these Technical Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications. Cost of pruning is incidental to the contract. The Contractor shall not remove existing trees without prior approval of the Public Works Director (or his/her designee).

Mobilization

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

Basis of Payment: Mobilization will not be paid for separately, but will be included in the items for which this work applies.

Traffic Control and Protection

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901
DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS: Work Zone Traffic Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever

there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard “701501-02”.

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Work Director (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Work Director (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Basis of Payment: This work will not be paid for separately, but will be included in the items for which this work applies. This work includes all labor, materials, installation, transportation, maintenance, handling flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Work Director (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Work Director (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

HMA DRIVEWAY PAVEMENT REMOVAL

This work shall be done in accordance with the Standard Specifications insofar as applicable.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee). Any existing driveway edging shall be carefully removed incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard of HMA DRIVEWAY PAVEMENT REMOVAL, which price shall be payment in full for bituminous concrete surface course removal and disposal of existing materials.

HMA DRIVEWAY PAVEMENT REPLACEMENT

This work shall be done in accordance the Standard Specifications insofar as applicable.

This work shall consist of transitioning bituminous driveways into new curb. Driveways shall be replaced in two lifts of Hot Mix Asphalt Surface Course, IL-12.5, each 1-1/2 inches thick. Any existing driveway edging shall be carefully removed and replaced incidental to the cost of this item. Driveway edging damaged by the Contractor shall be replaced at his expense.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, up to 6" thick granular sub base as required, shaping and compaction placement and compaction of the bituminous material as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for HMA DRIVEWAY PAVEMENT REPLACEMENT, which price shall be payment in full for HMA DRIVEWAY PAVEMENT REPLACEMENT.

DRIVEWAY PAVEMENT REMOVAL (6")

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee).

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square

yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL 6", which price shall be payment in full for removal and disposal of existing materials and excavation.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

DRIVEWAY PAVEMENT REPLACEMENT (6")

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of transitioning existing concrete driveways into new curb. Driveways shall be replaced with P.C.C. concrete as detailed.

The concrete used shall be Class PV Portland Cement Concrete. All Portland Cement Concrete shall be treated with a protective coat application.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement of concrete as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REPLACEMENT 6", which price shall be payment in full for Portland Cement concrete, 1" thick granular sub base, shaping, compaction, and restoration of adjacent areas.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

P.C.C. SIDEWALK REMOVAL (5"-6")

This item shall include the removal of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440. The work shall include complete removal of those areas which have been marked by the Public Work Director (or his/her designee) for removal and which are included on a list supplied to the Contractor. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will

be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. Sidewalk Removal (5"-6"), which includes, sidewalk removal, backfilling with topsoil and seeding, removal and disposal of all surplus materials and restoration of parkways.

P.C.C. SIDEWALK REPLACEMENT (5"-6")

This item shall include the replacement of Portland Cement Concrete sidewalk of the thickness specified. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for replacement, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). In addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the

driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement. Where sidewalk is replaced across a driveway, it will be with a 6" thickness. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement. The driveway shall be kept barricaded closed at the sidewalk for a minimum of 3 days.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REPLACEMENT (5"-6"), which includes expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, and restoration of parkways.

P.C.C. PAVEMENT PATCHING (9")

This item shall include the removal and replacement of Portland Cement Concrete pavement at locations and to the lines and grades shown on plans or as directed by the Engineer.

The work shall be done in accordance with the Standard Specifications insofar as applicable.

Contractor must notify all affected residents in writing 48 hours in advance of work. The notification shall include an alternate date in case of rain and other

cancellations and must include Contractor's contact person(s) and phone number for additional information.

This work shall include all necessary saw cutting, pavement removal, excavation of unsuitable materials and proper disposal of all excavated materials. This work shall include preparation of sub-base, placement and compaction of 4" aggregate base course, furnishing and placement of epoxy coated dowels to tie into the adjacent existing pavement, required joint sealer and expansion joint, placement and finishing Portland Cement Concrete in an acceptable and workmanlike manner, clean up and restoration of adjacent areas with HMA surface mix or 4" top soil, seed and blanket.

The concrete used shall confirm to IDOT Class PV and shall have parameters meeting Section 1020 of the Standard Specifications. All Portland Cement Concrete shall be treated with a protective coat application. For PCC Pavement Patching, High Early Strength Concrete shall be utilized.

Basis of Payment: All labor, equipment, materials and traffic control standards necessary to construct the work described herein and shall be paid for at contract unit price per square yard for Portland Cement Concrete Pavement Patching as measured in-place, which price shall include all saw-cutting, excavation, disposal of all excavated materials, placement and compaction of all aggregate base, Type B, expansion & contraction joints, pouring, consolidation, finishing, curing and protecting the P.C.C. pavement, backfilling with top soil and seeding and site restoration. This work will be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCHING (9").

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of M3.12, B6.12 and B6.18 curb and gutter to match existing. Sections to be removed must be broken out at an existing joint or must be sawcut full-depth to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long,

one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item. No additional restoration will be allowed unless approved by Public Work Director (or his/her designee).

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18).

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24)

The work shall be conducted in accordance with the Standard Specifications insofar as applicable.

This work shall consist of removal and replacement of existing B6.24 curb and gutter. Sections to be removed must be broken out at an existing joint or must be sawcut a minimum of two inches to provide a clean edge. Existing tie bars must be retained or replaced as existing. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him.

The new curb must be depressed for ADA ramps where sidewalk abuts the curb, then tapered up to full height within two feet. All work shall be marked out in the field by the Public Work Director (or his/her designee) and is subject to approval by him. Contraction joints shall be sawed and sealed according to the Standard Specifications every fifteen feet or at wider spacing if required by the Public Work Director (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required.

If required, prior to placing new curb and gutter section, the Contractor will excavate for placement of 4" of compacted grade CA-6 stone base (crushed concrete will not be allowed). If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Public Work Director (or his/her designee) for replacement, the Contractor will be required to

remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Compacted stone base shall be included with the price of the curb and gutter.

Restoration work within two feet of the back of the curb is considered incidental to this item.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT (B6.24).

DETECTABLE WARNINGS

Detectable warnings (fiberglass) shall consist of pre-stamped fiberglass reinforced plastic panels as manufactured by Access Tile (cast in place replaceable) or approved equal (2' x 5' typical). Any ramp panel substitutions must be submitted in writing to the ENGINEER for approval.

Colors:
Kenilworth – Colonial Red (No. 20109)
Lincolnwood – Brick Red (No. 22144)
Wilmette – Yellow (No. 33538)

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS (FIBERGLASS).

Detectable warnings (Neenah plate) shall be Neenah Foundry Detectable Warning Plates, undipped, natural finish, 2 ft. x 2 ft. square plates. All concrete sidewalk accessibility ramps at those locations shown on the plans or as directed by the ENGINEER shall be constructed with Detectable Warnings, in accordance with the Americans with Disabilities Act (ADA) standards, and section 424.09 of the Standard Specifications for Road and Bridge Construction, latest edition. The detectable warning plates shall extend across the width of the ramp (2 plates, typical), leaving the outermost 6" perimeter of the ramp untextured, plain concrete. The plates shall be placed such that the top of the truncated domes are flush with the surrounding surface of concrete. Placement, finish and curing shall conform to the above noted specifications, and as directed by the ENGINEER.

Basis of Payment: This work shall be paid for at the contract unit price per square foot for DETECTABLE WARNINGS (NEENAH PLATE).

Detectable Warnings (Installation Only)

The OWNER will provide the CONTRACTOR with fiberglass detectable warning plates. The CONTRACTOR will be responsible for installation.

Basis of Payment: This work will be paid for at the contract unit price per each for DETECTABLE WARNINGS (INSTALLATION).

TREE GRATE INSTALLATION

This item shall consist of forming and pouring, in place, the concrete frame suitable for the installation of Neenah Foundry Tree Grate R 8500. The Contractor shall carefully excavate so as to minimize damage to the surrounding public area. All work shall be in accordance with the attached detail (Attachment C). The concrete frame shall be a minimum 6 inches thick, and 12 inches in depth formed and finished to allow for the installation of the tree grate. The Contractor shall obtain from the Village of Winnetka, and install the tree grates at locations designated by the Village of Winnetka.

Basis of Payment: This work shall be paid for at the contract unit price per each for TREE GRATE INSTALLATION.

PROTECTIVE COAT

This work shall be done in accordance with Section 420 of the Standard Specifications except as modified herein.

Protective Coat shall be Cure & Seal 1315EF manufactured by Dayton Superior or approved equal and shall be applied in accordance with the manufacturer's recommendations.

Two (2) coats of Cure & Seal shall be applied to all new P.C.C. pavements, driveways, sidewalks, patios and curbs and gutters. Cure & Seal product shall be stirred thoroughly prior to use and shall not be diluted or thinned. The first coat of Cure & Seal shall be applied immediately after all surface water has disappeared and surface cannot be marred. The second coat of Cure & Seal shall be applied after the first coat has dried or as determined by the Public Work Director (or his/her designee).

Protective Coat will not be paid for separately, but will be included in the items for which this work applies.

NEW P.C.C. SIDEWALK PLACEMENT (5-6")

This item is for the construction of 5 or 6 inches of Portland Cement Concrete sidewalk and accessibility ramps including excavation and preparation of the subgrade. The subgrade shall be tamped or rolled until thoroughly compacted and at the proper line and grade. The Contractor shall notify the City or Village 48 hours in advance of scheduled time and place he intends to work.

The Contractor is responsible for protection of existing sidewalk and structures. If the Contractor damages the existing sidewalk during the placement of new sidewalk, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). In

addition, the Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway. Saw cuts will be made to provide for smooth joints between all existing and proposed work. Any damage done to adjacent sidewalks will be replaced by Contractor as an incidental item. As soon as the finished concrete has lost its sheen, a spray on membrane curing compound conforming to Section 1022.01 of the Standard Specifications shall be applied to all finished concrete surfaces. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

Residents shall be notified in writing 48 hours in advance of work across their driveway. The notification for sidewalk/driveway apron removal shall include an alternate date in case of rain and or other cancellations and must include Contractor's contact person(s) and phone number for additional information.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of any existing sidewalk which it ties in to, whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so that the slab will have a fall of one (1) inch vertical to four (4) feet horizontal from the edge nearest the property line toward the edge farthest from the property line, except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for NEW P.C.C. SIDEWALK PLACEMENT (5"-6"), which includes expansion and contraction joints, pouring, consolidating, finishing, curing and protecting the P.C.C. sidewalk, backfilling with topsoil and seeding, removal and disposal of all surplus materials, and restoration of parkways.

SODDING

This work shall be done in accordance with the Standard Specifications including ground surface preparation, placement and watering of sod. Payment will be made according to the contract unit price per square yard for SODDING.

REMOVE AND RESET BRICK PAVERS (ALONG CURBS AND SIDEWALK / CURB RAMPS), SPECIAL

This work shall consist of removing existing bricks in streets at various locations determined by the ENGINNER; removal of the existing deteriorated stone base to a depth of four (4) inches, placement of a new three (3) inch CA-6 base, a one (1) inch sand layer and replacement of the bricks.

The pattern and grade of the brick pavers shall be identical to the pre-existing condition of the street, driveway, or sidewalk, prior to construction and with a minimum of 4-inch along the curb. Any lost or damaged brick pavers shall be replaced and paid for by the CONTRACTOR. The ENGINEER shall inspect the brick pavers prior to installation. If a shortfall of brick pavers for the street is encountered, the CONTRACTOR shall transport from the VILLAGE yard and install any additional required brick pavers to complete the limits as noted on the plans. The additional brick pavers shall be furnished by the VILLAGE. No additional compensation will be made for transporting and installing additional brick pavers required.

Bedding Sand: The sand setting bed shall be 1” deep and shall conform to FA-2. Sand shall be clean, well graded, and free from salts or other foreign matter. Sand shall not contain shale, stone dust, screenings, or lightweight aggregates.

Joint Sand: Joint sand shall be clean, well graded, and free from salts or other foreign matter Sand shall not contain shale, stone dust screenings, or lightweight aggregates. Joint sand gradation shall comply with ASTM 0-144 or ASTM C 33.

Joint Sand Stabilizer: Joint sand stabilizer shall be SandLOCK Additive as manufactured by:

SandLock, L.L.C.
P0 Box 746
Prior Lake, MN 55372
Phone: 952-226-6833
wwwsandlock.net

or approved equal. Sand stabilizer shall be either hand or mechanically mixed with the dry joint sand at a rate of 3 to 4 pounds of SandLock per 100 pounds of dry joint sand. Once mixed, the material must remain dry prior to application.

Geotechnical Fabric: Geotechnical fabric shall be installed along the curbs and other concrete structures a minimum of 2’ width. This item of work shall comply

with the applicable portions of Sections 210 of the Standard Specifications and Article/Section 1080.02.

Basis of Payment: This work will be paid for at the contract unit price per square foot for REMOVE AND RESET BRICK PAVERS (ALONG CURBS AND SIDEWALK / CURB RAMPS), SPECIAL, which price shall include removing, cleaning, stacking, transporting and installing the brick pavers, transporting and installing additional brick pavers if required. The also includes the removal and disposal of surplus, unstable, unsuitable, and organic and installing the base material and bedding sand, joint sand, joint sand stabilizer, geotechnical fabric, equipment and materials necessary to complete the as specified herein.

RESET SPECIALTY DRIVEWAY PAVER

This work shall consist of the removal of existing driveway brick or stone pavers and/or any other type of specialty driveway pavement and replacement with the same material in kind to the same or better condition as was prior to the removal at locations and to the limits as specified by the ENGINEER. The finished grade of the replaced driveway material shall match the existing grade of the existing sidewalks, curbs, or landscaped areas.

Materials: Pavers shall be in accordance with Article 1041.03 of the Standard Specifications. Sand of gradation FA-2 shall be used for levelling of the driveway base.

Equipment: Equipment shall only consist of hand tools which will not damage or affect the finish of the existing brick or stone pavers.

Construction Requirements: Brick or stone pavers shall be removed where directed by the ENGINEER prior to the removal of curbs or sidewalks to prevent damage. Pavers shall be cleaned of any excess jointing materials prior to storage. The CONTRACTOR shall be responsible for the replacement of any lost or damaged paver materials. Once construction of the new sidewalk or curb allows for the replacement of the specialty driveway, the base shall be levelled with sand material such that the surface of the replaced driveway pavers match the existing driveway, sidewalk, parkway, or other surrounding material. The sand used to level the base will be considered included in the cost of RESET SPECIALTY DRIVEWAY PAVER.
Damage to the parkway as a result of the storage of materials shall be restored to the same or better condition as was prior to the work at the expense of the CONTRACTOR.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE FOOT for RESET SPECIALTY DRIVEWAY PAVER, which price shall be payment in full for the removal, cleaning, storage, and placement of brick or stone pavers and all other necessary materials as required. The payment area shall consist of only the driveway area where the work was performed.

PCC ALLEY DRIVEWAY PAVEMENT REMOVAL (8")

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440.

Driveways shall be sawed their entire thickness prior to their removal, as directed by the Public Work Director (or his/her designee).

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

The Contractor shall notify all residents 48 hours prior to removing their driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. ALLEY DRIVEWAY PAVEMENT REMOVAL 8", which price shall be payment in full for removal and disposal of existing materials and excavation.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

PCC ALLEY DRIVEWAY PAVEMENT REPLACEMENT (8")

This work shall be done in accordance with the Standard Specifications insofar as applicable.

This work shall consist of transitioning existing concrete driveways into new curb. Driveways shall be replaced with P.C.C. concrete as detailed.

The concrete used shall be Class PV Portland Cement Concrete. All Portland Cement Concrete shall be treated with a protective coat application.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities, placement of concrete as directed by the Public Work Director (or his/her designee), cleanup and restoration of adjacent areas. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. ALLEY DRIVEWAY PAVEMENT REPLACEMENT 8", which price shall be payment in full for Portland Cement concrete, 1" thick granular sub base, shaping, compaction, and restoration of adjacent areas.

This item does NOT include the repair or replacement of concrete driveway aprons disturbed during the performance of this project. Concrete driveway aprons disturbed during the performance of this project are incidental to this contract.

PCC SIDEWALK MUDJACKING

Description: This work shall consist of the lifting and levelling of existing PCC sidewalk slabs as marked in the field.

Materials: Water: The CONTRACTOR must pick-up a Village issued water meter and RPZ device at the Village Yard located at 711 Laramie Avenue (847-853-7500). The Village has a limited number of meters and RPZ devices and if none are available, the CONTRACTOR will be responsible for supplying its own meter and RPZ device. A $1,500 refundable deposit (cash, check, Visa, MC) and a meter loan permit are required before a Village meter and RPZ device will be issued. The permits are obtained through the Village of Wilmette Engineering Department at 1200 Wilmette Avenue (847-853-7660). The CONTRACTOR may also opt to fill only at the Village Yard in lieu of picking up a Village issued water meter, but no additional compensation will be allowed.
Jacking Material: The CONTRACTOR shall specify the jacking material to be used prior to beginning work, and is subject to approval by the ENGINEER.
Hole Patch Material: The CONTRACTOR shall specify the hole patching material to be used prior to beginning work, and is subject to approval by the ENGINEER.

Equipment: Equipment used shall be capable of lifting sidewalk and driveway slabs, and is subject to approval by the ENGINEER.

Construction Requirements: Drill holes: Holes shall be drilled by the CONTRACTOR using a method approved by the ENGINEER. Any sidewalk that is cracked or damaged as a result of negligence by the CONTRACTOR shall be replaced at the expense of the CONTRACTOR. A minimum of two (2) holes will be required per sidewalk slab.
Patching: Holes in the sidewalk drilled by the CONTRACTOR shall be patched after jacking and be flush with the existing concrete using materials approved by the ENGINEER.

Jacking: Sidewalk shall be raised and pitched to meet ADA requirements. Sidewalk slabs should be lifted to allow for ¼" of settlement during the curing process to match adjacent concrete.

Cleanup: The CONTRACTOR shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

Basis of Payment: This work will be paid for at the contract unit price per SQUARE FOOT for PCC SIDEWALK MUDJACKING, which price shall be payment in full for the drilling, lifting, patching and cleanup of sidewalks and all other materials and work as necessary.

5. **SCHEDULING OF WORK AND COMPLETION DATES**

The Contractor shall coordinate directly with Public Works / Engineering Director

(or his/her designee) for each Municipality to schedule the work.

The Contractor shall notify each Municipality no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, the Cook County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Public Works / Engineering Director (or his/her designee).

All work shall be completed prior to October 31, 2017 unless otherwise agreed to by a Municipality or as specified below for individual Municipalities.

Village of Wilmette: All sidewalk work shall not start before June 13, 2017 and shall be complete on or before July 31, 2017.

6. **PERMITS**

For any State or County Highway Permits or other required Local Permits, the Contractor shall execute all necessary permit forms, provide and pay for any fee and bond requirements, and execute and comply with all insurance and performance guarantee requirements as incidental to the Contract.

7. **CONCRETE TESTING**

All materials incorporated in this Contract are to be inspected according to the non-QC/QA programs per the Project Procedures Guidelines (PPG). The latest version is available on the IDOT website at:
http://www.dot.state.il.us/materials/projectproceduresguide.html

ATTACHMENT C

Except for such work as may be required to properly maintain lights and barricades, 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 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

APPENDIX 1: PREVAILING WAGE ORDINANCE

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-1909

A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES IN THE VILLAGE OF LINCOLNWOOD

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* (***"Act"***); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; 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 adopt this Resolution;

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. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of July 2015, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department's July 2015 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. 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 3rd day of May, 2016.

AYES: Trustees Bass, Cope, Patel, Klatzco

NAYS: None

ABSENT: Trustees Elster, Spino

ABSTENTION: None

APPROVED by me this 3rd day of May, 2016.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
3rd day of May, 2016

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

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 6**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: **Approval of a Resolution to Approve a Contract with the Detroit Salt Company of Detroit, Michigan for the Purchase of Bulk Sodium Chloride in an Amount Not to Exceed $56,000**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Village relies upon bulk sodium chloride ("road salt") to maintain the safety of roadways during periods of snow and ice. The Village annually purchases approximately 800 tons of bulk rock salt for snow and ice control operations during the winter months.

On April 6, 2017 a joint bid with the Villages of Glencoe, Kenilworth, and, Winnetka was advertised in the *Dodge Report* and the *Lincolnwood Pioneer Press* for the purchase of road salt. Bid packets were sent to six vendors. On April 20, 2017 the Village received and opened four bids. All four bids were received by the Village prior to the deadline set forth in the bid package, and prior to the actual bid opening; however, two were placed in a different location by the staff member who received the FedEx envelopes and were not discovered by Public Works staff or opened until after the public opening. Staff has documentation that confirms that these two bids were received in the Village prior to the deadline. Staff consulted with the Village Attorney who determined that since the bids were in the possession of the Village by the deadline, and were not opened prior to the opening of the two bids that were known at the time of the bid opening, no unfair advantage was provided to any of the bidders and the packages could be opened. The Village's bidding documents allow for the Village to waive irregularities in the bidding process. The following table displays all of the bids received (prices are for Lincolnwood only):

Vendor	Vendor Location	Price Per Ton
Detroit Salt Co.	Detroit, MI	$63.47
Cargill, Inc.	North Olmstead, OH	$64.58
Morton Salt, Inc.	Chicago, IL	$66.52
Compass Minerals America, Inc.	Overland Park, KS	$67.53

The lowest responsible bidder, meeting all bid specifications, is The Detroit Salt Company ("Detroit Salt"). Detroit Salt has successfully provided salt for the Village in the past, including during the 2016/2017 season. The Village paid $65.50 per ton during the 2016/2017 season. For these reasons, staff recommends award of a contract to Detroit Salt for the provision of bulk road salt.

FINANCIAL IMPACT:
$56,000 has been budgeted in the fiscal year 2017/18 annual budget for the purchase of road salt for snow and ice removal.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Bid Proposal
3. Proposed Contract

RECOMMENDED MOTION:
Move to approve a Resolution approving a contract with The Detroit Salt Company of Detroit, Michigan for the purchase of bulk sodium chloride.

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION APPROVING A CONTRACT WITH THE DETROIT SALT COMPANY OF DETROIT, MICHIGAN FOR THE PURCHASE OF BULK SODIUM CHLORIDE

WHEREAS, the Village jointly sought proposals for the award of a contract for the purchase of bulk rock salt (***"Contract"***) with the Villages of Glencoe, Kenilworth, and Winnetka; and

WHEREAS, The Detroit Salt Company of Detroit, Michigan (***"Detroit Salt"***), was the lowest responsible bidder of the firms that submitted proposal packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Detroit Salt will serve and be in the best interest of the Village;

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 Detroit Salt shall be, and 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 shall be, and they 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 Detroit Salt; 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 shall, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

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PASSED this ___ day of_____, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2017.

_____
Barry Bass, President
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

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EXHIBIT A

CONTRACT

PROPOSAL

VILLAGES OF GLENCOE, KENILWORTH, LINCOLNWOOD, AND WINNETKA
CONTRACTS FOR THE
2017-18 BULK SODIUM CHLORIDE PURCHASE

BIDDER'S PROPOSAL

Proposals to be opened at **10:00** a.m. on **April 20, 2017** at Village Hall Council Chambers, Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois.

Name of Bidder The Detroit Salt Company ("***Bidder***")
Office Address 12841 Sanders Street
City, State Zip Detroit Michigan 48217

Contact Person M. Geyer Telephone 313.841.5144

Email sales@detroitsalt.com Fax 313.841.0466

TO: Village of Glencoe
Village of Kenilworth
Village of Lincolnwood
Village of Winnetka (collectively, the ***"Owners"***)

CARE OF: Village of Lincolnwood ("***Bidding Agency***")
Public Works Department
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712
Attn: Andrew Letson, 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 ("*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 each Owner, in the form of the applicable 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 to provide bulk sodium chloride (highway deicing salt) to each of the Owners for the 2017-18 winter season, in accordance with the Specifications attached to this Bid Package; (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 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 each respective 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 each 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 Bidder understands and agrees will be made a part of the Contract. The Bidder will enter into separate contracts with each Owner.

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 and by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

SCHEDULE OF PRICES

Bulk Sodium Chloride (Highway Deicing Salt)	Estimated Quantity (Tons)	Unit Cost	Extension
Village of Glencoe	800	$ 63.47	$ 50,776
Village of Kenilworth	100	$ 63.47	$ 6,347
Village of Lincolnwood	800	$ 63.47	$ 50,776
Village of Winnetka	1,000	$ 62.47	$ 62,470

BIDDER MUST ATTACH ALL STATEMENTS REQUIRED BY SECTION 16 OF THE GENERAL INSTRUCTIONS TO BIDDERS.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owners' estimate only, that Owners reserve 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 each Contract;

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(7) Sample Performance Bond and Labor & Material Bond Forms (for Bidding Agency);
(8) Contract samples from each of the eight Owners, including all of the respective Attachments and Appendices, if any (each a ***"Contract"***);
(9) Specifications (as Attachment A); and
(10) Contract Information and Delivery Locations (as Attachment B).

4. **Inspection and Examination**

The Bid Package may be examined, and a copy of the Bid Package may be obtained without fee, at the office of Bidding Agency as listed above. Persons may request documents to be sent by mail, or via e-mail, by contacting Andrew Letson at aletson@lwd.org. In making copies of the Bid Package available to prospective Bidders, Owners do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall then inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owners will receive sealed Bidder's Proposals for the Work until **10:00 a.m.**, local time, **April 20, 2017**, at the Village of Lincolnwood Council Chambers, Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security and Insurance**

A. Bid Security. Each Bidder's Proposal shall be accompanied by eight security deposits, each in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank and insured by the Federal Deposit Insurance Corporation or (2) a Bid Bond in the form included in the Bid Package from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in Best's Insurance Guide. The security deposits shall be in the amount based on the table below for the Owner to which the deposit applies, and shall be payable without condition to that Owner. Separate security deposits should be provided for each Owner.

Contract Bid Security Amounts

Total Bid Amount		Security Amount
From	Thru	
$ 0	$ 10,000	0 %
$ 10, 001	$ 50,000	10.0 %
$ 50, 001	$ 100,000	5.0 %
$ 100, 001	$ 5,000,000	3.0 %

The Village of Kennilworth does not meet the 10% threshold

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of each Contract, each

2. Owners are 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 each Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in each Contract, but in no event later than April 1, 2018 under any 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 9 and 12 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 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 Owners 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 Owners, 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 Owners that Bidder is adequately prepared to fulfill the Contract.

D. Owners' Reliance. Bidder acknowledges that Owners are 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. **Owners' Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if any Owner awards Bidder a Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if any Owner awards Bidder a 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 such Owner will sustain by reason of any such failure and, for such reason, Owners shall have the right, at their 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 they may have against Bidder.

8. **Owner's Rights**

Bidder acknowledges and agrees that Owners reserve 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 12 of the General Instructions to Bidders.

9. **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 18 day of April, 2017

ATTEST:

By: M Geyer

Print Name: M. Geyer

Title: Manager

BIDDER

By: E M

Print Name: E. Manos

Title: President

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6, FOR SIGNATURE REQUIREMENTS

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CONTRACT BETWEEN

VILLAGE OF LINCOLNWOOD

AND

THE DETROIT SALT COMPANY

FOR THE PROVISION OF

2017/2018 Bulk Sodium Chloride

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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 THE DETROIT SALT COMPANY, 12841 Sanders Street, Detroit, Michigan, 48217 ("***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 blueline 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 Contract 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 al 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, IL 60712
Attention: Ashley Engelmann, Public Works Director

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:

The Detroit Salt Company
12841 Sanders Street
Detroit, MI 48217

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 supersedes 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)
) SS
COUNTY OF _____)

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: THE DETROIT SALT COMPANY

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 the supply and delivery of 800 tons of bulk highway deicing salt to be used for ice and snow removal and control. The contract to provide this product is for the period of the commencement date to April 30, 2018.

2. **Work Site**:

Village of Lincolnwood Public Works Department located at 7001 N. Lawndale Ave Lincolnwood, IL 60712.

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

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

4. **Commencement Date**:

Upon date of execution.

5. **Completion Date**:

April 30, 2018, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage**:

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$300,000 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.

7. **Contract Price**:

$63.47 per ton

8. **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 B
SPECIFICATIONS

INTENT

The Municipalities are accepting bids from qualified vendors to provide bulk sodium chloride (highway deicing salt) for the 2017/2018 winter season. It is the intention of these specifications to furnish sufficient detail to permit qualified vendors to quote on furnishing and delivery of such product to the Delivery Locations outlined in Contact Information and Locations. The Municipalities reserve the right to reject any or all bids, to waive any informalities in bidding and to accept that proposal deemed most advantageous to the Municipality.

SCOPE OF SERVICE

The successful vendor shall provide all labor, services, transportation, equipment and other means and items necessary for the supply and delivery of bulk highway deicing salt to be used for ice and snow removal and control in accordance with these specifications. Proposals are being requested for a one-year contract with an option to renew for up to one (1) one year increment to provide this product for the period of September 1, 2017 to April 30, 2018.

DEFINITIONS

"Deicing Salt" shall mean sodium chloride intended for use as a deicer for road maintenance purposes and meeting the American Society for Testing Materials –Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the invitation for bids except as modified in this bid document.

"Delivery Location" shall collectively mean the delivery locations outlined in Contact Information and Locations.

"*Vendor*" as used herein, means a provider of goods and services, or both, who is responding to a bid.

"Municipalities" shall collectively mean the City of Park Ridge and the Villages of Bannockburn, Glenview, Lincolnwood, and Wilmette.

GUARANTEED PURCHASE

During the contract period, each individual Municipality guarantees to purchase not less than 80% of the contract amount. The vendor guarantees to furnish not less than 120% (if required) of the contract amount by April 1, 2018 at the same unit price bid.

DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions and specifications and the vendor shall be held liable. Such deviations and exceptions however, may result (solely at the Municipality's discretion) in rejection of the bid as being non-responsive.

NOTICE TO PROCEED

The vendor shall not commence work under this agreement until notice to proceed in the form of an approved purchase order has been provided by the Municipality.

MATERIAL SPECIFICATIONS AND REQUIREMENTS

Unless otherwise provided, all deicing salt shall comply with the latest published standard methods of the American Society for Testing Materials –Designation: D632-01: Standard Specification for Sodium Chloride, Type I - Grade 1, and revisions thereof, in effect on the date of the invitation for bids except as modified in this bid document.

Grade 1 provides a particle grading for general application and has been found by latest research to be most effective for ice control and skid resistance under most conditions.

PHYSICAL COMPOSITION

Deicing salt shall meet the following physical and chemical requirements:

1. Gradation

    a. Passing a 1/2 inch (12.5 mm) sieve 100%
    b. Passing a 3/8 inch (9.5 mm) sieve 95 to 100%
    c. Passing a No. 4 (4.75 mm) sieve 20 to 90%
    d. Passing a No. 8 (2.36mm) sieve 10 to 60%
    e. Passing a No. 30 (600 um) sieve 0 to 15%

2. Highway deicing salt furnished on any order will not contain more than one-half pound nor less than 35 ppm of ferric ferrcyanide or sodium ferrocyanide per ton at the delivery point.

3. The deicing salt shall arrive at the Delivery Locations in a free flowing and usable condition.

4. Reclaimed or re-crushed rock salt will not be accepted.

5. The Municipalities reserve the right to reject any shipments of deicing salt which are delivered in a frozen or caked condition, or which contain free water.

6. The sodium chloride content shall be not less than 95.0 percent.

In the case of deicing salt sampled after delivery to the Municipalities, tolerances from the foregoing specified values shall be allowed as follows:

Grading – 5 percentage points on the maximum value for the range for each sieve size, except the 1/2 inch (12.5 mm) and 3/8 inch (9.55 mm) for Grade 1.

Chemical Composition – 0.5 percentage point.

FOREIGN MATERIALS

Truckloads of deicing salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. may be rejected at the delivery site. In the event the Municipality discovers foreign material in truckloads of deicing salt already dumped, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the Municipality and returned for credit. The vendor shall immediately ship a conforming load of replacement deicing salt.

PRODUCT AVAILABILITY AND INSPECTION

The successful vendor shall be required to furnish satisfactory evidence by November 1st, of each year that they have or will have stockpiles of deicing salt in Illinois or near its boundaries in sufficient quantities to satisfy contractual requirements. Such stockpiles must be near enough to delivery points to allow for timely deliveries.

The successful vendor may also be required to furnish a list of commitments against these stockpiles as a result of other contracts. If, in the opinion of the Municipalities, the vendor does not have sufficient stockpile quantities to satisfy contractual requirements, the Municipalities may reward a portion or all of the awards to the vendor(s) offering to honor the contract price or its next lowest compliant bid.

The Municipalities reserve the right to make inspection and tests of the deicing salt, either at the origin of the shipment, barge unloading points or at destination, whichever is most convenient to the Municipalities.

ORDERING AND DELIVERY

1. The Municipalities may place an initial fill order on or about September 15, 2017. The successful vendor will be required to ship the initial fill order by October 31, 2017 in increments acceptable to the Municipalities. The initial fill order may be up to 60% of the total order.

2. During seasonal deliveries between November 1, 2017 and April 1, 2018, the Municipalities may order up to 50% of the awarded contract tonnage in any given seven (7) day period.

3. Delivery of orders placed between November 1, 2017 and April 1, 2018 shall be made within seven (7) working days from the date of order.

   For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period.

4. **The Municipalities will <u>NOT</u> accept deliveries when it is raining.**

5. Deicing salt transported in open trucks shall be covered to provide protection against the weather. Trucks used for transportation shall be clear of foreign objects or debris and dry. The obligation for the protection of the deicing salt rests solely with the vendor (holder of the purchase order).

6. Deliveries made by motor truck will be accepted only during regular work days and working hours, 8:00 a.m. to 4:00 p.m. Monday thru Friday, except as specified in the next section (ORDERING AND DELIVERING – 6), or when special arrangements have been made in advance with the Director of Public Works or their designee.

7. Delivery Locations for each Municipality are outlined in Contact Information and Locations.

8. *All deicing salt that is delivered by motor trucks is to be transported in dump trucks or in self-unloading vehicles. It shall be the responsibility of the vendor to unload the deicing salt as directed by the Municipalities.*

9. All releases will be for amounts that will make a full truck load (minimum 20 tons). Vendors will not be expected to haul partial loads.

10. Delivery tickets shall be a certified scale ticket indicating gross, tare and net weight of each truckload of deicing salt. Unless otherwise directed, each delivery ticket must also be signed by an authorized Municipal representative at the delivery location point to verify the Municipality has accepted the material. The vendor shall include the date of delivery on each delivery ticket.

LIQUIDATED DAMAGES AND DELIVERY FAILURE DAMAGES

Orders placed between November 1, 2017 and April 1, 2018 shall be subject to application of liquidated damages as stated herein.

If the vendor is unable to make delivery within the authorized delivery time, the Municipality shall have the right to retain as liquidated damages, and not as a penalty, $0.20 per ton per calendar day on the undelivered portion of the order.

If after seven calendar days of liquidated damage assessment the vendor has still

failed to deliver as required, the Municipalities reserve the right to take action to remedy the failure of the vendor to perform without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or other action to ensure availability of salt for public safety purposes.

INVOICING

1. Vendor invoices shall show the date orders were placed with the vendor and the dates and amounts of deicing salt delivered. The vendor shall include the release order number and the date of delivery on each delivery ticket.

2. The Vendor shall invoice each Municipality separately.

3. The deicing salt will be paid for at the contract unit price per ton for furnishing and transporting deicing salt to the delivery location identified by each Municipality.

COMMUNICATION/POINT OF CONTACT

1. The vendor shall meet with the Director of Public Works or their representative from each Municipality to review the terms, conditions and any other pertinent information prior to beginning work on the contract or should issues arise during completion of the contract.

2. The successful vendor shall be required to submit to the Municipalities within ten (10) calendar days after receipt of the contract, a list of ordering, delivery and billing contacts and phone numbers and email address if available.

CONTRACT PERIOD/TERMS

CONTRACT LENGTH

The initial term of this contract shall be from September 1, 2017 and expiring April 30, 2018. This price quoted by the vendor must remain in effect from date of bid acceptance until April 30, 2018.

DELIVERY TERMS

Prices shall be quoted F.O.B. delivered and unloaded to the delivery location identified by each Municipality. All costs associated with delivering salt to this drop point are included in each price per ton. Other F.O.B. terms will not be accepted.

CONTRACT EXTENSION

The initial term of this agreement shall be from on September 1, 2017 and expiring April 30, 2018. The term of this agreement may be extended for one-year periods for a maximum of one

(1) additional year, if approved and accepted in writing by both the vendor and the Municipalities prior to April 30th of the appropriate year.

Vendor performance, quality of products, price, costs savings and the Vendor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by the Municipalities to exercise an option year. The Vendor must submit a written proposal requesting the Municipalities exercise an option year no later than March 15th of the appropriate year, providing price for the subsequent contract year and other pertinent information that would assist the Municipalities in the decision making process.

The initial agreement places no obligation on the Municipalities to renew or appropriate funds for salt purchasing beyond the initial term of the agreement and agreement extensions are dependent upon sufficient funds being appropriated each fiscal year by the corporate authorities of each Municipality for this work.

LATE SEASON DISCOUNT OPTION

After March 1, 2018, the Municipalities and vendor may negotiate and agree to a late season discount to be offered for late season purchases within this contract term. Negotiated discount shall be a single percentage to be applied to the contracted price within this contract. Such purchases are dependent upon availability of deicing salt for late season delivery and invoicing prior to contract expiration.

PURCHASES GREATER THAN 120% OF GUARANTEED LIMIT – ECONOMIC ADJUSTMENT

The Vendor's price shall remain firm up to the 120% guaranteed limit. The 120% guaranteed limit shall be calculated separately for each Municipality. In the event a Municipality reaches the 120% guaranteed purchase limit established by this contract and elects to purchase additional deicing salt over and above the 120% guaranteed level, if necessary the vendor shall demonstrate that increases in the costs for goods covered by the contract issued as the result of this invitation for bid have increased by more that 5% during the time period in which the contract is in effect.

The vendor, upon submission of written proof of such increase to a Municipality and subsequent approval of a Municipality, is entitled to adjust the price by an amount sufficient to compensate the vendor completely and precisely for such increase. The claim for such an adjustment must include a certification from the manufacturer/supplier verifying that their cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the vendor. No increase or change in the vendor's overhead or profit, or other factors will be approved. The Municipalities reserve the right to ask for invoices, published price lists or any other evidence establishing the vendor's costs to support the increase. Increases which are 5% or less will not be considered.

In all cases, the vendor must file a claim for such adjustment prior to the delivery of the goods. If the vendor has complaints filed against him for non-delivery, his request may be denied until such time as all past complaints are resolved to the satisfaction of the Municipalities. In any

event, the claim for such adjustment will not apply to orders dated prior to the date the Municipality received the required documentation necessary to justify the increase.

In the event such costs should decrease by more than 5% during the time period such contract is in effect, the vendor shall adjust the price downward to reflect such decrease. Such decreases shall become effective immediately upon notification to the vendor by its supplier of the amount of the decrease. It is the responsibility of the vendor to notify the Municipality of any such decrease.

In the event the adjusted price offered by the vendor to the Municipality is higher than the next lowest vendor's bid which was offered on the bid invitation, and if the next lowest bidder is willing to hold its quoted price firm, or if other vendors are willing to honor the current contract price, the Municipality shall be permitted to procure deicing salt from other vendor (s) at the lowest quoted price. In this case, a secondary award will be made and will be in effect for as long as the quoted price remains firm. Should more than one vendor agree to honor the current contract price, a determination of the disposition of secondary awards will be made in the best interests of the Municipality.

QUALIFICATIONS AND REFERENCES

The successful vendor must have extensive experience in the business of providing bulk highway deicing salt to agencies responsible for maintaining safe roadways through winter season snow and ice removal operations and must demonstrate evidence of their ability to meet or exceed the contract terms.

Vendors shall provide the following with their bid documentation:

1. Names and locations of salt stockpiles/terminals and the county/individual locations they will service.

2. Names of trucking companies and the salt terminals that they will operate from. This will include whether or not they are under contract with the vendor or independent haulers.

3. Estimated daily capacity of each terminal to deliver salt to the Municipality. This "thru-put" capacity needs to be understood as a realistic estimate of what could be expected under adverse weather conditions.

4. All vendors that are dependent upon another salt producer for its supply will provide a statement from their salt supplier guaranteeing that the vendor has a supply commitment for the Municipality. This statement shall be supplied with the bid response.

5. Vendors must return with the bid document, a list of no less than four (4) references from a local government agency that has purchased comparable quantities of the specified product within the last two (2) years. The list must include the name of the government agency along with the name and phone number of a contact person for each agency.

VENDOR RESPONSIBILITIES

PERSONNEL AND EQUIPMENT

The vendor shall supply all material, equipment and personnel necessary to complete the work specified.

VENDOR SAFETY RESPONSIBILITY

Nothing in this contract or the contracts is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the vendor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by the Public Works Department, including officers and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to their parties, regarding work place safety.

In order to ensure this and other duties of the Vendor, certain indemnification and insurance is required by the contract. Additionally, the vendor guarantees to the Public Works Department a safe work place shall be provided for all employees of the vendor and each of its subcontractors. There shall be no violation by the vendor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other work place safety act of the State of Illinois or other work place safety requirement. The vendor agrees to require this work place safety guarantee of all subcontractors, and expressly require the Municipality of Lincolnwood to be a third party beneficiary of each guarantee.

PAYMENT OF TOLLS

The vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the Municipality.

MISCELLANEOUS INFORMATION

Under no circumstance will the Municipality extend storage or security of the vendor's stock or equipment at the Public Works Department.

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, 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 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

APPENDIX 1: PREVAILING WAGE ORDINANCE

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-1909

A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES IN THE VILLAGE OF LINCOLNWOOD

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* (***"Act"***); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; 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 adopt this Resolution;

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. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of July 2015, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department's July 2015 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. 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 3rd day of May, 2016.

AYES: Trustees Bass, Cope, Patel, Klatzco

NAYS: None

ABSENT: Trustees Elster, Spino

ABSTENTION: None

APPROVED by me this 3rd day of May, 2016.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
3rd day of May, 2016

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

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Request for Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 7**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Authorizing a Contract Renewal with Planned Forest Solutions of Chicago, Illinois for Consulting Arborist Services in an Amount Not to Exceed $20,000

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Since 2006, the Village has contracted with a firm to perform consulting arborist services. The consulting arborist has performed a number of duties including reviewing residential building plans for compliance with the Village's tree protection and planting requirements, and private hazardous tree mitigation. In 2016, the firm that had been providing the Village with consulting arborist services informed staff that they would no longer be able to provide services due to staffing challenges. On March 17, 2016 a request for proposals (RFP) for consulting arborist services was released. RFP packets were sent to 10 vendors and an advertisement was published in the *Lincolnwood Review* and the *Dodge Report.*

On May 3, 2017, the Village Board awarded a contract to Planned Forest Solutions of Chicago, Illinois for consulting arborist services. The current contract expires on May 10, 2017 and Planned Forest Solutions has expressed interest in renewing the contract for an additional year. Planned Forest Solutions has proposed a cost increase of $1.44 per hour to $73.44 per hour, which constitutes a 2.0% increase and matches the most recent change in the consumer price index.

Planned Forest Solutions has satisfactorily met the contract specifications over the past year. For this reason, staff is recommending the contract be renewed for an additional year.

FINANCIAL IMPACT:
$20,000 has been budgeted in the fiscal year 2017/2018 annual budget for consulting arborist services. Staff will work with the consulting arborist to ensure that the total annual cost does not exceed the budgeted amount.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Agreement Extension with Contract
3. Planned Forest Solutions' Letter of Intent to Renew

RECOMMENDED MOTION:
Move to approve a Resolution approving a one-year extension of a contract with Planned Forest Solutions of Chicago, Illinois for consulting arborist services.

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF A CONTRACT WITH PLANNED FOREST SOLUTIONS OF CHICAGO, ILLINOIS FOR CONSULTING ARBORIST SERVICES

WHEREAS, on May 10, 2016, the Village entered into an agreement with Planned Forest Solutions of Chicago, Illinois ("***PFS***"), for the provision of consulting arborist services ("***Agreement***"); and

WHEREAS, pursuant to Section 2.E of the Agreement, the Village and PFS may mutually agree to extend the Agreement for additional one-year terms; and

WHEREAS, the Village and PFS now desire to extend the Agreement for an additional one-year term beginning May 10, 2017 ("***2017 Agreement Extension***"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the 2017 Agreement Extension with PFS will serve and be in the best interest of the Village;

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 2017 AGREEMENT EXTENSION. The 2017 Agreement Extension by and between the Village and PFS is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF 2017 AGREEMENT EXTENSION. The Village Manager and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the 2017 Agreement Extension upon receipt by the Village Clerk of at least one original copy of the 2017 Agreement Extension executed by PFS; provided however, that if the executed copy of the 2017 Agreement Extension 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]

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PASSED this ___ day of _____, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2017.

_____
Barry Bass, President
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

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EXHIBIT A

2017 CONTRACT EXTENSION

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AGREEMENT EXTENSION

FOR AND IN CONSIDERATION of their mutual promises, the Village of Lincolnwood (hereinafter "VILLAGE") and Planned (hereinafter "CONTRACTOR") hereby agree to adopt and continue each and every one of the conditions contained in the Agreement dated May 10, 2016 a copy of which is attached hereto.

The above will be completed for a fee of $73.44 per hour.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this day _____ of _____, 2017.

INDEPENDENT CONTRACTOR

_____
Authorized Representative (Sign)

_____
Title of Authorized Representative

VILLAGE OF LINCOLNWOOD

_____
Timothy C. Wiberg
Village Manager

ATTEST:

_____
Beryl Herman, Village Clerk

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VILLAGE OF LINCOLNWOOD
PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (***"Agreement"***) is dated as of the 10th day of May, 2016, and is by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (***"Village"***), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name (*"Consultant"*):	Planned Forest Management
Address:	4315 N. Kenmore Avenue #3S Chicago, Illinois 60613
Telephone No.:	(773) 243-7442
Email:	andrew@plannedforest.com
Project Name/Description:	Consulting Arborist Services
Agreement Amount:	$72.00 per hour

B. Work Description. The Consultant will provide tree permit review, hazard tree mitigation, and on call evaluation services, as described in greater detail in Attachment A (***"Proposal"***).

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village (***"Time of Performance"***). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village.

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

E. Term. The term of this agreement shall be fore one (1) year from the Commencement Date. This Agreement may be renewed for additional one (1) year terms upon mutual consent of the Village and Consultant.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Agreement Amount in Section 1.A. The Village shall pay to the Consultant the amount billed within 45 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The

records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

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

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

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

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

F. Annual Rate Adjustment. The Consultant may increase the price outlined in Section 1.A on an annual basis for the term of each one year extension by no more than the annual average increase in the Chicago Consumer Price Index for all urban consumers (available through the Bureau of Labor Statistics www.bls.gov) for the previous 12 month period. Only one increase shall be allowed in any agreement extension period.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation. Unless provided with an explicit exception from the Village Manager, or his designee, the Consultant shall provide personnel on site no less than one day per week which is to be scheduled in advance.

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

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or

subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

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

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the amount outlined in Attachment A.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et*

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

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

E. Compliance With Laws and Grants.

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

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

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

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

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

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

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

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

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

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

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

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

Planned Forest Solutions
4315 N. Kenmore Avenue #3S
Chicago, Illinois 60613
Attention, Andrew Lueck, President

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this 10th day of May, 2016.

ATTEST:

By: Beryl Herman
Beryl Herman,
Village Clerk

VILLAGE OF LINCOLNWOOD

By: _____
Timothy C. Wiberg,
Village Manager

ATTEST:

By: Jissenia Ramos

CONSULTANT

By: _____
Andrew Lueck
President

OFFICIAL SEAL
JISSENIA RAMOS
Notary Public - State of Illinois
My Commission Expires 1/12/2020

ATTACHMENT A
PROPOSAL

A. Proposal for Arborist Services – The Consultant must provide the following services:

1. Permit Review
   i. Review residential and commercial building plans, including remodel and reconstruction, to ensure compliance with the Village's tree protection requirements.
   ii. Review residential tree removal permit applications to ensure compliance with the Village's requirements.

2. Hazardous Tree Mitigation
   i. Work with private property owners to ensure mitigation of hazardous trees, issue tickets for violations of the Village Code, and attend and testify at the Village's monthly administrative adjudication proceedings.
   ii. Work with property owners to reach a positive outcome in a courteous manner.

3. On-Call Evaluations: Assist with evaluations of public and private trees following severe storms. This work will often be on call and could be at short notice.

B. Additional Requirements – The selected Consultant must possess the following characteristics and provide the Services in accordance with the following requirements:

1. The Consultant and its employees must represent the Village in a polished, professional manner, working as a team with Village employees.

2. The Consultant must address all inquiries or complaints by the public in a timely, professional manner, and must timely alert the Village of any issues relating to the provision of the Services.

3. The Consultant and its employees must demonstrate positive working relationships with Village staff and private property owners.

4. The Consultant must be responsive in a courteous, efficient and timely manner to inquiries made by Village officials and staff, and other third parties.

5. The Consultant must maintain weekly office hours on a regular schedule (i.e. generally the same day of the week) for at least eight hours per week. The Village will provide an employee of the Consultant with a work station, a Village e-mail address, and standard Microsoft applications for use by the Consultant's employee

while performing work associated with the Services. To the maximum extent feasible, the same person from the Consultant must attend office hours each week.

6. The Consultant must provide adequate transportation for its employees. The Village will provide a magnetic decal of the Village's logo for use by the Consultant's employees while performing work associated with the Services.

7. The Consultant must provide and maintain the following insurance policies and coverages at the Consultant's expense:

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

      (1) Workers' Compensation: Statutory Limits

      (2) Employer's Liability:

      $500,000 injury-per occurrence

      $500,000 disease-per employee

      $500,000 disease-policy limit

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

   B. Business Auto 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 of the Consultant must be included as insured.

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

      $1,000,000 combined single limit per occurrence for bodily injury, and property damage and personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

      Coverages must 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 must be deleted.

All employees of the Consultant must 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. The Village, its officials, employees, agents and volunteers must be named as an Additional Insured on a primary and non-contributory basis by policy endorsement using ISO form CG 20 10 or CG 20 26 on the required liability policies.

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PLANNEDFOREST SOLUTIONS
URBAN TREE PLANNING AND CONSULTING

TO: Village of Lincolnwood

FROM: Andrew Lueck, Village Arborist

DATE: April 25, 2017

SUBJECT: Renewal of Consulting Arborist Services Contract

The purpose of this letter is to inform the Village of Lincolnwood that Planned Forest Solutions LLC wishes to renew the annual contract to provide consulting arborist services to the Village, first executed in May of 2016.

According to the contract "The Consultant may increase the price outlined in Section 1.A on an annual basis for the term of each one year extension by no more than the annual average increase in the Chicago Consumer Price Index for all urban consumers."

This most recent annual increase for the Index is 2%. Therefore, we request that the hourly rate for consulting arborist services be raised from $72 to $73.44.

Please contact me with any questions.



Andrew Lueck
President and Consulting Arborist

4315 N. Kenmore Ave. #3S, Chicago, Illinois 60613 773.243.7442
andrew@plannedforest.com www.plannedforest.com

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 8**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of an Ordinance in Case #PC-02-17 to Approve Special Uses, Special Sign, and Certain Variations from the Zoning Code to Permit a New Restaurant and Off-Street Parking Area at 6755 North Cicero Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Phil Stefani, of Stefani Restaurant Group, property owner of 6755 North Cicero Avenue, seeks Special Use approvals, Special Sign approval, and Zoning Variations to redevelop the former Kow Kow Restaurant property with a new 5,425-square-foot Stefani's Osteria & Bar and off-street parking area. The subject property formerly housed the Kow Kow restaurant from 1989-2015 and Trattoria Gallo for approximately 40 years prior to Kow Kow. The property is approximately 31,817-square feet in area and is a corner lot with frontage on West Pratt Avenue (Front Yard) and North Cicero Avenue (Corner Side Yard).

The Petitioner seeks to demolish the front two-thirds of the existing building, retaining the eastern one-third, where all the utility connections are maintained, as well as the partial basement and the existing building foundation. The general layout of the existing off-street parking area will remain unchanged, but improved through the removal of one Cicero Avenue curb cut and landscape improvements. Redevelopment of this site is subject to compliance with the Zoning Code. The property is within the B-2, General Business District.

The Petitioner is requesting the following Zoning relief in order to redevelop this property:

1. **Special Use** required for any restaurant over 5,000-square feet in the B-2 Zoning District;
2. **Special Use** required to permit parking in the Front Yard Setback (Pratt Avenue) and the Corner Side Yard Setback (Cicero Avenue);
3. **Special Use** to allow a business within 150 feet of a residentially-zoned property to operate after 11:00 p.m. on any day;
4. **Variation** for reduced Transition Yard across East Property Line;
5. **Variation** to reduce the requirement for a minimum ten-foot landscape buffer along the South Property Line;
6. **Variation** from off-Street parking requirements to reduce requirement from 55 spaces to 51 provided;
7. **Variation** to permit parking spaces and drive aisles in a parking lot to be less than the minimum required standards;
8. **Variation** to reduce the Off-Street Parking Perimeter Landscaping area along Pratt Avenue from eight feet to three feet and eliminate along Cicero Avenue;
9. **Variation** to reduce/eliminate the interior landscaped parking lot island requirement;

10. **Variation** to reduce the minimum foundation landscaping area from six feet to three feet or eliminate in some locations;
11. **Special Sign Approval** to permit a pole/pylon sign;
12. **Variation** to permit a Special Sign (pole/pylon sign) with a sign face greater than the maximum permitted 48-square feet;
13. **Variation** to permit a pole/pylon sign closer than ten feet to an exterior property line;
14. **Variation** to allow an illuminated freestanding sign within 75 feet of a residentially-zoned district;
15. **Variation** to allow a wall sign on the north elevation of the building that is greater than the maximum permitted area;
16. **Variation** to permit less than 75 percent of each exterior building elevation to maintain the required high-quality materials; and
17. **Variation** to permit masonry stucco as more than a minor or accent building material.

The Plan Commission recommended approval of the requested Zoning relief by a 4-1 vote, subject to the following conditions:

1) An Agreement from the owner to maintain the hedgerow proposed in the Cicero Avenue right-of-way;
2) Painting of the masonry wall (proposed to be painted white) be permitted only on the west side of the wall facing into the restaurant site. The masonry wall side facing the residential properties to be painted only if agreed to by all the residential properties adjacent to the wall;
3) Sound from the walk-in cooler fan/motor to comply with the Environmental Performance Standards for Noise and Vibration, detailed in the Zoning Code, at the property line between the restaurant and residentially-zoned property. Any testing that is necessary to be undertaken to confirm compliance is to be at the Petitioner's expense;
4) Provide a copy of the off-site parking agreement between Stefani's and the Korean Bethany Presbyterian Church at 4707 West Pratt Avenue;
5) Prior to issuance of a Certificate of Occupancy, a security plan for the building and property shall be submitted and approved by the Police Chief; and
6) Prior to occupancy, install a Fire Department knox box (key box) at the entrance(s) chosen by the Fire Department.

At its April 18, 2017 meeting, the Village Board concurred, by a 5-0 vote, with the Plan Commission recommendation and directed the Village Attorney to prepare the requisite Ordinance. Attached for approval is the proposed Ordinance prepared by the Village Attorney, consistent with Village Board direction.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance

RECOMMENDED MOTION:
Move to approve an Ordinance granting Special Uses, Special Sign Approval and certain Variations of the Zoning Code to permit a new restaurant and off-street parking area at 6755 North Cicero Avenue.

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THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-____

AN ORDINANCE APPROVING SPECIAL USE PERMITS, SPECIAL SIGN APPROVAL, AND VARIATIONS FOR THE DEVELOPMENT OF A NEW RESTAURANT BUILDING

(6755 North Cicero Avenue)

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

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**AN ORDINANCE APPROVING SPECIAL USE PERMITS,
SPECIAL SIGN APPROVAL, AND VARIATIONS
FOR THE DEVELOPMENT OF A NEW RESTAURANT BUILDING**
(6755 North Cicero Avenue)

WHEREAS, Phil Stefani, Managing Member of Stefani Restaurant Group (***"Owner"***) is the record title owner of that certain property located in the B-2 General Business Zoning District (***"B-2 District"***), commonly known as 6755 North Cicero Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is currently improved with a building and an off-street parking lot (***"Parking Lot"***); and

WHEREAS, the Property is located within 150 feet of another property that is zoned and used for residential purposes; and

WHEREAS, the Owner desires to demolish a portion of the existing building, and to construct a new building on the Property to be used for a restaurant (***"Proposed Building"***); and

WHEREAS, pursuant to Table 4.01.1 of "The Village of Lincolnwood Zoning Ordinance" as amended (***"Zoning Ordinance"***), restaurants of at least 5,000 square feet may not be operated in the B-2 District, except upon issuance by the Village Board of Trustees of a special use permit therefor; and

WHEREAS, the Owner desires to operate a restaurant on the Property consisting of approximately 5,425 square feet (***"Proposed Restaurant"***), in violation of Table 4.01.1 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 4.07(15) of the Zoning Ordinance, businesses located in the B-2 District and within 150 feet of another property zoned or used for residential purposes may not be operated before 7:00 a.m. or after 11:00 p.m. on any day, except upon issuance of a special use permit therefor; and

WHEREAS, the Owner desires to operate the Proposed Restaurant until 1:00 a.m. on Monday through Friday mornings, and until 2:00 a.m. on Saturday and Sunday mornings, in violation of Section 4.07(15) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 7.06(5) of the Zoning Ordinance, open-air, off-street parking spaces may not be located in a required front yard or corner side yard in the B-2 District, except upon issuance by the Village Board of Trustees of a special use permit therefor; and

WHEREAS, the Parking Lot is located in part within the required front yard and corner side yard of the Property, in violation of Section 7.06(5) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 4.07(3)a of the Zoning Ordinance, on lots in the B-2 District that are adjacent to residential districts, all structures must comply with the minimum side or rear setback requirement for the adjacent residentially-zoned lot; and

WHEREAS, pursuant to Section 4.11 of the Zoning Ordinance, the rear yard setback for the residentially-zoned lots that are adjacent to the Property is 30 feet; and

WHEREAS, the Owner desires to construct certain structures on the Property within 10 feet of the property line abutting the residentially-zoned lots, in violation of Section 4.07(3)a of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.04(3)b of the Zoning Ordinance, not less than 75% of each exterior building elevation of the Proposed Building must be comprised of high-quality materials identified in Section 6.04(3)b of the Zoning Ordinance; and

WHEREAS, the Owner proposes to construct the Proposed Building with only 60% high-quality materials on its west elevation, 67% high quality materials on its north elevation, and 71% high-quality materials on its east elevation, all in violation of Section 6.04(3)b of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.04(4) of the Zoning Ordinance, masonry stucco is permitted only as a minor or accent building material, but is not permitted for use as a predominant building material; and

WHEREAS, the Owner proposes to construct the Proposed Building with significant portions of stucco as a predominant building material on three of its four elevations, in violation of Section 6.04(4) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.14(1) of the Zoning Ordinance, off-street parking lots containing five or more parking spaces are required to be set back, buffered and screened from public view and adjacent property by a perimeter landscaped area having a minimum width of eight feet, or a masonry wall with a minimum width of five feet; and

WHEREAS, the Owner desires to improve the Property with a three-foot-wide perimeter landscape area on the north side of the Parking Lot, and without a perimeter landscape area on the west side of the Parking Lot, all in violation of Section 6.14(1) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.14(2)a of the Zoning Ordinance, a planting island equal in area to a parking space must be located at each end of a parking row within an off-street parking lot; and

WHEREAS, pursuant to Section 6.14(2)b of the Zoning Ordinance, a tree must be planted in each planting island; and

WHEREAS, the Owner desires to improve the Parking Lot without all of the planting islands required by Section 6.14(2)a of the Zoning Ordinance, and with some planting islands that do not satisfy the minimum size requirements set forth in Section 6.14(2)a of the Zoning Ordinance, and that will not be improved with trees as required by Section 6.14(2)b of the Zoning Ordinance, all in violation of Section 6.14(2) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.15(1) of the Zoning Ordinance, the minimum foundation planting width along the front and sides of all buildings is six feet; and

WHEREAS, the Owner desires to improve the Property with a three-foot-wide landscaped area along the north and south sides of the Proposed Building, and with no landscaped area along the west side of the Proposed Building, all in violation of Section 6.15(1) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 6.16(1) of the Zoning Ordinance, the lot line between the Property and the abutting residentially-zoned lots must be buffered and screened by a landscaped area having a minimum width of ten feet, or with a masonry wall and a landscaped area having a minimum width of five feet; and

WHEREAS, the Owner desires to install a five-foot-wide landscaped area along the south lot line of the Property abutting the residentially-zoned lots, without a masonry wall, in violation of Section 6.16(1) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 7.06(8) and Table 7.10.01 of the Zoning Ordinance, a total of 55 off-street parking spaces must be provided for the proposed development of the Property; and

WHEREAS, the Owner intends to provide a total of 51 off-street parking spaces on the Property, in violation of Section 7.06(8) and Table 7.10.01 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 7.06(6) of the Zoning Ordinance, for off-street parking lots improved with parking spaces with 90-degree parking angles, all two-way drive aisles must be at least 24 feet in width, and the minimum length of the parking spaces is 18 feet; and

WHEREAS, the Owner intends to improve the Parking Lot with a two-way north-south drive aisle that is approximately 22.5 feet wide, and with a two-way east-west drive aisle that is approximately 23.5 feet wide, both in violation of Section 7.06(6) of the Zoning Ordinance; and

WHEREAS, the parking spaces within the Parking Lot will be 17.5 feet in length, in violation of Section 7.06(6) of the Zoning Ordinance; and

WHEREAS, in connection with the construction of the Proposed Building, the Owner desires to install a new freestanding pole sign on the Property (***"Proposed Pole Sign"***); and

WHEREAS, pursuant to 11.10(1)iv of the Zoning Ordinance, pylon signs are allowed only upon authorization of a special sign by the Village Board of Trustees; and

WHEREAS, pursuant to Section 11.10(1) iv.3 of the Zoning Ordinance, the maximum area of a pole sign is 48 square feet per sign face; and

WHEREAS, the sign face of the Proposed Pole Sign is 71.6 square feet, in violation of Section 11.10(1)iv.3 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 11.10(1)iv.5 of the Zoning Ordinance, no pole sign may be located closer than 10 feet from an abutting right-of-way; and

WHEREAS, the Proposed Pole Sign will be located approximately four feet from the west lot line of the Property, and approximately five feet from the north lot line of the Property, all in violation of Section 11.10(1)iv.5 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 11.07(5) of the Zoning Ordinance, illuminated freestanding signs may not be located within 75 feet of any property zoned for residential uses; and

WHEREAS, the Proposed Pole Sign will be located within 75 feet of property zoned for residential uses, in violation of Section 11.07(5) of the Zoning Ordinance; and

WHEREAS, pursuant to Section 11.04(2)iii.1 of the Zoning Ordinance, the maximum sign area for a wall sign on the north elevation of the proposed building on the Property is 11 square feet; and

WHEREAS, the Owner desires to install a new 16.8-square-foot wall sign on the north elevation of the proposed building on the Property (***"Proposed Wall Sign"***), in violation of Section 11.04(2)iii.1 of the Zoning Ordinance; and

WHEREAS, the Owner has filed an application for: (i) special use permits to allow the operation of a 5,425-square-foot restaurant on the Property, until 1:00 a.m. on Monday through Friday mornings, and until 2:00 a.m. on Saturday and Sunday mornings; (ii) a special use permit to allow for the location of open-air, off-street parking spaces within the required front and corner side yards of the Property; (iii) special sign approval; and (iv) variations from Sections 4.07(3)a, 6.04(3)b, 6.04(4), 6.14(1), 6.14(2), 6.15(1), 6.16(1), 7.06(6), 11.04(2)iii.1, 11.07(5), 11.10(1)iv.3, and 11.10(iv).5, and Table 7.10.01, of the Zoning Ordinance, all to allow the construction and operation of the Proposed Building, Proposed Pole Sign, and Proposed Wall Sign on the Property (collectively, the ***"Requested Relief"***); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of the Requested Relief was duly advertised in the *Lincolnwood Review* on March 16, 2017, and held on April 6, 2017; and

WHEREAS, on April 6, 2017, the Plan Commission made findings and recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Relief meets the required standards for special use permits, special signs, and variations as set forth in Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES 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. APPROVAL OF SPECIAL USE PERMITS. In accordance with, and pursuant to, Article V and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Village President and Board of Trustees hereby grant the following special use permits to the Owner for the Proposed Building and the Property:

A. Restaurant of 5,000 Square Feet or More. Pursuant to Table 4.01.1 of the Zoning Ordinance, a special use permit for the operation of an approximately 5,425-square-foot restaurant on the Property;

B. Hours of Operation. Pursuant to Section 4.07(15) of the Zoning Ordinance, a special use permit to allow the operation of the Proposed Restaurant until 1:00 a.m. on Monday through Friday mornings, and until 2:00 a.m. on Saturday and Sunday mornings; and

C. Off-Street Parking Area in Required Front and Corner Side Yards. Pursuant to Section 7.06(5) of the Zoning Ordinance, a special use permit to allow the location of open-air, off-street parking spaces within the required front and corner side yards of the Property.

SECTION 3. APPROVAL OF SPECIAL SIGN. In accordance with, and pursuant to, Section 11.10 of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Village hereby approves the installation and maintenance of the Proposed Pole Sign on the Property as a special sign.

SECTION 4. APPROVAL OF VARIATIONS. In accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Village President and Board of Trustees hereby grant the following variations for the Property:

A. Setback Variation. A variation from Section 4.07(3)a of the Zoning Ordinance to decrease the minimum rear yard setback for the Property, along the east lot line of the Property, from 30 feet to 10 feet.

B. Building Materials Variations.

1. Use of High-Quality Materials. Variations from Section 6.04(3)b of the Zoning Ordinance to reduce the minimum percentage of high-quality materials used for the exterior elevations of the Proposed Building, from 75% to 60% for the west elevation, to 67% for the north elevation, and to 71% for the east elevation.

2. Use of Masonry Stucco. A variation from Section 6.04(4) of the Zoning Ordinance to allow the use of masonry stucco as a predominant building material for the Proposed Building.

C. Off-Street Parking Lot Variations.

1. Perimeter Screening Variations. Variations from Section 6.14(1) of the Zoning Ordinance to: (i) decrease the minimum width of the perimeter screening along the north side of the Parking Lot, from eight feet to three feet; and (2) eliminate the perimeter screening requirement for the west side of the Parking Lot.

2. Planting Island Variations. Variations from Section 6.14(2) of the Zoning Ordinance to permit the Parking Lot to be constructed without all of the planting islands required pursuant to Section 6.14(2)a of the Zoning Ordinance, and with planting islands that do not satisfy the minimum size requirement and that are not each improved with trees.

3. Foundation Landscaping Variations. Variations from Section 6.15(1) of the Zoning Ordinance to: (1) decrease the minimum width of the foundation landscaping along the north and south sides of the Proposed Building, from six feet to three feet; and (2) eliminate the foundation landscaping along the west side of the Proposed Building.

4. Parking Space Quantity Variation. A variation from Section 7.06(8) and Table 7.10.01 of the Zoning Ordinance to decrease the minimum number of required off-street parking spaces for the Property, from 55 parking spaces to 51 parking spaces.

5. Drive Aisle Width Variations. Variations from Section 7.06(6) of the Zoning Ordinance to decrease the minimum two-way drive aisle width: (a) for the north-south drive aisle, from 24 feet to 22.5 feet; and (b) for the east-west drive aisle, from 24 feet to 23.5 feet.

6. Parking Space Length Variation. A variation from Section 7.06(6) of the Zoning Ordinance to decrease the minimum length of the parking spaces in the Parking Lot, from 18 feet to 17.5 feet.

D. Residential Screening Variation. A variation from Section 6.16(1) of the Zoning Ordinance to decrease the minimum width of the screening along the south side of the Property, from ten feet to five feet, and to eliminate the minimum five foot screening requirement adjacent to a masonry wall for an approximate 100' distance adjacent to the rear service yard of the proposed building.

E. Proposed Pole Sign Variations.

1. Size. A variation from Section 11.10(1)iv.3 to increase the maximum area of the sign face of the Proposed Pole Sign, from 48 square feet to 71.6 square feet.

2. Location.

a. Variations from Section 11.10(iv).5 of the Zoning Ordinance to decrease the minimum exterior property line setback for the Proposed Pole Sign, from 10 feet to approximately four feet from the west lot line of the Property, and from 10 feet to approximately five feet from the north lot line of the Property.

b. A variation from Section 11.07(5) of the Zoning Ordinance to permit the location of the illuminated Proposed Pole Sign within 75 feet of property zoned for residential uses.

F. Proposed Wall Sign Size Variation. A variation from Section 11.04(2)iii.1 of the Zoning Ordinance to increase the maximum size of the Proposed Wall Sign, from 11 square feet to 16.8 square feet.

SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approval granted pursuant to Sections 2 and 3 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Building and of the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Property must comply with the following plans (collectively, the ***"Plans"***):

1. The Architectural Site Plan, prepared by Knauer Architects and consisting of one sheet, with a latest revision date of March 21, 2017, a copy of which is attached to this Ordinance as **Exhibit B**;

2. The Building Elevations, prepared by Knauer Architects and consisting of one sheet, with a latest revision date of March 21, 2017, a copy of which is attached to this Ordinance as **Exhibit C**;

3. The Site Details (Including Signage), prepared by Knauer Architects and consisting of one sheet, with a latest revision date of March 20, 2017, a copy of which is attached to this Ordinance as **Exhibit D**;

4. The Landscape Plan, prepared by McCallum Associates and consisting of one sheet, with a latest revision date of March 17, 2017, a copy of which is attached to this Ordinance as **Exhibit E**;

5. The Building and Site Renderings, prepared by Knauer Architects and consisting of 15 sheets, with a latest revision date of March 21, 2017, copies of which are attached to this Ordinance as **Exhibit F**;

6. The Car Stacking and Auto-Turning Exhibit, prepared by Spaceco, Inc. and consisting of one sheet, with a latest revision date of March 8, 2017, a copy of which is attached to this Ordinance as **Exhibit G**;

7. The Site Lighting Plan, prepared by PG Enlighten and consisting of one sheet, with a latest revision date of March 20, 2017, a copy of which is attached to this Ordinance as **Exhibit H**;

8. The Lighting Specifications, prepared by PG Enlighten and consisting of one sheet, with a latest revision date of March 20, 2017, a copy of which is attached to this Ordinance as **Exhibit I**; and

9. The Miscellaneous Site Improvement Plans, prepared by Spaceco, Inc. and consisting of seven sheets, with a latest revision date of March 20, 2017, a copy of which is attached to this Ordinance as **Exhibit J**.

C. Maintenance of Hedgerow. The Village has the right to refuse to issue a certificate of occupancy for the Proposed Building prior to the execution by the Owner of a license agreement with the Village for the maintenance by the Owner of the proposed hedgerow to be planted by the Owner within the Cicero Avenue right-of-way adjacent to the Property, which license agreement may be executed by the Village Manager upon approval of the form thereof by the Village Attorney.

D. Painting of Masonry Wall. The masonry wall to be constructed on the Property pursuant to the Plans may not be painted, except: (1) the western face of the wall, facing the Proposed Restaurant, may be painted white; and (2) the eastern face of the wall may only be painted upon the receipt by the Owner of written approval of each of the owners of the properties that abut the Property to the east.

E. Use of Walk-In Cooler. The walk-in cooler to be constructed on the Property pursuant to the Plans may only be operated and maintained in full compliance with the environmental and performance standards set forth in Part E of Article VI of the Zoning Ordinance, as measured at the property lines between the Property and all adjacent residentially-zoned properties. The Owner is

responsible, at its sole cost and expense, for all testing necessary to ensure such compliance.

F. Off-Street Parking Agreement. The Village has the right to refuse to issue a certificate of occupancy for the Proposed Building prior to the submission by the Owner to the Village Director of Community Development of an agreement with the owner of the property located at 4707 West Pratt Avenue for the use of the parking lot on the 4707 West Pratt Avenue property by patrons of the Proposed Restaurant.

G. Security and Safety Measures.

1. Knox Boxes. The Village has the right to refuse to issue a certificate of occupancy for the Proposed Building prior to the installation by the Owner of a Knox Box in a manner, and at specific locations on the Property, approved by the Village Fire Chief in his or her sole discretion.

2. Security Plan. The Village has the right to refuse to issue a certificate of occupancy for the Proposed Building prior to the approval by the Village Chief of Police of a security plan for the Property, which plan may include the installation of alarms, cameras, lighting, and other devices intended to deter crime and to improve public safety, and which approval may be withheld in the sole and absolute discretion of the Village Chief of Police.

H. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Owner and its heirs, representatives, successors, and assigns.

SECTION 7. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2, 3, and 4 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2, 3, and 4 of this Ordinance unless they first provide the Owner with two months advance written notice of the

reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-2 District, and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 8. AMENDMENTS. Any amendments to the approvals granted in Sections 2, 3, and 4 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 9. 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 will remain in full force and effect, and will 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 10. EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village President and Board of Trustees in the manner required by law;

2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit K** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and

B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 10.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2017.

_____
Barry Bass, President
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

#50896002_V1

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:
Lot 36 in Block 7 in Goodson and Wilson's Pratt Boulevard and Cicero Avenue Highlands, Being a Subdivision of that part lying North of the South 35 Acres of the West ½ of the Southwest ¼ of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, and that part of the West ½ of the Northeast ¼ of the Southwest ¼ lying West of the Southwesterly line of the Chicago and Northwestern Railroad Right of Way in Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:
That Part of the Vacated Alley lying East of and adjoining the South 16 Feet of Lot 36 in Block 7 in Goodson and Wilson's Pratt Boulevard and Cicero Avenue Highlands, Aforesaid, and lying West of the West Line of Lot 1in Block 7 in Lincolnwood Terrace, a Subdivision in the Southwest ¼ of Fractional Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, extended to it's intersection with the South Line of said Lot 36, Produced East (Except that part thereof which falls both in the East ½ of the North and South Vacated Alley and in the South ½ of the East and West Vacated Alley) which said Alleus were vacated by an Ordinance recorded May 18, 1956 as Document 16584578, in Cook County, Illinois.

Parcel 3:
Lots 31 to 35, both inclusive, together with the West ½ of the North and South Vacated Alley lying East of and adjoining said Lots 31 to 35, Inclusive, in Block 7 in Goodson and Wilson's Pratt Boulevard and Cicero Avenue Highlands, Being a Subdivision of that part lying North of the South 35 Acres of the West ½ of the Southwest ¼ of Section 34, Township 41 North, Range 13 East of the Third Principal Meridian, and that part of the West ½ of the Northeast ¼ of the Southwest ¼ lying West of the Southwesterly Line of the Chicago and Northwestern Railroad Right of Way in Section 34, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

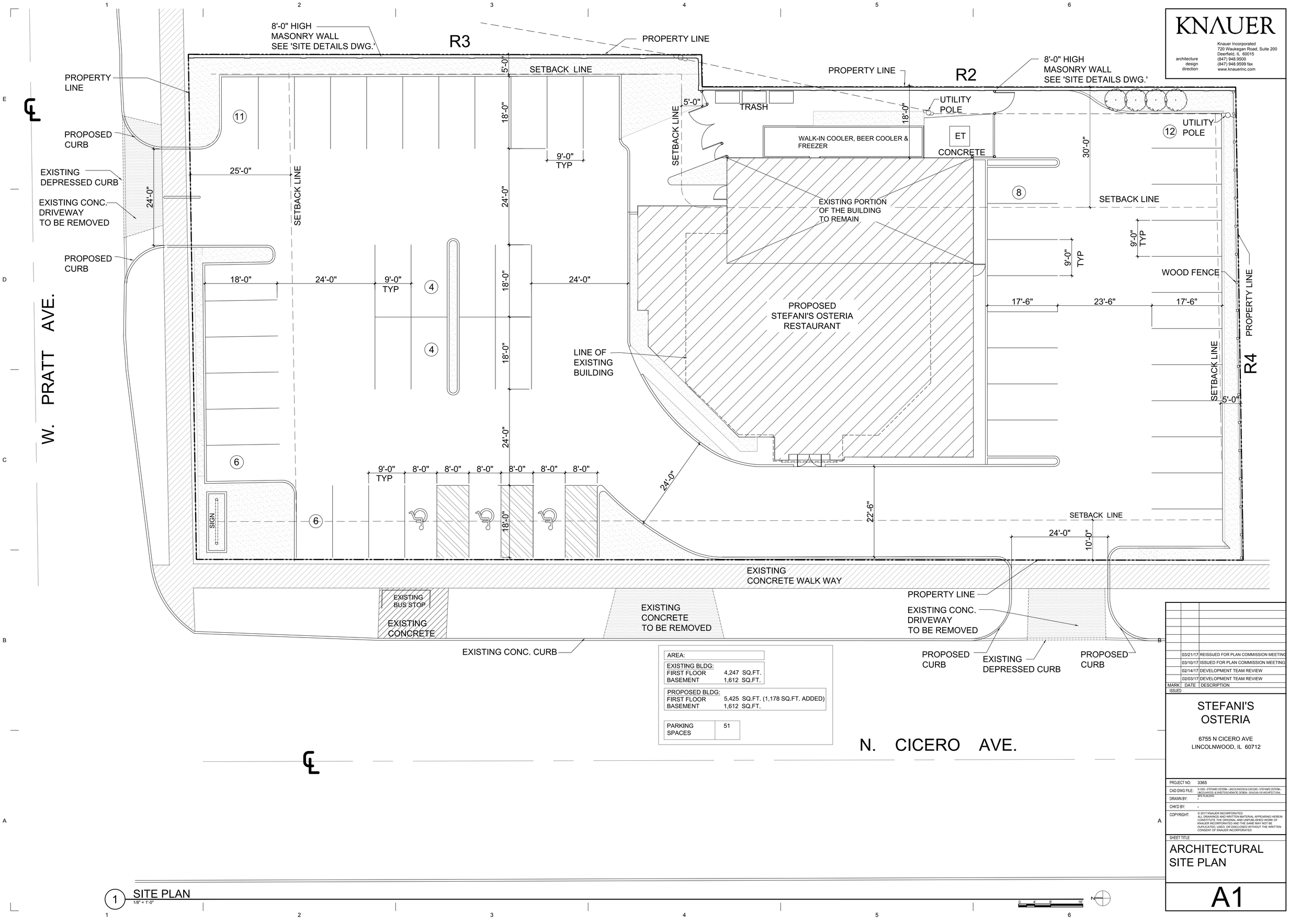
Commonly known as: 6755 North Cicero Avenue, Lincolnwood, Illinois

P.I.N.'s: 10-34-300-001-0000, 10-34-300-006-0000, 10-34-300-007-0000, 10-34-300-008-0000, 10-34-300-009-0000 & 10-34-300-010-0000.

Return to VB Agenda

EXHIBIT B

ARCHITECTURAL SITE PLAN



AREA:	
EXISTING BLDG:	
FIRST FLOOR	4,247 SQ.FT.
BASEMENT	1,612 SQ.FT.
PROPOSED BLDG:	
FIRST FLOOR	5,425 SQ.FT. (1,178 SQ.FT. ADDED)
BASEMENT	1,612 SQ.FT.
PARKING SPACES	51

1 SITE PLAN
1/8" = 1'-0"

0 4" 8" 16"

N

KNAUER
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Deerfield, IL 60015
architecture (847) 948.9500
design (847) 948.9599 fax
direction www.knauerinc.com

MARK	DATE	DESCRIPTION
ISSUED		
	03/21/17	REISSUED FOR PLAN COMMISSION MEETING
	03/10/17	ISSUED FOR PLAN COMMISSION MEETING
	02/14/17	DEVELOPMENT TEAM REVIEW
	02/03/17	DEVELOPMENT TEAM REVIEW

STEFANI'S OSTERIA

6755 N CICERO AVE
LINCOLNWOOD, IL 60712

PROJECT NO:	3365
CAD DWG FILE:	S:\3365 - STEFANI'S OSTERIA - LINCOLNWOOD & CAD\3365 - STEFANI'S OSTERIA - LINCOLNWOOD_6.SHEETS\SCHEMATIC DESIGN - 30X42\A5-100 ARCHITECTURAL SITE PLAN.DWG
DRAWN BY:	-
CHK'D BY:	-

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SHEET TITLE
ARCHITECTURAL SITE PLAN

A1

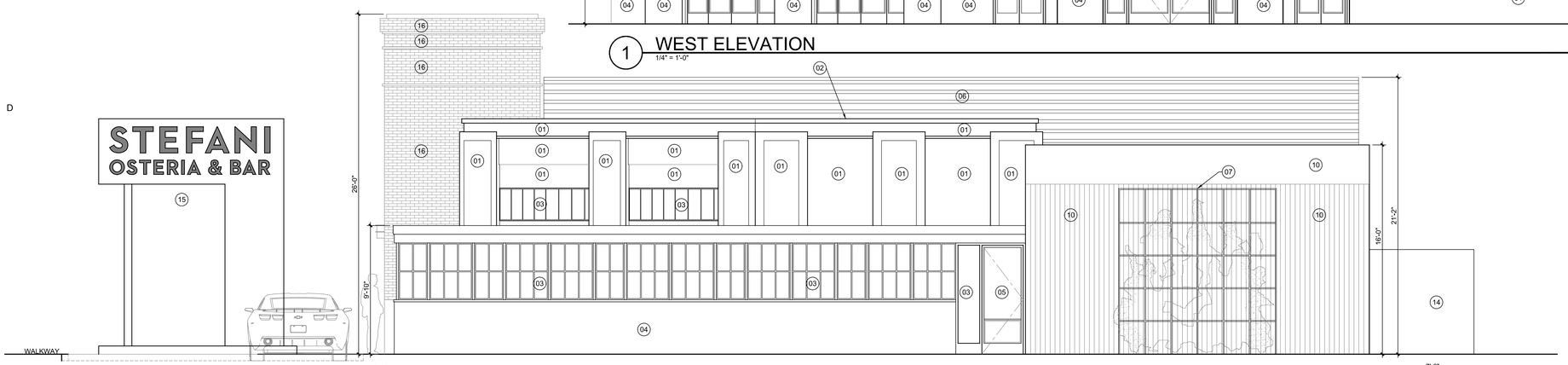
Return to VB Agenda

EXHIBIT C

BUILDING ELEVATIONS



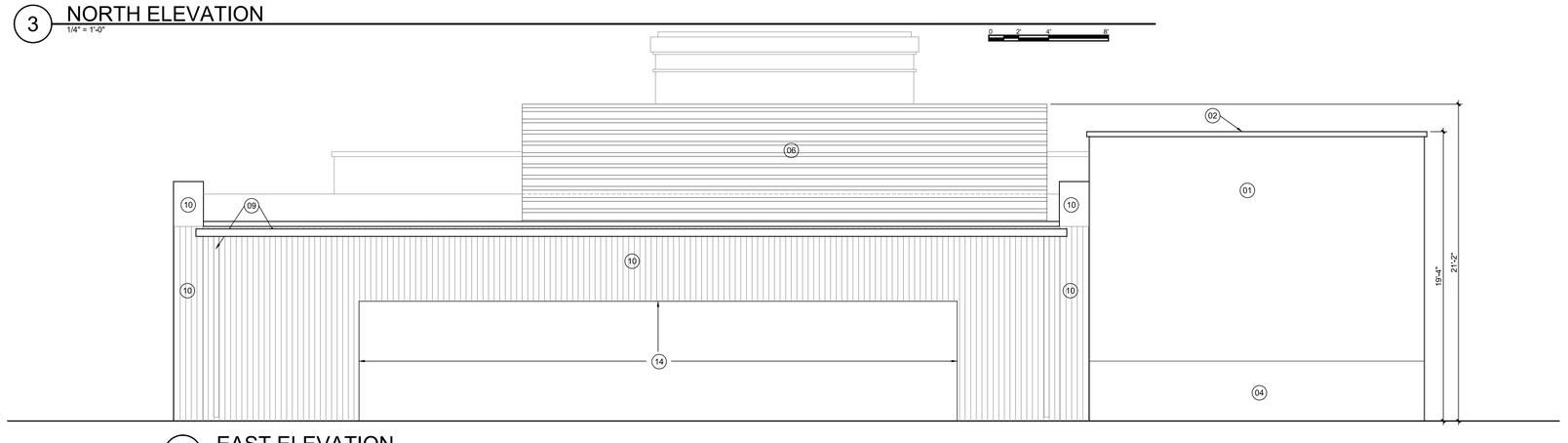
1 WEST ELEVATION
1/4" = 1'-0"



2 SOUTH ELEVATION
1/4" = 1'-0"



3 NORTH ELEVATION
1/4" = 1'-0"



4 EAST ELEVATION
1/4" = 1'-0"

EXTERIOR ELEVATION NOTES :

01	STUCCO
02	PREFINISHED ALUM. TO MATCH STOREFRONT
03	PREFINISHED ALUM. STOREFRONT
04	NATURAL STONE BASE. TEXTURED FINISH
05	PREFINISHED ALUM. DOORS
06	PREFINISHED ALUM. MECHANICAL SCREEN
07	1" SQ. ALUM. TUBE LATTICE (BLACK)
08	PAINTED WOOD GATE (SEE SITE DETAILS DWG)
09	PREFINISHED ALUM. GUTTER & DOWN SPOUT
10	PAINT EXISTING MASONRY WALL
11	REVERSE CHANNEL HALO LIT SIGN LETTERS
12	HOLLOW METAL RECEIVING DOOR & FRAME PAINT TO MATCH STOREFRONT
13	LIGHT FIXTURE
14	WALK-IN COOLER
15	GROUND SIGN (SEE SITE DETAILS DWG)
16	BRICK (PAINTED WHITE)

KNAUER

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Deerfield, IL 60015
architecture (847) 948.9500
design (847) 948.9599 fax
direction www.knauerinc.com

MARK	DATE	DESCRIPTION
	03/21/17	REISSUED FOR PLAN COMMISSION MEETING
	03/10/17	ISSUED FOR PLAN COMMISSION MEETING
	02/14/17	DEVELOPMENT TEAM REVIEW
	02/03/17	DEVELOPMENT TEAM REVIEW

ISSUED

STEFANI'S OSTERIA

6755 N CICERO AVE
LINCOLNWOOD, IL 60712

PROJECT NO:	3365
CAD DWG FILE:	S:\3365 - STEFANI'S OSTERIA - LINCOLNWOOD IL\CAD\3365 - STEFANI'S OSTERIA - LINCOLNWOOD, IL\SHEETS\SCHEMATIC DESIGN - SD\A2xA2x-01 EXTERIOR ELEVATIONS.DWG
DRAWN BY:	-
CHK'D BY:	-

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SHEET TITLE

BUILDING ELEVATIONS

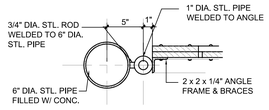
A2

Return to VB Agenda

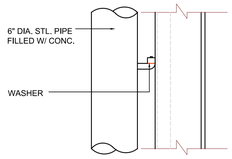
EXHIBIT D

SITE DETAILS (INCLUDING SIGNAGE)

Return to VB

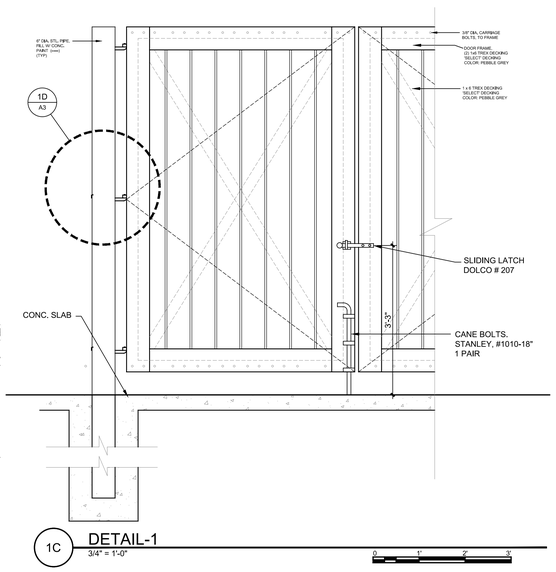


PLAN



ELEVATION

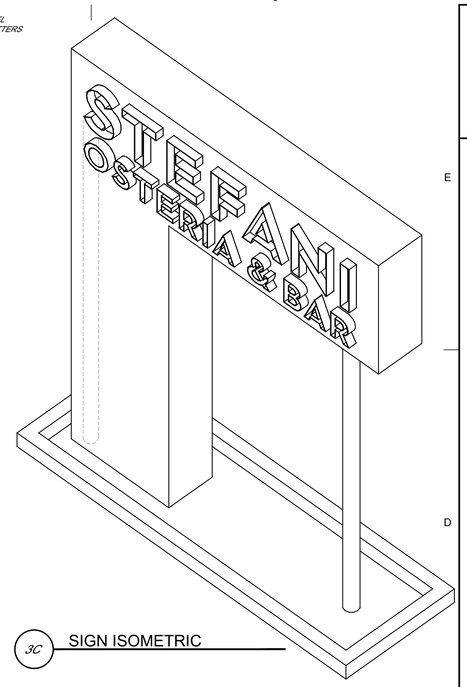
1D DETAIL-2
1 1/2" = 1'-0"



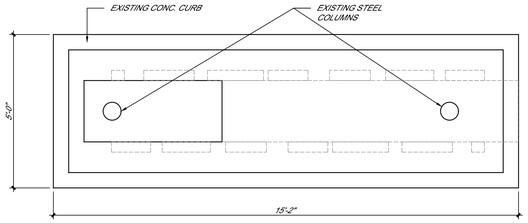
1C DETAIL-1
3/4" = 1'-0"



3B ELEVATION
1/2" = 1'-0"

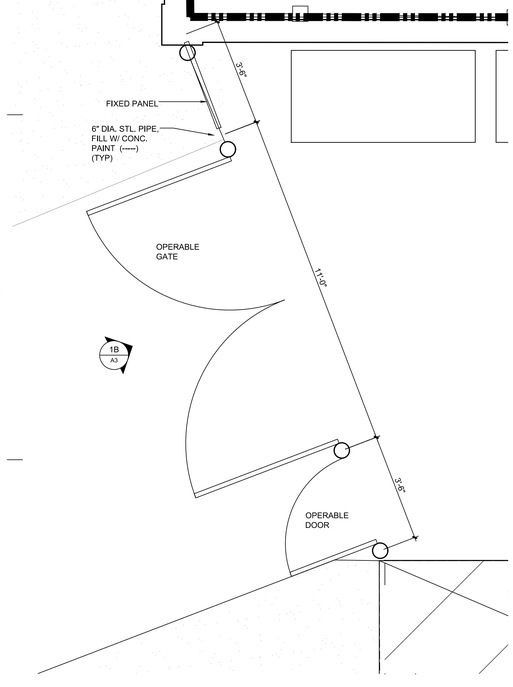


3C SIGN ISOMETRIC

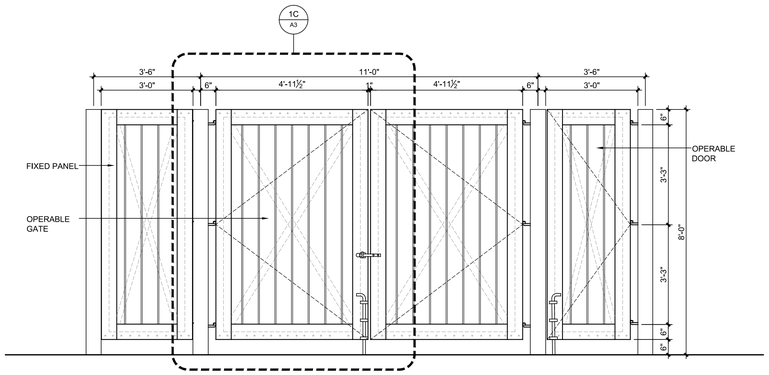


3A PLAN
1/2" = 1'-0"

3 GROUND SIGN

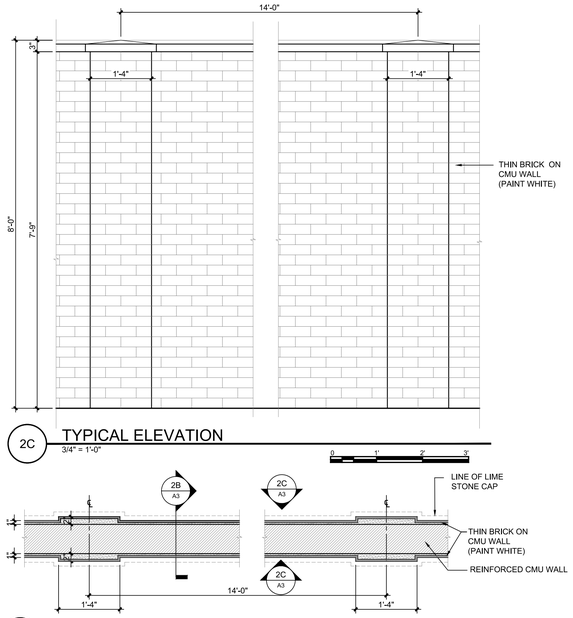


1A PLAN
1/2" = 1'-0"



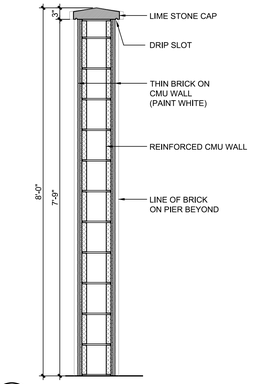
1B ELEVATION
1/2" = 1'-0"

1 TRASH AREA GATE DETAIL



2C TYPICAL ELEVATION
3/4" = 1'-0"

2A TYPICAL PLAN SECTION
3/4" = 1'-0"



2B TYPICAL SECTION
3/4" = 1'-0"

2 MASONRY WALL DETAIL

KNAUER
Knauer Incorporated
720 Waukegan Road, Suite 200
Deerfield, IL 60015
architecture (847) 948.9500
design (847) 948.9599 fax
direction www.knauerinc.com

MARK	DATE	DESCRIPTION
	03/21/17	REISSUED FOR PLAN COMMISSION MEETING
	03/10/17	ISSUED FOR PLAN COMMISSION MEETING
	02/14/17	DEVELOPMENT TEAM REVIEW
	02/03/17	DEVELOPMENT TEAM REVIEW
ISSUED		

STEFANI'S OSTERIA

6755 N CICERO AVE
LINCOLNWOOD, IL 60712

PROJECT NO:	3365
CAD DWG FILE:	S:\3365 - STEFANI'S OSTERIA - LINCOLNWOOD & CAD\3365 - STEFANI'S OSTERIA - LINCOLNWOOD, IL\SHEETS\SCHEMATIC DESIGN - 3DVIZ\A-501 DETAILS.DWG
DRAWN BY:	-
CHK'D BY:	-

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SHEET TITLE

SITE DETAILS

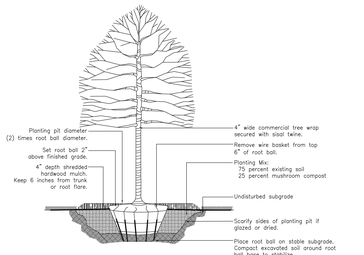
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S:\3365 - STEFANI'S OSTERIA - LINCOLNWOOD & CAD\3365 - STEFANI'S OSTERIA - LINCOLNWOOD, IL\SHEETS\SCHEMATIC DESIGN - 3DVIZ\A-501 DETAILS.DWG, 8/7/2017 1:12:47 PM, CHRIS H — AUTOCAD PDF (GENERAL DOCUMENTATION).PC3 KNAUER AEC-STAD.MNS, STB, 1:12" = 1'-0", 03/22/2017 13:25:15

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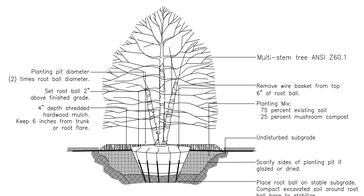
EXHIBIT E

LANDSCAPE PLAN



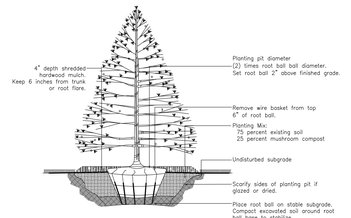
Detail

Deciduous Tree Planting



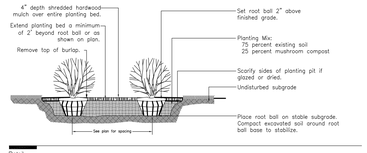
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Deciduous Ornamental Tree Planting



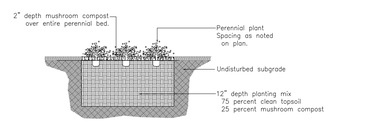
Detail

Evergreen Tree Planting



Detail

Shrub Planting



Detail

Perennial Planting

Plant List

Shade Trees

Key	Qty.	Size	Botanical Name	Common Name	Remarks
ARA	4	2.5"	Acer rubrum 'Armstrong'	Armstrong Red Maple	BB
CEO	1	2.5"	Celtis occidentalis	Common Hackberry	BB
GTS	2	2.5"	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Thornless Honeylocust	BB

Ornamental Trees

Key	Qty.	Size	Botanical Name	Common Name	Remarks
MLS	1	6'	Malus sargentii	Sargent Crabapple	BB/Clump

Evergreen Trees

Key	Qty.	Size	Botanical Name	Common Name	Remarks
JUV	26	8'	Juniperus virginiana	Eastern Redcedar	BB
PFA	1	8'	Picea pungens 'Fat Albert'	Fat Albert Colorado Spruce	BB

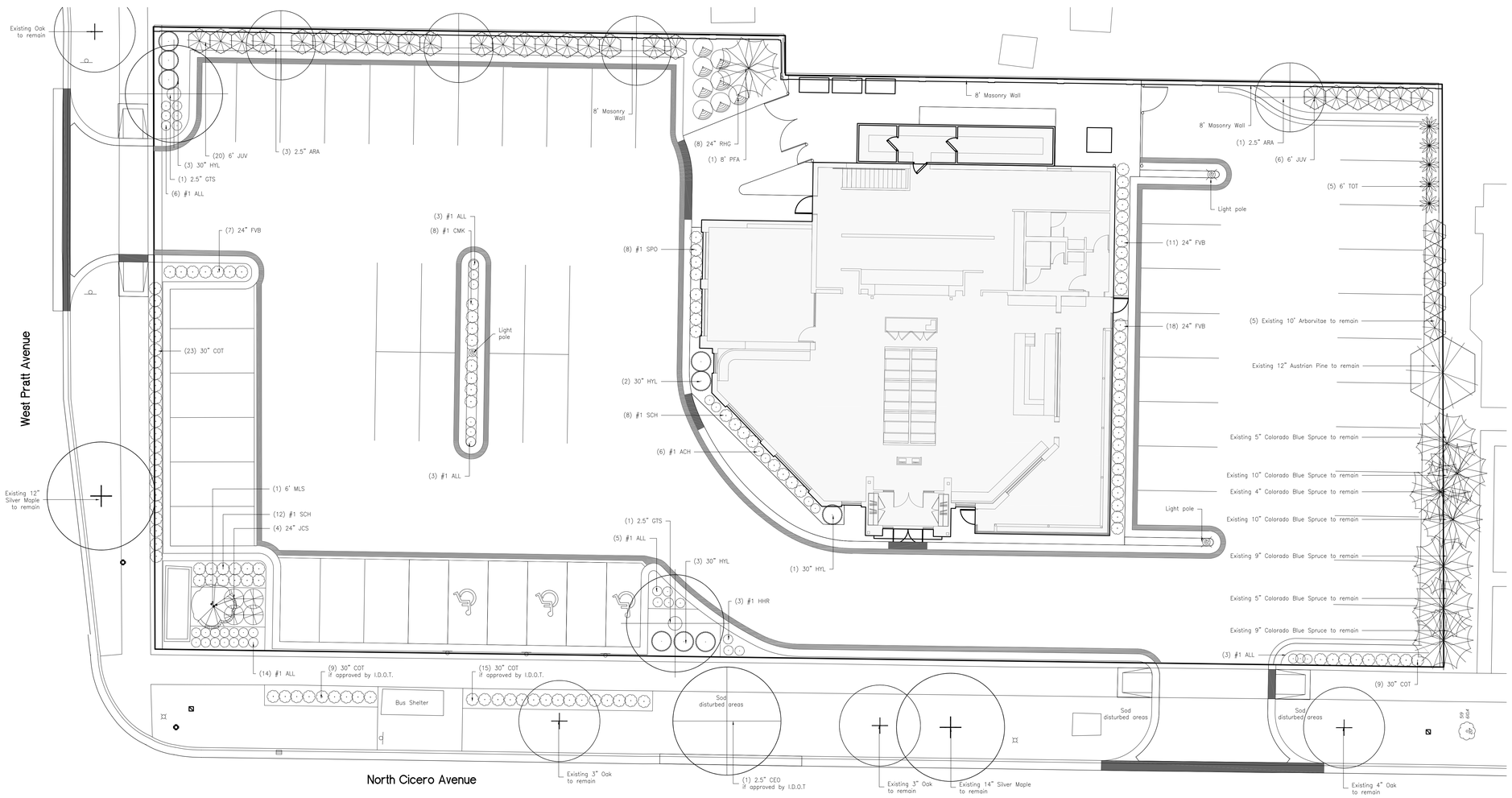
Shrubs

Key	Qty.	Size	Botanical Name	Common Name	Remarks
COT	56	30"	Cotoneaster acutifolia	Peking Cotoneaster	BB
FVB	36	24"	Forsythia viridissima 'Bronxensis'	Bronx Dwarf Forsythia	BB
HYL	9	30"	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	BB
JCS	4	24"	Juniperus chinensis var. sargentii	Sargent Juniper	BB
RHG	8	24"	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	BB
TOT	5	6'	Thuja occidentalis 'Technyi'	Mission Arborvitae	BB

Perennials and Ornamental Grasses

Key	Qty.	Size	Botanical Name	Common Name	Remarks
ACH	6	#1	Achillea 'Moonshine'	Moonshine Yarrow	Container
ALL	34	#1	Allium 'Summer Beauty'	Summer Beauty Allium	Container
CMK	8	#1	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	Container
HHR	3	#1	Hemerocallis 'Happy Returns'	Happy Returns Daylily	Container
SCH	20	#1	Schizachyrium scoparium	Little Bluestem	Container
SPO	8	#1	Sporobolus heterolepis	Prairie Dropseed	Container

Note: Hose bib shall be provided a maximum of 150' from all landscape areas.



Stefano's Osteria
6755 North Cicero Avenue
Lincolnwood, Illinois

DAVID R. McCALLUM ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
350 N. Milwaukee Avenue | Libertyville, Illinois 60048
T 8473622059 | F 8473622074

McCALLUM ASSOCIATES

LICENSED LANDSCAPE ARCHITECT
DAVID R. McCALLUM
157-000651

DAVID R. McCALLUM
Registered Landscape Architect
State of Illinois No. 157-000651
Expiration Date 08.31.17

Landscape Plan

Mark	Description	Date
2	Village Review Comments	03.17.17
1	For Review	03.09.17

Issuance

Number
463417

Scale
1" = 10'

North

File
4634FP2A

Sheet
L1.0

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EXHIBIT F

BUILDING AND SITE RENDERINGS

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Exterior Views



architecture
design
direction

STEFANI OSTERIA & BAR | Lincolnwood IL

March 21, 2017

Phil Stefani
SIGNATURE RESTAURANTS

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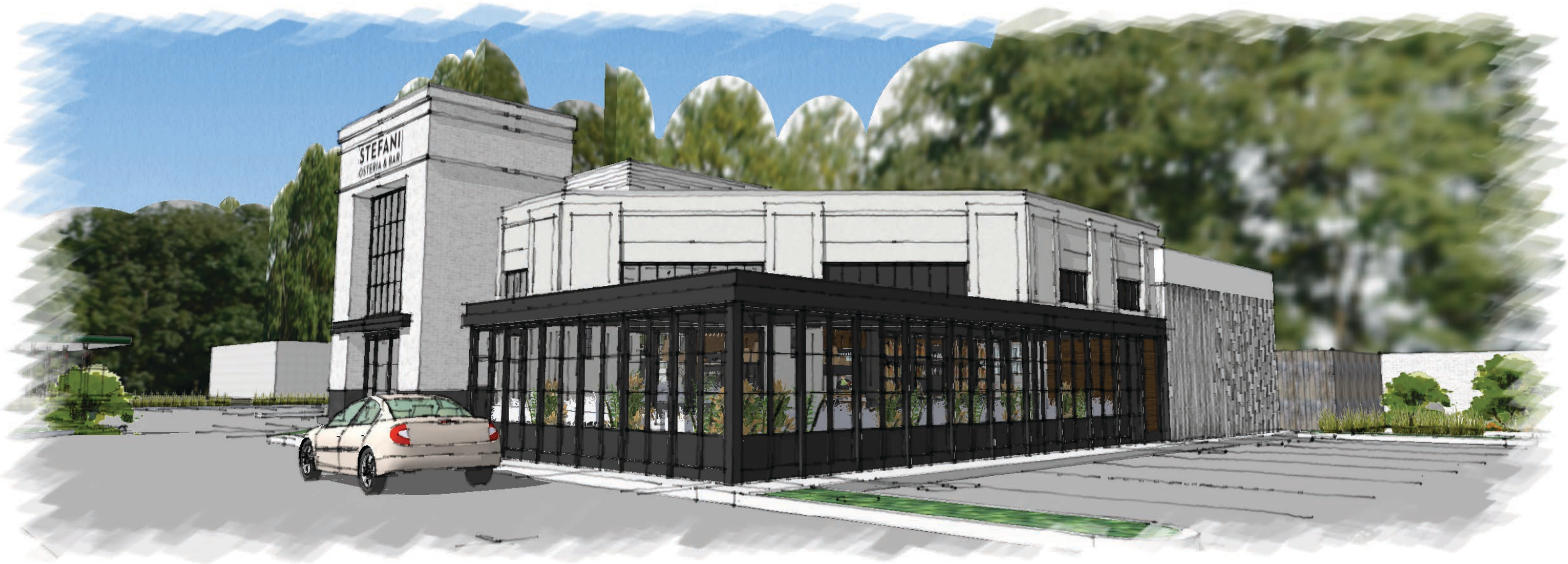
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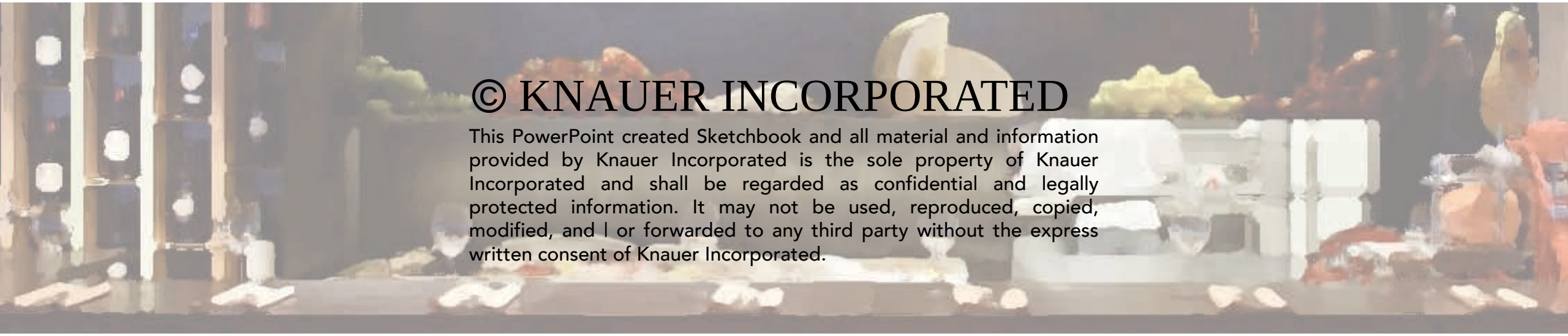
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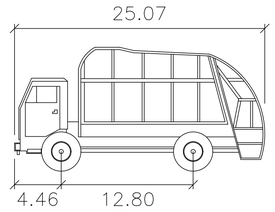
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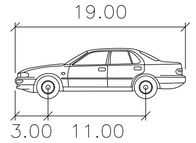
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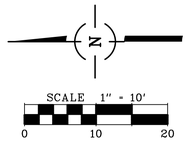
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EXHIBIT G

CAR STACKING AND AUTO-TURNING EXHIBIT

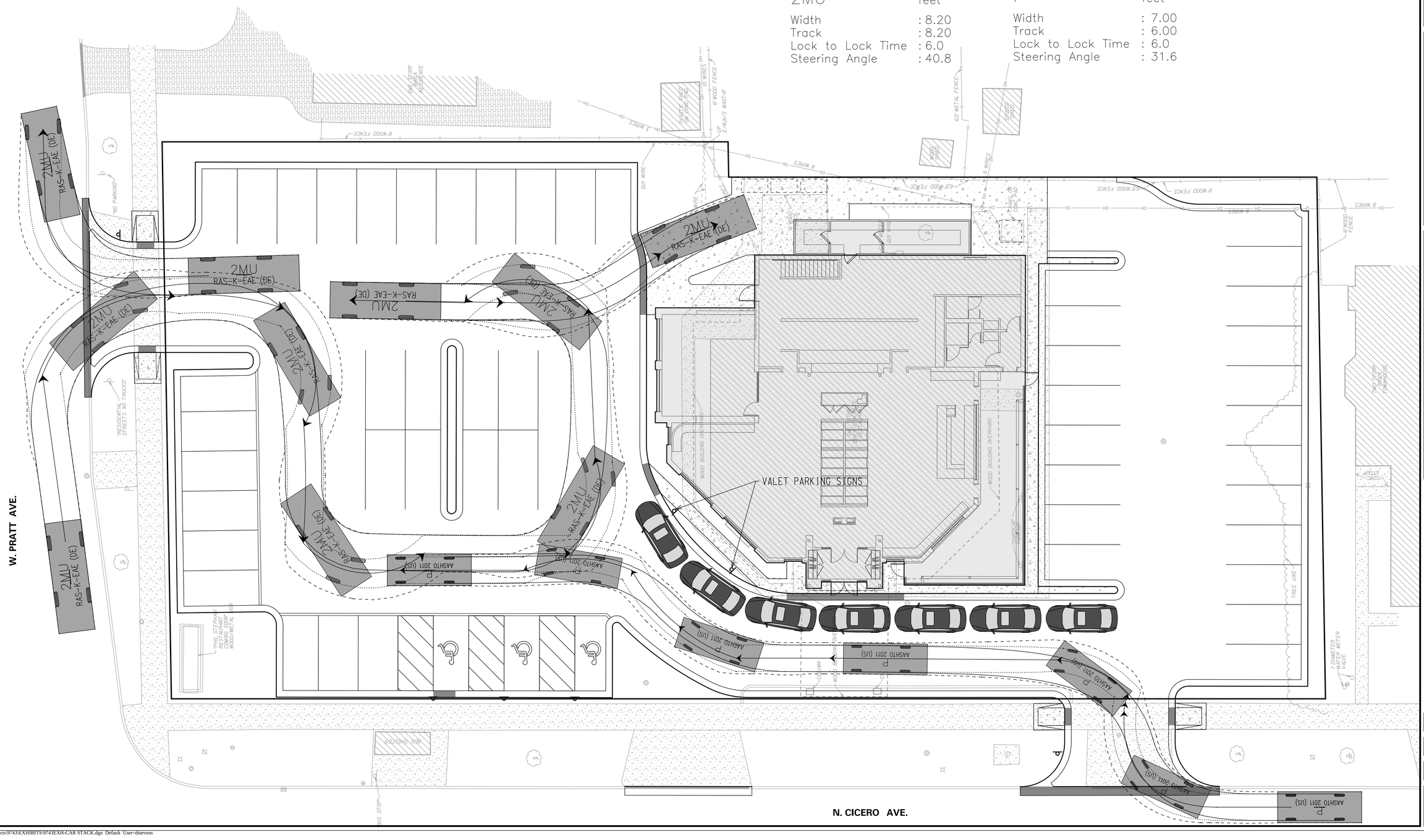






2MU	feet
Width	: 8.20
Track	: 8.20
Lock to Lock Time	: 6.0
Steering Angle	: 40.8

P	feet
Width	: 7.00
Track	: 6.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.6



NO.	DATE	REMARKS

NO.	DATE	REMARKS

CAR STACKING AND AUTO TURNING EXHIBIT

STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700.
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

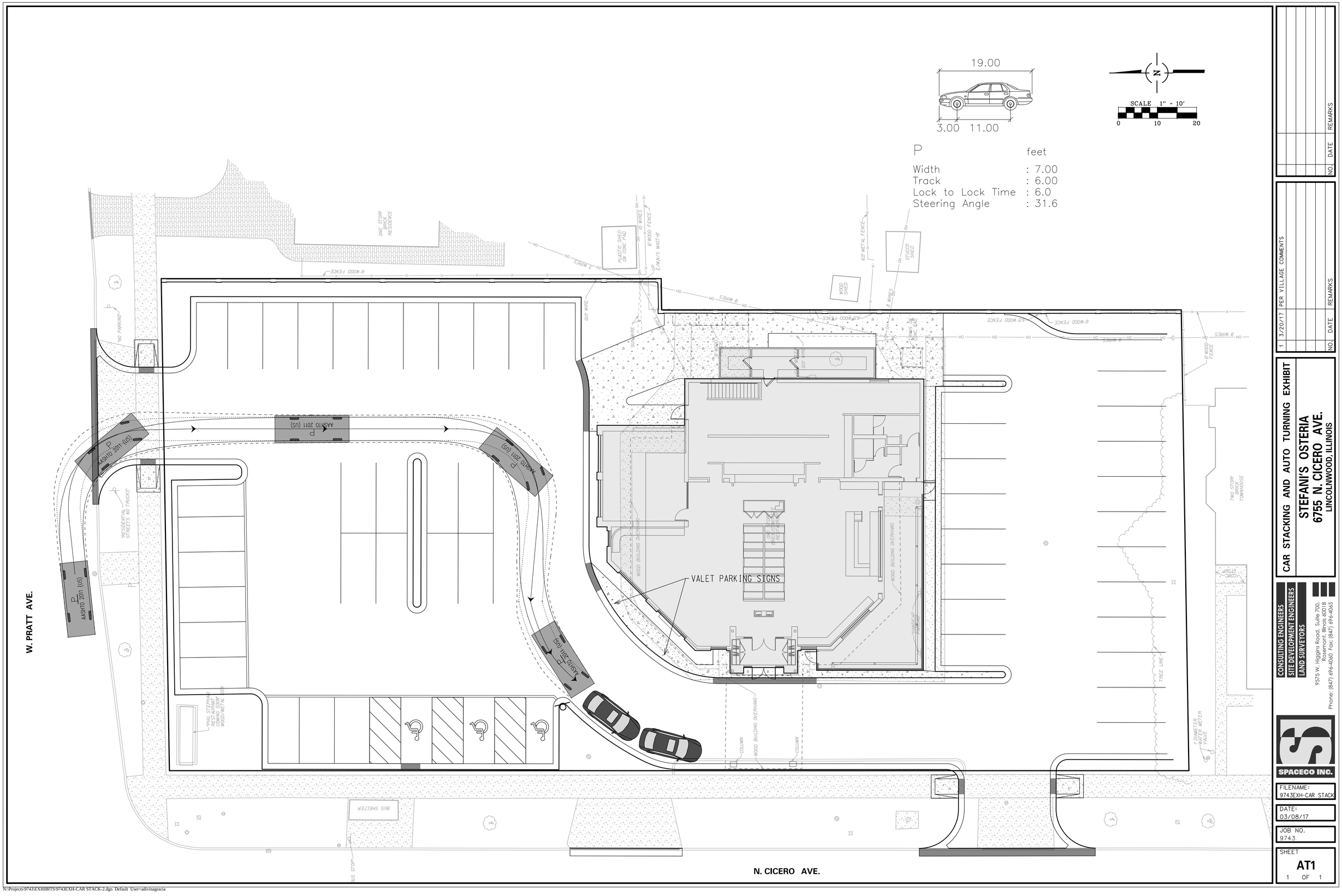
SPACECO INC.

FILENAME: 9743EXH-CAR STACK

DATE: 03/08/17

JOB NO. 9743

SHEET **AT1** 1 OF 1



NO.	DATE	REMARKS
1	3/20/17	PER VILLAGE COMMENTS

CAR STACKING AND AUTO TURNING EXHIBIT

STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

SPACECO INC.

FILENAME: 9743EXH-CAR STACK
DATE: 03/08/17
JOB NO. 9743
SHEET **AT1**
1 OF 1

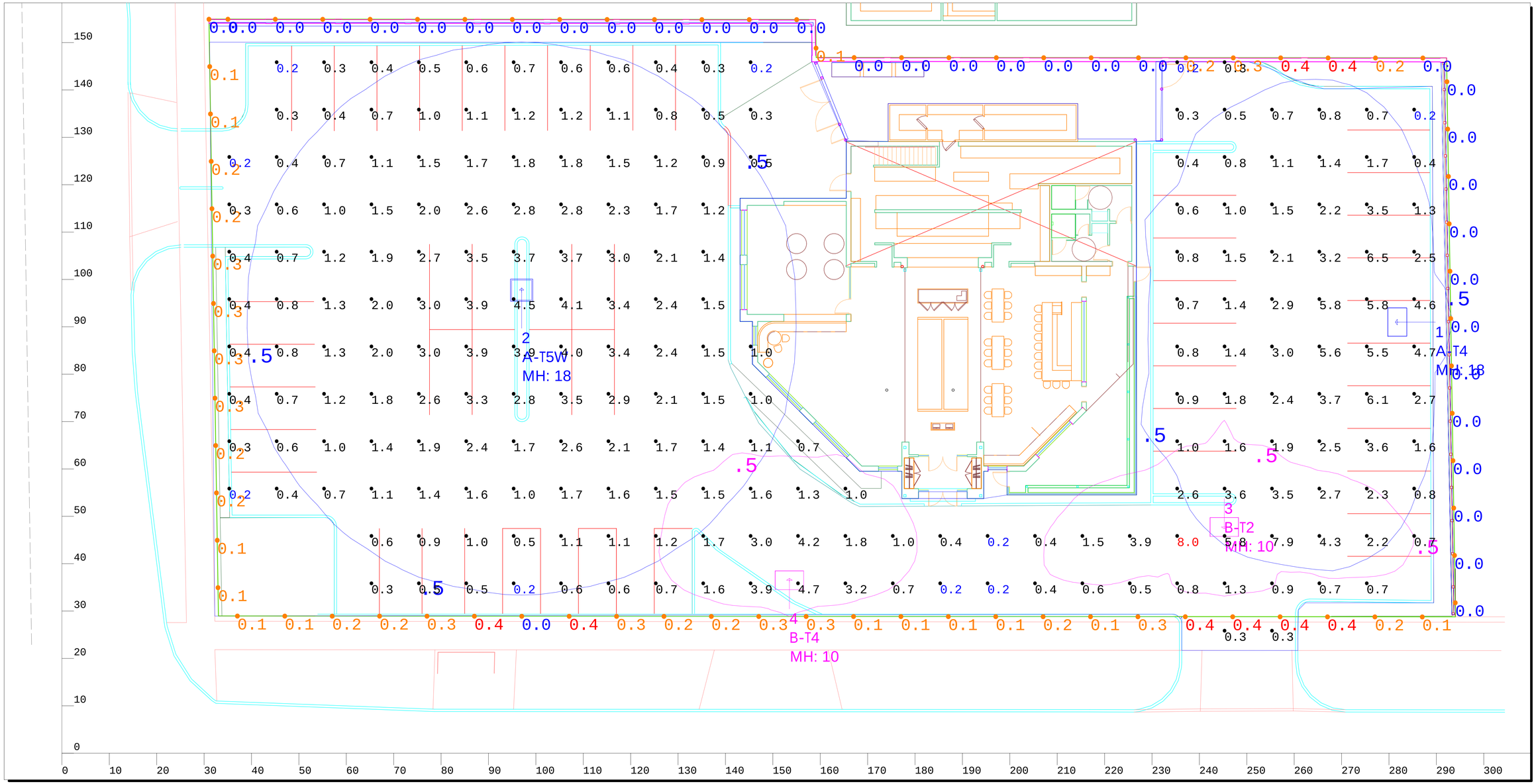
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EXHIBIT H

SITE LIGHTING PLAN

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Scale: 1 inch= 10 Ft.

Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	Lum. Watts	Arr. Watts	LLF	Description	[MANUFAC]
	1	A-T4	SINGLE	14834	14834	223.5	223.5	0.900	VP-L-96NB-220-4K-T4-BLC	BEACON PRODUCTS
	1	A-T5W	SINGLE	24106	24106	223.5	223.5	0.900	VP-L-96NB-220-4K-T5W	BEACON PRODUCTS
	1	B-T2	SINGLE	5610	5610	55.8	55.8	0.900	VP-S-24NB-55-4K-T2	BEACON PRODUCTS
	1	B-T4	SINGLE	3709	3709	55.8	55.8	0.900	VP-S-24NB-55-4K-T4-BLC	BEACON PRODUCTS

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description
PARKING LOT_Planar	Illuminance	Fc	1.74	8.0	0.2	8.70	40.00	READINGS TAKEN @ GROUND LEVEL
PROPERTY LINE	Illuminance	Fc	0.13	0.4	0.0	N.A.	N.A.	READINGS TAKEN @ GROUND LEVEL

Luminaire Location Summary						
LumNo	Label	X	Y	Z	Orient	Tilt
1	A-T4	404.5	114	18	180	0
2	A-T5W	211.75	112.75	18	90	0
3	B-T2	360	76.75	10	270	0
4	B-T4	268.25	53.5	10	90	0

Parking Lot Design Guide	Basic (for typical conditions)	Basic Enhanced Security (in consideration of personal security or vandalism)	Security (security lighting for public spaces)	High Security (security lighting for public spaces)
	lux/fc	lux/fc	lux/fc	lux/fc
Minimum Horizontal Illuminance (Measured on parking surface without any shadowing from any object)	2.0/0.2	5.0/0.5	10.0/1.0	30.0-60.0/3.0-6.0
Uniformity Ratio Maximum - to - Minimum	20:1	15:1	15:1	*4:1 *Avg-Min
Minimum Vertical Illuminance (for facial recognition measured at 5' above the parking surface at the point of lowest horizontal illuminance)	1.0/0.1	2.5/0.25	5.0-8.0/0.5-0.8	12-60/1.2-6.0

Recommendations based on RP-33-99, RP-20-98, 9th Edition IESNA Lighting Handbook

Lighting AGAINST drawings are being provided as the recipient of this calculation or reasonable consent to CAD and the additional digital data used to produce a lighting design/layout/calculation. Lighting AGAINST has used its professional judgment and experience in accordance with generally accepted standards in the lighting industry to produce these drawings. However, Lighting AGAINST does not guarantee that the actual light levels measured in the field will be identical to the calculated light levels contained herein. Actual light levels may vary from those shown due to factors beyond the control of Lighting AGAINST, including but not limited to, actual field conditions, voltage variations, dirt depreciation, lamp lumen depreciation, the actual accuracy of as-built site plans, and other inherently uncertain conditions. The landscape, architectural model and surrounding buildings and trees may cause shadows that affect the light levels. Lighting AGAINST has not modeled these shadows in its calculations. Lighting AGAINST has used its professional judgment and experience to produce a lighting design/layout/calculation that it believes in good faith will provide adequate but not specified light levels for exterior applications. Lighting AGAINST does not guarantee that the actual light levels measured in the field will be identical to the calculated light levels contained herein. Actual light levels may vary from those shown due to factors beyond the control of Lighting AGAINST, including but not limited to, actual field conditions, voltage variations, dirt depreciation, lamp lumen depreciation, the actual accuracy of as-built site plans, and other inherently uncertain conditions. The landscape, architectural model and surrounding buildings and trees may cause shadows that affect the light levels. Lighting AGAINST has not modeled these shadows in its calculations. Lighting AGAINST has used its professional judgment and experience to produce a lighting design/layout/calculation that it believes in good faith will provide adequate but not specified light levels for exterior applications. Lighting AGAINST does not guarantee that the actual light levels measured in the field will be identical to the calculated light levels contained herein. Actual light levels may vary from those shown due to factors beyond the control of Lighting AGAINST, including but not limited to, actual field conditions, voltage variations, dirt depreciation, lamp lumen depreciation, the actual accuracy of as-built site plans, and other inherently uncertain conditions. The presence of objects not specified in the lighting design/layout/calculation, such as but not limited to, trees, bushes, hedges, landscaping, buildings and signage may affect the lighting design and may create shadowing.

enlighten

#	Date	Comments
Revisions		

Drawn By: Jose Saucedo
Drawn By: jose.saucedo@pg-enlighten.com
Date:3/20/2017
Scale: 1" = 10'

Project Name: Stefani's in Lincolnwood

Client Name: MAYUR MODI - KNAUER INCORPORATED

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EXHIBIT I

LIGHTING SPECIFICATIONS

Return to VB Agenda

PG enlighten
500 Quail Ridge Drive
Westmont, IL 60559
Phone: (847) 228-1199
Fax: (847) 228-6699

Date: Mar 20, 2017

Job Name
STEFANI'S IN LINCOLNWOOD

Bid Date
Mar 20, 2017

Submittal Date
Mar 20, 2017

LIGHTING
CONTROLS
ENERGY
CONTRACT
LSR

Mar 20, 2017

RE: STEFANI'S IN LINCOLNWOOD

Type	MFG	Part
A-T4	BEACON PRODUCTS by Hubbell	VP-L-96NB-220-4K-T4-BLC
A-T5W	BEACON PRODUCTS by Hubbell	VP-L-96NB-220-4K-T5W
B-T2	BEACON PRODUCTS by Hubbell	VP-S-24NB-55-4K-T2
B-T4	BEACON PRODUCTS by Hubbell	VP-S-24NB-55-4K-T4-BLC

Submitted by PG enlighten

PG enlighten LIGHTING CONTROLS ENERGY CONTRACT LSR

Job Name:
STEFANI'S IN LINCOLNWOOD

Catalog Number:
VP-L-96NB-220-4K-T4-BLC

Notes:

Type:
A-T4

VIPER L SERIES

ENHANCED LARGE VIPER LUMINAIRE

Cat.#

Job

Type

BEACON design . performance . technology

Approvals

SPECIFICATIONS

Intended Use:

The Beacon Viper luminaire is available in two sizes with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS. Luminaires are suitable for wet locations.

Construction:

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

Electrical:

- Luminaire accepts 100V through 277V, 50 Hz to 60 Hz (UNV) 347V or 480V input.
- Power factor is ≥ .90 at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- Ambient operating temperature -40°C to 40°C
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Surge protection - 20KA.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

Controls/Options:

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the Wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full Wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, ` or timed dimming based on time of night (see www.beaconproducts.com/products/energeni).
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelllighting.com/sitesync for more details.

Installation:

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

Finish:

- IFS polyester powder-coat electro-statically applied and thermocured.
- IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Listings:

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http://www.designlights.org/QPL
- Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications with SF2 mounting
- IDA approved

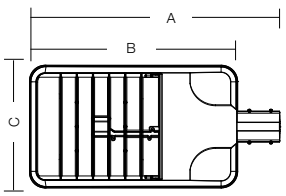
Warranty:

Five year limited warranty for more information visit:
www.hubbelllighting.com/resources/warranty

PRODUCT IMAGE(S)

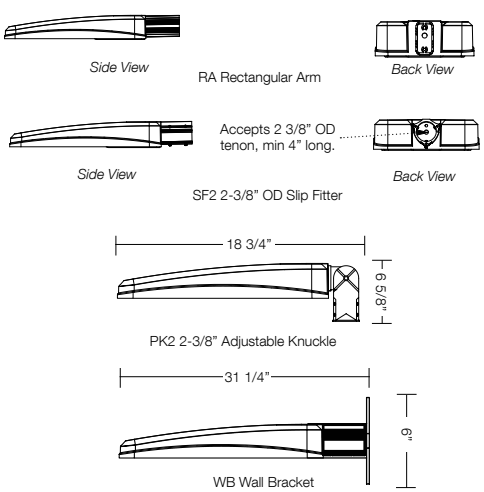


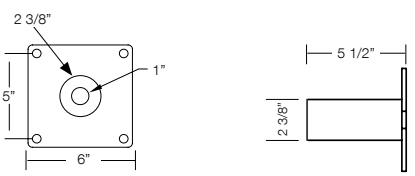
DIMENSIONS



A	B	C	D	Weight:	EPA
29.12" (704 mm)	24.19" (614 mm)	14.25" (362 mm)	4.13" (105 mm)	25.0 lbs (11.3 kg)	1.0 ft²

MOUNTING OPTIONS





CERTIFICATIONS/LISTINGS

IK05

*3000K and warmer CCTs only

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HUBBELL Lighting

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Submitted by PG enlighten

PG enlighten LIGHTING CONTROLS ENERGY CONTRACT LSR

Job Name: STEFANI'S IN LINCOLNWOOD

Catalog Number: VP-L-96NB-220-4K-T4-BLC

Notes:

Type: A-T4

ORDERING INFORMATION

ORDERING EXAMPLE: VPL/96NB-280/5K/T4/UNV/PCR-TL/GENIXX/BLC/RA/BBT

VPL

SERIES
- **VPL** viper-large

ENGINE-WATTS
- **64NB-135** 135W, LED array
- **80NB-180** 180W, LED array
- **80NB-235** 235W, LED array
- **96NB-220** 220W, LED array
- **96NB-280** 280W, LED array
- **96NB-395** 395W, LED array

LED COLOR
- **3K** 3000K
- **4K** 4000K
- **5K** 5000K

VOLTAGE
- **UNV** 120-277V
- **347V** 347V
- **480V** 480V

ELECTRICAL OPTIONS
- **PCR-TL** 7 pin twist lock receptacle with photo control
- **PCR-SC** 7 pin twist lock receptacle with shorting cap
- **2PF**[7] dual power feed
- **PCRU** 7 pin twist lock receptacle

HOUSE SIDE SHIELD OPTIONS
- **HSS-90** house side shield 90°
- **HSS-180** house side shield 180°
- **BLC**[3] backlight control

SENSOR OPTIONS
- **MDD**[2,5] motion dimming detector

FINISH
- **BBT** basic black textured
- **BMT** black matte textured
- **WHT** white textured
- **MBT** metallic bronze textured
- **BZT** bronze textured
- **DBT** dark bronze textured
- **GYS** gray smooth
- **DPS** dark platinum smooth
- **GNT** green textured
- **MST** metallic silver textured
- **MTT** metallic titanium textured
- **OWI** old world iron
- **RAL** _____

OPTICS[4]
- **T1** type I
- **T2** type II
- **T3** type III
- **T4** type IV
- **T5R** type V, rectangular
- **T5QM** type V, square medium
- **T5W** type V, round wide
- **FR** front row auto optic

LEFT RIGHT OPTICS[4]
- **T1L** type 1 left
- **T1R** type 1 right
- **T2L** type 2 left
- **T2R** type 2 right
- **T3L** type 3 left
- **T3R** type 3 right
- **T4L** type 4 left
- **T4R** type 4 right
- **FRL** front row left
- **FRR** front row right

CONTROL OPTIONS
- **GENI-XX**[6] energeni
- **SWP**[1,5] SiteSync Wireless Pre-Commission
- **SWPM**[2,5] SiteSync Wireless Pre-Commission w/ Motion Detection

BIRD DETERRENT
- **BSP** bird spike

MOUNTING OPTIONS
- **RA** rectangular arm for round or square pole mount. Round Pole Adapter included.
- **SF2** 2 3/8" OD slip-fitter
- **PK2** 2 3/8" adjustable knuckle
- **WB** wall bracket (use with SF2 or PK2), SF2 standard

PRECOMMISSIONED SITESYNC ORDERING INFORMATION: When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.HubbellLighting.com/sitesync or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VP-L/80NB-235/5K/T3/UNV/SWP/RA/DBT — SiteSync only
VP-L/80NB-235/5K/T3/UNV/SWPM-20F/RA/DBT — SiteSync with Motion Control

MDD ORDERING INFORMATION: When ordering a fixture with the motion detection option (MDD), please specify the appropriate information. These settings are specified in the ordering as shown in the example below.

VP-L/80NB-235/5K/T3/UNV/MDD - 1 to 30 min. - 33% or 50% - ?? / RA/DBT

High to Dim Delay — Low Level — Mounting Height (ft.)

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG+	SiteSync Wireless Bridge Node

* When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.
+ If needed, an additional Bridge Node can be ordered.

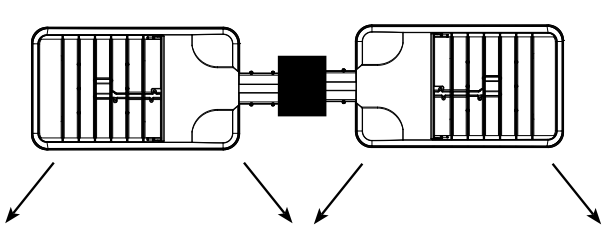
[1] Must specify group and zone information at time of order. See www.hubbelllighting.com/sitesync for further details
[2] Specify time delay; dimming level and mounting height.
[3] T4 optic only.
[4] To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.
[5] Not available with other control or sensor options.
[6] When ordering Energeni, specifiy the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.
[7] Not available for 347V or 480V input.

DesignLights Consortium qualified. Consult DLC website for more details: http://www.designlights.org/QPL



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

LEFT ROTATED OPTIC **RIGHT ROTATED OPTIC**



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Submitted by PG enlighten

PG enlighten LIGHTING CONTROLS ENERGY CONTRACT LSR

Job Name:
STEFANI'S IN LINCOLNWOOD

Catalog Number:
VP-L-96NB-220-4K-T5W

Notes:

Type:
A-T5W

VIPER L SERIES

ENHANCED LARGE VIPER LUMINAIRE

Cat.#

Job

Type

BEACON design . performance . technology

Approvals

SPECIFICATIONS

Intended Use:

The Beacon Viper luminaire is available in two sizes with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS. Luminaires are suitable for wet locations.

Construction:

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

Electrical:

- Luminaire accepts 100V through 277V, 50 Hz to 60 Hz (UNV) 347V or 480V input.
- Power factor is ≥ .90 at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- Ambient operating temperature -40°C to 40°C
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Surge protection - 20KA.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

Controls/Options:

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the Wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full Wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, ` or timed dimming based on time of night (see www.beaconproducts.com/products/energeni).
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelllighting.com/sitesync for more details.

Installation:

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

Finish:

- IFS polyester powder-coat electro-statically applied and thermocured.
- IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Listings:

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http://www.designlights.org/QPL
- Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications with SF2 mounting
- IDA approved

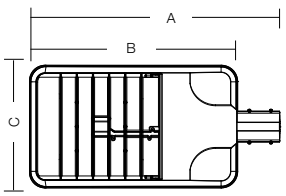
Warranty:

Five year limited warranty for more information visit:
www.hubbelllighting.com/resources/warranty

PRODUCT IMAGE(S)

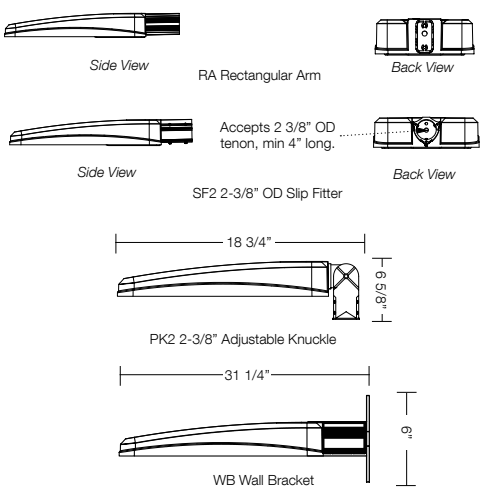


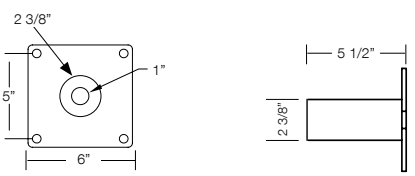
DIMENSIONS



A	B	C	D	Weight:	EPA
29.12" (704 mm)	24.19" (614 mm)	14.25" (362 mm)	4.13" (105 mm)	25.0 lbs (11.3 kg)	1.0 ft²

MOUNTING OPTIONS





CERTIFICATIONS/LISTINGS

IK05

*3000K and warmer CCTs only

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Submitted by PG enlighten

PG enlighten LIGHTING CONTROLS ENERGY CONTRACT LSR

Job Name:
STEFANI'S IN LINCOLNWOOD

Catalog Number:
VP-L-96NB-220-4K-T5W

Notes:

Type:
A-T5W

ORDERING INFORMATION

ORDERING EXAMPLE: VPL/96NB-280/5K/T4/UNV/PCR-TL/GENIXX/BLC/RA/BBT

VPL

SERIES
- **VPL** viper-large

ENGINE-WATTS
- **64NB-135** 135W, LED array
- **80NB-180** 180W, LED array
- **80NB-235** 235W, LED array
- **96NB-220** 220W, LED array
- **96NB-280** 280W, LED array
- **96NB-395** 395W, LED array

LED COLOR
- **3K** 3000K
- **4K** 4000K
- **5K** 5000K

VOLTAGE
- **UNV** 120-277V
- **347V** 347V
- **480V** 480V

ELECTRICAL OPTIONS
- **PCR-TL** 7 pin twist lock receptacle with photo control
- **PCR-SC** 7 pin twist lock receptacle with shorting cap
- **2PF**[7] dual power feed
- **PCRU** 7 pin twist lock receptacle

HOUSE SIDE SHIELD OPTIONS
- **HSS-90** house side shield 90°
- **HSS-180** house side shield 180°
- **BLC**[3] backlight control

SENSOR OPTIONS
- **MDD**[2,5] motion dimming detector

FINISH
- **BBT** basic black textured
- **BMT** black matte textured
- **WHT** white textured
- **MBT** metallic bronze textured
- **BZT** bronze textured
- **DBT** dark bronze textured
- **GYS** gray smooth
- **DPS** dark platinum smooth
- **GNT** green textured
- **MST** metallic silver textured
- **MTT** metallic titanium textured
- **OWI** old world iron
- **RAL** _____

OPTICS[4]
- **T1** type I
- **T2** type II
- **T3** type III
- **T4** type IV
- **T5R** type V, rectangular
- **T5QM** type V, square medium
- **T5W** type V, round wide
- **FR** front row auto optic

LEFT RIGHT OPTICS[4]
- **T1L** type 1 left
- **T1R** type 1 right
- **T2L** type 2 left
- **T2R** type 2 right
- **T3L** type 3 left
- **T3R** type 3 right
- **T4L** type 4 left
- **T4R** type 4 right
- **FRL** front row left
- **FRR** front row right

CONTROL OPTIONS
- **GENI-XX**[6] energeni
- **SWP**[1,5] SiteSync Wireless Pre-Commission
- **SWPM**[2,5] SiteSync Wireless Pre-Commission w/ Motion Detection

BIRD DETERRENT
- **BSP** bird spike

MOUNTING OPTIONS
- **RA** rectangular arm for round or square pole mount. Round Pole Adapter included.
- **SF2** 2 3/8" OD slip-fitter
- **PK2** 2 3/8" adjustable knuckle
- **WB** wall bracket (use with SF2 or PK2), SF2 standard

PRECOMMISSIONED SITESYNC ORDERING INFORMATION: When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.HubbellLighting.com/sitesync or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VP-L/80NB-235/5K/T3/UNV/SWP/RA/DBT — SiteSync only
VP-L/80NB-235/5K/T3/UNV/SWPM-20F/RA/DBT — SiteSync with Motion Control

MDD ORDERING INFORMATION: When ordering a fixture with the motion detection option (MDD), please specify the appropriate information. These settings are specified in the ordering as shown in the example below.

VP-L/80NB-235/5K/T3/UNV/MDD - 1 to 30 min. - 33% or 50% - ?? / RA/DBT

High to Dim Delay | Low Level | Mounting Height (ft.)

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG+	SiteSync Wireless Bridge Node

* When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.
+ If needed, an additional Bridge Node can be ordered.

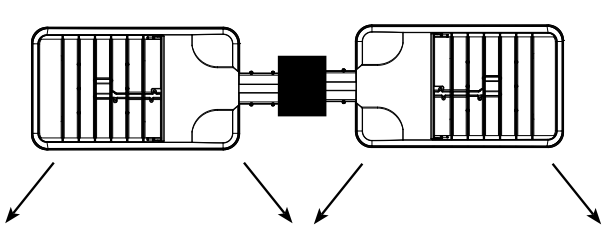
[1] Must specify group and zone information at time of order. See www.hubbelllighting.com/sitesync for further details
[2] Specify time delay; dimming level and mounting height.
[3] T4 optic only.
[4] To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.
[5] Not available with other control or sensor options.
[6] When ordering Energeni, specifiy the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.
[7] Not available for 347V or 480V input.

DesignLights Consortium qualified.
Consult DLC website for more details:
http://www.designlights.org/QPL



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

LEFT ROTATED OPTIC **RIGHT ROTATED OPTIC**



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Submitted by PG enlighten			
PG enlighten LIGHTING CONTROLS ENERGY CONTRACT LSR	**Job Name:** STEFANI'S IN LINCOLNWOOD	**Catalog Number:** VP-S-24NB-55-4K-T2 Notes:	**Type:** **B-T2**

VIPER S SERIES

SMALL VIPER LUMINAIRE

Cat.#		BEACON design . performance . technology
Job	Type	Approvals

SPECIFICATIONS

Intended Use:

The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 400W MH or HPS.

Construction:

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

Electrical:

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is ≥.90 at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- The housing is designed for an optional twist lock photo control receptacle.
- Ambient operating temperature -40°C to 40°C
- Surge protection - 20KA.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

Controls/Options:

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see www.beaconproducts.com/products/energeni).
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelllighting.com/sitesync for more details.

Installation:

- Mounting options for horizontal armd, vertical tenon or traditional arm mounting available. Mounting hardware included.

Finish:

- IFS polyester powder-coat electro-statically applied and thermocured.
- IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Listings:

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http://www.designlights.org/QPL
- Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications with SF2 mounting
- IDA approved

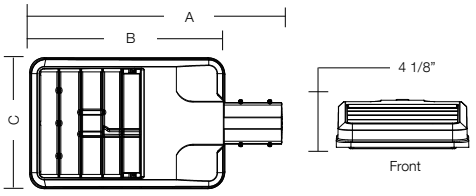
Warranty:

Five year limited warranty for more information visit:
www.hubbelllighting.com/resources/warranty

PRODUCT IMAGE(S)

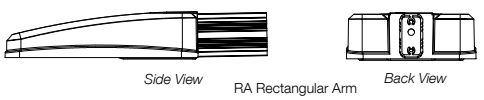


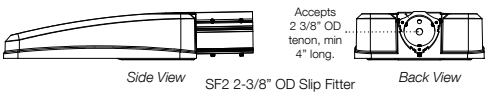
DIMENSIONS

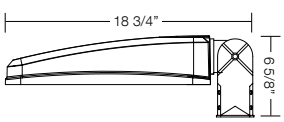


A	B	C	Weight:	EPA
22.75" (578 mm)	16.75" (425 mm)	11.25" (286 mm)	15.0 lbs (6.8 kg)	.67 ft²

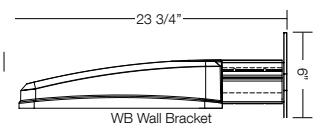
MOUNTING OPTIONS



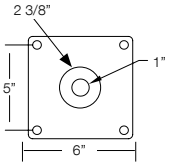


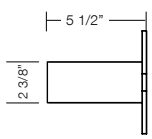


PK2 2-3/8" Adjustable Knuckle



WB Wall Bracket





CERTIFICATIONS/LISTINGS

*3000K and warmer CCTs only

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HUBBELL Lighting

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Submitted by PG enlighten

PG enlighten LIGHTING CONTROLS ENERGY CONTRACT LSR

Job Name:
STEFANI'S IN LINCOLNWOOD

Catalog Number:
VP-S-24NB-55-4K-T2

Notes:

Type:
B-T2

ORDERING INFORMATION

ORDERING EXAMPLE: VPS/36NB-80/5K/T4/UNV/PCR-TL/SWP/BLC/RA/BBT

VPS

SERIES
- **VPS** viper-small

ENGINE-WATTS
- **24NB-55** 55W, LED array
- **30NB-70** 70W, LED array
- **36NB-80** 80W, LED array
- **48NB-110** 110W, LED array
- **60NB-136** 136W, LED array

LED COLOR
- **3K** 3000K
- **4K** 4000K
- **5K** 5000K

VOLTAGE
- **UNV** 120-277V
- **347V** 347V
- **480V** 480V

OPTICS[4]
- **T1** type I
- **T2** type II
- **T3** type III
- **T4** type IV
- **T5R** type V, rectangular
- **T5QM** type V, square medium
- **T5W** type V, round wide
- **FR** front row auto optic

ELECTRICAL OPTIONS
- **PCR-TL** Twist lock receptacle with photo control
- **PCR-SC** Twist lock receptacle with short-ing cap
- **PCRU** Twist lock receptacle
- **2PF[7]** dual power feed

HOUSE SIDE SHIELD OPTIONS
- **HSS-90** house side shield 90°
- **HSS-180** house side shield 180°
- **BLC[3]** backlight control

SENSOR OPTIONS
- **MDD[2,5]** motion dimming detector

BIRD DETERRENT
- **BSP** bird spike

FINISH
- **BBT** basic black textured
- **BMT** black matte textured
- **WHT** white textured
- **MBT** metallic bronze textured
- **BZT** bronze textured
- **DBT** dark bronze textured
- **GYS** gray smooth
- **DPS** dark platinum smooth
- **GNT** green textured
- **MST** metallic silver textured
- **MTT** metallic titanium textured
- **OWI** old world iron
- **RAL** _____

CONTROL OPTIONS
- **GENI-XX[6]** Energeni
- **SWP[1,5]** SiteSync Wireless Pre-Commission
- **SWPM[2,5]** SiteSync Wireless Pre-Commission w/ Motion Detection

MOUNTING OPTIONS
- **RA** rectangular arm for round or square pole mount. RPA included.
- **SF2** 2 3/8" OD slip-fitter
- **PK2** 2 3/8" adjustable knuckle
- **WB** wall bracket (use with SF2 or PK2), SF2 standard

[1] Must specify group and zone information at time of order. See www.hubbelllighting.com/controls/sitesync for further details.
[2] Specify time delay; dimming level and mounting height.
[3] T4 optic only.
[4] To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.
[5] Not available with other control or sensor options.
[6] When ordering Energeni, specifiy the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.
[7] Not available for 347V or 480V input.

PRECOMMISSIONED SITESYNC ORDERING INFORMATION: When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.HubbellLighting.com/products/sitesync or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VP-S/24NB-55/5K/T3/UNV/SWP/RA/DBT — SiteSync only
VP-S/24NB-55/5K/T3/UNV/SWPM-20F/RA/DBT — SiteSync with Motion Control

MDD ORDERING INFORMATION: When ordering a fixture with the motion detection option (MDD), please specify the appropriate information. These settings are specified in the ordering as shown in the example below.

VP-S/24NB-55/5K/T3/UNV/MDD - 1 to 30 min. - 33% or 50% - ?? / RA/DBT

High to Dim Delay | Low Level | Mounting Height (ft.)

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG+	SiteSync Wireless Bridge Node

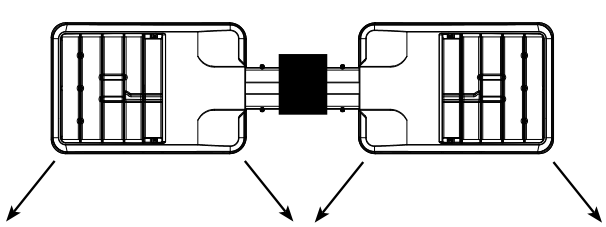
*When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.
+ If needed, an additional Bridge Node can be ordered.

DesignLights Consortium qualified.
Consult DLC website for more details:
http://www.designlights.org/QPL



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

LEFT ROTATED OPTIC **RIGHT ROTATED OPTIC**



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HUBBELL Lighting

Return to VB Agenda

Submitted by PG enlighten			
PG enlighten LIGHTING CONTROLS ENERGY CONTRACT LSR	**Job Name:** STEFANI'S IN LINCOLNWOOD	**Catalog Number:** VP-S-24NB-55-4K-T4-BLC Notes:	**Type:** **B-T4**

VIPER S SERIES

SMALL VIPER LUMINAIRE

Cat.#		BEACON design . performance . technology
Job	Type	Approvals

SPECIFICATIONS

Intended Use:

The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 400W MH or HPS.

Construction:

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

Electrical:

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is ≥.90 at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- The housing is designed for an optional twist lock photo control receptacle.
- Ambient operating temperature -40°C to 40°C
- Surge protection - 20KA.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

Controls/Options:

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see www.beaconproducts.com/products/energeni).
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelllighting.com/sitesync for more details.

Installation:

- Mounting options for horizontal armd, vertical tenon or traditional arm mounting available. Mounting hardware included.

Finish:

- IFS polyester powder-coat electro-statically applied and thermocured.
- IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Listings:

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http://www.designlights.org/QPL
- Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications with SF2 mounting
- IDA approved

Warranty:

Five year limited warranty for more information visit:
www.hubbelllighting.com/resources/warranty

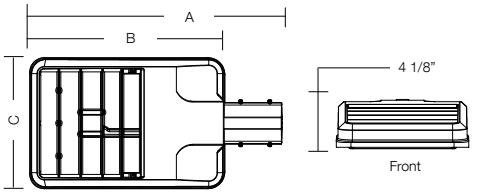
CERTIFICATIONS/LISTINGS

*3000K and warmer CCTs only

PRODUCT IMAGE(S)

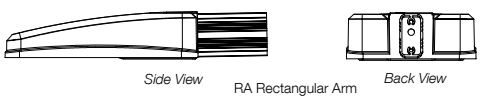


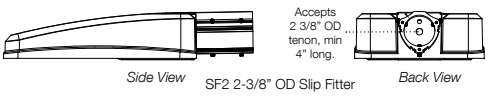
DIMENSIONS

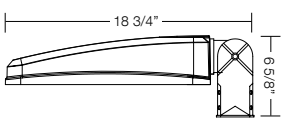


A	B	C	Weight:	EPA
22.75" (578 mm)	16.75" (425 mm)	11.25" (286 mm)	15.0 lbs (6.8 kg)	.67 ft²

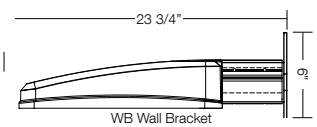
MOUNTING OPTIONS



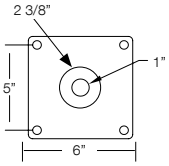


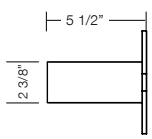


PK2 2-3/8" Adjustable Knuckle



WB Wall Bracket





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HUBBELL Lighting

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Submitted by PG enlighten

PG enlighten LIGHTING CONTROLS ENERGY CONTRACT LSR

Job Name:
STEFANI'S IN LINCOLNWOOD

Catalog Number:
VP-S-24NB-55-4K-T4-BLC

Notes:

Type:
B-T4

ORDERING INFORMATION

ORDERING EXAMPLE: VPS/36NB-80/5K/T4/UNV/PCR-TL/SWP/BLC/RA/BBT

VPS

SERIES
- **VPS** viper-small

ENGINE-WATTS
- **24NB-55** 55W, LED array
- **30NB-70** 70W, LED array
- **36NB-80** 80W, LED array
- **48NB-110** 110W, LED array
- **60NB-136** 136W, LED array

LED COLOR
- **3K** 3000K
- **4K** 4000K
- **5K** 5000K

VOLTAGE
- **UNV** 120-277V
- **347V** 347V
- **480V** 480V

OPTICS[4]
- **T1** type I
- **T2** type II
- **T3** type III
- **T4** type IV
- **T5R** type V, rectangular
- **T5QM** type V, square medium
- **T5W** type V, round wide
- **FR** front row auto optic

ELECTRICAL OPTIONS
- **PCR-TL** Twist lock receptacle with photo control
- **PCR-SC** Twist lock receptacle with shorting cap
- **PCRU** Twist lock receptacle
- **2PF[7]** dual power feed

HOUSE SIDE SHIELD OPTIONS
- **HSS-90** house side shield 90°
- **HSS-180** house side shield 180°
- **BLC[3]** backlight control

SENSOR OPTIONS
- **MDD[2,5]** motion dimming detector

BIRD DETERRENT
- **BSP** bird spike

FINISH
- **BBT** basic black textured
- **BMT** black matte textured
- **WHT** white textured
- **MBT** metallic bronze textured
- **BZT** bronze textured
- **DBT** dark bronze textured
- **GYS** gray smooth
- **DPS** dark platinum smooth
- **GNT** green textured
- **MST** metallic silver textured
- **MTT** metallic titanium textured
- **OWI** old world iron
- **RAL** _____

CONTROL OPTIONS
- **GENI-XX[6]** Energeni
- **SWP[1,5]** SiteSync Wireless Pre-Commission
- **SWPM[2,5]** SiteSync Wireless Pre-Commission w/ Motion Detection

MOUNTING OPTIONS
- **RA** rectangular arm for round or square pole mount. RPA included.
- **SF2** 2 3/8" OD slip-fitter
- **PK2** 2 3/8" adjustable knuckle
- **WB** wall bracket (use with SF2 or PK2), SF2 standard

[1] Must specify group and zone information at time of order. See www.hubbelllighting.com/controls/sitesync for further details.
[2] Specify time delay; dimming level and mounting height.
[3] T4 optic only.
[4] To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.
[5] Not available with other control or sensor options.
[6] When ordering Energeni, specifiy the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.
[7] Not available for 347V or 480V input.

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VP-S/24NB-55/5K/T3/UNV/SWPM-20F/RA/DBT — SiteSync with Motion Control

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High to Dim Delay — Low Level — Mounting Height (ft.)

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG+	SiteSync Wireless Bridge Node

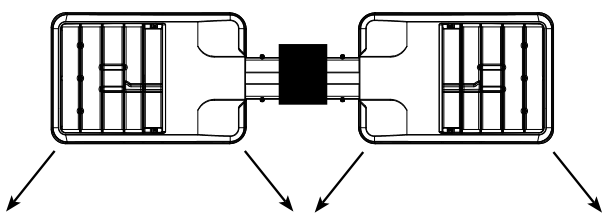
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DesignLights Consortium qualified.
Consult DLC website for more details:
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SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

LEFT ROTATED OPTIC **RIGHT ROTATED OPTIC**



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HUBBELL Lighting

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EXHIBIT J

MISCELLANEOUS SITE IMPROVEMENT PLANS

Return to VB Agenda

SITE IMPROVEMENT PLANS
for
STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS
PROJECT NO:9743

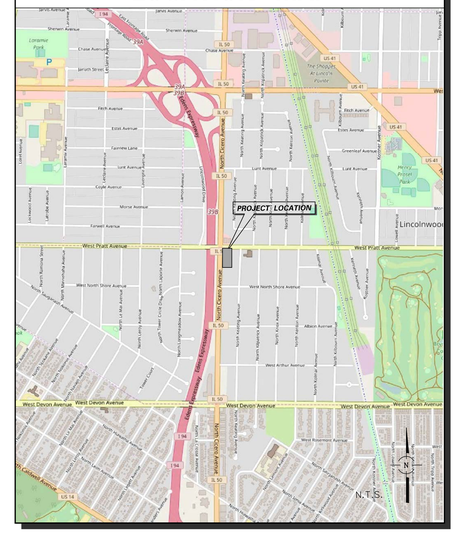
ARCHITECT
KNAUER, INC.
720 WAUGKEGAN ROAD, SUITE 200
DEERFIELD, IL 60015
PHONE: 847.948.9500 EXT 105

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:
COUNTY COOK
CITY, TOWNSHIP VILLAGE OF LINCOLNWOOD, NILES
SEC. & 1/4 SEC. NO. SW 1/4 SEC. 27 - T41N - R13E
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

SOURCE BENCHMARK:
SEE INFORMATION ON SHEET GN1

NOTE:
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

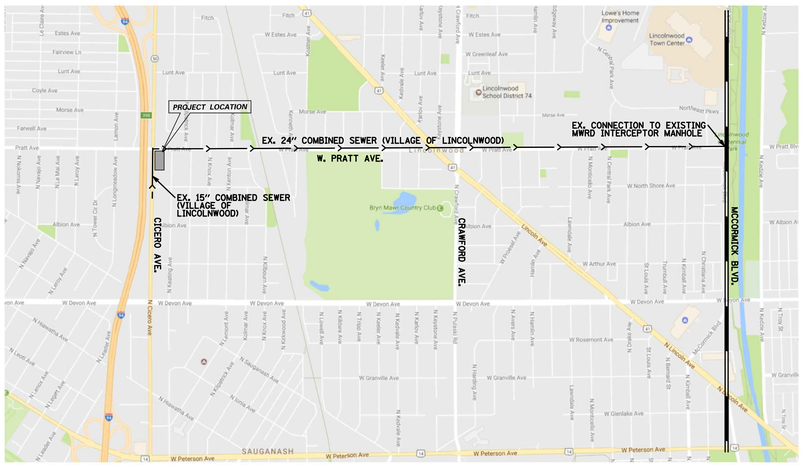
LOCATION MAP



INDEX

SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	C1	COVER SHEET
2	GN	GENERAL NOTES AND TYPICAL SECTION
3	ET	EXISTING CONDITIONS
4	DEMO	DEMOLITION PLAN
5	GM1	GEOMETRIC PLAN
6	GR1	GRADING PLAN
7	UT1	UTILITY PLAN
8-10	SE1-SE3	SOIL EROSION AND SEDIMENT CONTROL PLAN
11	SPEC	SPECIFICATION
12-13	D1-D2	DETAILS
14	WMO	MWRD DETENTION EXHIBIT
ARCHITECTUAL PLAN INDEX		
	A1	ARCHITECTUAL SITE PLAN
	A2	BUILDING ELEVATIONS
	A3	SITE DETAILS
LANDSCAPING PLAN INDEX		
	L1O	LANDSCAPE PLAN

SEWER MAP



ISSUED FOR PLAN COMMISSION 3/10/17

REVISIONS

ORIGINAL PLAN DATE: MARCH 10, 2017

#	SHEET #	REMARKS	DATE
1	ALL	PER VILLAGE COMMENTS	3/20/17

ENGINEER DATE
DANIEL C. STEVENS, P.E.
ILLINOIS REGISTRATION NO.: 062-057634
EXPIRATION DATE: 11/30/2015
PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2017
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE, SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER

DANIEL C. STEVENS 062-057634 PROFESSIONAL ENGINEER ILLINOIS

STEFANI'S OSTERIA
6755 N. CICERO AVE.

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

SPACECO INC.

FILENAME: 9743TITLE
DATE: 02/XX/2017
JOB NO. 9743
SHEET C1
1 OF 14

S:\Projects\9743\NO9743TITLE.dgn Default User=pswisscz

Item VB Agenda

GENERAL NOTES

1. REFERENCED CODES

A. ALL PAVEMENT AND STORM SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC), AND SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS: ADOPTED APRIL 1, 2016 BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THERETO; AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CODE OF THE MUNICIPALITY EXCEPT AS MODIFIED HEREIN. IN CASE OF CONFLICT, MUNICIPAL CODE SHALL TAKE PRECEDENCE.

B. ALL SANITARY SEWER AND WATERMAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, PUBLISHED JANUARY 2014, AND IN ACCORDANCE WITH THE CODE OF THE MUNICIPALITY EXCEPT AS MODIFIED HEREIN OR BY ANY PUBLIC AGENCY PERMITS ISSUED FOR THIS WORK. IN CASE OF CONFLICT, THE MORE RESTRICTIVE PROVISIONS SHALL APPLY.

C. ALL SIDEWALK AND PUBLIC AREAS MUST BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA, ILLINOIS HANDICAP ACCESSIBILITY AND ANY APPLICABLE LOCAL ORDINANCES. WHEN CONFLICTS EXIST BETWEEN THE GOVERNING AGENCIES, THE MORE STRINGENT SHALL GOVERN.

D. THE CITED STANDARD SPECIFICATIONS, CODES AND PERMITS, WITH THESE CONSTRUCTION PLANS AND DETAILS, ARE ALL TO BE CONSIDERED PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.

2. UTILITY LOCATIONS

A. THE UTILITY COMPANIES HAVE BEEN CONTACTED IN REFERENCE TO UTILITIES THEY OWN AND OPERATE WITHIN THE LIMITS FOR THIS PROJECT. DATA FROM THESE AGENCIES HAS BEEN INCORPORATED INTO THE PLANS. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS, AND TO SAFELY SCHEDULE ALL UTILITY RELOCATIONS. FOR ADDITIONAL INFORMATION, THE AGENCIES LISTED ON THIS SHEET MAY BE CONTACTED.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLAN. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 800-892-0123 AND THE MUNICIPALITY FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY CONSTRUCTION.

C. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.

3. UTILITY COORDINATION

A. OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS.

B. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING WHICH COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS WORK FROM TIME TO TIME, TO COORDINATE SAME WITH UTILITY RELOCATION WORK, AND SHALL PREPARE REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER.

C. THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. AT&T SHALL BE CONTACTED ONE MONTH PRIOR TO START OF CONSTRUCTION IN ITS UTILITY AREAS. ALL OTHER AGENCIES, UNLESS OTHERWISE NOTED, SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR TEN (10) DAYS PRIOR TO THE START OF ANY SUCH OPERATION.

4. NO PLAN SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION". PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.

5. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.

6. UPON AWARDING OF THE CONTRACT, AND WHEN REQUIRED BY THE MUNICIPALITY OR OWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND IN THE AMOUNT REQUIRED GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY OR OWNER, AS APPROPRIATE.

7. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. HOWEVER, IF THE OWNER HAS A SOILS REPORT, THE RESULTS WILL BE AVAILABLE FROM THE OWNER UPON WRITTEN REQUEST.

8. CONTRACTOR SHALL VIDEO TAPE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.

9. COMMENCING CONSTRUCTION

A. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY AS NECESSARY, ALL TESTING AGENCIES, OR EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION. ALL MATERIAL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. THE TESTING AGENCY SHALL MEET THE APPROVAL OF THE OWNER.

B. FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PERTAINING TO TESTING) UNTIL TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. COST OF SUSPENSION OF WORK TO BE BORNE BY CONTRACTOR.

10. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO ADJACENT PROPERTIES.

11. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE DEVELOPER'S ENGINEER AT CONTRACTOR'S COST.

12. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS SHOWN ON THE ENGINEERING PLANS OR AS DIRECTED BY THE DEVELOPER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.

13. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, CULVERTS, ETC. SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. HE IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL.

14. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER, DEVELOPER OR MUNICIPAL ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

15. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB.

16. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.

17. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS SPECIFICALLY NOTED ON THE PLANS.

18. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF (SSRBC) ARTICLE 201.05.

19. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT MEETING THE OWNER'S APPROVAL AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION.

20. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE OFF-SITE.

21. ALL CUTS OVER 1" IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER 1" IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT.

22. GENERAL EXCAVATION/UNDERGROUND NOTES

A. SLOPE SIDES OF EXCAVATIONS TO COMPLY WITH CODES AND ORDINANCES HAVING JURISDICTION. SHORE AND BRACE WHERE SLOPING IS NOT POSSIBLE EITHER BECAUSE OF SPACE RESTRICTIONS OR STABILITY OF MATERIAL EXCAVATED. MAINTAIN SIDES AND SLOPES OF EXCAVATIONS IN A SAFE CONDITION UNTIL COMPLETION OF BACKFILLING.

B. PROVIDE MATERIALS FOR SHORING AND BRACING, SUCH AS SHEET PILING, UPRIGHTS, STRINGERS AND CROSS BRACES, IN GOOD SERVICEABLE CONDITION. PROVIDE MINIMUM REQUIREMENTS FOR TRENCH SHORING AND BRACING TO COMPLY WITH CODES AND AUTHORITIES HAVING JURISDICTION. MAINTAIN SHORING AND BRACING IN EXCAVATIONS REGARDLESS OF TIME PERIOD EXCAVATIONS WILL BE OPEN. CARRY DOWN SHORING AND BRACING AS EXCAVATION PROGRESSES IN ACCORDANCE WITH OSHA AND GOVERNING AUTHORITY.

C. PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS. REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. PROVIDE AND MAINTAIN PUMPS, SUMPS, SUCTION AND DISCHARGE LINES AND OTHER DEWATERING SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS. CONVEY WATER REMOVED FROM EXCAVATIONS AND RAINWATER TO COLLECTING OR RUN-OFF AREAS ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. PROVIDE AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES.

D. IMMEDIATELY REPORT CONDITIONS THAT MAY CAUSE UNSOUND BEARING TO THE OWNER/DEVELOPER BEFORE CONTINUING WORK.

23. FINAL ACCEPTANCE

A. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD. THIS GUARANTEE SHALL BE PROVIDED IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE COST OF IMPROVEMENTS.

B. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.

C. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAVEMENT BASE, BINDER, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET.

D. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

24. UNDERGROUND NOTES

A. UNDERGROUND WORK SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS. FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED, BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.

B. WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAYMENT IN FULL FOR CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.

C. ANY DEWATERING OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR DEWATERING. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.

D. TRENCH BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE FROM SUBGRADE ELEVATION TO TOP OF PIPE. THE TRENCH BACKFILL SHALL CONSIST OF GRANULAR MATERIAL MEETING IDOT CA-6 GRADATION. THE TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH (SSRBC) SPECIFICATIONS. JETTING WITH WATER SHALL NOT BE PERMITTED. THE COST OF SUCH CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND SHALL BE INCLUDED IN THE UNIT PRICE OF THE PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.

E. THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8' (NOMINAL) POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, INLETS AND WATER VAULTS. THE POST SHALL EXTEND 4' ABOVE THE GROUND. THE TOP 12" OF SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY - RED, WATERMAIN - BLUE, STORM - GREEN.

F. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT REAR YARD INLET LOCATIONS, AND AT OTHER LOCATIONS SELECTED BY THE ENGINEER, TO MINIMIZE THE AMOUNT OF SILTATION WHICH NORMALLY WOULD ENTER THE STORM SEWER SYSTEM.

G. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM (IF AVAILABLE). DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING, OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.

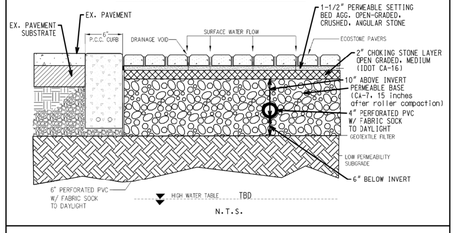
H. ALL TOP OF FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULT COVERS ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. (FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.)

I. SLEEVES FOR UTILITY (CONED, TELEPHONE, ETC.) STREET CROSSING, SHALL BE INSTALLED WHERE DIRECTED BY THE OWNER. SLEEVES SHALL BE 6" PVC INSTALLED 36" BELOW THE TOP OF CURB AND EXTEND TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL.

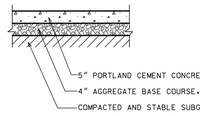
J. THE CONTRACTOR SHALL VERIFY THE SIZE AND INVERT ELEVATION OF ALL CONNECTIONS TO AVOID ANY CONFLICTS BEFORE STARTING WORK. NOTIFY OWNER OF ANY DISCREPANCIES.

25. IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OF OR REPRESENTATIVES OF THE OWNER. NONE-THE-LESS, THE MUNICIPALITY, ITS OFFICIALS AND EMPLOYEES ARE TO BE PROVIDED SAFE ACCESS TO ALL PHASES OF ALL WORK PERFORMED ON THE PROJECT SITE TO MONITOR THE QUALITY OF THE WORK AND ASSURE ITS CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THERE SHALL BE NO PERSONAL LIABILITY UPON ANY OFFICIAL OR EMPLOYEE OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN A SAFE ACCESS TO THE WORK FOR INSPECTORS. "SAFE" MEANING CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECOGNIZED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. IF ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS, THE INSPECTOR CAN ORDER CESSATION OF THE WORK SO AFFECTED UNTIL SUCH TIME AS CONTRACTOR PROVIDES SAFE ACCESS.

PAVER DETAIL CROSS SECTION

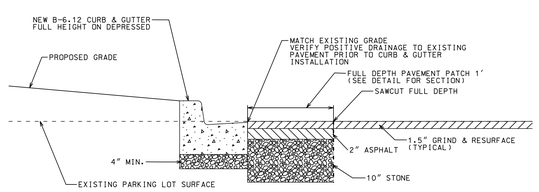


N.T.S.



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

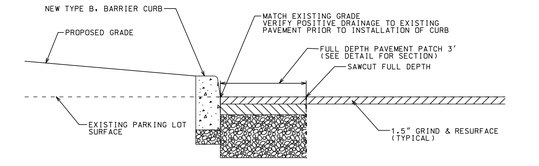
N.T.S.



B-6.12 CURB AND GUTTER INSTALLATION

NOT TO SCALE

NOTE:
SEE SHEETS GM1 FOR LOCATION OF PITCH-IN OR PITCH-OUT CURB & GUTTER.



TYPE B. BARRIER CURB INSTALLATION (ALTERNATE)

NOT TO SCALE

NOTE:
SEE SHEETS GM1 FOR LOCATION

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	DRAIN TILE	
	STORM SEWER	
	SANITARY SEWER	
	SANITARY TRUNK SEWER	
8" W	WATER MAIN (WITH SIZE)	8" W
	PIPE TRENCH BACKFILL	
G	GAS MAIN	G
T	TELEPHONE LINES	T
E	ELECTRIC LINE	E
X	FENCE	X
	RIGHT-OF-WAY	
	EASEMENT	
	PROPERTY LINE	
	SETBACK LINE	
	CENTERLINE	
680	CONTOUR	680
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	INLET	
	FIRE HYDRANT	
	PRESSURE CONNECTION	
	PIPE REDUCER	
	VALVE AND VAULT, VALVE	
	FLARED END SECTION	
	STREET LIGHT	
	UTILITY POLE	
	CONTROL POINT	
	SIGN	
XXXXX	SPOT ELEVATION	XXX.XX
	SOIL BORING	
	OVERLAND FLOW ROUTE	
	DRAINAGE SLOPE	OR
	GUARDRAIL	
	WATER'S EDGE	
	CONCRETE	
	REVERSE PITCH CURB	
	TREE, FIR TREE, BUSH, & PROPOSED TREE TO REMOVE	

ABBREVIATIONS

M - STORM MANHOLE	I - INVERT OR INLET	T/P - TOP OF PIPE
S - SANITARY MANHOLE	TF - TOP OF FOUNDATION	B/P - BOTTOM OF PIPE
CB - CATCH BASIN	GF - GARAGE FLOOR	WM - WATERMAIN
LP - LIGHT POLE	TC - TOP OF CURB	SAN - SANITARY SEWER
VV - VALVE VAULT	TD - TOP OF DEPRESSED CURB	STM - STORM SEWER
E - END SECTION	TW - TOP OF RETAINING WALL	LO - LOOK OUT
FH - FIRE HYDRANT	BW - BOTTOM OF RETAINING WALL	PLO - PARTIAL LOOK OUT
GR - GRADE RING (HYDRANT)	OP - OUTLET OF PIPE	

PERMITS

DESCRIPTION	LOG NO.	PERMIT NO.	DATE ISSUED

BENCH MARKS

SOURCE BENCHMARK:
DESIGNATION: SK002
NGS PID: AJ2476
ELEVATION = 619.09 (NAVD 88)

SITE BENCHMARK #1:
CUT SQUARE ON NORTHEAST CORNER OF CONCRETE BASE FOR TRAFFIC SIGNAL AT THE SOUTHEAST CORNER OF PRATT AVENUE AND CICERO AVENUE.
ELEVATION = 610.29 (NAVD 88)

SITE BENCHMARK #2:
NORTHEAST ARROW BOLT ON FIRE HYDRANT ON WEST SIDE OF CICERO AVENUE, FIRST FIRE HYDRANT SOUTH OF PRATT AVENUE (+/-300 FEET)
ELEVATION = 612.34 (NAVD 88)

CONTACT INFORMATION

NO.	DATE	REMARKS
1	3/20/17	PER VILLAGE COMMENTS

TYPICAL SECTIONS AND GENERAL NOTES

STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
SPACECO INC.

FILENAME: 9743GN
DATE: 02/28/17
JOB NO. 9743
SHEET GN1
2 OF 14

EXISTING CONDITIONS
STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS

NO.	DATE	REMARKS
1	3/20/17	PER VILLAGE COMMENTS

NO.	DATE	REMARKS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

SPACECO INC.
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4660 Fax: (847) 696-4065

FILENAME: 9743ET01
DATE: 02/28/17
JOB NO. 9743
SHEET ET
3 OF 14

NOTE:
UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE OTHERWISE. IN WHICH CASE THE EXISTING PLAN FLOW DIRECTION IS SHOWN.

LAST DATE OF FIELD WORK: FEBRUARY 28, 2017

LEGEND

STORM SEWER
SANITARY SEWER
COMBINED SEWER
WATER MAIN
GAS MAIN
UNDERGROUND TELEPHONE LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND CATV LINE
OVERHEAD WIRE(SHOW UTILITY POLES
FENCE
RAILROAD
EDGE OF WOODS
EDGE OF WATER
WETLAND LIMITS

SANITARY MANHOLE
STORM MANHOLE
INLET
FLARED END SECTION
CATCH BASIN OR INLET
TELEPHONE MANHOLE
ELECTRIC MANHOLE
ELECTRIC UTILITY BOX
FIRE HYDRANT
WATER VALVE VAULT
VALVE
B BOX
POST INDICATOR VALVE
WELL
BOLLARD

HAND HOLE
STREET LIGHT
UTILITY POLE
TRAFFIC SIGNAL
TELEPHONE RISER
SPINDLE/FLAG
BOLLARD
HANDICAP
SIGN
CONCRETE ENCASED MANHOLE
SPOT ELEVATION
BENCH MARK MONUMENT
DOC. / STEEL ROD
IRON PIPE

CUT CROSS
PK / MAG NAIL
PAINTED SPOT
SOIL BORING

TREE WITH SIZE
BUSH
ASPHALT
CONCRETE
GRAVEL

N. CICERO AVE.
W. PRATT AVE.

o VB Agenda

NOTES:

1. VILLAGE STAFF TO INSPECT THE EXISTING SIDEWALK AND ROADWAY CURB & GUTTER ALONG THE PERIMETER OF THE SITE TO SEE IF ANY SECTIONS NEED REPLACEMENT IN CONJUCTION WITH THE PROPOSED DEVELOPMENT.

LEGEND

- PAVEMENT SAWCUT (FULL DEPTH)
- CURB AND GUTTER TO BE REMOVED
- UNDERGROUND UTILITY REMOVAL
- SIDEWALK REMOVAL
- BUILDING REMOVAL
- CONCRETE DRIVEWAY REMOVAL
- SAW-CUT FULL DEPTH
- PAVEMENT RESURFACE (1.5" GRIND)
- FULL DEPTH PAVEMENT REMOVAL
- TREE REMOVAL

N

SCALE 1" - 10'
0 10 20

EXISTING PORTION OF BUILDING TO REMAIN

W. PRATT AVE.

N. CICERO AVE.

SEE UT1 FOR DISCONNECTION DETAIL OF WATERMAIN

NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	3/20/17	PER VILLAGE COMMENTS

DEMOLITION PLAN

STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

SPACECO INC.

FILENAME: 9743DEMO

DATE: 02/28/17

JOB NO. 9743

SHEET
DEMO
4 OF 14

SIGN LEGEND:

N

SCALE 1" - 10'
0 10 20

① STOP R1-1 30" x 30"

② RESERVED PARKING $250 FINE VAN ACCESSIBLE R7-8

③ R3-2

NOTE: ② ① INDICATES SIGN ① MOUNTED ABOVE SIGN ②

LEGEND

- PROPOSED PAVEMENT
- CONCRETE SIDEWALK
- PERVIOUS PAVERS (SEE SECTION ON SHEET GN1)
- CONCRETE SIDEWALK HC RAMP (5' WIDE UNLESS NOTED) SEE IDOT DETAIL
- PITCH-OUT CURB
- DEPRESSED CURB & GUTTER

NOTES:

1. ALL DIMENSIONS ARE BACK OF CURB, BUILDING FOUNDATION OR PROPERTY LINE UNLESS NOTED OTHERWISE.
2. SEE SHEET GN FOR PAVEMENT SECTION DETAILS.
3. BUILDING PLANS SHOWN FOR REFERENCE ONLY AND SHOULD BE VERIFIED WITH ARCHITECTURAL PLANS.
4. PLEASE SEE PAVER SECTION DETAIL ON SHEET GN.
5. PARKING AREA UNDISTURBED TO BE RESURFACED WITH 1.5" ASPHALT.
6. ALL CURB AND GUTTER TO BE B6-12. B6 ALTERNATE MAY BE USED WITH REVISED PLANS SUBMITTED TO VILLAGE.

W. PRATT AVE.

N. CICERO AVE.

8' HIGH MASONRY WALL

MATCH EXISTING SAW CUT LIMITS

CONCRETE APRON 8" CONCRETE 4" AGG. BASE

REMOVE AND REPLACE 45' OF DEPRESSED CURB & GUTTER. FULL DEPTH PAVMENT PATCH REQUIRED.

6" CURB

VALET PARKING SIGN

SEE NEW MONUMENT SIGN BY ARCHITECT

DEPRESSED CURB FOR OVERFLOW

REMOVE AND REPLACE 28.7' OF DEPRESSED CURB & GUTTER WITH B6-12 CURB AND GUTTER. FULL DEPTH PAVMENT PATCH REQUIRED.

CONCRETE APRON 8" CONCRETE 4" AGG. BASE

REMOVE AND REPLACE 45.1' OF DEPRESSED CURB & GUTTER. FULL DEPTH PAVMENT PATCH REQUIRED.

CONCRETE PAD

FENCE

ONE STORY BRICK RESIDENCE

TWO STORY BRICK TOWNHOUSE

WOOD BUILDING OVERHANG

COLUMN

LOCATION PER CLIENT. PAVING PATTERN TO MATCH

BUS SHELTER

BUS STOP

RESIDENTIAL STREETS, NO TRUCKS

NO.	DATE	REMARKS
1	3/20/17	PER VILLAGE COMMENTS

GEOMETRIC PLAN

STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4080 Fax: (847) 696-4085

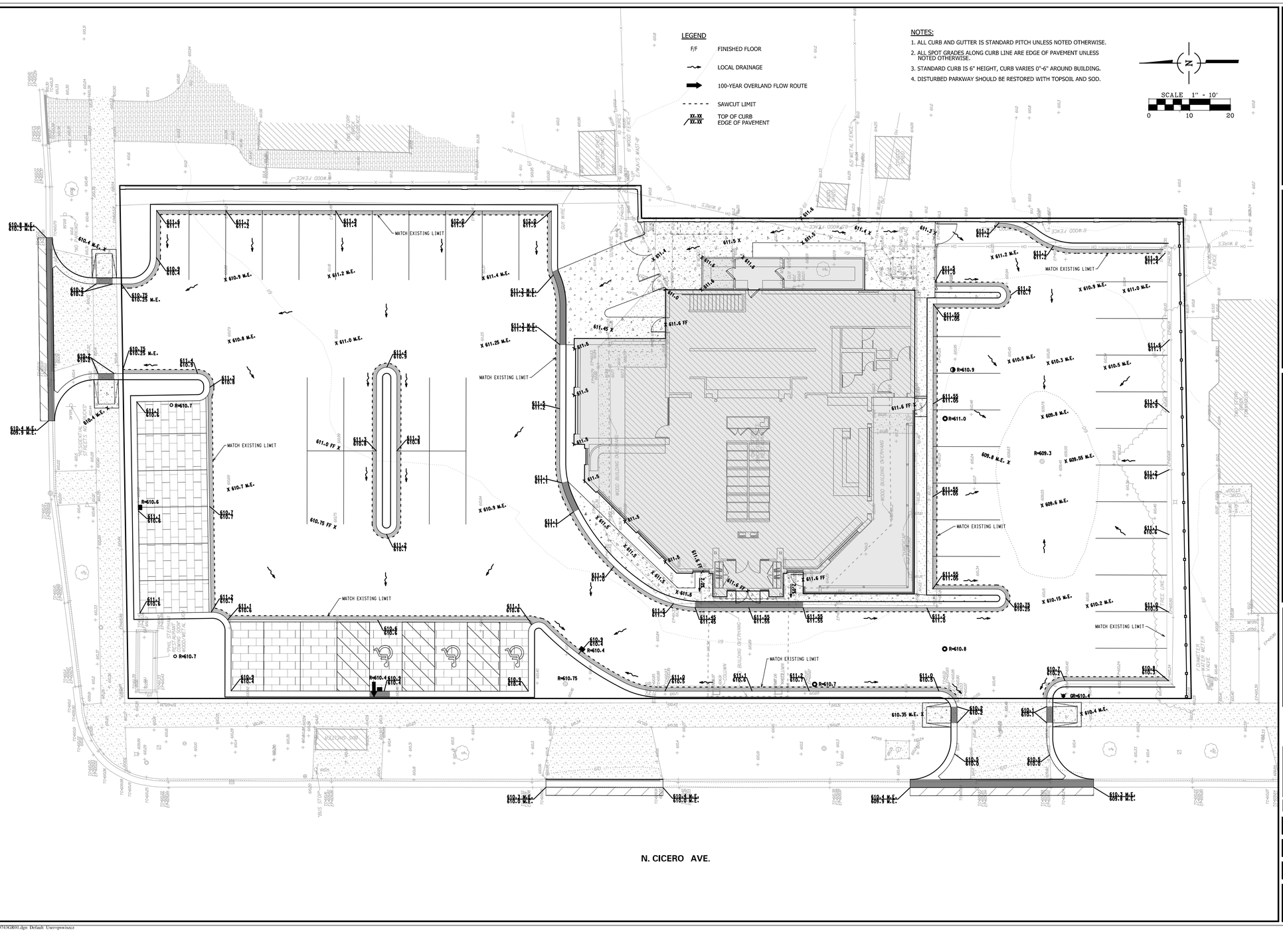
SPACECO INC.

FILENAME: 974.3GM01

DATE: 02/28/17

JOB NO. 974.3

SHEET GM1
5 OF 14



NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	3/20/17	PER VILLAGE COMMENTS

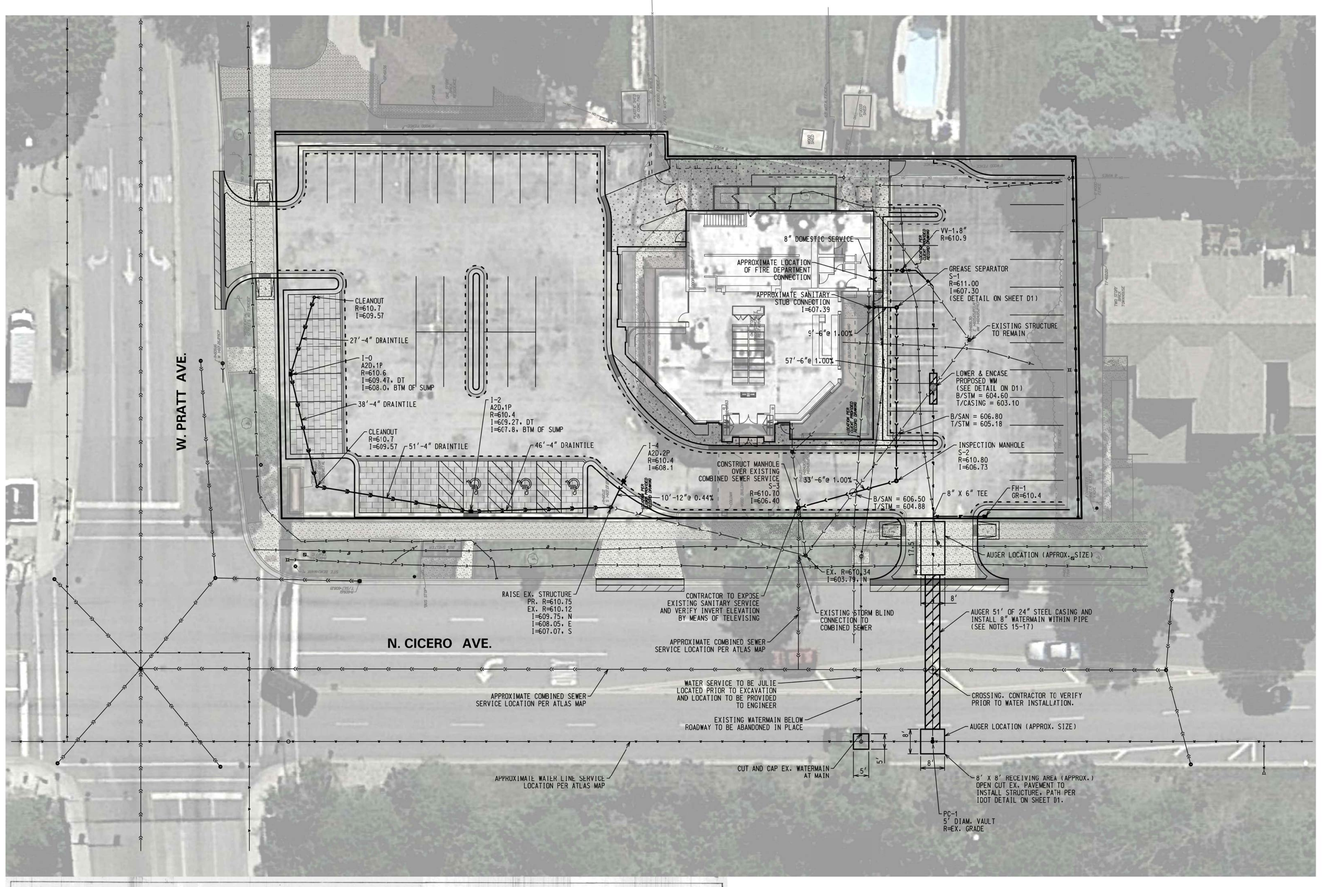
GRADING PLAN

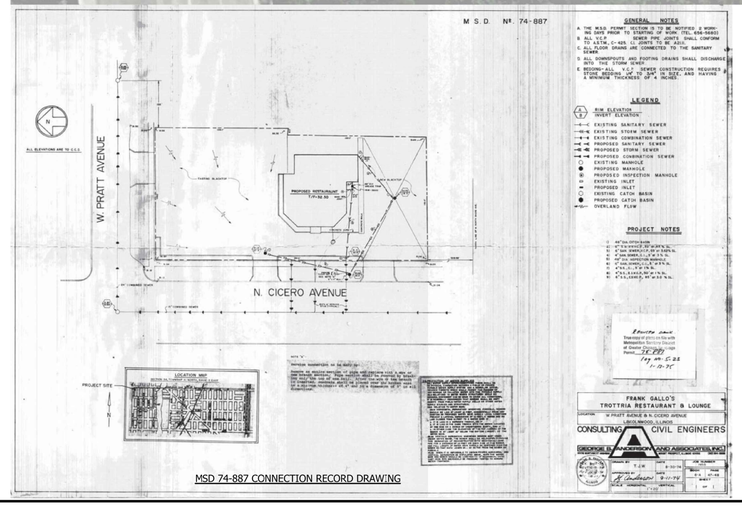
STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 696-4500 Fax: (847) 696-4565
SPACECO INC.

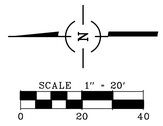
FILENAME: 9743GR01
DATE: 02/28/17
JOB NO: 9743
SHEET GR1
6 OF 14

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MSD 74-887 CONNECTION RECORD DRAWING



LEGEND

- UTILITY CROSSING
- UTILITY CONFLICT LOWER WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- EXISTING SEWER/WATERMAIN REMOVAL OR ABANDON (SEE DEMO SHEETS)
- TELEVISE EX. SANITARY SEWER

STORM STRUCTURE LEGEND

M-100
A4D.1P

- STRUCTURE ABBREVIATION
- STRUCTURE NUMBER
- FRAME AND LID TYPE
- DIAMETER & SIZE OF STRUCTURE
- TYPE OF STRUCTURE

STORM STRUCTURE ABBREVIATIONS

I = INLET
CB = CATCH BASIN
M = MANHOLE
E = FLARED END SECTION

NOTES:

1. ALL STORM SEWERS SHALL BE RCP CL-IV UNLESS NOTED OTHERWISE.
2. ALL WATER MAINS SHALL BE D.I.P. -CLASS 52 UNLESS NOTED OTHERWISE. MEGALUGS AND THRUST BLOCKS ARE REQUIRED FOR ALL WATERMAIN FITTINGS.
3. ALL RESTRAINED WATER MAIN JOINTS SHALL BE U.S. PIPE "FIELD LOK" GASKET OR APPROVED EQUAL.
4. TRENCH BACKFILL REQUIRED ON ALL PROPOSED UNDERGROUND SEWER AND WATER.
5. ALL TRENCH BACKFILL SHALL BE COMPACTED.
6. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES:
   1P - INLET, CATCH BASIN-EAST JORDAN 1050-Z1 WITH M1 FLAT HEAVY DUTY OPEN LID
   1C - MANHOLE-EAST JORDAN 1050-Z1 WITH 1020 TYPE A SOLID COVER
   2P - CURB INLET-EAST JORDAN 7210 WITH TYPE M1 GRATE AND T1 BACK
7. IF ANY PROPOSED SANITARY SEWER CROSSES ABOVE A WATERMAIN, THE SANITARY SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE OR WATERMAIN QUALITY PVC (ASTM D-2241) AT LEAST TEN FEET (10') ON EACH SIDE OF CROSSING.
8. COMPACTION OF TRENCH BACKFILL AT ALL CROSSINGS SHALL BE IDOT METHOD 1 ONLY.
9. ALL PROPOSED STORM SEWER CROSSINGS OVER EXISTING WATERMAINS TO HAVE GASKETTED PIPE MEETING C-443 REQUIREMENTS FOR AT LEAST TEN-FEET (10') ON BOTH SIDES OF THE EXISTING WATERMAIN.
10. EXISTING & PROPOSED DRY UTILITIES ARE SHOWN FOR REFERENCE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING DRY UTILITIES.
11. SEE MEP PLANS FOR ALL REQUIRED IMPROVEMENTS TO THE PUMP ROOM AND INTERNAL FIRE PROTECTION PREPARED BY OTHERS.
12. WATERMAIN FROM PUBLIC CONNECTION TO THE BUILDING TO BE TESTED AND DISINFECTED AT PROPOSED VALVES. (TO BE USED AS A GUIDE ONLY. CONTRACTOR TO COORDINATED WITH THE VILLAGE OF LINCOLNWOOD.
13. SITE LIGHTING POLES AND CIRCUITRY BY OTHERS, POLE LOCATIONS TO BE PROVIDED FOR COORDINATION.
14. THE CONTRACTOR IS REQUIRED TO REMOVE AND REPLACE THE EXISTING WATER VALVES IF A SUCCESSFUL SHUTDOWN CANNOT BE OBTAINED FOR WATERMAIN TESTING.
15. ALL WATERMAIN INSTALLED WITHIN A CASING PIPE SHALL BE INSTALLED IN A RESTRAINED CASING POSITION. CONTRACTOR SHALL USE CASCADE STAINLESS STEEL SPACERS (OR APPROVED EQUAL) AND PROVIDE A MINIMUM OF 3 SPACERS PER PIPE LENGTH. CASCADE CCES END SEALS (OR APPROVED EQUAL) SHALL ALSO BE PROVIDED AT THE ENDS OF THE CASING PIPE. SEE DETAIL ON SHEET D1.
16. CONTRACTOR TO FIELD VERIFY EXACT SIZE AND LOCATION OF AUGER / RECEIVING PITS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY CHANGES FROM PLAN DESIGN.
17. ALL CASING PIPES SHALL BE STEEL PIPE PER ASTM A120, WITH A MINIMUM THICKNESS OF 3/8" FOR 24".

NO.	DATE	REMARKS

NO.	DATE	REMARKS
1	3/20/17	PER VILLAGE COMMENTS

UTILITY PLAN

STEFANI'S OSTERIA
6755 N. CICERO AVE.
LINCOLNWOOD, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4500 Fax: (847) 696-4565
SPACECO INC.

FILENAME: 9743UT01
DATE: 02/28/17
JOB NO. 9743
SHEET UT1
7 OF 14

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EXHIBIT K
UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lincolnwood, Illinois (***"Village"***):

WHEREAS, Stefani Restaurant Group (***"Owner"***) is the record title owner of that certain property located in the B-2 Office Zoning District (***"B-2 District"***), commonly known as 6755 North Cicero Avenue, in the Village (**"*Property*"**); and

WHEREAS, Ordinance No. 2017-_____, adopted by the Village President and Board of Trustees on _____, 2017 (***"Ordinance"***), grants special use permits, special sign approval, and variations to the Owner in connection with the development of a new restaurant building on the Property; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days following the passage of the Ordinance, his unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the special use permits, special sign approval, or variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

4. The Owner hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permits, special sign approval, and variations for the Property.

Dated: _____, 2017

ATTEST: **STEFANI RESTAURANT GROUP**

By: _____ By: _____

Its: _____ Its: _____

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 9**

ORIGINATING DEPARTMENT: Fire Department

SUBJECT: Consideration of a Resolution Awarding the Bid for Auto Extrication Equipment to Equipment Management Company (EMC), of Channahon, Illinois in the Amount of $29,450.00

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Auto extrication equipment are the hydraulic tools the Fire Department uses to gain access to automobiles and industrial machinery so the paramedics can stabilize the patient and provide emergency care. The vast majority of times, these tools are used during vehicular accidents. The department carries these extrication tools on our fire engine and our fire truck.

The original extrication tools that are carried on the engine were bought in 1988. These tools and pump use hydraulic fluid to develop enough pressure to cut, sheer and move metal during auto extrication. One such model is commonly called the "Jaws of Life". Although we don't have this brand, this equipment is used frequently to open car doors, move steering wheels, roll up dashboards away from a patient so we gain access to them to administer first aid and safely remove the patient from the automobile.



Recent extrication drills have shown our original set of extrication tools have given the crews some problems. The manufacturer was called out to identify any issues. We took the power unit in for repair only to find that the engine of the power unit works properly but the pump that creates the hydraulic pressure is failing. Further testing of the cutter and spreader has also shown deterioration in their hydraulic seals.

The newer power units today are able to generate more force at the tools working area. Automobiles are made differently than 27 years ago. Crumple zones, boron steel, tubular steel in "A" or "B" posts require higher tip pressures of the extrication units so we can cut or sheer them. Our current set of extrication equipment can't meet these current automobile changes. It takes longer and puts the operator in a position to make more cuts and having the tools in his hands for longer periods of time leading to operator fatigue. Some of the cuts can't simply be done with our existing equipment.

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Staff developed bid specifications and were sent out to vendors with a bid opening for April 7, 2017. Three bids from three different manufactures were submitted and opened at 9:30 AM in the Village Council Chambers. Listed below are the tabulated bid results:

Company	**Air One**	**EMC**	**Paul Conway**
Brand	**Hurst Tools**	**Genesis Rescue Sys.**	**Amkus Rescue Sys.**
Hydraulic Spreader	$5,550.00	$7,270.00	$6,000.00
Hydraulic Cutter	$4,250.00	$6,795.00	$6,450.00
Hydraulic Power Unit	$5,495.00	$6,695.00	$7,500.00
Battery Combo Tool	$8,175.00	$8,690.00	$8,300.00
Hoses	$1,456.00	Included	$1,400.00
Batteries for Combo Tool (3)	$1,680.00	Included	$162.00
3 Bank Charging Unit	$1,500.00	Included	Included
Couplers	Included	Included	$1,210.00
Installation	Included	Included	Included
Total Cost	$28,106.00	$29,450.00	$31,022.00

Air One is the representative for Hurst Tools and their price was the lowest of the vendors. Hurst tools have been around the fire service almost 40 years and they own the trademark "Jaws of Life" which was the standard in the industry. They did not come out and show their equipment to the committee and their tools are not fully compliant with the bid specification. Their spreader had the smallest spread distance and this limitation would require the tool to be readjusted or additional blocking is required in order for the spreader to complete the operation.

Although Air One's bid was $1,344.00 cheaper than EMC's Genesis' tool bid, in two years when the batteries of the Hurst tool need replacing, that cost will be $1,120.00. When extrication tools last between 10 and 12 years, replacement of the Hurst tool batteries during this life span will cost $5,620.00 compared the replacement battery cost of the Genesis tool of $371.52. This additional cost of Air Ones' batteries exceeds the $1,344.00 price difference in the bid between Air One and EMC.

Genesis Rescue Systems met all of the bid specifications and took no exceptions. Their hydraulic cutter has the largest opening of the three cutters and this helps when cutting automobile "A" and "B" posts. Genesis cutting tools have a distinct advantage over the others as they employ replaceable blade inserts. This is a financial benefit as the cost of the NXT Generation Blade Inserts cost $200 while their competitors do not have this option. If the competitor's cutter blades become damaged, staff would have to replace the entire blade that cost $1,000.00.

The Genesis Rep came out with their full line of tools and let the Committee use the tools on a junk car. The committee was very impressed with the tools especially the battery operated since the Fire Department never utilized this kind of tool. The batteries are readily available and have a lifespan of 3 years. Any battery not meeting this timeframe will be replaced for free. A replacement Old Milwaukee battery costs $92.88. Hurst batteries have a two year lifespan and use a dealer specific battery at a cost of $560.00 each.

The Auto Extrication Equipment Committee and Fire Department Staff determined that lowest most responsible bidder meeting all bid specifications was Equipment Management Company. References were checked and since this same equipment is used by Skokie and Niles Fire Departments, staff asked and received high levels of satisfaction from both agencies. Staff requested Village Attorney to draft a resolution awarding the bid to Equipment Management Company of Channahon, Illinois.

FINANCIAL IMPACT:
This is a budgeted item in this FY 2016/2017 budget and $32,680.00 was allocated for budgeting purposes.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Analysis of Bid by Auto Extrication Equipment Committee
3. Auto Extrication Equipment Contract
4. Quotation B50839-E
5. PowerPoint

RECOMMENDED MOTION:
Move to approve a Resolution awarding the bid for Auto Extrication Equipment to Equipment Management Company (EMC) in the amount of $29,450.00

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION APPROVING THE PURCHASE OF AUTOMOBILE EXTRICATION EQUIPMENT FROM EQUIPMENT MANAGEMENT COMPANY, OF CHANNAHON, ILLINOIS

WHEREAS, the Village sought bids for the purchase of automobile extrication equipment for use by the Village Fire Department (***"Extrication Equipment"***); and

WHEREAS, the Village received three sealed bids for the sale of the Extrication Equipment to the Village; and

WHEREAS, the lowest price bid for the sale of the Extrication Equipment did not satisfy all of the specifications for the purchase, and the increased future cost to replace the batteries as part of the lowest price bid exceeds the difference in total price between the lowest price bid and the second lowest price bid; and

WHEREAS, the Village has determined that Equipment Management Company, of Channahon, Illinois (***"EMC"***), was the low responsible and responsive bidder of the firms that submitted bid packages to the Village for the purchase of the Extrication Equipment; 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 purchase the Extrication Equipment from EMC, for the amount of $29,450.00 plus shipping costs;

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 PURCHASE. The Village President and Board of Trustees hereby approve the purchase by the Village of the Extrication Equipment from EMC, for the amount of $29,450.00 plus shipping costs, in accordance with the bid submitted by EMC therefor.

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

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SECTION 4. 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.

_____
Barry Bass, President
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

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LINCOLNWOOD FIRE DEPARTMENT

6900 N. LINCOLN AVENUE – LINCOLNWOOD, IL 60712 – (847) 673-1545 – FAX: (847) 673-7456

Date: April 10, 2017

To: Chief Mike Hansen

From: Extrication Committee

Re: Extrication Purchase Recommendation

Chief and To Whom It May Concern:

The Lincolnwood Fire Department has been going through an extensive process of looking at extrication equipment to replace the current extrication equipment on the engine and tower. The current equipment on each of these vehicles was purchased in 1989. This equipment also is out dated in their ability to perform on the vehicles that are now on the street.

The committee has had the opportunity to have several distributors come out and show us their product and give us the opportunity to use them on cars to see how each of these manufactures tools perform.

We have asked for bid proposals and have received three back. The three received are Hurst, Amkus, and Genesis.

This recommendation letter goes into more specific notes in regards to each tool manufacturer with justification on the committee's choice and recommendation for purchase.

The first bidder at $28,106.00 is Hurst.

- The committee found that the force on the spreader was the highest but this reflected also the smallest spread distance of the three.
- The cutter is mid-range of the three on the opening but did not have replacement inserts on the blade which raises expense on replacement blades.
- The pump was a standard no frills pump. The committee also heard that there were service issues in which Hurst was not able to repair for another department.
- Hoses and adapters are all extra which was not in bid package for pricing.
- Bid package for battery operated spreader did not have any shown. Committee referenced their catalog for pricing on the two units available
- Battery operated cutter is mid-range of the three for opening width but uses their own batteries.
- Batteries for tools are much more expensive and are only good for 2 years.
- Combitool has a comparable opening to the others however a far less force on spreading and cutting. This tool also uses their own battery
- In researching these tools the committee has learned also that Hurst has possibly under bided the competitors by 10% in which this can be recovered on batteries and service of equipment in the future. This has been the case on other departments whom have been using Hurst for their extrication equipment.
- Finally Hurst did not come to the department with demo tools for the committee to try the tools as the other two companies had.

The second bidder at $29,450.00 is Genesis.

- Spreader is just short of 32" but has the mid-range force of the three
- Cutter has the largest opening of the three.
- Cutter has replaceable blade inserts to save on expensive blade changes.
- Power supply has a larger hydraulic holding tank (1.50 gal) which assists in keeping tools cooler
- Power supply can work two tools together or speed up a single tool. (no force change)
- Combitool has the largest opening in the battery units
- The spreading force and cutting force is much larger than the other two tools.
- Batteries are Milwaukee batteries which have a three year life and are much cheaper to purchase.
- Batteries are much easier to come by.
- All tools, hydraulic or battery have buttons not dead man switches for operations.
- Battery combitool has replaceable blade inserts.

The third bidder at $31,022.00 is Amkus.

- Spreader has the lowest of the three force on spreading
- Spreader is non NFPA compliant
- Cutter has the smallest opening of the three with no blade inserts.
- Pump kit is the most expensive of the three. No extra frills to support expense.
- Battery spreader standard with minimal input from salesman.
- The battery tools were not available for the committee to try
- Dewalt 36v batteries are the power supply which is not readily available except through Amkus.
- Deadman handles which expose the operator's hands to potential injuries.
- Handles on the battery units do spin when tool is torqued in use. These handles also have LED lighting on them.
- Batteries are removed sideways.
- As battery drains operations slow.
- Combitool has the mid-range opening for the battery tools of the three manufacturers.

Summary

The committee has had the opportunity to use and ask questions on the extrication tools listed. The committee has received bids on three different brands. After careful review and asking more questions the committee has decided to recommend Genesis.

Genesis has made an impression not only with the people using the equipment but also administration. The presenter for Genesis is very knowledgeable and informative; he was able to answer all questions with confidence.

Genesis was also able to supply us with some extra required necessities and extras that the other manufacturers were not.

- Service Tech free for installing mono twist connectors for each tool. This also saved us approximately $4000.00 because we can use our current cords. No need to replace them.
- Mono twist connectors free.
- Free battery and three way charger. This is a $585.00 savings.

Kevin Sears, Regional Sales Manager for Genesis, during his presentation and demo of Genesis tools informed us that the local fire departments that surround the Lincolnwood Village also use Genesis tools. This is pertinent as the Lincolnwood Fire Department has a MABAS agreement with them and the use of the same equipment strengthens all departments with equipment and knowledge of their uses and operations.

Other points shared:

- The cutters have NXT Generation blades which have inserts that are replaceable at $200 each opposed to $1000 each and this can be done in house. A service tech is not necessarily needed.
- Service Techs can service and repair on site. If there is a reason this cannot happen a loaner tool is left in its place.
- Genesis has a local distributor
- Batteries are three year opposed to the competitors two years. Batteries are also more easily replaceable and are Milwaukee batteries.

It is the joint decision that the committee feels that the best tools and support for the tools will be with Genesis.

We recommend:

- Genesis Spreader S53XL
- Genesis Cutter C236 NXTGEN
- Mach III Standard Pump
- Genesis Combi Tool Vario Force 17c
  Total price of $29,450.00

We would also receive at no cost from Genesis:

- Free 3 way charger
- Free battery
- Free mono twist connectors x2
- Free service tech for install of connectors

The grand total would be $29,450.00 without freight charges.

The committee thanks all that were involved in this project and looks forward in the purchasing of the Genesis rescue tools.

Please feel free to ask any questions or address any concerns with the committee.

Respectfully submitted committee members,

Battalion Chief Bryan Pierce

Lieutenant Bryan Graham

Lieutenant James V. Bove III

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GENESIS
RESCUE SYSTEMS

Lincolnwood Fire Department
Attn: Extrication Equipment Bid
6900 North Lincoln Avenue
Lincolnwood, IL 60712

April 3, 2017

Rescue Tool Committee:

Enclosed is a proposal from Equipment Management Company (EMC) for the Genesis Rescue Systems brand of hydraulic extrication tools. Their proposal is 100% compliant with your specification.

EMC is the Master Distributor for Genesis Rescue Systems in the Midwest. They are also the Master Service Center covering Lincolnwood Fire.

As you are aware, surrounding Mutual Aid departments, like Niles and Skokie are currently using "like" Genesis tools with the same hose and coupling configurations as you have set forth in this specification- allowing for interoperability on larger scale or more complex incidents.

Should you have any questions about the proposal, feel free to call me at any time.

Respectfully,

Kevin Sears
Regional Sales Manager
GENESIS RESCUE SYSTEMS

Genesis Rescue Systems, Inc.
2780 Culver Ave Kettering, Ohio 45429
Phone: 937-293-6240 Fax: 937-293-7049
www.genesisrescue.com

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VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE DELIVERY OF THE
Extrication Equipment

Full Name of Bidder EMC FIRE ("***Bidder***")

Principal Office Address 22824 W. WINCHESTER DR CHANNAHON, IL

Local Office Address

Contact Person KEVIN SEARS Telephone Number 708-932-6408

TO: Village of Lincolnwood ("***Village***")
6900 Lincoln Ave.
Lincolnwood, Illinois 60712
Attention: Mike Hansen, Fire Chief

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos._____ **[if none, write "NONE"]**, which are securely stapled to the end of this Contract/Proposal.*

1. Proposal to Deliver Products

A. Contract and Products. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver to the Village, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Proposals attached hereto (***"Products"***) in new, undamaged, and first-quality condition. Bidder further proposes to:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the Village in a proper and workmanlike manner;

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Proposal;

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

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes and agrees that the Products will comply strictly with the following Specifications. Note the Specifications attached hereto and by this reference made a part of this Contract/Proposal. If this Contract/Proposal specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within its bid, written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village, repair or replace, any damage done to, and any loss or injury suffered by, the Village as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Products. If, in the Village's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Proposal, then the Village, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Proposal. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the

Product to the Village in accordance with the following Schedule of Prices:

If the Village has specified the Quantity of Products to be delivered to the Village on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

_____ Dollars and _____ Cents (in writing)

_____ Dollars and _____ Cents (in figures)

If the Village has not specified the Quantity of Products to be delivered to the Village on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the Village.

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and

4. If a Quantity of Products to be delivered to the Village is specified on Page 1 of the Request for Proposals, such amount is an estimate only. The Village reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the Village for each Product and the actual number of Products that comply with this Contract/Proposal that are accepted by the Village. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made within 30 days upon receipt of invoice.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal and final acceptance by the Fire Department at their location.

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Products to the Village at the Delivery Address not later than 10 Weeks after bid award.

4. **Financial Assurance**

A. Bonds. No performance bonds required.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Proposal, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

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

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 90 days after the date this sealed Contract/Proposal is opened.

6. **Bidder's Representations and Warranties**

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the

Village: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder 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; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposals set forth above.

7. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

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

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

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

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal. Except where specifically stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal 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/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal 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.

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

J. Governing Law. This Contract/Proposal 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.

DATED: this 9th day of March, 2017.

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

Bidder's Name: EMC FIRE c/o KEVIN SEARS

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: [signature]

(Corporate seal) _____ (if corporation)

Printed Name:

Title/Position: SALES MANAGER

Bidder's Business Address: 22824 W. WINCHESTER DRIVE
CHANNAHON, IL 60410

Bidder's Business Telephone: 815-467-9762 Facsimile: 815-467-8763

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
JOHN SIKITA	PRESIDENT	SAME

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ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lincolnwood ("***Village***") this _____ day of _____, 20___.

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

VILLAGE OF LINCOLNWOOD

By: _____

Tim Wiberg
Village Manager

REFERENCES

For

VILLAGE OF LINCOLNWOOD

Please list below current business references for which you have performed work similar to that required by this proposal. *Please provide this information for each partner in a Joint Venture, and for all Subcontractors.*

Facility: SKOKIE FIRE DEPT.
Address: 7424 NILES CENTER
City, State, Zip Code: SKOKIE, IL 60077
Telephone Number: 847-982-5320
Contact Person: JIM WALTERS
Dates of Service: PAST 10 YEARS

Facility: NILES FIRE DEPT
Address: 8360 W. DEMPSTER ST
City, State, Zip Code: NILES, IL 60714
Telephone Number: 847-588-6800
Contact Person: MARTY FELO
Dates of Service: PAST 10 YEARS

Facility: WINNETKA FIRE DEPT
Address: 428 GREEN BAY ROAD
City, State, Zip Code: WINNETKA IL 60093
Telephone Number: 847-501-6029
Contact Person: JON COLPERT
Dates of Service: LAST 2 YEARS

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It is agreed by the undersigned bidder that the signing and delivery of this bid represents the bidder's acceptance of the terms and conditions of the foregoing specifications and provisions; and if awarded the contract by this agency, will represent the agreement between the parties.

Name of Firm: EMC FIRE

Signed by (in ink): [signature]

Title: SALES MANAGER

Brand of Rescue Tool: GENESIS RESCUE SYSTEMS

Delivery will be made in 60 **days, not to exceed ten (10) weeks.**

SUBMISSION OF BIDS

Bids must be delivered by hand, delivery service, or US Mail to the Lincolnwood Fire Department Administrative Office 6900 N Lincoln Ave. Lincolnwood, IL 60712, by 9:30am. CST Friday, April 7, 2017. Submissions received after this time will not be considered. Bidders should include two copies of each proposal and mark "ATTN: Extrication Equipment Bid" on the outside of the envelope. Submissions by fax or email will not be accepted.

Proposals shall be considered binding for acceptance for 90 days following the closing date for bids. Once a bid has been submitted, it may not be withdrawn.

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Sales Order B50839-E

Order Date 11/15/16

22824 West Winchester Dr
Channahon, IL 60410 USA

Phone: 815/467-8762
Fax: 815/467-8763
www.emcfire.com

Customer LINCOL

Bill To:

LINCOLNWOOD FIRE DEPARTMENT
6900 N. LINCOLN AVE.
LINCOLNWOOD, IL 60712
USA

Ship To:

LINCOLNWOOD FIRE DEPARTMENT
6900 N. LINCOLN AVE.
LINCOLNWOOD, IL 60712
USA

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
LINCOL	Best way	ORIGIN	NET 20 DAYS		KSEA	

Quantity			Item Number	Unit of Measure	Required Date	Unit Price		Extended Price
Order	Ship	B.O.	Item Description			Discount %	Tax	
1	0	ONSITE	ART.106.949.8 C236 Cutter w/NxtGen Blades	EACH	11/15/16	6795.00	N	6795.00
1	0	ONSITE	ART.OSC.B Genesis OSC Couplers, Blue Hose FREE UPGRADE PER KS	EACH	11/15/16	0.00	N	0.00
1	0	ONSITE	ART.105.812.5 S53 Spreader XL	EACH	11/15/16	7270.00	N	7270.00
1	0	ONSITE	ART.OSC.R Genesis Osc Couplers, Red Hose FREE UPGRADE PER KS	EACH	11/15/16	0.00	N	0.00
1	0	ONSITE	ART.593.338.2 Genesis M3 Simo Outlaw W/6hp Honda- STD COUP TO RUN REELS UPGRADE TO AN ELECTRIC POWER UNIT (220v) ADD: $525.00	EACH	11/15/16	6695.00	N	6695.00
1	0	ONSITE	ART.107.202.1 17c Vario eForce 2.0	EACH	11/15/16	8690.00	N	8690.00
1	0	ONSITE	EMC.105.410.8 Milwaukee 3 Bay Charger 110v- FREE PER KS	EACH	11/15/16	0.00	N	0.00
2	0	ONSITE	ART.590.255.6 Osc Hose Upgrade Kit FOR CURRENT REEL CONVERSION FREE PER KS AND EMC FIRE WILL CONVERT FOR NO CHARGE	EACH	11/15/16	0.00	N	0.00

(Continued)

Customer Original (Reprinted)

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EMC FIRE
Equipment Management Company

Sales Order B50839-E

Order Date 11/15/16

22824 West Winchester Dr
Channahon, IL 60410 USA

Phone: 815/467-8762
Fax: 815/467-8763

www.emcfire.com

Customer LINCOL

Bill To:

LINCOLNWOOD FIRE DEPARTMENT
6900 N. LINCOLN AVE.
LINCOLNWOOD, IL 60712
USA

Ship To:

LINCOLNWOOD FIRE DEPARTMENT
6900 N. LINCOLN AVE.
LINCOLNWOOD, IL 60712
USA

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
LINCOL	Best way	ORIGIN	NET 20 DAYS		KSEA	

Quantity			Item Number	Unit of Measure	Required Date	Unit Price		Extended Price
Order	Ship	B.O.	Item Description			Discount %	Tax	
1	0		ART.105.375.5	EACH	11/15/16	0.00		0.00
		ONSITE	M28 Milwaukee 28v 5ah Battery FREE PER KS				N	
1	0		FREIGHT		11/15/16	0.00		0.00
		ONSITE	Freight Will Be Billed Once Order has Shipped				N	

PRICING IS VALID FOR 60 DAYS.
FREIGHT HAS NOT BEEN INCLUDED IN THIS BID.

Non Taxable Subtotal	29450.00
Taxable Subtotal	0.00
Tax	0.00
Total Order	29450.00

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Agenda Item #9

Consideration of a Resolution Awarding the Bid for Auto Extrication Equipment to Equipment Management Company (EMC), of Channahon, Illinois in the Amount of $29,450.00 plus shipping

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Auto Extrication Equipment

Tools Used Gain Access to Patients Trapped in Automobiles, Trucks or Industrial Machinery







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Auto Extrication Equipment

- Current Tools on Truck Purchased in 1988
- Tools for Engine Purchased in 1998
- Power Unit for Hydraulic Pump Doesn’t Work and is Not Repairable
- Existing Tools Can’t Sheer or Cut Newer Car Crumple Zones & Metals

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Auto Extrication Equipment

- Committee Formed and Bid Specifications & Documents Developed
- Bid Opening April 7 & Three Bids Received
- Committee Reviewed Bids and Wrote Recommendation



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Auto Extrication Equipment Bids

Company	Air One	EMC	Paul Conway
Brand	**Hurst Tools**	**Genesis Rescue Sys.**	**Amkus Rescue Sys.**
Hydraulic Spreader	$5,550.00	$7,270.00	$6,000.00
Hydraulic Cutter	$4,250.00	$6,795.00	$6,450.00
Hydraulic Power Unit	$5,495.00	$6,695.00	$7,500.00
Battery Combo Tool	$8,175.00	$8,690.00	$8,300.00
Hoses	$1,456.00	Included	$1,400.00
Batteries for Combo Tool (3)	$1,680.00	Included	$162.00
3 Bank Charging Unit	$1,500.00	Included	Included
Couplers	Included	Included	$1,210.00
Installation	Included	Included	Included
Total Cost	$28,106.00	$29,450.00	$31,022.00

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Hurst Tools

- Hurst Not Fully Compliant with Bid Specification
- Spreader had Smallest Spread Distance
- Batteries Warranty 2 Years
- Replacement Battery Cost $560
- Batteries Specific to Hurst
- Didn’t Demonstrate Their Product

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Genesis Tools

- Genesis Tools Fully Compliant with Bid Specification
- NXT Generation Blade Inserts Costs $200
- Batteries Warranty 3 Years
- Replacement Battery Cost $92.88
- Batteries Commercially Available
- Came Out to Demonstrate
- Committee Recommended Genesis Tools

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Recommendation

Move to Approve awarding the bid of Auto Extrication to Equipment Management Company (EMC) in the amount of $29,450.00 plus shipping

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Request For Board Action

REFERRED TO BOARD: May 2, 2017 **AGENDA ITEM NO: 10**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of an Ordinance in Case #ZB-02-17 to Approve a Special Fence and Certain Variations of the Zoning Code to Permit Natural Screening in the Rights-of-Way of North St. Louis Avenue and West Arthur Avenue in Heights Beyond the Maximum Permissible on the Property, and Permit a Deck in the Required Rear Yard Setback at 3500 West Arthur Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Bob Hartman, of the Hartman Family Trust, property owner of 3500 West Arthur Avenue, was unable to attend the April 18, 2017 meeting in which this matter was on the agenda for approval, and requested that discussion and approval be postponed. At the April 18, 2017 meeting, the Village Board tabled further discussion and approval of this matter to the May 2, 2017 Village Board meeting. However, Mr. Hartman has since notified staff he will be out of town on May 2, 2017 and has requested the Board further table this matter to the May 16, 2017 meeting for final consideration and approval.

RECOMMENDED MOTION:
Move to continue consideration of a Special Fence and Certain Variations of the Zoning Code to Permit Natural Screening in the Rights-of-Way of North St. Louis Avenue and West Arthur Avenue, and Permit a Deck in the Required Rear Yard Setback at 3500 West Arthur Avenue to the May 16, 2017 Village Board meeting.