VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
5:00 P.M., MARCH 20, 2012

AGENDA

I) Call to Order

II) Roll Call

III) Minutes – March 6, 2012 Committee of the Whole Meeting

IV) Regular Business

1) Discussion Concerning the Proposed Fiscal Year 2012/13 Budget (5:00 – 6:00 p.m.)

2) Status Report on an Agreement Concerning The Purple Hotel Site (6:00 – 6:30 p.m.)

3) Discussion Concerning a Proposed Meatheads Restaurant on the Former Silo Site (6:30 – 7:00 p.m.)

4) Discussion Concerning the Village Hall Promenade Improvement Project (7:00 – 7:30 p.m.)

V) Adjournment

DATE POSTED: March 16, 2012
Call to Order
President Turry called the Committee of the Whole of the Lincolnwood Board of Trustees to order at 6:15 P.M., Tuesday, March 6, 2012 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call
On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Turry, Trustees Swanson, Sprogis-Marohn, Elster, Leftakes, Heidtke, Patel
ABSENT:

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, Assistant Village Manager; Michael Marzal, Assistant to the Village Manager; Melissa Steirer, Management Analyst; Charles Greenstein, Village Treasurer; Steven Elrod, Village Attorney; Ashley Engelmann, Assistant to Public Works Director; Manuel Castaneda, Public Works Director; Robert Merkel, Finance Director;

Approval of Minutes
The minutes of the January 17, 2012, February 8, 2012 and February 21, 2012 Committee of the Whole, were distributed in advance of the meeting and were examined. Trustee Heidtke moved to approve the minutes of January 17, February 8 and February 21 as presented. Trustee Sprogis-Marohn seconded. The Omnibus motion passed with a Voice Vote.

Regular Business

1. Discussion Concerning a Memorandum of Understanding with the City of Evanston to Perform a Water Study (6:15 – 6:45 p.m.)

This item was presented by Mr. Wiberg using a PowerPoint. A history of water increases was presented.

Mr. Wiberg exhibited the rates of Chicago increases for water usage. Rate increases were shown with no guarantees after 2015. By 2015 the proposed rate would be $3.81 per 1,000 gallons.

Evanston’s current rates

Evanston currently sells water to Skokie and the Northwest Water Commission – Rates per 1,000 gallons are:

- Skokie: $0.96
- Commission: $0.59

Lincolnwood currently pays $2.51 to Chicago

Review of alternate suppliers:

- City of Evanston direct connect
- City of Evanston jointly with other communities
- Village of Skokie, who purchases through Evanston
- Participate in a larger consortium

Direct connect with Evanston – Direct connect would cost approximately $7 million for transmission main:
- Could fund through a low-interest loan through the IEPA
- Depending on our rate, could pay for loan through savings from a lower rate

Joint Study

Evanston is looking to sell to a larger market. Sent the proposed MOU to the following communities:
- Lincolnwood, Morton Grove, Niles, Park Ridge, Des Plaines, the Northwest Water Commission, and the Northwest Suburban Municipal Joint Action Water Agency

Features of the MOU
- Evanston determining how many agencies are interested in purchasing water
- Interested agencies would jointly share in preliminary engineering study to identify potential route, size etc. of a new transmission main.
- Evanston develops a RFP to solicit proposals from engineering firms
- Lincolnwood would have a representative on the selection committee
- Study has been capped at $150,000 with no agency paying more than $30,000 – costs higher would require prior authorization
- After study is complete, further meetings to determine next steps

Our Options:
- Continue to purchase from Chicago
- Negotiate a water rate from Evanston and construct a direct connect main
- Participate in the joint study and potentially lower our initial capital costs through partnering
- Wait for possible larger consortium to be established

Evanston has said that they will charge Lincolnwood the same as Chicago would charge. Mr. Wiberg questions this.

Direct connect with Evanston would not require the building of a new pumping station.

Consensus was to go ahead and further investigate.
2. Discussion Concerning a Proposed Local Debt Recovery Program (6:45 – 7:15 p.m.)

This item was presented by Mr. Petroshius with use of a PowerPoint.

Background:

$287,066 in unpaid fines since 2009

Current methods to collect

- Suspending Drivers License
  
  Does not ensure immediate payment
  
  Only for individuals with 10 or more tickets (five for red light camera)

- Collections Agency
  
  6.5% collection rate
  
  Reliant on desire to use credit

- Lien process used, but not included with the figure above
  
  Applies only to violations on real estate

- Staff is seeking another tool to recover unpaid fines and tickets

Local Debt Recovery Program

Offered by the State Comptrollers Office

Recently adopted legislation

Upon the request by the Village, the State will:

- Withhold 100% of debt owed from tax refund and commercial payment checks

- Withhold up to 25% of debt owed from State payroll check net income

- Provide for a 60-day period to protest the withholding charge $15 processing fee (Paid by debtor)

Village is fifth in line for payment after State and Federal taxes, child support, and other State obligations

Local Debt Recovery

Requires and Intergovernmental Agreement adopted by the Village Board

State checks exempt

- Senior Circuit Breaker, Secretary of State Refund, Illinois Pre-Paid Tuition Trust Fund

Payments to Village are received after 60 day protest period expires

Illinois participating Communities
• Chicago, Springfield, Joliet, Collinsville, Burnham and Glenwood

Discussion and questions ensued with clarification by Mr. Petroshius.

Consensus is to proceed with the plan.

The next step would be creation of an Ordinance.

3. Discussion Concerning a Proposed Boards and Commissions Training Program (7:15 – 7:30 p.m.)

This item was presented by Mr. Petroshius using PowerPoint.

Board and Commission Continuing Education Session

Purpose – Ensure Board and Commission members are knowledgeable concerning the following

• Roberts Rules of Order
• Open Meetings Act
• Others

Best Practice

Performed in Wilmette and Highland Park

Proposed Location: Council Chambers

Video recorded for new Commissioner Orientation

Attendees

• All Board and Commission Members
• Trustee Liaisons
• Staff Liaisons
• Village President
• Village Attorney
• Village Clerk
• Village Manager

Suggested Dates: March 28, April 2, April 4, April 19, April 26

Consensus was to go ahead, the date selected was April 2, 2012 at 7:00 P.M. in Council Chambers

A discussion was held regarding SWANNC membership and procedures. It was stated that representation can be either an elected official or the Village Manager. Mr. Wiberg is the current representative. Information regarding agenda items is provided by reading of the agenda.
Adjournment
At 7:20 P.M. Trustee Leftakes moved to adjourn the Committee of the Whole. Trustee Swanson seconded the motion. The motion was approved via a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk
MEMORANDUM

TO: President Turry and Members of the Village Board
FROM: Timothy C. Wiberg, Village Manager
DATE: March 16, 2012
SUBJECT: March 20 Committee of the Whole Meeting

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for 5:00 p.m. on Tuesday evening. Dinner will be available beginning at 4:15 p.m. in the Village Hall Board Conference Room.

Please find below a summary of the items on the COTW agenda:

1) **Discussion Concerning the Proposed Fiscal Year 2012/13 Budget (5:00 – 6:00 p.m.)**

Staff has prepared the FY 2012/13 budget, effective May 1, 2012. The Village Board provided policy direction at its Budget Workshop on February 8, and the Board’s Finance Committee met to review the proposed budget in detail at its meeting on February 27. Under separate cover, Board members will receive the complete proposed budget. **Attached** is the PowerPoint presentation which summarizes the key components of the proposed budget. The purpose of Tuesday’s discussion is for staff to summarize the proposed spending plan for the next fiscal year and to allow the Board and/or public to ask questions or comment on the proposed budget.

2) **Status Report on an Agreement Concerning The Purple Hotel Site (6:00 – 6:30 p.m.)**

At its meeting of March 6, the Village Board approved a Resolution containing a Notice to Proceed for Delta Demolition to demolish The Purple Hotel building. The effective date of this notice is April 4. The Board also directed staff and the Village Attorney to meet with Jake Weiss, potential developer of the site, to discuss the development of an Agreement which would outline measures Mr. Weiss would have to adhere to in order to secure and improve the level of security and appearance of the site, as he attempts to purchase the property through an auction process. At its meeting of April 3, the Village Board will consider whether to move forward with demolition of the building, or to allow Mr. Weiss a period of time to purchase the property. The Board requested that this item appear on Tuesday’s COTW meeting for a status report relative to a possible Agreement. Staff and the Village Attorney will summarize the key provisions discussed with Mr. Weiss.

3) **Discussion Concerning a Proposed Meatheads Restaurant at the Former Silo Site (6:30 – 7:00 p.m.)**

The restaurant chain Meatheads is interested in purchasing the former Silo site on Lincoln Avenue and constructing a new restaurant on the site. Staff has conducted a Site Plan Review meeting with representatives of Meatheads and the issue of the Village’s masonry construction requirement was discussed at length. Meatheads is interested in constructing
its prototypical store on the site, which is not constructed entirely of masonry products. Prior to beginning the formal development process, Meatheads has requested a meeting with the Village Board to determine the level of support they would receive from the Board for their intended building. Attached is a memorandum from the Community Development Director summarizing this request.

4) **Discussion Concerning the Village Hall Promenade Improvement Project (7:00 – 7:30 p.m.)**

Based on Board direction, staff has received bids for the construction of the Village Hall Promenade Improvement project. The project, which was estimated to cost $400,000 was designed to be funded through two fiscal years to reduce the budgetary impact in any one year. This year, $200,000 was budgeted. Bids were received this week and the low bid is $560,688; and if the recommended options of replacing the concrete in front of the Fire Station, and completing the asphalt path to Lincoln Avenue are included, the bid price is $623,298. Included as Item Number 3 on the Village Board meeting agenda, is the recommended bid award. Due to the project cost being significantly higher than the budgeted amount, staff wanted to seek direction from the Village Board concerning the scope of the project. Attached is a memorandum from the Assistant to the Public Works Director concerning this issue.

If you should have any questions concerning these matters, please feel free to contact me.
Village of Lincolnwood
Public Meeting

Proposed Budget
Fiscal Year 2012-13

March 20, 2012
Budget Preparation Process

- No increase over last year (excluding personnel and capital items)
- Finance Department prepared FY12/13 revenue estimates
- Budget team met with each Department Head to approve budget submissions and proposed departmental goals
- Budget Workshop held on February 8
- Village Finance Committee met on February 27 to discuss budget in detail
- Public Meeting held on March 20
- Formal Village Board consideration on April 3
Budget Preparation Process

- Financial Policies adhered to

- Village Board’s Updated Vision 2015 Plan formed the foundation for the entire process
FY2012/13 Budgeted Total Revenues - All Funds - $29,403,957

- Property Taxes, 7,292,000 (25%)
- Sales Taxes, 7,655,163 (26%)
- Water and Sewer, 3,848,000 (13%)
- Charges for Services, 2,894,194 (10%)
- Other Taxes, 4,340,000 (15%)
- Other Revenues, 644,700 (2%)
- Grants, 656,400 (2%)
- Pension Fund, 2,073,500 (7%)
## Revenue Comparison - All Funds

<table>
<thead>
<tr>
<th>Fund</th>
<th>Adopted</th>
<th>Projected</th>
<th>Proposed</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2012</td>
<td>FY 2012</td>
<td>FY 2013</td>
<td>Change From</td>
<td>Projected</td>
</tr>
<tr>
<td>General</td>
<td>17,726,437</td>
<td>17,787,988</td>
<td>18,749,140</td>
<td>961,152</td>
<td>5%</td>
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<tr>
<td>Motor Fuel</td>
<td>457,300</td>
<td>360,671</td>
<td>306,000</td>
<td>(54,671)</td>
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<tr>
<td>Transportation Improvement</td>
<td>370,000</td>
<td>346,000</td>
<td>346,000</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>E 911</td>
<td>185,000</td>
<td>180,800</td>
<td>180,800</td>
<td>-</td>
<td>0%</td>
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<tr>
<td>NEID TIF</td>
<td>2,050,000</td>
<td>1,747,500</td>
<td>1,761,000</td>
<td>13,500</td>
<td>1%</td>
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<tr>
<td>Touhy/Lawndale TIF</td>
<td>600,500</td>
<td>480,400</td>
<td>487,000</td>
<td>6,600</td>
<td>1%</td>
</tr>
<tr>
<td>Lincoln/Touhy TIF</td>
<td>26,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0%</td>
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<tr>
<td>Debt Services</td>
<td>1,216,042</td>
<td>1,216,042</td>
<td>1,186,517</td>
<td>(29,525)</td>
<td>-2%</td>
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<td>Capital Project Funds</td>
<td>533,000</td>
<td>30,000</td>
<td>466,000</td>
<td>436,000</td>
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<tr>
<td>Water and Sewer - Enterprise</td>
<td>3,787,000</td>
<td>3,580,502</td>
<td>3,848,000</td>
<td>267,498</td>
<td>7%</td>
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<tr>
<td>Police Pension</td>
<td>1,839,200</td>
<td>1,856,911</td>
<td>2,073,500</td>
<td>216,589</td>
<td>12%</td>
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<tr>
<td><strong>Total</strong></td>
<td>28,790,479</td>
<td>27,586,814</td>
<td>29,403,957</td>
<td>1,817,143</td>
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Total Sales Tax Revenue

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<tr>
<th>Year</th>
<th>Home Rule Sales Tax</th>
<th>General Sales Tax</th>
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<tr>
<td>2009 actual</td>
<td>7,402,015</td>
<td>5,000,000</td>
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<tr>
<td>2010 actual</td>
<td>6,614,685</td>
<td>4,000,000</td>
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<tr>
<td>2011 actual</td>
<td>7,127,470</td>
<td>3,000,000</td>
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<td>2012 projected</td>
<td>7,266,109</td>
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<tr>
<td>2013 estimated</td>
<td>7,655,163</td>
<td>1,000,000</td>
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</table>
FY2012/13 Budgeted Total Expenditures - All Funds - $31,417,719

- General Government: 4,263,936 (14%)
- Public Safety: 9,640,993 (31%)
- Capital Outlay: 3,613,383 (12%)
- Debt Service: 2,038,447 (6%)
- Police Pension: 1,715,730 (5%)
- Sanitation: 1,077,513 (3%)
- Highways and Streets: 1,134,718 (4%)
- Parks and Recreation: 2,195,870 (7%)
- Economic Development: 2,585,000 (8%)
- Water and Sewer: 3,152,129 (10%)
- Sanitation: 1,077,513 (3%)
## Expenditures Comparison - All Funds

<table>
<thead>
<tr>
<th>Fund</th>
<th>Adopted FY 2012</th>
<th>Projected FY 2012</th>
<th>Proposed FY 2013</th>
<th>Change From Projected</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>18,303,240</td>
<td>18,052,125</td>
<td>19,046,941</td>
<td>994,816</td>
<td>6</td>
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<td>Motor Fuel</td>
<td>76,640</td>
<td>59,695</td>
<td>39,000</td>
<td>(20,695)</td>
<td>-35</td>
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<td>Transportation Improvement</td>
<td>1,228,083</td>
<td>250,000</td>
<td>1,253,083</td>
<td>1,003,083</td>
<td>401</td>
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<tr>
<td>E 911</td>
<td>250,757</td>
<td>246,477</td>
<td>280,189</td>
<td>33,712</td>
<td>14</td>
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<td>NEID TIF</td>
<td>681,160</td>
<td>532,160</td>
<td>973,981</td>
<td>441,821</td>
<td>83</td>
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<td>Touhy/Lawndale TIF</td>
<td>602,000</td>
<td>486,000</td>
<td>492,000</td>
<td>6,000</td>
<td>1</td>
<td></td>
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<tr>
<td>Lincoln/Touhy TIF</td>
<td>26,000</td>
<td>17,000</td>
<td>1,321,000</td>
<td>1,304,000</td>
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<td>Debt Services</td>
<td>1,335,836</td>
<td>1,335,836</td>
<td>1,306,311</td>
<td>(29,525)</td>
<td>-2</td>
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<tr>
<td>Capital Project Funds</td>
<td>1,291,319</td>
<td>1,204,736</td>
<td>956,000</td>
<td>(248,736)</td>
<td>0</td>
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<td>Water and Sewer - Enterprise Fund</td>
<td>3,614,788</td>
<td>3,701,762</td>
<td>4,033,484</td>
<td>331,722</td>
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<td>Police Pension</td>
<td>1,602,949</td>
<td>1,718,511</td>
<td>1,715,730</td>
<td>(2,781)</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>29,012,772</strong></td>
<td><strong>27,604,302</strong></td>
<td><strong>31,417,719</strong></td>
<td><strong>3,813,417</strong></td>
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</table>
General Fund Budget Highlights and Issues

- Property tax increase limited to 1.5%

- Adjustment of one cent ($0.01) in local motor fuel tax to fund expenditures (will generate approx. $190,000 in revenue)

- Budget includes normal capital expenditures for vehicles

- Utilized fund balance reserves to balance budget - despite utilization, adequate fund balance remains in excess of the balance required in the Village’s Financial Policies
## General Fund Budget

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget FY2012</th>
<th>Projected Actual FY2012</th>
<th>Proposed Budget FY2013</th>
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</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td>$17,726,437</td>
<td>17,787,988</td>
<td>$18,749,140</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td>18,303,240</td>
<td>18,052,125</td>
<td>19,046,941</td>
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<tr>
<td><strong>Deficit</strong></td>
<td>(576,803)</td>
<td>(264,137)</td>
<td>(297,801)</td>
</tr>
<tr>
<td><strong>Transfers-Net</strong></td>
<td>(524,794)</td>
<td>(519,794)</td>
<td>(274,794)</td>
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<td><strong>Other Financing Sources</strong></td>
<td>160,500</td>
<td>160,500</td>
<td>0</td>
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<tr>
<td><strong>Net Change to Fund Balance</strong></td>
<td>(941,097)</td>
<td>(623,431)</td>
<td>(572,595)</td>
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</table>
## GF Revenue

<table>
<thead>
<tr>
<th></th>
<th>Adopted Budget FY2012</th>
<th>Projected Budget FY2012</th>
<th>Proposed Budget FY2013</th>
<th>Change From Projected</th>
<th>$</th>
<th>%</th>
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<tr>
<td>Real Estate Tax</td>
<td>4,893,000</td>
<td>5,030,000</td>
<td>5,080,000</td>
<td>50,000</td>
<td>1%</td>
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<tr>
<td>Sales Tax</td>
<td>6,050,067</td>
<td>6,050,067</td>
<td>6,468,646</td>
<td>418,579</td>
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<td>Food and Beverage Tax</td>
<td>400,000</td>
<td>420,000</td>
<td>420,000</td>
<td>-</td>
<td>0%</td>
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<tr>
<td>Motor Fuel Tax</td>
<td>-</td>
<td>-</td>
<td>190,000</td>
<td>190,000</td>
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<tr>
<td>Utility Taxes</td>
<td>1,070,000</td>
<td>920,000</td>
<td>980,000</td>
<td>60,000</td>
<td>7%</td>
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<tr>
<td>Intergovernmental Taxes</td>
<td>1,907,000</td>
<td>1,881,000</td>
<td>1,920,000</td>
<td>39,000</td>
<td>2%</td>
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<tr>
<td>Licenses</td>
<td>630,666</td>
<td>655,266</td>
<td>657,266</td>
<td>2,000</td>
<td>0%</td>
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<tr>
<td>Permits</td>
<td>298,106</td>
<td>347,625</td>
<td>379,025</td>
<td>31,400</td>
<td>9%</td>
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<tr>
<td>Grants</td>
<td>189,000</td>
<td>60,000</td>
<td>170,400</td>
<td>110,400</td>
<td>184%</td>
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<tr>
<td>Rental Income</td>
<td>91,500</td>
<td>91,500</td>
<td>101,500</td>
<td>10,000</td>
<td>11%</td>
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<tr>
<td>Investment Income</td>
<td>80,000</td>
<td>143,000</td>
<td>109,000</td>
<td>(34,000)</td>
<td>-24%</td>
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<td>Other Income</td>
<td>820,248</td>
<td>901,303</td>
<td>941,800</td>
<td>40,497</td>
<td>4%</td>
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<td>Parks and Recs. Income</td>
<td>1,296,850</td>
<td>1,288,227</td>
<td>1,331,503</td>
<td>43,276</td>
<td>3%</td>
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<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>17,726,437</strong></td>
<td><strong>17,787,988</strong></td>
<td><strong>18,749,140</strong></td>
<td><strong>961,152</strong></td>
<td><strong>5%</strong></td>
<td></td>
</tr>
</tbody>
</table>
General Fund Expenditures/Significant Issues

- Pension increases - Police and IMRF $148,000
- Upgrade of Village software system $115,250
- Second debt payment on Fire Truck Purchase $87,694
- Park equipment replacement - Springfield Park $120,000
- Purchase of new ambulance $205,000
- Re-implement funding of Property Enhancement Program $50,000
- Village Campus improvements - HVAC and Promenade $400,000
- Channel Runne and ROW Com. Ed. Improvements $506,000
  ($466,000 funded by grants)
- Total $1,631,944
Personnel – Related Budget Issues

- Cost of living adjustment for non-union positions – 2%
- Merit for non-union positions will be capped at 2%
Items Removed from Proposed Budget-General Fund

- Citizen survey $10,000
- New chairs for conference room/council chambers 22,000
- Devon Ave. corridor study 30,000
- Devon /Lincoln Triangle study 17,500
- Reduced re-implementation of PEP Fund (Original request - $100,000) 50,000
  Total $129,500
**Proposed FY2013 G.F. Transfer Activity**

<table>
<thead>
<tr>
<th>Transfers Into General Fund:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Fund</td>
<td>$ 200,000</td>
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<tr>
<td>NEID TIF</td>
<td>130,000</td>
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<tr>
<td>Touhy/Lawndale TIF</td>
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<th>Transfers Out of General Fund:</th>
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<td>Channel Runne Imprv. Fund</td>
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<td>PEP Fund</td>
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<td>Village Campus Imprv. Fund</td>
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<td>Debt Service (fire truck loan payments &amp; new field lighting)</td>
<td>119,794</td>
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<tr>
<td>ROW Com.Ed. Bike Path</td>
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<td>$ 609,794</td>
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Net Transfers: $ (274,794)
Other Funds - Significant Expenditure Issues

- Transportation Improvement Fund
  Street light replacement program - Year 2 - Pratt Ave.
  $1,228,083

- NEID TIF Fund
  Back-up Power supply
  $300,000

- Touhy/Lawndale TIF
  Lowes TIF increment payment
  $490,000
Other Funds - Significant Expenditure Issues

- Channel Runne Park - Phase 2 - $380,000
  ($363,000 covered by grant)

- ROW Com. Bike Path - Engineering expenses - $126,000
  ($103,000 covered by grant)
Water and Sewer Fund Expenditure Overview

- FY12/13 Proposed Budget: $4,033,484
Water and Sewer Fund Significant Activities

- Storm Water Management Study - Phase 3
  $190,000

- Debt Service Repayment - IEPA Water Loan
  $380,156

- Replacement of two trucks
  $137,500

- Sewer Repairs - (second year of program)
  $348,700

- Increase in water rates from City of Chicago
  25% - January 1, 2012
  15% - January 1, 2013 (proposed)
  15% - January 1, 2014 (proposed)
  15% - January 1, 2015 (proposed)
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<th>Grant</th>
<th>General Fund Cost</th>
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<td>Street Light Replacement</td>
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<td>Sewer Repair Project</td>
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<td>Administration</td>
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<td>McCormick Blvd Median Landscape &amp; Sidewalk</td>
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<td>Parks and Recreation</td>
<td>Proesel Park Aquatic Center Renovations</td>
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<td>NEID TIF Fund</td>
<td>Parkway Tree Planting and Sidewalk Installation</td>
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<td>NEID TIF Fund</td>
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<td>Water Fund</td>
<td>Sewer Televising improvements</td>
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<td>Water Fund</td>
<td>Stormwater Improvement-Berms and Restrictors</td>
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<td>Total Capital Improvement Project Costs</td>
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<tr>
<td>Total Projected Grants, Donations and Other Funding</td>
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<td>7,455,250</td>
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<td>Net Costs Incurred by Village After Projected Funding</td>
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<td>4,451,100</td>
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## Village of Lincolnwood
### CIP - Capital Vehicles/Equipment - Department Summary
**For The Periods as Shown**

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<tr>
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<td>Ford F250 Pickup 4X4</td>
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<td>Ford Expedition 4X4</td>
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<tr>
<td><strong>Police Department</strong></td>
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<td></td>
</tr>
<tr>
<td>Replacement of Three (3) Police Vehicles</td>
<td>88,500</td>
<td>92,000</td>
<td>94,500</td>
<td>94,500</td>
<td>94,500</td>
<td>464,000</td>
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</table>

| **Public Works Department**  |               |               |               |               |               |        |
| Small pick-up with bucket (Streets) | 75,000         |               |               |               |               | 75,000 |
| Plow for Chipper Truck (Streets) | 12,000         |               |               |               |               | 12,000 |
| Replace Director’s Truck (half in Water) | 12,500        |               |               |               |               | 12,500 |
| Replace Director’s Truck (half in Streets) | 12,500        |               |               |               |               | 12,500 |
| Small Chipper (Streets)       | 28,500         |               |               |               |               | 28,500 |
| Bob cat breaker (Water)       | 15,000         |               |               |               |               | 15,000 |
| Sewer Televising Equipment    | 100,000        |               |               |               |               | 100,000|
| Tractor 4 (Half in streets)   | 37,500         |               |               |               |               | 37,500 |
| Truck 24 (Water)              | 125,000        |               |               |               |               | 125,000|
| Truck 11                      | 125,000        |               |               |               |               | 125,000|
| Truck 6                       | 125,000        |               |               |               |               | 125,000|
| Vac-Con                       | 400,000        |               |               |               |               | 400,000|

| **Parks & Recreation**       |               |               |               |               |               |        |
| Replace Tractor 4 (Half in Streets Budget) | 37,500        |               |               |               |               | 37,500 |
| Picnic Table Replacement      | 7,100          | 7,100         | 7,100         |               |               | 21,300 |

**Totals**                    | 600,600        | 1,088,035     | 282,272       | 549,915       | 94,500        | 2,602,822|
Questions?
Memorandum

To: Timothy C. Wiberg  
Village Manager

From: Timothy M. Clarke, AICP  
Community Development Director

Date: March 13, 2012

Subject: Meatheads Burgers & Fries  
6734 Lincoln Avenue

Meatheads Burgers & Fries has requested an audience with the Village Board in order to assess reaction and success to their upcoming request for a variation from the Masonry Only requirement for their planned building.

Meatheads Burgers & Fries has a contract to purchase the property located at 6734 Lincoln Avenue, often referred to as the old Silo property. Meatheads recently submitted plans for Village review for a new approximate 2,578 square foot new restaurant building with patio. No drive thru is proposed.

Based on this plan review, certain variations would be required for the development as proposed. These include variations for number of parking spaces (one space less is provided than the minimum required) as well as variations for required minimum area for perimeter and interior parking lot and building foundation landscaping. These variations are expected to be heard by the Zoning Board of Appeals at their April 18, 2012 meeting.

One other variation that has been noted in the Meatheads plans submitted is concerning a Village requirement for building materials to be comprised only of masonry. Below is the relevant Zoning Code section (part of Section 8.17 Building and Site Enhancements for the Lincoln Avenue Overlay District).

```
BUILDING MATERIALS

Buildings shall be constructed of masonry only. Aluminum and vinyl siding as well as concrete block shall not be allowed.
```

While the above section of the Code specifically applies to the proposed Meatheads building because it is located in the Lincoln Avenue Overlay District and this mandates the use of only masonry material, the Village design standards for new commercial buildings applicable elsewhere in the Village, requires only a “predominance” of a public facing façade to have “high quality materials”. While this Code section on new commercial building design standards lists stone, brick, glass and sandstone as acceptable materials, it specifically does not limit facades to only these materials.
(3) All commercial, institutional and civic buildings shall consist of solid and durable facades on all sides of a building facing a public street and shall be compatible with the character and scale of the surrounding area. Any exterior building façade shall incorporate a predominance of high quality materials that may include, but are not limited to, brick, sandstone, other native stone, or glass. Brick, sandstone or other native stones shall at a minimum extend from ground level to the top of windows with minor accents allowed in place of the predominant material.

(4) The use of concrete block, split face block, pre-cast panels, and/or masonry stucco is permitted as a minor or accent building material, but is strongly discouraged for use as a predominant building material. The exterior surface of a masonry wall shall consist of a textured finished surface, shall not have a flat surface, and shall not be constructed of concrete block or cinder block having a plain, flat surface.

Below are the building elevations that were submitted by Meatheads for review, which illustrate that the proposed building is comprised of composite black metal panel, wood siding as well as brick and glass.
In staff’s meeting with Meatheads, they appeared very wedded to their proposed architecture and selected building materials, resistant to making any change and further suggested that the Village’s masonry only requirement could be a deal-breaker for them. Meatheads indicated to staff that the elevations submitted did not reflect the quality building and development they planned. For the Committee of the Whole meeting Meatheads plans to provide a power point that provides further detail on their proposed elevation and building materials.
MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Ashley Engelmann, Assistant to the Public Works Director

DATE: March 13, 2012

SUBJECT: Village Hall Promenade Improvements Bid Results

Background: In 2007, a landscape plan for the Village promenade was developed by the Beautification Commission in conjunction with the Village’s Landscape Architect, Jim Gamble of Land Design Collaborative. In 2008, due to the economy and the uncertain future of potential improvements to the Community Center the project was deferred. At that time the conceptual design budget estimate for the project was $400,000. On February 4, 2011 at a Budget Workshop the Village Board directed staff to budget funds to move forward with the project and to work with Jim Gamble and the Beautification Commission to update the plan. The Board directed staff to budget half of the cost of the project in FY 2011/2012 and half in FY 2012/2013.

On November 1, 2011 the Village Board approved the Beautification Commissions recommendations regarding the Village promenade landscape plan. At that meeting a final master plan cost estimate was presented (prepared by Land Design Collaborative). The cost estimate for the base bid was $411,746 which included a 15% contingency.

In December 2011, the Village Engineer and Landscape Architect began developing the engineering plans for the promenade project.

Bid Process: On February 16, 2012 the Village requested bids for the project. On March 12, 2012 the Village received seven bids. Great Lakes Landscape Company was the lowest bid at $560,688 (base bid amount). The final engineer estimate (prepared by Gewalt Hamilton, based on final engineering plans) for the project was $545,279.32 (base bid). Based on the Board’s direction at its November 1, 2011 meeting the bid specifications included six alternates. The alternates were as follows:

Alternate #1- Bollard lighting for Madeline’s Garden
Alternate #2- Pavement replacement in front of the Fire Department
Alternate #3- Donor brick pavers (1,000 separate donor bricks- these would be used instead of removing and replacing existing bricks for engraving)

Alternate #4- Connection pathway in Proesel Park (an existing asphalt path is located to the north of the Fire Department that leads to a walkway in front of the Fire Department that is missing 125 sq yds of path.)

Alternate #5- Site amenities which included decorative concrete planters with irrigation and additional options for benches

Alternate #6- Extended maintenance for landscaping

A detailed breakdown of the 2012 bid results can be found below.

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<tr>
<th>Vendor</th>
<th>Base Bid Total</th>
<th>Bollard Lighting</th>
<th>Fire Station Pavement Alternate #1</th>
<th>Donor Brick Pavers Alternate #2</th>
<th>Connection Pathway in Park Alternate #3</th>
<th>Site Amenities Alternate #4</th>
<th>Extended Maintenance Alternate #6</th>
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**Purpose/Board Direction:** To review the award recommendations of staff and to provide direction regarding the final project award.

**Staff Recommendation:** Staff is recommending awarding the bid to Great Lakes Landscape Company along with alternate #2 and alternate #4. The total additional cost for the two alternates is $62,610.

Alternate #2
Alternate #2 includes removing and replacing 800 square yards of 9” reinforced concrete in front of the Fire Department. The existing conditions are poor. The Public Works Department has performed temporary patchwork on large portions of the existing concrete. The area is also a connection to the promenade, therefore leaving it in its existing condition will have an impact on the newly renovated promenade. The cost to replace the concrete is $59,360. The cost of the alternate is $1,840 below the Engineer’s estimate for the alternate.

Alternate #4
Alternate #4 includes a 125 sq yard asphalt path. This item was included as an alternate because the existing path is missing a 125 sq yd section. This path provides a walking path connection
that leads to the promenade. The cost of alternate #4 is $3,250, the cost is $1,125 below the Engineer’s estimate for the alternate.

The total cost of the project, including alternate #2 and #4 is $623,298. The cost is $4,943.68 over the Engineer’s estimate for the base bid including alternate #2 and #4.

Should the Board direct staff to award the base bid with alternate #2 and #4 staff would adjust the budget request for FY 2012/2013 for the Village Hall Campus Improvement Fund from $400,000 ($200,000 for the air conditioning unit replacement at the Village Hall and $200,000 for the second half of the promenade) to $623,298 ($200,000 for the air conditioning unit replacement at the Village Hall, $423,298 for the second half of the promenade).

**Village Board Direction:** Staff is seeking direction regarding the promenade improvement bid award.
VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., MARCH 20, 2012  

AGENDA

I. Call to Order  
II. Pledge to the Flag  
III. Roll Call  
IV. Approval of Minutes  
  1. Board Meeting Minutes – March 6, 2012  
V. Warrant Approval  
VI. Village President’s Report  
  1. Sexual Assault Awareness Month Proclamation  
  2. National Fair Housing Month Proclamation  
VII. Consent Agenda (If any one 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 Recommendation by the Parks and Recreation Board to Adopt an Ordinance Waiving Chapter 9, Article 1, Section 3 of the Village Code that Requires Business License Fees for the Food and Car Show Vendors Associated with the 2012 Lincolnwood Fest  
  2. Approval of a Resolution to Perform Construction on State Highways in Accordance with State Specifications for a Period of Two Calendar Years  
  3. Approval of a Resolution Awarding a Bid for the Village Hall Promenade Improvements to Great Lakes Landscape Company in the Amount of $623,298  
  4. Approval of a Resolution Authorizing the Village President to Execute the Local Agency Agreement Initiated by the Illinois Department of Transportation for Construction Engineering for the Safe Routes to School Grant  
VIII. Regular Business  
  5. Consideration of a Resolution Awarding a Bid for the Purchase and Installation of Sports Field Lighting in the Amount of $147,999  
  6. Consideration of a Recommendation by the Plan Commission to Approve an Ordinance Amending the Zoning Code Regarding Community Residences (Group Homes)  
IX. Manager’s Report
X. Board, Commission, and Committee Reports
XI. Village Clerk’s Report
XII. Trustee Reports
XIII. Public Forum
XIV. Adjournment

DATE POSTED: March 16, 2012

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6 and AT&T U-VERSE Channel 99 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. or online at www.lincolnwoodil.org/boardmeetings.cfm.
VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
VILLAGE HALL COUNCIL CHAMBERS
REGULAR MEETING
MARCH 6, 2012

Call to Order
Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, March 6, 2012 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

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

Roll Call
On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Turry, Trustees Elster, Swanson, Patel, Sprogis-Marohn, Leftakes, Heidtke
ABSENT: None
A quorum was present.
Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, Assistant Village Manager; Steven Elrod, Village Attorney; Timothy Clarke, Community Development Director; Michael Marzal, Assistant to the Village Manager; Melissa Steirer, Management Analyst; Robert Merkel, Finance Director; Charles Greenstein, Village Treasurer; Manuel Castaneda, Public Works Director; Ashley Engelmann, Assistant to Public Works Director.

Approval of Minutes
1. The minutes of February 21, 2012 Regular Board Meeting had been distributed in advance and were examined. Trustee Patel moved to approve as presented, Trustee Elster seconded the motion. The motion passed with a Voice Vote.

Warrant Approval
Trustee Heidtke moved to approve the Warrants in the amount of $362,039.96. The motion was seconded by Trustee Leftakes.
Upon Roll Call by Village Clerk Herman the results were:
AYES: Trustees Heidtke, Leftakes, Patel, Swanson, Sprogis-Marohn, Elster
NAYS: None
The motion was approved.

Village President’s Report
1. Girl Scout Centennial Proclamation

President Turry read a proclamation regarding the Centennial of the Girl Scouts of America. Representatives from Troop 20076 and Felice Davis accepted the proclamation.

2. Hadassah Centennial Proclamation

President Turry read a history of Hadassah and their works over the years. President Turry stated that on February 24 the Village honored and recognized Hadassah’s Centennial.
The Proclamation was presented to Felicia Gross.
Consent Agenda
President Turry announced that 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. He then read aloud the following items:

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

2. Approval of a Solicitation Permit for Misericordia to Conduct Candy Days on the Public Highways Located Within the Village Boundaries on April 27 and April 28, 2012 and an Ordinance Authorizing a Waiver of Non-Commercial Solicitation Permit Card Fees

3. Approval of a Resolution Awarding a Bid for the Purchase and Installation of Two Rooftop Heating and Cooling Units and a Duplex Air System Compressor in the Amount of $135,800 to Emcor Services Team Mechanical

4. Approval of a Resolution Rejecting a Bid Received for Sewer Improvements

5. Approval of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Granting a Variation from Section 4.11 of the Zoning Code to Permit the Existing Single-Family Residence and a Proposed One-Story Addition to Exceed the Maximum Three Feet Finished First Floor Height for the Property Located at 6544 North Leroy Avenue

6. Approval of a Resolution Authorizing the Village Manager to Execute a Memorandum of Understanding with the City of Evanston to Fund an Engineering Study Concerning the Provision of Potable Water

Trustee Elster moved to approve the Consent Agenda as presented. Trustee Sprogis-Marohn seconded the motion.

Upon Roll Call by Village Clerk Herman the results were:

AYES: Trustees Elster, Sprogis-Marohn, Swanson, Heidtke, Leftakes, Patel

NAYS: None

The motion was approved.

Regular Business
7. Consideration of a Resolution Authorizing the Issuance of a Notice to Proceed for the Demolition of the Purple Hotel

This item was presented by Jake Weiss of Weiss Properties (WIFI). Mr. Weiss presented a history of the property and his company’s involvement. He also presented a booklet which outlined and described his plan for the property.

Attorney Hal Franke addressed the Board and stated that the Weiss plan would be beneficial to the Village and requested a 60 day deferment action on demolition. Mr. Weiss and group are prepared to enter into an interim agreement with the Village. The PowerPoint and hand-out booklet were reviewed. Discussion and questions ensued. Will Mr. Weiss guarantee control of all three properties?
Attorney Mitchell Lieberman addressed the Board. Mr. Lieberman stated that pieces are in place for development. He clarified the financial situation regarding all three pieces of property. If the Weis group does not get control of all three pieces he will still plan to build a hotel. Mr. Wiberg and Village Attorney clarified the Village position and desire. Additional comments and questions from the Board ensued.

Jeff Finucane of Delta Demolition addressed the Board. He stated that costs quoted for demolition will be held only until April 18, 2012.

President Turry opened the floor to residents who wished to speak on this subject. It should be noted that all residents who spoke on this issue were against demolition.

- Barbara Goldberg – 7201 N. Lincoln
- Michael Harris 7351 N. Keeler
- Steven Pearl – 4545 W. Touhy
- Audrey Schiff – 4601 W. Touhy
- Jeff Horvitz – 7201 N. Lincoln – questioned costs and procedures – Mr. Petroshius addressed Mr. Horvitz’s questions
- Shirley Kleifield – 4545 W. Touhy

Trustee Leftakes moved to approve the Resolution.

Discussion ensued with clarification by Attorney Elrod.

Trustee Leftakes moved to amend the motion to include a time (stay staff direction until the April 3, 2012 Board meeting). Delta Demolition will proceed with demolition not before April 4, after meeting of April 3 where a vote will take place. Trustee Patel seconded the amended motion. Upon Roll Call the results were:

AYES: Trustees Leftakes, Patel, Heidtke, Sprogis-Marohn, Elster, Swanson
NAYS: None
The motion passed

Attorney Elrod asked the Board to consider a motion regarding reimbursement and building security. Mr. Wiberg clarified the types of security needed. Trustee Elster moved to have the Village Attorney work with Mr. Weiss and his representatives. Trustee Leftakes seconded. The motion passed with a Voice Vote

A report will be presented at 6:00 P.M., March 20, 2012 at Committee of the Whole. Trustee Elster will be liaison for these meetings.

8. Consideration of an Ordinance Amending Article 18 of Chapter 8 of the Municipal Code to Adjust the Municipal Motor Fuel Tax from the Rate of Two Cents (0.02) Per Gallon to Three Cents (0.03) Per Gallon Effective May 1, 2012

This item was presented by Mr. Merkel. There was no discussion.

Trustee Swanson moved to approve the Ordinance, seconded by Trustee Patel. Upon Roll Call the results were:

AYES: Trustees Swanson, Patel, Sprogis-Marohn, Heidtke, Elster, Leftakes
NAYS: None
The motion passed.
Manager’s Report
None

Board and Commissions Report
None

Village Clerk’s Report
Due to redistricting, check to see if your Polling Place for the March 20 election has been changed. Be sure to vote.

Trustee Reports
Trustee Elster had questions regarding a bike path on the connector road in the Lowe’s area.

Public Forum
Resident Charles Halevi of 4224 W. Pratt addressed the Board regarding the signs for the School District 74 referendum.

Adjournment to Executive Session
At 9:40 P.M. Trustee Patel moved to adjourn the Village Board Meeting to Executive Session for the purpose of a discussion regarding Personnel and Potential Litigation, as well as Approval of Closed Session Minutes. The motion was seconded by Trustee Sprogis-Marohn.
Upon Roll Call the Results were:
AYES: Trustees Patel, Sprogis-Marohn, Elster, Swanson, Heidtke, Leftakes
NAYS: None

Reconvention
President Turry reconvened the Village Board at 10:36 P.M.

Adjournment
Trustee Patel moved to adjourn the Village Board Meeting at 10:36 P.M., seconded by Trustee Leftakes. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk
TO: President and the Board of Trustees
FROM: Timothy C. Wiberg, Village Manager
SUBJECT: Warrant Approval
DATE: March 16, 2012

The following are the totals for the List of Bills being presented at the March 20th Village Board meeting.

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# Accounts Payable

## To Be Paid Proof List

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- **Batch:** 200-03-2012

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2012-2
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03/02/2012
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0.00
03/20/2012
Newsletter postage/May-June

- United States Postal Service Total: 775.00

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- 225,868.92

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User: kdo
Printed: 03/14/2012 - 1:27 PM
Batch: 201-03-2012

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| 101-420-511-5405 | Total: 10321172-00 | 583.68 |          |          |                                                  |           |      |      |      |               |
|               | ACTIVELE Total: | 583.68 |          |          |                                                  |           |      |      |      |               |
|               | Active Electrical Supply Co., Total: | 583.68 |          |          |                                                  |           |      |      |      |               |
| Advocate Occupational Health ADVOCA  
436402 | 02/01/2012 | 150.20 | 0.00 | 03/20/2012 | DOT annual vision exams/Drug screenings | -         | No   |      | 0000 |               |
| 101-200-511-5599 | Other contractual | | | | | | | | | |
|               | 436402 Total: | 150.20 |          |          |                                                  |           |      |      |      |               |
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| American Charge Service AMERCHAR  
022112TP | 02/21/2012 | 23.00 | 0.00 | 03/20/2012 | Taxi program/January | -         | No   |      | 0000 |               |
<p>| 205-570-515-5280 | Subsidized taxi program | | | | | | | | | |
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Chicago Communications, LLC Total: 175.35

ClientFirst Consulting Group, Total: 5,580.00

Crafty Beaver Home Center

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101-210-511-5700
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ELITE Total: 66.99

Elite Printer Solutions
Total: 66.99

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101-000-410-4315
Ambulance & EMS fees
7108031200 Total: 242.20
GATEWAY Total: 242.20

Gateway EDI
Total: 242.20

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101-300-512-5730
Program supplies
208136 Total: 44.00

208572
101-300-512-5730
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209003
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Program supplies
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GOTLAUND Total: 71.50

Got Laundry Chicago?, Inc. Total: 71.50

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**GRAINGER Total:** 667.75

**HD Supply Waterworks, LTD.**

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PEP Boys Total: 90.00

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Batch: 203-03-2012

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101-420-511-5405

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Proclamation
Sexual Assault Awareness Month
April 2012

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Lincolnwood; and

WHEREAS, rape, sexual assault, and violence impact our community as seen by statistics indicating that one in five women will have experienced sexual assault by the time they complete college (Fisher, Cullen, & Turner, 2000); and

WHEREAS, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

WHEREAS, staff and volunteers of anti-violence programs in Lincolnwood encourage every person to speak out when witnessing acts of violence, however small; and

WHEREAS, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Lincolnwood through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, Lincolnwood strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW, THEREFORE, I GERALD C. TURRY, President of the Village of Lincolnwood, do hereby proclaim the month of April 2012 as Sexual Assault Awareness Month in the Village of Lincolnwood, and urge all citizens to commit to taking action against rape and sexual assault.

DATED this 20th day of March, 2012

ATTEST:

__________________________  __________________________
Beryl Herman                 Gerald C. Turry
Village Clerk                Village President
Proclamation
National Fair Housing Month
April 2012

WHEREAS, the Village of Lincolnwood finds that decent, safe and affordable housing is part of the American Dream and a goal of all Illinois residents; and

WHEREAS, individuals have the right to choose where to live without discrimination based on race, color, religion, age, gender, family status, national origin and/or disability; and

WHEREAS, act of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness; and

WHEREAS, federal and state laws affirm the right of every person to equal housing opportunity; and

WHEREAS, fair housing is a positive community good; and

WHEREAS, economic stability, community health, and human relations in the State of Illinois are improved by diversity; and

WHEREAS, stable, integrated and balanced residential patterns are threatened by discriminatory acts and unlawful housing practices, resulting in segregation of residents and opportunities in our region; and

WHEREAS, the talents of grassroots and nonprofit organizations, housing service providers, financial institutions, elected officials, state agencies, and others must be combined to promote and preserve fair housing and equal opportunity.

NOW, THEREFORE, I GERALD C. TURRY, President of the Village of Lincolnwood, do hereby proclaim the month of April 2012 as National Fair Housing Month in the Village of Lincolnwood, to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents of the Village of Lincolnwood.

DATED this 20th day of March, 2012

ATTEST:

Beryl Herman
Village Clerk

Gerald C. Turry
Village President
Request For Board Action

REFERRED TO BOARD: March 20, 2012

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Parks & Recreation

SUBJECT: Approval of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance Waiving Chapter 9, Article 1, Section 3 of the Village Code that Requires Business License Fees for the Food and Car Show Vendors Associated with the 2012 Lincolnwood Fest

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Friends of the Community Center Committee will plan and implement Lincolnwood Fest, a four day festival in Proesel Park. The event will be held August 2-5 this year. Music, food, a beer/wine tent, a car show, pancake breakfast, business exposition and a carnival will be featured as part of the weekend’s activities. The committee will also offer the opportunity for car dealership displays in the park.

The layout of the Fest will change slightly from last year. Due to its popularity the ride area for smaller children will be expanded. The food vendors will also be moved closer to the entertainment area for easier access. Again this year staff will be asking the Village Board to waive the need for business licenses for food vendors and the car show vendors. The location of the automobile displays and the car show vendors will be determined by the Superintendent of Parks & Facilities in cooperation with the Fest Committee.

Windy City Amusements, Inc. will be used to provide the carnival games and activities. Windy City Amusements was the vendor the past two years. They will abide by the necessary requirements established by the Village.

The Chamber of Commerce will once again coordinate the beer/wine tent and the Business Exposition. The Car Show will remain on Sunday in the same location. The Committee is again looking for a reserved parking area within the park for eight cars: five for committee members and three for handicapped parking. Parking for the entertainers will also be allowed in a contained area adjacent to the stage.

Permitted cars will access the park off of Lincoln Avenue. Park Patrol will assist with traffic during the hours of the Fest. Driving in the park will be posted at five miles per hour. The Committee will be using golf carts within the park for most of the necessary hauling of supplies, but will need vehicles in close proximity for storage of bulk supplies. Staff made it clear to the
event coordinators that in the event of wet weather all parking, displays and vendors would have to move to hard surfaces, rather than being placed on the grass.

The Village Code requires business licenses for all vendors selling food and products in the Village. In the past the Village Board has waived this requirement. Staff is asking on behalf of the Fest Committee to do the same for the 2012 event.

**FINANCIAL IMPACT:**
The Public Works, Police, Fire and Parks/Recreation Departments will provide support services for the four day event. Proceeds from the event are made available for projects at the Lincolnwood Community Center on an annual basis.

**DOCUMENTS ATTACHED:**
1. Proposed Ordinance
2. Letter from Barbara Faermark of the Friends of the Lincolnwood Community Center
3. Draft Minutes of the March 13, 2012 Parks and Recreation Board Meeting

**RECOMMENDED MOTION:**
Move to approve an Ordinance waiving business license fee requirements for Lincolnwood Fest 2012.
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-____

AN ORDINANCE WAIVING BUSINESS LICENSE FEE REQUIREMENTS FOR LINCOLNWOOD FEST 2012

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF MARCH, 2012.

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 ____________, 2012
ORDINANCE NO. 2012-____

AN ORDINANCE WAIVING BUSINESS LICENSE FEE REQUIREMENTS FOR LINCOLNWOOD FEST 2012

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

WHEREAS, Lincolnwood Friends of the Community Center ("LFCC") is a not-for-profit organization organized to raise funds for the Lincolnwood Community Center; and

WHEREAS, the LFCC desires to host a carnival, festival and fair in Proesel Park in the Village on August 2, 3, 4, and 5, 2012, to be known as "Lincolnwood Fest 2012"; and

WHEREAS, Lincolnwood Fest 2012 will include, without limitation, the sale of food, beverages, wares, and merchandise by various merchants; and

WHEREAS, pursuant to Article 1 of Chapter 9 of the Village Code, any entity that conducts a business, occupation, activity or establishment within the Village must obtain a business license from the Village and pay the required fee therefor; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to waive the enforcement of the business license fee requirements set forth in Article 1 of Chapter 9 of the Village Code with respect to the merchants that will sell food, beverages, wares, or merchandise at Lincolnwood Fest 2012;

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

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

SECTION 2. WAIVER. The President and Board of Trustees shall, and do hereby, waive the enforcement of the business license fee requirements set forth in Article 1 of Chapter 9 of the Village Code with respect to the merchants that will sell food, beverages, wares, or merchandise at Lincolnwood Fest 2012.

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

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

[SIGNATURE PAGE FOLLOWS]
PASSED this _____ day of March, 2012.

AYES: ________________________________

NAYS: ________________________________

ABSENT: ______________________________

ABSTENTION: _________________________

APPROVED by me this _____ day of March, 2012.

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

ATTESTED and FILED in my office the
_____ day of March, 2012.

____________________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
Lincolnwood Parks & Recreation Department

Attn: Jan Hincapie

1/26/12

Dear Jan,

The Friends of the Lincolnwood Community Center respectfully request the consent of the Village to hold Lincolnwood Fest 2012 on August 2 - August 5, 2012.

The Fest will include 4 days of a carnival, musical entertainment will take place on all 4 nights, bands to be determined. We will once again have our Car Show on Sunday. Bingo will be held on Friday, Saturday and Sunday night. The Chamber is interested in having the Business Expo once again, which would be held on Saturday afternoon. There will be approximately 5 food vendors. A pancake breakfast may be held on Sunday morning. We will also include a few attractions for kids. (to be determined)

If you have any questions, please feel free to call me at 312.659.2562.

We thank you for your consideration.

Barbara Faermark
Friends of the Lincolnwood Community Center Committee
CALL TO ORDER
The meeting was called to order at 7:30 P.M.

PRESENT AT MEETING
Park Board Members: Demerise Gratch, Gail Ito, Art Lovering, Judith Snyder, Laura Tomacic, Barbra Pabst, Barry Bass
Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith
Village Board Liaison: John Swanson
Audience: Steve Pawlow, Treasurer, Lincolnwood Baseball Association, Berle Herman, Village Clerk

APPROVAL OF MINUTES
On motion, Ito/Tomacic to approve the regular meeting minutes of February 14, 2012 meeting. 7-0, motion passed.

PUBLIC INPUT/COMMUNICATION FROM THE PUBLIC
None

OLD BUSINESS
A. Lincolnwood Fest
The newly adopted Village Code requires an amusement license for the Fest approved by the Finance Director. The Parks and Recreation Board is required per the code to approve any event with over 150 people in Proesel Park. The Village Board has to approve the waiving of the section of the Village Code governing business license fees for both the food and car show vendors upon review by the Park Board.

On motion, Lovering/Snyder to recommend approval of allowing over 150 people in Proesel Park for the 2012 Lincolnwood Fest and to recommend the waiving of business license fees for food and car show vendors. 7-0 motion passed.

Hincapie – Proposed changes to the site include the expansion of the “kiddie” area and moving the food vendors closer to the performance tent, which will be slightly larger than last year. Parking will be allowed in the park for handicapped (3), committee members (5) and performers adjacent to stage. Park Patrol will assist with access off of Lincoln Avenue.
Ito – There seemed to be more cars in the park in 2011; may have been entertainers.

NEW BUSINESS
A. Multicultural Task Force Proposal
Hincapie – Presented proposal as noted in packet.
Ito – Distributed revised mission and goals of the task force. Would like to see the purpose language changed to include “identify how to better provide recreation services to the diverse ethnic groups”
Bass – Likes Ito’s language – more broad and in line with Parks and Recreation Board’s mission
Gratch – Integrate Ito’s input, holding off on Goal #3
Hincapie – Will modify and redistribute to board.
Lovering – “Ongoing” is too nebulous, set a date. Will we get enough involvement on the task force, and if so, we need to put recommendations into action to help build momentum
Hincapie – Interest from Passport committee. Will start with this group.
Herman – Have talked to people and feel there is interest
Ito – Similar groups have been formed in Wheeling and Addison. Have seen success in both communities. Must make a commitment to carry through even if there is little initial involvement from the community.
Snyder – Involve Human Relations Commission

On motion, Ito/Tomacic to support Multicultural Task Force proposal with noted changes to mission and goals. 7-0 motion passed.
B. HIAS VIP Event at Channel Runne Park

Hincapie – Immigration ceremony will be held on June 5. Citizenship class in the fall.
Thurman – June 21 event will include the set up of a large tent, beer and wine and music. There will be more than 150 people in attendance, so per the new Village Code, a recommendation is needed to move forward.
Lovering – Will need a guard to assist with pedestrian crossing at McCormick. Will there be beer/wine restrictions?
Hincapie – Finalizing details with group on liquor. Have consulted our attorney and may come back regarding this item.
Tomacic – Will there be security for the event?
Thurman – Yes, Park Patrol, Lincolnwood Police Department and the Jewish Federation will all be involved in security for the event.

On motion, Ito/Bass to recommend approval of allowing over 150 people in Channel Runne Park on June 21, 2012 for the Hebrew Immigration Aid Society VIP reception. 7-0 motion passed.

C. Renaming of Channel Runne Park

On motion, Gratch/Snyder to recommend tabling renaming of Channel Runne Park until the April 10, 2012 board meeting. 7-0 motion passed.

D. Field Lighting Bid

Thurman – Presented overview of field lighting project including timeframe for project, pricing and impact on existing programs.
Lovering – When they bring in materials, where will they be placed?
Thurman – Will need to put up safety fence surrounding materials.
Ito – Any concerns regarding the budget?
Hincapie – No, project is within budget parameters.
Pabst – What happens if Lincolnwood Baseball Association is unable to pay for the project for all five years of the payment plan? Participation numbers are currently down.
Hincapie – Would need to set up a meeting immediately with the Village Manager to discuss concerns. If there are financial concerns, item would need to be removed from Village Board agenda.
Pabst - $120,000 was presented as a total cost one year ago.
Pawlow – Have nothing in writing. Need to know what LBA would be required to pay and when.
Hincapie – The goal was to arrange a partnership with LBA for capital items that would account for LBA usage.
Snyder – What is the status of the fence and scoreboard requested some time ago?
Pabst – Can’t put up a fence. Would interfere with other field uses.
Hincapie – Ready to revisit partnership piece.
Bass – Is there a remedy in place for non-performance by contractor? Have had a history of problems with work on the fields.
Hincapie – Article 2.2 covers delays. A Change Order would have to be presented and agreed upon by both parties to change the completion date of the project.

On motion, Lovering/Ito to recommend approval of resolution awarding bid for the purchase and installation of sports field lighting to Adlite Electric of Des Plaines. 7-0 motion passed.

E. Sponsorship Policy Draft

Hincapie – Presented draft Advertising and Sponsorship Policy. Approval of advertising/sponsorship up to $20,000 can be approved by the Village Manager or designee. Anything over $20,000 or involving signage would be brought to the Village Board. The purpose of this information is to open discussion at the Park Board level and solicit feedback.
Ito – Will advertising/sponsorship require Park Board approval?
Hincapie – No, this is being presented for informational purposes.
Lovering – Feel this is a Village issue, not Park Board. Where parks are involved, it is important to be mindful of the “visual noise” brought about by signage/advertising. Parks are an area for serenity.
Hincapie – Signage is the biggest concern. Can add to the policy that signage will be reviewed by the Parks and Recreation Board.
Ito – Important to make sure the donation and park naming policies work in concert with the advertising/sponsorship policy.
Hincapie – Send additional feedback on policy. This is the first draft. Will revise/update based on Park Board input.

COMMITTEE REPORTS - None

DIRECTOR'S REPORT
• **FY 2012-13 Budget**

Budget will be presented to the Village Board on March 20, 2012. The budget includes 2000 pool passes.

**Snyder** – Feels strongly the number of passes should be capped at 1800 as communicated during past Park Board discussions.

**Ito** – Raised concerns about parking if the number of passes is increased. People complained of parking concerns last year.

**Hincapie** – Reallocated unsold business passes last year. Will find out when the item will be discussed at the Village Board level and will report back to Parks and Recreation Board.

• **Bike Paths**

Projects are moving forward for both Com Ed and UP. Met with publishing company located at Lincoln and Jarvis to discuss project. Com Ed has drafted a lease up to Touhy Avenue. Waiting to see what happens with the Purple Hotel site, which will be discussed on April 4, 2012 at the Village Board meeting. UP phase #1 has been approved. Permission to move forward with appraisal. If all goes well, both paths will be constructed in 2013.

**Ito** – Congratulations to Jan Hincapie!

• Pleased with the response to the brick campaign thus far. Have sold approximately 12 bricks. Deadline for first order is April 30.

• Congrats to Andy Thurman on one year of employment with the Village!

• Sent letter to Vernon Hills Park District thanking them for the generous offer to donate a replacement statue to District 74 for the theft that took place in January at Todd Hall.

• Shelter reservation date has been moved to Monday, April 2 due to April 1 falling on a Sunday.

**Snyder** – If the Village Board approves the FY 2012-13 budget, when will money be available for park renovations?

**Hincapie** – Money will be available May 1, 2012.

**RECREATION STAFF REPORTS**

A. **SUPERINTENDENT OF RECREATION – JAN SPRINGER**

   Thank you to all that came out to the Winter Carnival. Special thanks to Laura Tomacic for volunteering for the event.

B. **SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN**

   As noted in report.

C. **COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH**

   As noted in report.

D. **COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA**

   As noted in report.

E. **YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ**

   As noted in report.

**Trustee Swanson** – Suggest attending the budget workshop held in February to learn more about the budget process.

**Hincapie** – Department would need to come up with $30,000-$40,000 in revenue if pool passes were capped at 1800. Bather load is 1000. Staff is always mindful of keeping the pool accessible to residents.

**ADJOURNMENT**

On motion, Ito/Snyder to adjourn the meeting at 9:07 P.M.

Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation
Request For Board Action

REFERRED TO BOARD: March 20, 2012

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Perform Construction on State Highways in Accordance with State Specifications for a Period of Two Calendar Years

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Illinois statute requires that any person, firm or corporation desiring to do work on State maintained right-of-ways (ROW) obtain a permit from the Illinois Department of Transportation (IDOT). This includes any emergency work, broken water mains or sewers.

In 2010 the Village Board approved a Resolution to perform construction on state highways in accordance with State specifications for a period of two calendar years. The Resolution expires as of 2012. In order to continue to expedite the issuance of permits to the Village during the next two calendar years IDOT recommends approving this Resolution. If approved, IDOT will maintain a copy of the Resolution on file.

In addition to permit requirements IDOT also requires a surety bond with each permit application to ensure that all work is completed in accordance with state specifications and that the ROW is properly restored. For municipalities, a Resolution is acceptable in lieu of the surety bond.

Staff has consulted with the Village Engineer concerning this matter and he has recommended that the Village adopt the Resolution.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Letter from Illinois Department of Transportation

RECOMMENDED MOTION:
Move to approve a Resolution to perform construction on state highways in accordance with state specifications for a period of two years.
RESOLUTION NO. R2012-__________

RESOLUTION TO PERFORM CONSTRUCTION ON STATE HIGHWAYS IN ACCORDANCE WITH STATE SPECIFICATIONS FOR A PERIOD OF TWO CALENDAR YEARS

WHEREAS, the Village of Lincolnwood ("Village") desires to undertake, in the years of 2012 and 2013, the location, construction, operation and maintenance of driveways and street returns, watermain, sewers, street lights, traffic signals, sidewalks, landscaping, etc., on State highways, within said Village, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

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

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village as follows:

FIRST: That the Village hereby pledges in good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which is to be performed under the provision of said permit.

SECOND: That all authorized officials of the Village are hereby instructed and authorized to sign said working permit on behalf of the Village.

PASSED this ___ day of                   , 20     .

AYES: ______

NAYS:_______

ABSENT:___

ABSTENTION:_____

APPROVED by me this _____ day of ____________, 20__. 

_______________________________________
Municipal Seal

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois
ATTESTED and FILED in my office this
______ day of _________, 20__

_________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
PERMITS
Resolution for Construction on State Highway

February 9, 2012

The Honorable Gerald C. Turry
Mayor
Village of Lincolnwood
6900 North Lincoln
Lincolnwood, IL 60712

Dear Mayor Turry:

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

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

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

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

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847) 705-4612.
We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

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

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

By:
Thomas G. Gallenbach, P.E.
Traffic Permits Engineer
Request For Board Action

REFERRED TO BOARD:  March 20, 2012  

AGENDA ITEM NO:  3

ORIGINATING DEPARTMENT:  Public Works

SUBJECT:  Approval of a Resolution Awarding a Bid for the Village Hall Promenade Improvements to Great Lakes Landscape Company in the Amount of $623,298

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
In 2007, a landscape plan for the Village promenade was developed by the Beautification Commission in conjunction with the Village’s Landscape Architect, Jim Gamble of Land Design Collaborative. In 2008, due to the economy and the uncertain future of potential improvements to the Community Center the project was deferred. At that time, the projected cost was $400,000. On February 4, 2011 at a Budget Workshop the Village Board directed staff to budget funds to move forward with the project and to work with Jim Gamble and the Beautification Commission to update the plan. Recommendations included reducing the amount of land that is impervious and incorporating native plantings.

On November 1, 2011 the Village Board approved the Beautification Commission’s recommendations regarding the Village promenade landscape plan.

On February 16, 2012 the Village requested bids for the Village Promenade Improvement Project. Bid notices were posted in the Dodge Report and in the Pioneer Press. Specifications were sent to 13 vendors. On March 12, 2012 the Village received seven bids. Great Lakes Landscape Company was the lowest bid at $560,688 (base bid amount). A detailed breakdown of the 2012 bid results can be found below.

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<td>$68,784.00</td>
<td>$43,500.00</td>
<td>$8,643.75</td>
<td>$19,675.00</td>
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<tr>
<td>Clauss Brothers</td>
<td>$678,332.60</td>
<td>$65,736.15</td>
<td>$82,000.00</td>
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<td>Alliance Contractors</td>
<td>$692,533.82</td>
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<td>$228,800.00</td>
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<td>$5,000.00</td>
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<td>$95,000.00</td>
</tr>
</tbody>
</table>
The Village Engineer has checked the references of Great Lakes Landscape Company, all of which confirm that they provide quality service in a timely manner, making them the lowest responsible bidder. The bid is $15,408.68 above the revised pre-bid estimate for the base bid of $560,688.

Staff is recommending awarding the bid to Great Lakes Landscape Company along with alternate #2 and alternate #4. The total additional cost for the two alternates is $62,610. Alternate #2 includes removing and replacing 800 square yards of 9” reinforced concrete in front of the Fire Department. The existing conditions are poor. The Public Works Department has performed temporary patchwork on large portions of the existing concrete. The area is also a connection to the promenade, therefore leaving it in its existing condition will have an impact on the newly renovated promenade. The cost to replace the concrete is $59,360. The cost of the alternate is $1,840 under the Engineer’s estimate for the alternate.

Alternate #4 includes a 125 sq yard asphalt path. This item was included as an alternate because the existing path is missing a 125 sq yd section. This path provides a walking path connection that leads to the promenade. The cost of alternate #4 is $3,250, the cost is $1,125 under the Engineer’s estimate for the alternate.

The total cost of the project, including alternate #2 and #4 is $623,298. The cost is $4,943.68 over the Engineer’s estimate for the base bid including alternate #2 and #4.

**FINANCIAL IMPACT:**
$200,000 is budgeted in the fiscal year 2011/2012 Village Campus Improvement Fund for the promenade improvement project and $200,000 is requested within the fiscal year 2012/2013 budget.

**DOCUMENTS ATTACHED:**
1. Proposed Resolution
2. Bid Proposal
3. Village Engineer’s Letter of Recommendation
4. Agreement

**RECOMMENDED MOTION:**
Move to approve a Resolution approving the award of the Village Hall promenade improvements to Great Lakes Landscape Company of Elk Grove Village, IL in the amount of $623,298.
RESOLUTION NO. R2012-________

A RESOLUTION APPROVING THE AWARD
OF THE VILLAGE HALL PROMENADE IMPROVEMENTS TO GREAT LAKES LANDSCAPE COMPANY OF ELK GROVE VILLAGE, IL IN THE AMOUNT OF $623,298

WHEREAS, the Village sought bids for the award of improvements to the Village Hall Promenade ("Contract"); and

WHEREAS, Great Lakes Landscape Company of Elk Grove Village, IL ("Great Lakes"), was the low responsible bidder of the firms that submitted bid packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Great Lakes 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 Great Lakes 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 Great Lakes; 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]
PASSED this ___ day of ______________, 20__.  
AYES: ______  
NAYS:______  
ABSENT:___  
ABSTENTION:____  
APPROVED by me this _____ day of ____________, 20__.  

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

ATTESTED and FILED in my office this  
_____ day of ________, 20__  

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

# 6212428_v1
VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE VILLAGE HALL PROMENADE
AT 6900 N. LINCOLN AVENUE

BIDDER’S PROPOSAL

Full Name of Bidder ("Bidder") Great Lakes Landscape Co., Inc
Principal Office Address 434 E. Devon Ave., Elk Grove Village IL 60007
Local Office Address Same
Contact Person Kevin Havynik Telephone 747-439-3737

TO: Village of Lincolnwood ("Owner")
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
In Council Chambers
Attention: Manuel Castaneda, Director of Public Works

Bidder acknowledges and agrees that all capitalized terms in this Bidder’s Proposal shall have the meaning given to them in the Bidding Documents and the Contract.

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 Bid Package, including Addenda Nos. [ ], [if none, write “NONE”], which are securely stapled to the end of this Bidder’s Proposal.

1. Work Proposal

A. Contract and Work. If this Bidder’s Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package ("Work Site") and in the manner described and specified in this Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the Village Hall Promenade together with related attachments, equipment and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in this 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 Bidder will perform the Work in the manner and time prescribed in this Bid Package and according to the requirements of Owner pursuant thereto.

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

2. Contract Price Proposal

If this Bidder’s Proposal is accepted, Bidder will, except as otherwise provided in Article II of the General Conditions of Contract included in this Bid Package, take in full payment for the Work and all other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; compensation to all Subcontractors and Suppliers; and such risks and changes in the Work as Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price, the compensation set forth on the following Schedule of Prices, which Schedule of Prices Bidder understands and agrees will be made a part of the Contract Document.
**SCHEDULE OF PRICES (REVISED PER ADDENDUM #1)**

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

A. **UNIT PRICES**

**COMPLETE TABLE AS INDICATED (REVISED PER ADDENDUM #1)**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sidewalk Removal</td>
<td>15,000</td>
<td>SF</td>
<td>100</td>
<td>15,000</td>
</tr>
<tr>
<td>2.</td>
<td>Brick Paver Removal</td>
<td>15</td>
<td>SF</td>
<td>30</td>
<td>450</td>
</tr>
<tr>
<td>3.</td>
<td>Tree and Stump Removal</td>
<td>8</td>
<td>EA</td>
<td>500</td>
<td>4,000</td>
</tr>
<tr>
<td>4.</td>
<td>Chain Link Fence Removal</td>
<td>205</td>
<td>LF</td>
<td>10</td>
<td>2,050</td>
</tr>
<tr>
<td>5.</td>
<td>Pavement Removal, 4&quot;</td>
<td>350</td>
<td>SY</td>
<td>10</td>
<td>3,500</td>
</tr>
<tr>
<td>6.</td>
<td>Curb Removal</td>
<td>550</td>
<td>LF</td>
<td>700</td>
<td>3,850</td>
</tr>
<tr>
<td>7.</td>
<td>Tree Protection Fence</td>
<td>1,000</td>
<td>JF</td>
<td>400</td>
<td>4,000</td>
</tr>
<tr>
<td>8.</td>
<td>Remove, Store &amp; Reinstall Trash Receptacle</td>
<td>1</td>
<td>EA</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>9.</td>
<td>Remove Sod</td>
<td>700</td>
<td>SY</td>
<td>200</td>
<td>1,400</td>
</tr>
<tr>
<td>10.</td>
<td>Traffic Control &amp; Protection Special</td>
<td>1</td>
<td>LS</td>
<td>2,800</td>
<td>2,800</td>
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<tr>
<td>11.</td>
<td>Earth Excavation, Special</td>
<td>1</td>
<td>LS</td>
<td>3,394</td>
<td>3,394</td>
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<tr>
<td>12.</td>
<td>Remove Shrubs in Planter</td>
<td>150</td>
<td>SY</td>
<td>3</td>
<td>450</td>
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Subtotal: 7,657.4

**Lighting**

<table>
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<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.</td>
<td>Modify Existing Electrical Panel</td>
<td>1</td>
<td>EA</td>
<td>405</td>
<td>405</td>
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<tr>
<td>14.</td>
<td>Underground Conduit, Galvanized Steel, 3/4&quot; Dia.</td>
<td>250</td>
<td>FT</td>
<td>785</td>
<td>1,962.5</td>
</tr>
<tr>
<td>15.</td>
<td>Underground Conduit, Galvanized Steel, 1&quot; Dia.</td>
<td>80</td>
<td>FT</td>
<td>65</td>
<td>5,200</td>
</tr>
<tr>
<td>16.</td>
<td>Electric Cable in Conduit, 600V (XLP-Type Use) 1/c No. 10</td>
<td>1,100</td>
<td>FT</td>
<td>1.65</td>
<td>1,765</td>
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<tr>
<td>17.</td>
<td>Conduit Splice</td>
<td>2</td>
<td>EA</td>
<td>43</td>
<td>86</td>
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Addendum #1, Page 4 of 10
<table>
<thead>
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<th>Description</th>
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<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Unit Duct, 600V, 2-1C No.10, 1/C No.10 Ground, (XLP-Type Use), 3/4&quot; Dia. Polyethylene</td>
<td>1,350</td>
<td>FT</td>
<td>5.65</td>
<td>7,627</td>
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<tr>
<td>19</td>
<td>Bollard Foundation</td>
<td>88</td>
<td>FT</td>
<td>140.00</td>
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<tr>
<td>20</td>
<td>Flood Light Foundation</td>
<td>2</td>
<td>EA</td>
<td>486.00</td>
<td>972.00</td>
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<tr>
<td>21</td>
<td>30&quot; Bollard, Aluminum, 20 LED</td>
<td>23</td>
<td>EA</td>
<td>1,372.00</td>
<td>29,256.00</td>
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<tr>
<td>22</td>
<td>36&quot; Bollard, Aluminum, 20 LED</td>
<td>2</td>
<td>EA</td>
<td>1,332.00</td>
<td>2,664.00</td>
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<tr>
<td>23</td>
<td>Flood Light, 60 LED</td>
<td>2</td>
<td>EA</td>
<td>896.00</td>
<td>1,792.00</td>
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<td></td>
<td><strong>Utilities</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>Subtotal:</strong> 58,502.00</td>
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<tr>
<td>24</td>
<td>6&quot; Corrugated Underdrain</td>
<td>215</td>
<td>LF</td>
<td>5.00</td>
<td>1,075.00</td>
</tr>
<tr>
<td>25</td>
<td>Underdrain Structures</td>
<td>2</td>
<td>EA</td>
<td>400.00</td>
<td>800.00</td>
</tr>
<tr>
<td>26</td>
<td>4&quot; Conduit for Future Use</td>
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<td>LF</td>
<td>5.00</td>
<td>1,000.00</td>
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<tr>
<td>27</td>
<td>6&quot; Conduit for Future Use</td>
<td>200</td>
<td>LF</td>
<td>6.00</td>
<td>1,200.00</td>
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<tr>
<td>28</td>
<td>6&quot; PVC SDR 21 Storm Sewer</td>
<td>190</td>
<td>LF</td>
<td>25.00</td>
<td>4,750.00</td>
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<tr>
<td>29</td>
<td>24&quot; Diameter Catch Basin</td>
<td>4</td>
<td>EA</td>
<td>1,000.00</td>
<td>4,000.00</td>
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<tr>
<td>30</td>
<td>Inlet Filter Baskets</td>
<td>10</td>
<td>EA</td>
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<td>2,000.00</td>
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<tr>
<td>31</td>
<td>Connection To Existing Manhole</td>
<td>1</td>
<td>EA</td>
<td>500.00</td>
<td>500.00</td>
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<td></td>
<td><strong>Hardscape</strong></td>
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<td>32</td>
<td>PCC Sidewalk 5&quot;</td>
<td>5,800</td>
<td>SF</td>
<td>5.00</td>
<td>29,000.00</td>
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<tr>
<td>33</td>
<td>Monolithic Sidewalk and Barrier Curb</td>
<td>420</td>
<td>SF</td>
<td>3,800.00</td>
<td>3,360.00</td>
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<td>34</td>
<td>Bricks With Asphalt Bed &amp; Conc. Underlayment (4 x 8 inch)</td>
<td>3,375</td>
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<td>74,250.00</td>
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<tr>
<td>35</td>
<td>Bricks with Stone Underlayment (4 x 8 inch)</td>
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<td>15.00</td>
<td>19,500.00</td>
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<td>36</td>
<td>Concrete Bollards</td>
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<td>EA</td>
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<td>37</td>
<td>Footing and Peirs for Stone Seating Wall</td>
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<td>LS</td>
<td>4,000.00</td>
<td>4,000.00</td>
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<tr>
<td>38</td>
<td>Asphalt Pavement, 4&quot;</td>
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<td>SY</td>
<td>30.00</td>
<td>10,500.00</td>
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<tr>
<td>39</td>
<td>Aggregate Base Course, 10&quot;</td>
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<td>12.60</td>
<td>3,150.00</td>
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<td>40</td>
<td>Barrier Curb</td>
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<td>LF</td>
<td>24.50</td>
<td>19,600.00</td>
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<td>41</td>
<td>B6.12 Curb and Gutter</td>
<td>125</td>
<td>LF</td>
<td>21.00</td>
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<td>42</td>
<td>Paint Pavement Markings, Line 4&quot;</td>
<td>1,200</td>
<td>LF</td>
<td>.40</td>
<td>480.00</td>
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Addendum #1, Page 5 of 10
<table>
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<tr>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>Paint Pavement Markings, Letters &amp; Symbols</td>
<td>5</td>
<td>SF</td>
<td>1100</td>
<td>5500</td>
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<tr>
<td>44</td>
<td>Supply and Install Planting Mix</td>
<td>650</td>
<td>CY</td>
<td>2500</td>
<td>19250</td>
</tr>
<tr>
<td>45</td>
<td>Trash Receptacle</td>
<td>3</td>
<td>EA</td>
<td>3300</td>
<td>3300</td>
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<td>46</td>
<td>Rock Garden Rocks</td>
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<td>LS</td>
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<td>47</td>
<td>Outcropping Stones</td>
<td>1</td>
<td>LS</td>
<td>9600</td>
<td>9600</td>
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<tr>
<td>48</td>
<td>Victor Stanley Benches</td>
<td>5</td>
<td>EA</td>
<td>7500</td>
<td>3750</td>
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<tr>
<td>49</td>
<td>Stone Seat Wall</td>
<td>90</td>
<td>LF</td>
<td>2400</td>
<td>22400</td>
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<td>50</td>
<td>Irrigation System, Complete</td>
<td>1</td>
<td>LS</td>
<td>5700</td>
<td>5700</td>
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<td>51</td>
<td>Paint Existing Bollards</td>
<td>4</td>
<td>EA</td>
<td>1000</td>
<td>4000</td>
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<tr>
<td>52</td>
<td>Furnish and Install Bike Rack</td>
<td>2</td>
<td>EA</td>
<td>485</td>
<td>970</td>
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<td>Plantings</td>
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<td></td>
<td>Subtotal:</td>
</tr>
<tr>
<td>53</td>
<td>Pyrus calleryana &quot;Cleveland Select&quot; - 4&quot;</td>
<td>13</td>
<td>EA</td>
<td>616</td>
<td>8008</td>
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<tr>
<td>54</td>
<td>Gleditsia triacanthos 'Shade Master' - 4&quot;</td>
<td>2</td>
<td>EA</td>
<td>672</td>
<td>1344</td>
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<tr>
<td>55</td>
<td>Taxodium distichum - 4&quot;</td>
<td>10</td>
<td>EA</td>
<td>742</td>
<td>7420</td>
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<tr>
<td>56</td>
<td>Viburnum prunifolium - 8'</td>
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<td>392</td>
<td>392</td>
</tr>
<tr>
<td>57</td>
<td>Hydrangea paniculata 'Little Lamb' - #5</td>
<td>14</td>
<td>EA</td>
<td>446</td>
<td>6449</td>
</tr>
<tr>
<td>58</td>
<td>Hydrangea paniculata 'Quickfire' - #5</td>
<td>9</td>
<td>EA</td>
<td>446</td>
<td>4114</td>
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<tr>
<td>59</td>
<td>Hydrangea arborescens 'White Dome' - #3</td>
<td>33</td>
<td>EA</td>
<td>400</td>
<td>1320</td>
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<tr>
<td>60</td>
<td>Juniperus 'Kallay' - #5</td>
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<td>380</td>
<td>798</td>
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<tr>
<td>61</td>
<td>Rosa 'Pink Knockout' - #3</td>
<td>64</td>
<td>EA</td>
<td>520</td>
<td>3280</td>
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<tr>
<td>62</td>
<td>Rosa 'Bonica' - #3</td>
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<td>1980</td>
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<tr>
<td>63</td>
<td>Rosa 'Sunny Knockout' - #3</td>
<td>48</td>
<td>EA</td>
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<td>2016</td>
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<tr>
<td>64</td>
<td>Spirea 'Tor' - #3</td>
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<td>3103</td>
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<tr>
<td>65</td>
<td>Taxus 'Everlow' - 24&quot; BB</td>
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<td>EA</td>
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<td>750</td>
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<tr>
<td>66</td>
<td>Agastache Golden Jubilee - #1</td>
<td>20</td>
<td>EA</td>
<td>110</td>
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Addendum #1, Page 7 of 10
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**TOTAL CONTRACT PRICE FOR BASE BID ONLY** (do not include any of the alternate costs in this total) (the sum of the extensions):

Five Hundred Sixty Thousand Dollars and 00 Cents

Six Hundred Eight-Seventy Two Cents

$560,687 Dollars and 00 Cents
SCHEDULE OF PRICES (CONT.)

If there is a "Last Minute" change in a price for an item in this Schedule of Prices, Bidder may utilize the item below to avoid changing the tabulated extension of the affected Unit Price Item and resulting Contract Price Total. The amount, if any, shown in the item below shall be added or deducted to the Total Contract Price for the Work, as indicated by Bidder by placing an "X" in the applicable box or boxes below. Any Bidder's Proposal that fails to indicate whether the amount or amounts shown are to be added to or deducted from the Contract Price Total for such Unit Price Item may be rejected or may be interpreted as a "deduct."

We will □ ADD $____________________
or
□ DEDUCT $____________________

for ____________________________
[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR THE CHANGE]

We will □ ADD $____________________
or
□ DEDUCT $____________________

for ____________________________
[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR THE CHANGE]

We will □ ADD $____________________
or
□ DEDUCT $____________________

for ____________________________
[INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR CHANGE]

NOTE: THE AMOUNT OR AMOUNTS SHOWN TO BE ADDED TO OR DEDUCTED FROM THE CONTRACT PRICE TOTAL FOR SUCH UNIT PRICE ITEM (I) SHALL NOT BE UTILIZED AS AN ALTERNATE TO SUPPLYING A SEPARATE REQUESTED PRICE FOR EACH AND EVERY ITEM NAMED IN THE BIDDER'S PROPOSAL FORM AND (II) SHALL BE BASED ON UNIT PRICE ITEMS THAT FULLY COMPLY, WITHOUT EXCEPTION, TO THE SPECIFICATIONS INCLUDED IN THIS BID PACKAGE AND ALL OTHER REQUIREMENTS OF THE CONTRACT.
SCHEDULE OF PRICES (CONT.)

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 Engineer's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;

3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;

4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

5. 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

6. 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 such risks, changes, and Subcontractor or Supplier claims, or payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.
PROPOSAL

3. **Contract Time Proposal**

If this Bidder’s Proposal is accepted, Bidder will commence the Work immediately upon execution by Owner of the Contract Agreement (“Commencement Date”) and will perform the work diligently and continuously and will complete all work on this project (including plantings, final restoration, sod, etc.) by June 15, 2012, except for the final installation of the donor paver blocks and associated surface features located within the 40 foot diameter circle at the far southwest corner of the project area. This donor paver area shall be brought up to finished subgrade elevation by June 15th along with final restoration of the surrounding berming. The installation of the donor pavers for the 40’ circle must be completed by July 20, 2012 along with minor final restoration along the edges of this circle and installation of the benches. **All work must be completed by July 20, 2012.**

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 12 and 16 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only Persons interested in this Bidder’s Proposal as principals are those named in the Bidder’s Sworn Acknowledgment attached hereto and that this Bidder’s Proposal is made without collusion with any other Person.

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

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the Most Favorable Bidders, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

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

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 7 of the Invitation for Bidder’s Proposals included in this Bid Package.
7. **Bid Security**

Bidder herewith tenders a Cashier’s Check, Certified Check, or Bid Bond as specified in Section 7 of the Invitation for Bidder’s Proposals included in this Bid Package for the sum of [ ] dollars ($ ), which is equal to at least ten percent of Bidder’s Price Proposal ("Bid Security").

8. **Owner’s Remedies**

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

9. **Owner’s Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder’s Proposals, reserves the right to accept or reject any item of any Bidder’s Proposal and reserves such other rights as are set forth in Section 16 of the General Instructions to Bidders and Section 1 of the Special Instructions to Bidders included in this Bid Package.

10. **Bidder’s Obligations**

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

DATED this 10th day of March, 2012.

ATTEST: Great Lakes Landscape Co Inc.

By: ____________________________

By: ____________________________

Title: Secretary ____________________________

Title: President ____________________________

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,

-12-
ADDENDA TO BID PACKAGE

Each Bidder shall securely staple to this page any and all Addenda issued prior to the opening of Bidder's Proposals. Each Bidder shall also list all such Addenda in the place provided therefor in the Bidder's Proposal form.

If Bidder received no Addenda, Bidder shall so indicate by placing an "X" in the box below:

☐ No Addenda Received

Addendum One, dated 3-7-12
All other provisions of the contract documents remain the same. It is imperative that the bidders review the information and acknowledge receipt by faxing back to GEWALT HAMILTON ASSOCIATES INC., at 847-478-9701. This information shall also be attached to the bid proposal.

**BIDDERS ARE TO ACKNOWLEDGE RECEIPT OF ADDENDUM #1. PLEASE FAX BACK TO GEWALT HAMILTON ASSOCIATES, INC. AT 847-478-9701. ALSO, PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR BID PROPOSAL.**

**PLAN HOLDER: Great Lakes Landscape Co. Inc.**

**DATE:** 3-7-2012

End of Addendum #1
VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE VILLAGE HALL PROMENADE
AT 6900 N. LINCOLN AVENUE

BIDDER'S SWORN ACKNOWLEDGMENT

[ ] Sandra A. Hanynek ([INSERT NAME]) ("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 Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of Illinois ([INSERT STATE OF INCORPORATION]) that is qualified to do business in the State of Illinois, and that is operating under the legal name of, [INSERT LEGAL NAME OF CORPORATION], Great Lakes Landscape Co. Inc.

Pursuant to a Resolution of the corporation's Board of Directors taken on [INSERT DATE], a certified copy of which is hereto attached, [INSERT NAME], who is the [INSERT TITLE] of the corporation, is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Sandra A. Hanynek</td>
<td>434 E. Devon Ave, Elk Grove IL 60007</td>
</tr>
<tr>
<td>Vice President</td>
<td>Kimberly M. Parente</td>
<td>434 E. Devon Ave, Elk Grove IL 60007</td>
</tr>
<tr>
<td>Secretary</td>
<td>Kevin M. Hanynek</td>
<td>434 E. Devon Ave, Elk Grove IL 60007</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Sandra A. Hanynek</td>
<td>434 E. Devon Ave, Elk Grove IL 60007</td>
</tr>
</tbody>
</table>

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PERCENTAGE OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandra A. Hanynek</td>
<td>434 E. Devon Ave, Elk Grove IL 60007</td>
<td>31.5%</td>
</tr>
</tbody>
</table>
2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of [INSERT STATE OF ORGANIZATION], pursuant to that certain Partnership Agreement dated as of [INSERT DATE], that is qualified to do business in the State of Illinois, and that is operating under the legal name of [INSERT LEGAL NAME OF PARTNERSHIP].

The general partners of the partnership are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PERCENTAGE OWNERSHIP</th>
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</thead>
<tbody>
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</tbody>
</table>

Pursuant to a power of attorney executed by all of the General Partners on [INSERT DATE], a certified copy of which is hereto attached, [INSERT NAME] is the attorney-in-fact for the partnership and is authorized to sign this Bidder’s Proposal, the Contract and all documents related thereto for the partnership. **STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE**

3. **Individual**

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

Pursuant to a power of attorney executed by Bidder on [INSERT DATE], a certified copy of which is hereto attached, [INSERT NAME] is the attorney-in-fact for Bidder and is authorized to sign this Bidder’s
Proposal, the Contract and all documents related thereto for Bidder. [STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE]

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of [INSERT STATE OF ORGANIZATION] pursuant to that certain Joint Venture Agreement dated as of [INSERT DATE], that is qualified to do business in the State of Illinois, and that is operating under the legal name of [INSERT LEGAL NAME]

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PERCENTAGE OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

[For each signatory indicate the 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]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on [INSERT DATE], a certified copy of which is hereto attached, [INSERT NAME] is the attorney-in-fact for Bidder and is authorized to sign this Bidder’s Proposal, the Contract and all documents related thereto for Bidder. [STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE]
DATED this 12TH day of March, 2012

ATTEST:
By: Ken Haugelk
Title: Secretary

By: Sandra A. Haugelk
Title: President

Subscribed and Sworn to before me this 12TH day of March, 2012

Janet Gregory Wall
Notary Public

My Commission Expires: ____________________

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS
VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE VILLAGE HALL PROMENADE
AT 6900 N. LINCOLN AVENUE

BIDDER'S SWORN WORK HISTORY STATEMENT

[INSERT NAME OF DEPONENT] ("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: Landscape Construction

2. Composition of Work

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

____% Federal 10% As Contractor 90% Bidder’s Forces

70% Other Public 90% As Subcontractor 10% Subcontractors

20% Private

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: 27 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:
### Work History Statement

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**5. Business Licenses**

List all business licenses currently held by Bidder:

<table>
<thead>
<tr>
<th>Issuing Agency</th>
<th>Type</th>
<th>Number</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Chicago</td>
<td>Contractor</td>
<td></td>
<td>12/30/12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**6. Related Experience**

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

<table>
<thead>
<tr>
<th>Project One</th>
<th>Project Two</th>
<th>Project Three</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Name</td>
<td>See attached</td>
<td></td>
</tr>
<tr>
<td>Owner Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Work</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor (If Bidder was)</th>
<th>(Subcontractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Name</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Univ. of Chicago Medical Center</td>
<td>Landscaping</td>
</tr>
<tr>
<td>Noble Summer 2011 Renovations</td>
<td>Playground Installation</td>
</tr>
<tr>
<td>Chicago Sinai Preschool</td>
<td>Playground Installation</td>
</tr>
<tr>
<td>Chicago Public Schools</td>
<td>Playgrounds / Landscaping</td>
</tr>
<tr>
<td>CDOT Projects</td>
<td>Landscaping</td>
</tr>
<tr>
<td>New Trier HS Day Care Center</td>
<td>Playground / Site Work</td>
</tr>
<tr>
<td>Marshall Campus Park</td>
<td>Landscape / Site Work</td>
</tr>
<tr>
<td>Civic Center Improvements</td>
<td>Earthwork / Landscape</td>
</tr>
<tr>
<td>Glencoe Community Center</td>
<td>Playground/Site Work</td>
</tr>
<tr>
<td>Reskin Park</td>
<td>Ballfield Renovation</td>
</tr>
<tr>
<td>Hartland Park Townhomes II</td>
<td>Landscape / Site Work</td>
</tr>
<tr>
<td>Laurel Park Townhomes</td>
<td>Landscape / Site Work</td>
</tr>
<tr>
<td>Reskin Park</td>
<td>Ballfield Renovation</td>
</tr>
<tr>
<td>Hartland Park Townhomes II</td>
<td>Landscape / Site Work</td>
</tr>
<tr>
<td>Laurel Park Townhomes</td>
<td>Landscape / Site Work</td>
</tr>
<tr>
<td>Project Fit America</td>
<td>Fitness Course Installation</td>
</tr>
<tr>
<td>CDOT Project U-5-126</td>
<td>Retaining Wall Installation</td>
</tr>
<tr>
<td>Megowan Park</td>
<td>Park Renovation</td>
</tr>
<tr>
<td>MUVICO 18</td>
<td>Site Work / Landscaping</td>
</tr>
<tr>
<td>Jewett Park</td>
<td>Site Work / Landscaping</td>
</tr>
<tr>
<td>River Village Pointe</td>
<td>Landscaping</td>
</tr>
<tr>
<td>Mather Park</td>
<td>Site Improvements</td>
</tr>
<tr>
<td>Orchard Valley Golf Course</td>
<td>Landscaping</td>
</tr>
<tr>
<td>Vaughan Athletic Center</td>
<td>Landscaping</td>
</tr>
<tr>
<td>Project Name</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Lake Manor Park - Phase II</td>
<td>Landscape/Sitework</td>
</tr>
<tr>
<td>Keller Park Playground</td>
<td>Playground Installation</td>
</tr>
<tr>
<td>Citizen's Park</td>
<td>Landscape/Pond/Sitework</td>
</tr>
<tr>
<td>Evanston Townhomes</td>
<td>Landscape</td>
</tr>
<tr>
<td>Harland Park</td>
<td>Play Equipment Installation</td>
</tr>
<tr>
<td>Lake Manor Park - Phase One</td>
<td>Landscape/Sitework</td>
</tr>
<tr>
<td>Grandview, Fairview &amp; Kemper</td>
<td>Park Renovations</td>
</tr>
<tr>
<td>Grant's Grove</td>
<td>Park Development</td>
</tr>
<tr>
<td>Museum Park Tower 4</td>
<td>Rooftop Landscaping</td>
</tr>
<tr>
<td>Cronin Park Playground</td>
<td>Play Equipment Installation</td>
</tr>
<tr>
<td>Rustic Trail Development</td>
<td>Landscape/Sitework</td>
</tr>
<tr>
<td>Willow Overholser Park</td>
<td>Play Equipment Installation</td>
</tr>
<tr>
<td>Hough Street School</td>
<td>Play Equipment Installation</td>
</tr>
<tr>
<td>The Home Depot</td>
<td>Landscape/Sitework</td>
</tr>
<tr>
<td>Aldis &amp; Randol Oaks Parks</td>
<td>Play Equipment Installation</td>
</tr>
<tr>
<td>Redwing View</td>
<td>Park Development</td>
</tr>
<tr>
<td>Darmstadt Road Enhancement</td>
<td>Landscape/Sitework</td>
</tr>
<tr>
<td>Glen Redevelopment</td>
<td>Landscape/Sitework</td>
</tr>
<tr>
<td>Project Name</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Lake Charles Park</td>
<td>Park Const./Park Renovations</td>
</tr>
<tr>
<td>Westdale Park</td>
<td>Park Renovations</td>
</tr>
<tr>
<td>Forest Park Plaza</td>
<td>Landscape/Site Work</td>
</tr>
<tr>
<td>Schroeder Park</td>
<td>Splash Pad/Water Feature</td>
</tr>
<tr>
<td>Carrington Reserve</td>
<td>New Park Construction</td>
</tr>
<tr>
<td>Gallery Park/Roadways</td>
<td>Landscape/Site Work</td>
</tr>
<tr>
<td>Keystone Park</td>
<td>Park Development</td>
</tr>
<tr>
<td>Schaumberg Golf</td>
<td>Shoreline Restoration</td>
</tr>
<tr>
<td>Algonquin Lakes Pt</td>
<td>Park Development/Fishing Piers</td>
</tr>
<tr>
<td>Villa Redeemer</td>
<td>Site Improvements</td>
</tr>
<tr>
<td>Patty Turner Center</td>
<td>Park Improvements</td>
</tr>
<tr>
<td>Bank One</td>
<td>Design Build Landscaping</td>
</tr>
<tr>
<td>Millennium Park</td>
<td>Park Improvements</td>
</tr>
<tr>
<td>Bethesda Retirement Center</td>
<td>Landscape</td>
</tr>
<tr>
<td>Read Dunning Park</td>
<td>Landscape</td>
</tr>
<tr>
<td>Elder Lane Park</td>
<td>Park Improvements</td>
</tr>
<tr>
<td>Shriners Hospital</td>
<td>Additions &amp; Renovations</td>
</tr>
<tr>
<td>Hoover Park</td>
<td>Park Improvements</td>
</tr>
<tr>
<td>Friendship Park</td>
<td>Waterfall/Pond/Landscaping</td>
</tr>
<tr>
<td>Willow-Henric Park</td>
<td>Park Improvements</td>
</tr>
<tr>
<td>University Village</td>
<td>Landscape/Site Work</td>
</tr>
<tr>
<td>Finney/City Parks</td>
<td>Park Development</td>
</tr>
<tr>
<td>Project Name</td>
<td>Description</td>
</tr>
<tr>
<td>--------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Oakwood Park</td>
<td>In-Line Hockey Rink</td>
</tr>
<tr>
<td>Concord Park</td>
<td>New Park Development</td>
</tr>
<tr>
<td>Big Ball Park</td>
<td>New Park Development</td>
</tr>
<tr>
<td>Goshen Park</td>
<td>Park Improvements</td>
</tr>
<tr>
<td>Daniel Webster Park</td>
<td>Park, Site Dev. &amp; Landscape</td>
</tr>
<tr>
<td>Julia Molloy Park</td>
<td>Ball Fields/Park Renovation</td>
</tr>
<tr>
<td>Grant Park</td>
<td>Park Improvements</td>
</tr>
</tbody>
</table>
WORK HISTORY STATEMENT

Amount of Contract

Date Commenced

Date Completed

DATED this ___ day of March, 20__

ATTEST:

By: __________________________
Title: _________________________

Great Lakes Landscape Co., Inc.
Bidder

By: __________________________
Title: _________________________

My Commission Expires: __________

Subscribed and Sworn to before me this ___ day of ___ 20__

Notary Public

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS
VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE VILLAGE HALL PROMENADE
AT 6900 N. LINCOLN AVENUE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

[INSERT FULL NAME AND ADDRESS OF BIDDER]
as Principal, ("Bidder"), and

[INSERT FULL NAME AND ADDRESS OF SURETY]
as Surety, a corporation organized and existing under the laws of the State of
[INSERT STATE OF INCORPORATION] ("Surety"), are held and firmly bound unto the Village of Lincolnwood, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, as Obligee, ("Owner"), in the full and just sum of [ ] Dollars ($ ) for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder’s Proposal dated [INSERT DATE], 20__, to Owner entitled "Contract for the Village Hall Promenade, Bidder’s Proposal" ("Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract Agreement and the Contractor’s Certification, in the form included in the bound Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Owner’s acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond.
No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this $\underline{27}^{th}$ day of $\underline{March}$, 20\underline{61}

ATTEST:

By: ____________________________
Title: ____________________________

ATTEST:

By: ____________________________
Title: ____________________________

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS
KNOW ALL MEN BY THESE PRESENTS, that we GREAT LAKES LANDSCAPE CO., INC.
434 E. Devon Elk Grove Village, IL 60007-1904

as Principal, hereinafter called the Principal, and Allegheny Casualty Company
One Newark Center, 20th Floor Newark, NJ 07102

as Surety, hereinafter called the Surety, are held and firmly bound unto
Village Of Lincolnwood
6900 N. Lincoln Avenue Lincolnwood, IL 60712

as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Amount Bid

Dollars ($ 10.00%)

WHEREAS, the Principal has submitted a bid for
VILLAGE HALL PROMENADE.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of March 2012

Janet Wallace
(Witness)

Kimberly F. Ferrante
(Title) VICE PRESIDENT

Allegheny Casualty Company
(Seal)

Patsy Collazo, Attorney-in-Fact

GREAT LAKES LANDSCAPE CO., INC.
(Principal)

Allegheny Casualty Company
(Surety)
POWER OF ATTORNEY
ALLEGHENY CASUALTY COMPANY
HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

KAREN DOHN, GARY W. PETRIE, PATSY COLLAZO, WILLIAM P. MAHER, CARL DOHN JR.
Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

(STATE OF Illinois)
(COUNTY OF Cook)

On this 12th day of March 2012 before me came Patsy Collazo, who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT ALLEGHENY CASUALTY COMPANY at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Jose M. Marquez, Jr.
NEW JERSEY
NOTARY PUBLIC

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 12th day of March, 2012.

Assistant Secretary
March 12, 2012

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

RE: Great Lakes Landscape Company, Inc.
Prequalification

To Whom It May Concern:

Allegheny Casualty Company has been handling the surety needs of Great Lakes Landscape Company, Inc. since September 30, 2008 and has given them a single project limit of $750,000 and an aggregate limit of $1,500,000 with an available bonding capacity as of this date at approximately $500,000. Allegheny Casualty Company has an A.M. Best Rating of A-V.

Great Lakes Landscape Company has a reputation for being of excellent character and does quality work.

The Producer for this account is William P. Maher of Dohn & Associates, and the phone number to reach him is 847-303-6800.

Should a bid be accepted and a contract awarded to Great Lakes Landscape Company, Inc., it is our present intention to become surety on the final bond, or bonds, which may be required guaranteeing performance of the contract or contracts.

You understand, of course, that any arrangement for the final bond, or bonds, is a matter between the contractor, and ourselves, and we assume no liability to third parties, or to you, if for any reason we do not execute said bond, or bonds.

ALLEGHENY CASUALTY COMPANY

[Signature]
William P. Maher
Attorney-in-Fact
March 8, 2012

Re: Village of Lincolnwood Village Hall Promenade bid

To Whom It May Concern,

I have read the insurance requirements set forth in the contract referenced above and will issue a certificate and endorse policies per the attached sample upon award of the contract to bidder.

Sincerely,

Jackie Brooks
ATTACHMENT A

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
**ACORD Certificate of Liability Insurance 437469**

**Producer**
Florists' Mutual Insurance Company
Hortica
#1 Horticultural Lane
PO Box 428
Edwardsville, IL 62025

**Insured**
Great Lakes Landscape Company Inc
434 East Devon
Elk Grove Village, IL 60007

**Coverages**
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

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<th>INSURER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
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**Cancellation**
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Authorized Representative**

**ACORD 25 (2009/01)**

The ACORD name and logo are registered marks of ACORD.
March 13, 2012

Mr. Manuel Castaneda  
Director of Public Works  
Village of Lincolnwood  
7001 North Lawndale Avenue  
Lincolnwood, Illinois 60712

Re: Village Hall Promenade  
Village of Lincolnwood  
Bid Recommendation & Bid Tabulation

Dear Mr. Castaneda:

The Village received seven bids on March 12, 2012 at 11:00 AM for the above referenced project. We have checked all bids and bid price extensions. The results are displayed on the enclosed bid tabulation. Four base bids were totaled incorrectly. The as read apparent low bid from Landmark Contractors ($537,868.18) was incorrect and their corrected base bid is $565,011.18. The as read base bid received from Great Lakes Landscape Company, Inc. was $560,687.00 and the corrected base bid total is $560,688.00. The other incorrect totals do not affect the overall bid process.

The corrected low base bid of $560,688.00 was received from Great Lakes Landscape Company, Inc. The engineer’s opinion of probable cost for the base bid was $545,279.32. We did not find any bidding irregularities in Great Lake’s schedule of prices that would affect the outcome of the project. Base bids ranged from $560,688 to $1,152,962.

Alternate bid #2 (for fire station pavement) ranged from $57,600 to $82,000 and alternate bid #4 (asphalt path connection in Proesel Park) ranged from $3,250 to $13,062. The total of reasonable base bid costs with Alternates #2 & #4 accepted range from $623,298 to $781,596. The engineers estimate for the base bid plus alternates #2 and #4 is $610,854.

Our office has not worked with Great Lakes Landscape Company on any prior projects. We called three references provided by Great Lakes. These projects were not exact in scope as our project but they did have similar components. All three references were generally positive towards the quality of work, responsiveness, communication and overall timeliness of the work provided by Great Lakes. In addition, Land Design Collaborative (LDC) has previously worked with Great Lakes on three projects. Jim Gamble with LDC had a very positive experience with Great Lakes on all three projects and found their work to be very good.

Based upon all the above, we believe that Great Lakes Landscape Company, Inc. will complete this project in general conformance with the plans, specifications and in a timely manner. We recommend award of the base bid, including Alternates #2 & #4, to Great Lakes Landscape Company, Inc. at the unit prices bid and an estimated total cost of $623,298.00.

Sincerely,

Gewalt Hamilton Associates, Inc.

Steven D. Berecz, P.E.  
Village Engineer

9232.395 Great Lakes Bid Recommendation
n to VB Agenda

Village of Lincolnwood

Village Hall Promenade Improvements Bid Tabultion
GHA Project #9232.395
3/12/2012 : 11:00AM Opening
Engineer's Estimate

Item # Description

Quantity Unit

Unit Price

Total

Great Lakes

Landmark Contractors

Schroeder & Schroeder

Schaefgas Brothers

Clauss Brothers

Alliance Contractors

Elk Grove, Illinois

Huntley, Illinois

Skokie, Illinois

Wheeling, Illinois

Streamwood, Illinois

Woodstock, Illinois

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

Continental Construction
Evanston, Illinois
Unit Price

Total

Demolition
1.

Sidewalk Removal

2.

Brick Paver Removal

15,000

SF

$1.50

$22,500.00

$1.00

$15,000.00

$1.65

$24,750.00

$2.00

$30,000.00

$1.75

$26,250.00

$2.15

$32,250.00

$5.00

$75,000.00

$3.00

15

SF

$2.00

$30.00

$2.00

$30.00

$8.00

$120.00

$5.00

$75.00

$13.00

$195.00

$55.00

$825.00

$10.00

$150.00

$30.00

3.

Tree and Stump Removal

4.

Chain Link Fence Removal

205

5.

Pavement Removal, 4"

350

6.

Curb Removal

7.

Tree Protection Fence

8.

Remove, Store & Reinstall Trash Receptacle

9.

Remove Sod

10.
11.
12.

Remove Shrubs in Planter

$45,000.00
$450.00

8

EA

$300.00

$2,400.00

$500.00

$4,000.00

$220.00

$1,760.00

$950.00

$7,600.00

$800.00

$6,400.00

$637.50

$5,100.00

$100.00

$800.00

$400.00

$3,200.00

LF

$5.00

$1,025.00

$10.00

$2,050.00

$12.60

$2,583.00

$5.00

$1,025.00

$2.50

$512.50

$16.75

$3,433.75

$1.00

$205.00

$2.00

$410.00

SY

$15.00

$5,250.00

$10.00

$3,500.00

$22.10

$7,735.00

$9.00

$3,150.00

$21.85

$7,647.50

$13.75

$4,812.50

$50.00

$17,500.00

$10.00

$3,500.00

550

LF

$5.00

$2,750.00

$7.00

$3,850.00

$15.00

$8,250.00

$3.00

$1,650.00

$7.13

$3,921.50

$6.25

$3,437.50

$25.00

$13,750.00

$10.00

$5,500.00

1,000

LF

$1.50

$1,500.00

$4.00

$4,000.00

$3.35

$3,350.00

$3.00

$3,000.00

$4.50

$4,500.00

$4.70

$4,700.00

$1.00

$1,000.00

$10.00

$10,000.00

1

EA

$1,000.00

$1,000.00

$500.00

$500.00

$150.00

$150.00

$500.00

$500.00

$500.00

$500.00

$1,020.00

$1,020.00

$500.00

$500.00

$400.00

$400.00

700

SY

$4.50

$3,150.00

$2.00

$1,400.00

$0.50

$350.00

$2.00

$1,400.00

$5.73

$4,011.00

$1.60

$1,120.00

$1.00

$700.00

$10.00

$7,000.00

Traffic Control & Protection Special

1

LS

$3,000.00

$3,000.00

$7,500.00

$7,500.00

$6,600.00

$6,600.00

$7,500.00

$7,500.00

$6,364.00

$6,364.00

$4,655.00

$4,655.00

$3,100.00

$3,100.00

$40,000.00

$40,000.00

Earth Excavation, Special

1

LS

$15,000.00

$15,000.00

$34,294.00

$34,294.00

$27,200.00

$27,200.00

$17,500.00

$17,500.00

$45,000.00

$45,000.00 $25,245.00

$25,245.00

$60,000.00

$60,000.00

$100,000.00

$100,000.00

150

SY

$9.00

$1,350.00

$3.00

$450.00

$12.00

$1,800.00

$6.00

$900.00

$10.00

$1,357.50

$3.95

$592.50

$10.00

Subtotal:

$58,955.00

$76,574.00

$84,648.00

$74,300.00

$1,500.00

$9.05

$106,801.50

$87,956.25

$173,297.50

$1,500.00
$216,960.00

Lighting
13.

Modify Existing Electrical Panel

14.

Underground Conduit, Galvanized Steel, 3/4" Dia.

15.

Underground Conduit, Galvanized Steel, 1" Dia.

16.

Electric Cable in Conduit, 600V (XLP-Type Use) 1/c No. 10

17.

Conduit Splice

18.

Unit Duct, 600V, 2-1C No.10, 1/C No.10 Ground, (XLP-Type Use), 3/4" Dia. Polyethylene

19.

Bollard Foundation

20.

Flood Light Foundation

21.

1

EA

$1,300.00

$1,300.00

$405.00

$405.00

$800.00

$800.00

$475.00

$475.00

$264.00

$264.00

$985.00

$985.00

$900.00

$900.00

$10,000.00

$10,000.00

250

FT

$7.50

$1,875.00

$7.85

$1,962.50

$7.00

$1,750.00

$12.20

$3,050.00

$9.50

$2,375.00

$10.25

$2,562.50

$7.50

$1,875.00

$100.00

$25,000.00

80

FT

$9.00

$720.00

$8.20

$656.00

$7.50

$600.00

$12.90

$1,032.00

$11.88

$950.40

$15.50

$1,240.00

$8.00

$640.00

$100.00

$8,000.00

1,100

FT

$1.80

$1,980.00

$0.65

$715.00

$1.00

$1,100.00

$3.90

$4,290.00

$1.18

$1,298.00

$1.15

$1,265.00

$0.90

$990.00

$100.00

$110,000.00

2

EA

$450.00

$900.00

$43.00

$86.00

$200.00

$400.00

$203.00

$406.00

$57.00

$114.00

$330.00

$660.00

$300.00

$600.00

$400.00

$800.00

1,350

FT

$10.00

$13,500.00

$5.65

$7,627.50

$5.00

$6,750.00

$9.50

$12,825.00

$7.09

$9,571.50

$6.15

$8,302.50

$5.00

$6,750.00

$40.00

$54,000.00
$17,600.00

88

FT

$100.00

$8,800.00

$140.50

$12,364.00

$90.00

$7,920.00

$163.80

$14,414.40

$120.39

$10,594.32

$148.20

$13,041.60

$100.00

$8,800.00

$200.00

2

EA

$350.00

$700.00

$486.00

$972.00

$350.00

$700.00

$266.00

$532.00

$242.00

$484.00

$777.50

$1,555.00

$350.00

$700.00

$2,000.00

$4,000.00

30" Bollard, Aluminum, 20 LED

23

EA

$1,200.00

$27,600.00

$1,272.00

$29,256.00

$1,800.00

$41,400.00

$1,642.00

$37,766.00

$1,643.40

$37,798.20

$1,311.00

$30,153.00

$1,830.00

$42,090.00

$2,000.00

$46,000.00

22.

36" Bollard, Aluminum, 20 LED

2

EA

$1,300.00

$2,600.00

$1,333.00

$2,666.00

$1,850.00

$3,700.00

$1,711.00

$3,422.00

$1,643.40

$3,286.80

$1,635.00

$3,270.00

$1,830.00

$3,660.00

$2,000.00

$4,000.00

23.

Flood Light, 60 LED

2

EA

$1,500.00

$3,000.00

$896.00

$1,792.00

$1,315.00

$2,630.00

$1,535.00

$3,070.00

$1,243.88

$2,487.76

$1,192.50

$2,385.00

$1,350.00

$2,700.00

$5,000.00

$10,000.00

Subtotal:

$62,975.00

$58,502.00

$67,750.00

$81,282.40

$69,223.98

$65,419.60

$69,705.00

$289,400.00

Utilities
24.

6" Corrugated Underdrain

25.

Underdrain Structures

215

LF

$25.00

$5,375.00

$15.00

$3,225.00

$19.00

$4,085.00

$25.00

$5,375.00

$30.00

$6,450.00

$27.60

$5,934.00

$40.50

$8,707.50

$50.00

2

EA

$500.00

$1,000.00

$200.00

$400.00

$265.00

$530.00

$250.00

$500.00

$200.00

$400.00

$662.50

$1,325.00

$1,000.00

$2,000.00

$10,000.00

26.

4" Conduit for Future Use

27.

6" Conduit for Future Use

200

LF

$35.00

28.

6" PVC SDR 21 Storm Sewer

190

LF

$50.00

29.

24" Diameter Catch Basin

4

EA

$1,000.00

30.

Inlet Filter Baskets

10

EA

$200.00

31.

Connection To Existing Manhole

$20,000.00

200

LF

$30.00

$6,000.00

$5.00

$1,000.00

$23.00

$4,600.00

$20.00

$4,000.00

$25.00

$5,000.00

$23.35

$4,670.00

$6.00

$1,200.00

$60.00

$12,000.00

$7,000.00

$6.00

$1,200.00

$24.00

$4,800.00

$21.00

$4,200.00

$30.00

$6,000.00

$25.55

$5,110.00

$9.50

$1,900.00

$60.00

$12,000.00

$9,500.00

$25.00

$4,750.00

$46.00

$8,740.00

$36.00

$6,840.00

$40.00

$7,600.00

$65.15

$12,378.50

$60.00

$11,400.00

$80.00

$15,200.00

$4,000.00

$1,000.00

$4,000.00

$1,070.77

$4,283.08

$1,300.00

$5,200.00

$3,000.00

$12,000.00

$1,102.50

$4,410.00

$1,400.00

$5,600.00

$2,000.00

$8,000.00

$2,000.00

$200.00

$2,000.00

$140.00

$1,400.00

$125.00

$1,250.00

$150.00

$1,500.00

$230.00

$2,300.00

$150.00

$1,500.00

$200.00

$2,000.00

1

EA

$300.00

$300.00

$500.00

$500.00

$615.00

$615.00

$1,500.00

$1,500.00

$850.00

$850.00

$2,210.00

$2,210.00

$500.00

$500.00

$1,000.00

Subtotal:

$35,175.00

$17,075.00

$29,053.08

$28,865.00

$39,800.00

$38,337.50

$32,807.50

$10,750.00

$1,000.00
$80,950.00

Hardscape
32.

PCC Sidewalk 5"

33.

Monolithic Sidewalk and Barrier Curb

5,800

SF

$6.00

$34,800.00

$5.00

$29,000.00

$5.95

$34,510.00

$7.50

$43,500.00

$5.00

$29,000.00

$7.90

$45,820.00

$7.15

$41,470.00

$6.00

420

SF

$8.00

$3,360.00

$8.00

$3,360.00

$7.95

$3,339.00

$10.00

$4,200.00

$15.00

$6,300.00

$23.90

$10,038.00

$10.00

$4,200.00

$20.00

34.

$34,800.00
$8,400.00

Bricks With Asphalt Bed & Conc. Underlayment

3,375

SF

$16.00

$54,000.00

$22.00

$74,250.00

$20.40

$68,850.00

$20.00

$67,500.00

$20.90

$70,537.50

$28.40

$95,850.00

$20.95

$70,706.25

$20.00

$67,500.00

35.

Bricks with Stone Underlayment

1,300

SF

$9.00

$11,700.00

$15.00

$19,500.00

$15.00

$19,500.00

$18.00

$23,400.00

$15.40

$20,020.00

$24.10

$31,330.00

$12.90

$16,770.00

$15.00

$19,500.00

36.

Concrete Bollards

19

EA

$600.00

$11,400.00

$730.00

$13,870.00

$960.00

$18,240.00

$950.00

$18,050.00

$350.00

$6,650.00

$1,016.85

$19,320.15

$1,200.00

$22,800.00

$500.00

$9,500.00

37.

Footing and Peirs for Stone Seating Wall

1

LS

$9,000.00

$9,000.00

$7,000.00

$7,000.00

$5,775.00

$5,775.00

$7,500.00

$7,500.00

$8,726.00

$8,726.00

$8,925.00

$8,925.00

$20,550.00

$20,550.00

$10,000.00

$10,000.00

38.

Asphalt Pavement, 4"

350

SY

$40.00

$14,000.00

$30.00

$10,500.00

$33.50

$11,725.00

$45.00

$15,750.00

$2.64

$924.00

$39.80

$13,930.00

$56.00

$19,600.00

$40.00

$14,000.00

39.

Aggregate Base Course, 10"

250

SY

$10.00

$2,500.00

$12.60

$3,150.00

$15.75

$3,937.50

$12.00

$3,000.00

$12.45

$3,112.50

$21.65

$5,412.50

$11.00

$2,750.00

$20.00

$5,000.00

40.

Barrier Curb

800

LF

$25.00

$20,000.00

$24.50

$19,600.00

$31.00

$24,800.00

$20.00

$16,000.00

$40.00

$32,000.00

$34.25

$27,400.00

$27.25

$21,800.00

$40.00

$32,000.00

41.

B6.12 Curb and Gutter

125

LF

$25.00

$3,125.00

$21.00

$2,625.00

$27.00

$3,375.00

$25.00

$3,125.00

$30.00

$3,750.00

$42.00

$5,250.00

$29.25

$3,656.25

$60.00

$7,500.00

42.

Paint Pavement Markings, Line 4"

1,200

LF

$1.00

$1,200.00

$0.40

$480.00

$1.69

$2,028.00

$2.00

$2,400.00

$1.50

$1,800.00

$1.025

$1,230.00

$1.69

$2,028.00

$10.00

$12,000.00

43.

Paint Pavement Markings, Letters & Symbols

44.

Supply and Install Planting Mix

5

SF

$10.00

$50.00

$11.00

$55.00

$5.40

$27.00

$50.00

$250.00

$80.00

$400.00

$131.00

$655.00

$5.40

$27.00

$60.00

$300.00

650

CY

$60.00

$39,000.00

$45.00

$29,250.00

$55.50

$36,075.00

$44.00

$28,600.00

$47.52

$30,888.00

$48.80

$31,720.00

$44.00

$28,600.00

$40.00

$26,000.00

45.

Trash Receptacle

3

EA

$1,500.00

$4,500.00

$1,330.00

$3,990.00

$1,455.00

$4,365.00

$1,350.00

$4,050.00

$800.00

$2,400.00

$1,480.00

$4,440.00

$1,850.00

$5,550.00

$500.00

$1,500.00

46.

Rock Garden Rocks

1

LS

$2,500.00

$2,500.00

$7,000.00

$7,000.00

$6,000.00

$6,000.00

$5,750.00

$5,750.00

$6,084.72

$6,084.72

$9,170.00

$9,170.00

$5,834.00

$5,834.00

$40,000.00

$40,000.00

9232.395 Bid Tabulation

Page 1


### Village of Lincolnwood

#### Clauss Brothers

**SCHAFFCO CONTRACTORS LTD.**

**Great Lakes Schroeder & Schroeder**

**Landmark Contractors Alliance**

**Continental Construction**

<table>
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<tr>
<th>Item #</th>
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**Total:** $286,535.00

**Subtotal:** $313,255.00

**Plantings**

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**Total:** $923,395.00
## Engineer's Estimate

**Great Lakes**

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**Landmark Contractors**

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**Schroeder & Schroeder**

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**Schweigels Brothers**

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**Clauss Brothers**

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**Alliance Contractors**

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**Continental Construction**

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### Base Bid Total

- **$1,265,525.50**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$545,279.32**

### Additional Items

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### Subtotal

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### Subtotal

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### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

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### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$9,000.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$3,000.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$1,500.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$89,200.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$38,888.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

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### Additional Items

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### Subtotal

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### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$4,500.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$2,250.00**

### Additional Items

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### Subtotal

- **$1,000.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$500.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

### Subtotal

- **$250.00**

### Additional Items

| Item | Description | Quantity | Unit | Unit Price | Total |

## Engineered Options

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #1 - Bollard Lighting

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #2 - Fire Station Pavement

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #3 - Donor Brick Pavers

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #4 - Connection Pathway in Park

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #5 - Site Amenities

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #6 - Extended Maintenance

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #7 - Additional Landscape

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #8 - Additional Maintenance

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #9 - Additional Landscape

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #10 - Additional Maintenance

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #11 - Additional Landscape

| Item | Description | Quantity | Unit | Unit Price | Total |

### Alt #12 - Additional Maintenance

| Item | Description | Quantity | Unit | Unit Price | Total |
CONTRACT BETWEEN

VILLAGE OF LINCOLNWOOD

AND

Great Lakes Landscape Company

FOR THE CONSTRUCTION OF

Village Hall Promenade Improvements
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<td>1.3 REQUIRED SUBMITTALS</td>
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<td>1.7 FINANCIAL ABILITY TO PERFORM</td>
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<td>1.8 TIME</td>
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<td>1.11 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY</td>
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<tr>
<td>1.12 SUBCONTRACTORS AND SUPPLIERS</td>
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<td>1.13 SIMULTANEOUS WORK BY OTHERS</td>
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<td>1.14 OCCUPANCY PRIOR TO FINAL PAYMENT</td>
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<td>2.2 DELAYS</td>
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CONTRACTOR'S CERTIFICATION
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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 Great Lakes Landscape Company, 434 E Devon Avenue Elk Grove Village, IL, a landscape contractor ("Contractor"), make this Contract as of the __________ day of ____________________, 2012, 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 C, 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 all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 **Technical Ability to Perform**

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

1.7 **Financial Ability to Perform**

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

1.8 **Time**

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

1.9 **Safety at the Work Site**

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

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

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

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

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

1.12 **Subcontractors and Suppliers**

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

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

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

1.14 **Occupancy Prior to Final Payment**

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

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

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

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

**ARTICLE II**

**CHANGES AND DELAYS**

2.1 **Changes**

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

2.2 Delays

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

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

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

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

ARTICLE V
PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.
C. **Work Entire.** This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

### 5.4 Final Acceptance and Final Payment

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

B. **Punch List and Final Acceptance.** The Work shall be finally accepted when, and only when, the whole and all parts thereof 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, Managers, 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:
Greetings to the Contractor,

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Manuel Castaneda, 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:

Great Lakes Landscape Company

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
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

By: ________________________________
    Timothy C. Wiberg, Village Manager

**ATTEST:**

**Great Lakes Landscape Company**

By: ________________________________

By: ________________________________

[NAME OF CONTRACTOR’S EXECUTING OFFICER]

[NAME OF CONTRACTOR’S EXECUTING OFFICER]
STATE OF ILLINOIS )
COUNTY OF __________ ) SS

CONTRACTOR'S CERTIFICATION

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

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this ______________ day of ____________, 200__.

ATTEST:

Great Lakes Landscape Company
By: ______________________   By: ______________________________
[INSERT NAME OF CONTRACTOR'S EXECUTING OFFICER]   [INSERT TITLE OF CONTRACTOR'S EXECUTING OFFICER]

Title: ______________________   Title: ______________________

Subscribed and Sworn to before me this ____ day of ____________, 200__.

____________________________   [SEAL]
Notary Public
ATTACHMENT A
SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. **Project:**

   Village Hall Promenade Improvements

2. **Work Site:**

   Village of Lincolnwood
   6900 N. Lincoln Avenue
   LINCOLNWOOD, IL, 60712

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

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

4. **Commencement Date:** (Choose One)

   - [ ] ____________ days following execution of the Contract by Owner
   - [ ] _______________, 20___

5. **Completion Date:**

-1-
ATTACHMENT A

- _____________ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

- __________________, 200__, 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
       
       $__________ 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:
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
[TO BE SUPPLIED BY OWNER]
# ATTACHMENT C

**LIST OF DRAWINGS**

[TO BE SUPPLIED BY OWNER]

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<th>SHEET NOS.</th>
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<th>DATE LAST REVISED</th>
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</table>

-1-
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 7:00 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

[TO BE SUPPLIED BY OWNER]
Request For Board Action

REferred To Board:  March 20, 2012

Agenda Item No:  4

Originating Department:  Public Works

Subject:  Approval of a Resolution Authorizing the Village President to Execute the Local Agency Agreement Initiated by the Illinois Department of Transportation for Construction Engineering for the Safe Routes to School Grant

Summary and Background of Subject Matter:
In 2008, the Village and Lincolnwood School District 74 applied for a joint Illinois Department of Transportation (IDOT) Safe Routes to School (SRTS) grant to improve safety and efficiency of traffic around the school campus.

The grant application included a school crossing guard program, educational materials for students and parents, portable and permanent speed display trailers, improvements to crosswalks and signage and traffic engineering improvements.  On December 3, 2009 the Village and School District 74 were notified that $248,905 was awarded in SRTS funding for the following projects:

<table>
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<tr>
<th>Project</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Equipment</td>
<td>$18,905</td>
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<tr>
<td>School Safety Program</td>
<td>$8,000</td>
</tr>
<tr>
<td>Traffic Engineering Improvements</td>
<td>$222,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$248,905</strong></td>
</tr>
</tbody>
</table>

To date, the police equipment and school safety program portions of the grant have been implemented ($26,905). The final component of the grant is the infrastructure improvements which include installing traffic calming measures such as bump outs at Pratt and East Prairie Road and Morse Avenue and East Prairie Road and new pavement markings. In addition, the traffic engineering component includes the installation of new and improved signage (school zone, speed limits, crosswalk, etc.) as well as bicycle racks.

The proposed project agreement establishes the guidelines for construction engineering. There is no matching requirement for the SRTS grant.
FINANCIAL IMPACT:
The IDOT SRTS grant does not require the Village or School District 74 to match funds. However, the Village engaged Grant Writing Consultants, LLC (GWC) to draft and submit the IDOT SRTS grant. The contract with GWC includes an additional service fee of 10% of the accumulated grant awards obtained by GWC, if the accumulated grant award exceeds $100,000 within any 12 month period.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Proposed Local Agency Agreement

RECOMMENDED MOTION:
Move to approve a Resolution authorizing the Village President to execute the Local Agency Agreement initiated by the Illinois Department of Transportation for construction engineering for the Safe Routes to School Grant.
VILLAGE OF LINCOLNWOOD

RESOLUTION NO. 2012- _____________

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION REGARDING A SAFE ROUTES TO SCHOOL GRANT TO THE VILLAGE

WHEREAS, the Village has applied for, and received, a grant from the Illinois Department of Transportation ("IDOT"), through its Safe Routes to School program, for implementation of engineering and educational initiatives to improve the safety and efficiency of traffic around the Lincolnwood school campus ("Grant"); and

WHEREAS, in order to receive the Grant, the Village must enter into an intergovernmental agreement with IDOT ("Agreement"); 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 enter into the Agreement with IDOT;

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 AGREEMENT. The Agreement by and between the Village and IDOT shall be, and is hereby, approved in substantially the form attached to this Resolution as Exhibit A.

SECTION 3. EXECUTION OF AGREEMENT. The Village Administrator and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Agreement and all necessary documentation related thereto.

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

[SIGNATURE PAGE FOLLOWS]
PASSED this ___ day of ________________, 2012.

AYES: ______

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of ____________, 2012.

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

ATTESTED and FILED in my office this
_____ day of __________, 2012

___________________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
THIS AGREEMENT is made and entered into this ______ day of ____________, 2020, between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer
Resident Construction Supervisor
In Responsible Charge
Contractor

Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
A full time LA employee authorized to administer inherently governmental PROJECT activities
Company or Companies to which the construction contract was awarded

<table>
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<th>Name</th>
<th>Route</th>
<th>Length</th>
<th>Structure No.</th>
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<tbody>
<tr>
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<td>Various</td>
<td>n/a</td>
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</tbody>
</table>

Description: Traffic Calming to include reconstructing the intersections to provide bump outs, new pavement markings, and signage as a traffic calming measure. Signage to include new signs at current and new locations at Lincoln Hall Middle School, Rutledge Hall Elementary School and Todd Hall Elementary School.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinafter described and checked below:

   a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   c. For soils, to obtain samples and perform testing as noted below.

   d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR “Project Procedures Guide”, or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR “Manual of Test Procedures for Materials”, submit STATE BMPR inspection reports; and verify compliance with contract specifications.
e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR “Project Procedures Guide” and the policies of the STATE.

f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

h. Geometric control including all construction staking and construction layouts.

i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

j. Measurement and computation of pay items.

k. Maintain a daily record of the contractor’s activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.

m. Revision of contract drawings to reflect as built conditions.

n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER’s progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER’s work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER’s work and correction of any errors, omissions or ambiguities due to the ENGINEER’S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER’s error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

10. The undersigned certifies neither the ENGINEER nor I have:

   a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

☐ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF = Fixed Fee
SBO = Services by Others

Total Compensation = DL + IHDC + OH + FF + SBO

Specific Rate
☐ (Pay per element)

Lump Sum
☐
5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1996 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER’s subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during this AGREEMENT period and for three years from the date of final payment under this AGREEMENT; for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER’s possession and any such loss or damage shall be restored at the ENGINEER’s expense.

4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER’s last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER’s actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.

5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
   (A) abide by the terms of the statement; and
   (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.
## Agreement Summary

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<th>Prime Consultant:</th>
<th>TIN Number: 36-3426053</th>
<th>Agreement Amount: $10,753.71</th>
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<td>Testing Service Corporation</td>
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<td>Total for all Work:</td>
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**Executed by the LA:**

**ATTEST:**

**By:**

Village Clerk

(SEAL)

---

**Village of Lincolnwood**

(Municipality/Township/County)

**By:**

**Title:** Village President

---

**Executed by the ENGINEER:**

**ATTEST:**

**By:**

Title: Secretary

---

**Gewalt Hamilton Associates, Inc.**

**By:**

**Title:** President
## Exhibit A - Preliminary Engineering

### Cost Estimate of Consultant’s Services in Dollars

<table>
<thead>
<tr>
<th>Element of Work</th>
<th>Employee Classification</th>
<th>Man-Hours</th>
<th>Payroll Rate</th>
<th>Payroll Costs</th>
<th>Overhead*</th>
<th>Services by Others</th>
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Prime Consultant

Name: Gewalt Hamilton Associates
Address: 850 Forest Edge Dr, 60061
Telephone: 847-478-9700
TIN Number: 36-3424053

Project Information

Local Agency: Lincolnwood
Section Number: 10-00055-00-SP
Project Number: SRTS-4009(065)
Job Number: C-40-013-10

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

<table>
<thead>
<tr>
<th>Sub-Consultant Name</th>
<th>TIN Number</th>
<th>Actual Payment from Prime</th>
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</thead>
<tbody>
<tr>
<td>Testing Service Corporation</td>
<td>35-0937582</td>
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</tr>
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</table>

Sub-Consultant Total: 
Prime Consultant Total: 
Total for all Work Completed: 

Signature and title of Prime Consultant: [Signature]
Date: 3/2/12

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.
Village of Lincolnwood
Off-system; Traffic Calming: Pratt/East Prairie Intersection and Morse/East Prairie Intersection; Signage: Lincoln Hall Middle School, Rutledge Hall Elementary School, Todd Hall Elementary School
Construction Engineering Services Agreement for Federal Participation
Section #10-00055-00-SP
Project # SRTS-4009(065)
Job # C-40-013-10
Cook County

Direct Cost Estimate

Estimated Expenses:

Vehicle Expense Estimated at:

750 miles at $0.50/mile = $375.00

Direct Cost Estimate Total = $375.00
Village of Lincolnwood
Off-system; Traffic Calming: Pratt/East Prairie Intersection and Morse/East Prairie Intersection; Signage: Lincoln Hall Middle School, Rutledge Hall Elementary School,
Todd Hall Elementary School
Construction Engineering Services Agreement for Federal Participation
Section #10-00055-00-SP
Project # SRTS-4009(065)
Job # C-40-013-10
Cook County

Hourly Rate Range Exhibit

<table>
<thead>
<tr>
<th>Classification</th>
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<th>To</th>
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January 9, 2012

Mr. Steven Berecz
Gewalt Hamilton Associates, Inc.
850 Forest Edge Drive
Vernon Hills, Illinois 60061

RE: P.N. 48,269
Construction Material Engineering
Safe Route To Schools
Section 10-00055-00-SP
Lincolnwood, Illinois

Dear Mr. Berecz:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Gewalt Hamilton Associates, Inc.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
  - Observe proof-rolling operations.
  - Recommend amount of undercut using IDOT cone penetrometer procedure.
  - Perform in-place density tests on engineered fill/backfill and granular base course
  - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
  - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
  - Pickup samples in the field for laboratory tests.

- **Bituminous Concrete Batch Plant Quality Control Services**
  - Daily hot bin and extraction analysis.
  - Sampling and testing of stockpile materials.
  - Check and adjust mixing formulas, as necessary.
  - Check temperatures of bitumen, drum and final mix.
  - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
  - Other tests as required by current IDOT procedures guide.

- **Portland Cement Concrete Batch Plant Quality Control Services**
  - Verify that current IDOT mix design is being used.
  - Check moisture content of fine aggregate.
  - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
  - Check the slump, air and temperature of final mix.
  - Other tests, as required by current IDOT procedure guide.

- **Laboratory**
  - Perform laboratory compaction curve for each soil type used.
  - Determine density and thickness for core samples submitted by contractor.
  - Aggregate gradation and soundness analysis.
  - Perform compressive and flexural strength tests for concrete cylinders and beams.
  - Other tests, as required.

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing
TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Four Thousand Two Hundred Eleven Dollars ($4,211.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Gewalt Hamilton Associates, Inc. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2012.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

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.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Steven Berecz
Gewalt Hamilton Associates, Inc.
850 Forest Edge Drive
Vernon Hills, Illinois 60061
Tel: (847) 478-9700
Fax: (847) 478-9701
email: sberecz@gha-engineers.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.
Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION

Jeffrey R. Schmitz, P.E.
Project Manager

JRS:sa

Enc:  General Conditions
      Project Data Sheet

Approved and accepted for Gewalt Hamilton by:

[Signature]

(NAME)

[Signature]

(TITLE)

3/2/12

(DATE)
SCHEDULE OF CHARGES

ITEM I   FIELD SERVICES

A. Material Tester I Per Hour: $109.50
B. Material Tester II Per Hour: $112.50
C. IDOT QC/QA Level III BIT or PCC Per Hour: $112.50

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday. Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

D. Transportation, Light Vehicle Per Mile: $0.60
E. Use of Nuclear Moisture/Density Gauge Per Day: $35.00
F. Pickup Concrete Test Samples Per Trip: $60.00

ITEM II   LABORATORY SERVICES

A. Soils

1. Compaction Curve to establish the maximum dry unit weight and optimum water content
   a. Modified (AASHTO T180, ASTM D1557) Each: $175.00
   b. Standard (AASHTO T99, ASTM D698) Each: $165.00
   c. Add for Methods B, C, or D Each: $15.00

2. Thin-Walled Tube Samples
   a. Combined Water Content & Dry Unit Weight Determination Each: $15.00
   b. Unconfined Compressive Strength Each: $12.00

B. Portland Cement Concrete/Aggregates

1. Concrete Test Cylinders (6"x12")
   a. Compressive Strength Each: $16.25
   b. Spares/Handling Charge Each: $16.25
   c. Trim End of Specimen When Necessary Each: $20.00
2. Concrete Test Cylinders (4"x8")
   a. Compressive Strength  
   b. Spares/Handling Charge  
   c. Trim End of Specimen When Necessary  
      Each: $15.50  
      Each: $15.50  
      Each: $20.00

3. Sieve Analysis
   a. Unwashed  
   b. Washed  
      Each: $88.50  
      Each: $85.00

C. Bituminous Concrete

1. Extraction Analysis
   a. Unwashed  
   b. Washed  
      Each: $185.00  
      Each: $205.00

2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test  
      Set of Two $185.00

3. Theoretical Maximum Specific Gravity of Paving Mixture  
      Each: $90.00

4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:  
      Each: $650.00

5. Determining Asphalt Content by Ignition Oven:  
      Each: $100.00

6. Determining Asphalt Content by Ignition Oven and Washed Gradation:  
      Each: $175.00  
      Each: $40.00

7. Bulk Density of Core Specimens

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal  
   Per Hour: $170.00

B. Registered Professional Engineer  
   Per Hour: $130.00

C. Graduate Civil Engineer  
   Per Hour: $110.00

D. Transportation
   1. Light Vehicle  
   2. Public Transportation  
      Per Mile: $0.60  
      Cost + 10%

The above rates are valid through December 31, 2012.
ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Gewalt Hamilton Associates, Inc. and the Illinois Department of Transportation’s Project Procedures Guide. At the time this estimate was prepared the contractor’s schedule was not available. The unit prices used below are based on our current cost structure.

### Earth Excavation/Aggregate Base Course/Trench Backfill

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEMS</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Material Tester II</td>
<td>Hour</td>
<td>4.0</td>
<td>112.50</td>
<td>$ 450.00</td>
</tr>
<tr>
<td>2</td>
<td>Travel, Material Tester II</td>
<td>Hour</td>
<td></td>
<td>112.50</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>3</td>
<td>Travel, Light Vehicle</td>
<td>Mile</td>
<td>60</td>
<td>0.60</td>
<td>$ 36.00</td>
</tr>
<tr>
<td>4</td>
<td>Nuclear Moisture Density Gauge</td>
<td>Day</td>
<td>1</td>
<td>35.00</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>5</td>
<td>Soil, Water Content and Dry Unit Weight Determination</td>
<td>Each</td>
<td></td>
<td>15.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>6</td>
<td>Laboratory Compaction Curve (Standard)</td>
<td>Each</td>
<td>1</td>
<td>165.00</td>
<td>$ 165.00</td>
</tr>
<tr>
<td>7</td>
<td>Sieve Analysis, Unwashed</td>
<td>Each</td>
<td></td>
<td>68.50</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**Sub-Total:** $ 686.00

**Estimate Basis:** One site visit to monitor the compaction of the Type A Aggregate Base Course.

### Portland Cement Concrete/Plant

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEMS</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Material Tester II</td>
<td>Hour</td>
<td></td>
<td>112.50</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>2</td>
<td>Travel, Material Tester II</td>
<td>Hour</td>
<td></td>
<td>112.50</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>3</td>
<td>Travel, Light Vehicle</td>
<td>Mile</td>
<td></td>
<td>0.60</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>4</td>
<td>Pickup Test Samples</td>
<td>Each</td>
<td></td>
<td>60.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>5</td>
<td>Concrete Test Cylinders (6&quot;x 12&quot;)</td>
<td>Each</td>
<td></td>
<td>16.25</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>6</td>
<td>Concrete Test Cylinders (4&quot;x 8&quot;)</td>
<td>Each</td>
<td></td>
<td>15.50</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>7</td>
<td>Sieve Analysis, Unwashed</td>
<td>Each</td>
<td></td>
<td>68.50</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>8</td>
<td>Sieve Analysis with #200 Wash</td>
<td>Each</td>
<td></td>
<td>85.00</td>
<td>$ 0.00</td>
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<tr>
<td>9</td>
<td>Density of Core Sample</td>
<td>Each</td>
<td></td>
<td>40.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**Sub-Total:** $ 0.00

**Estimate Basis:**
### Portland Cement Concrete/Field

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEMS</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Material Tester I</td>
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<td>16.0</td>
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</tr>
<tr>
<td>3</td>
<td>Travel, Light Vehicle</td>
<td>Mile</td>
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<td>0.80</td>
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</tr>
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<td>4</td>
<td>Pickup Test Samples</td>
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<td>4</td>
<td>60.00</td>
<td>$ 240.00</td>
</tr>
<tr>
<td>5</td>
<td>Concrete Test Cylinders (6&quot;x 12&quot;)</td>
<td>Each</td>
<td>16</td>
<td>16.25</td>
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<tr>
<td>6</td>
<td>Concrete Test Cylinders (4&quot;x 8&quot;)</td>
<td>Each</td>
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<td>15.50</td>
<td>$ 0.00</td>
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<tr>
<td>7</td>
<td>Sieve Analysis, Unwashed</td>
<td>Each</td>
<td></td>
<td>68.50</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

Sub-Total: **$ 2,396.00**

*Estimate Basis: Four site visits to test and sample concrete placed for base course, sidewalks, combination curb and gutter and colored sidewalks.*

### Bituminous Concrete/Plant

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEMS</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Material Tester II</td>
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<td>112.50</td>
<td>$ 0.00</td>
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<tr>
<td>2</td>
<td>Travel, Material Tester II</td>
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<td></td>
<td>112.50</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>3</td>
<td>Travel, Light Vehicle</td>
<td>Mile</td>
<td></td>
<td>0.60</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>4</td>
<td>Pickup Test Samples</td>
<td>Each</td>
<td></td>
<td>60.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>5</td>
<td>Nuclear Moisture Density Gauge</td>
<td>Day</td>
<td></td>
<td>35.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>6</td>
<td>Bituminous Concrete Extraction Analysis</td>
<td>Each</td>
<td></td>
<td>185.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>7</td>
<td>Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test</td>
<td>Set of Two</td>
<td></td>
<td>185.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>8</td>
<td>Theoretical Maximum Specific Gravity of Paving Mixture</td>
<td>Each</td>
<td></td>
<td>90.00</td>
<td>$ 0.00</td>
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</table>

Sub-Total: **$ 0.00**

*Estimate Basis:*
### Bituminous Concrete/Field

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEMS</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>1</td>
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<tr>
<td>3</td>
<td>Travel, Light Vehicle</td>
<td>Mile</td>
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<td>0.60</td>
<td>$36.00</td>
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<tr>
<td>4</td>
<td>Pickup Test Samples</td>
<td>Each</td>
<td></td>
<td>60.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Nuclear Moisture Density Gauge</td>
<td>Day</td>
<td>1</td>
<td>35.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>6</td>
<td>Bituminous Concrete Extraction Analysis</td>
<td>Each</td>
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<td>185.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test</td>
<td>Set of Two</td>
<td></td>
<td>185.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>8</td>
<td>Density of Core Sample</td>
<td>Each</td>
<td>5</td>
<td>40.00</td>
<td>$200.00</td>
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Sub-Total: $709.00

**Estimate Basis:** One site visit to monitor the compaction of the bituminous N50 surface course.

### Project Coordination & Report Preparation

<table>
<thead>
<tr>
<th>Item No.</th>
<th>ITEMS</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>110.00</td>
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<tr>
<td>2</td>
<td>QA Manager</td>
<td>Hour</td>
<td>2</td>
<td>100.00</td>
<td>$200.00</td>
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</table>

Sub-Total: $420.00

**Estimated Total:** $4,211.00

**RECOMMENDED BUDGET:** $4,211.00
1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case that "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client accepts sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purposes. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than these duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom Client transmits any report prepared by TSC. TSC shall be entitled to rely on those representations as true. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

2. SCHEDULE OF SERVICES: The services set forth in the Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the request or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, TSC agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall have reasonable access to the site and all other areas necessary to the performance of the services. TSC shall not be responsible for the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C.§ 6901, et seq., as amended ("RCRA") or by any state or federal statute or regulation. The event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all foundations and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been completed and unless TSC's recommendations have been followed. TSC's services shall not include determining or implementing the methods, means, techniques, or procedures of work done by others or by its employees who are being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform shall not in any way operate as or be deemed to be a contractor from the performance of its work to accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-contractors pursuant to this Agreement for the purpose of making designs or forth in TSC's proposal in full for its services. TSC and, if applicable, its sub-contractor, retain all copyright and ownership interests in the reports, boring logs, maps, files, data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. The event of termination of TSC's services, TSC will use its best efforts to provide Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of the TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid within fifteen (15) days from the invoice date. Should TSC remain unpaid for any reason, Client agrees to pay TSC's attorneys' fees, interest, or any legal fees, or otherwise arising, from personal injury, including death, property damage, including loss of use thereof, in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event that TSC and Client are then negligent or at fault, then any liability shall be apportioned between them pursuant to their respective share of negligence or fault. TSC and Client further agree that their liability to any第三方 shall be to the extent permitted by law, and then only to the extent of any act, omissions or negligence on the part of any party or agent of TSC or Client.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession, in performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is the total amount of the fees paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event the Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually charged by TSC for services performed on the project at time of completion), the limit on damages shall be increased to $500,000 or the amount of TSC's fees, whichever is greater. This change is not to be construed as being a charge for insurance of any type, but is in consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from and against claims, demands, liabilities, suits, causes of action, judgments, court costs, reasonable attorney's fees, interest, or any legal fees, or otherwise arising, from personal injury, including death, property damage, including loss of use thereof, in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event that TSC and Client are then negligent or at fault, then any liability shall be apportioned between them pursuant to their respective share of negligence or fault. TSC and Client further agree that their liability to any第三方 shall be to the extent permitted by law, and then only to the extent of any act, omissions or negligence on the part of any party or agent of TSC or Client. The indemnities provided herein shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement, Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employees, except in any party to an occurrence accident as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or permitting assignment of disputes or controversies out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to litigate any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly provided for by this Agreement prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to this Agreement, the parties agree to first try good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, suit or other legal proceeding. The parties agree to hereby arbitrate any such dispute. The Final Paragraph hereof is for convenience only and shall not be construed as limiting the provisions contained in these General Conditions.
Project Data Sheet

General Information:

Project Name:
Project Address:
City / State / Zip:
Project Manager:
Telephone:
Fax:
Site Contact:
Telephone:
Fax:

Send Invoice To:

Purchase Order No:
Attention:
Company:
Address:
City / State / Zip:
Telephone:
Fax:

Important Notes:

Completed By:

Signature:
Name:
Date:

Distribute Reports as Follows:

Name:
Company:
Address:
City / State / Zip:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
Telephone:
Fax:
Request For Board Action

REFERRED TO BOARD: March 20, 2012
AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution Awarding a Bid for the Purchase and Installation of Sports Field Lighting in the Amount of $147,999

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
During the Fiscal Year 2011/2012 budget workshop a presentation was made to the Village Board regarding the installation of sports field lighting for field #2 within Proesel Park. The concept was introduced in an effort to expand current programming opportunities by extending the length of play on field #2. Funding for this project would be financed over five years with the Lincolnwood Baseball Association Board committing to one-third of the cost, not to exceed $10,000 per year over a five year period. The Village Board directed staff to budget funds accordingly.

During the Winter of 2011 staff engaged Robinson Engineering to aide in developing the specifications. On February 20, 2012 the Village requested bids for the purchase and installation of sports field lighting for Proesel Park field #2. Bid notices were posted in the Dodge Report and in the Pioneer Press. Specifications were sent to six vendors. On February, 24, 2012 a mandatory pre-bid meeting was held. Five general contractors were in attendance. On March 6, 2012 the Village received three bids. Adlite Electric Company Inc. was the low bidder at $139,799 (base bid). A detailed breakdown of the 2012 bid results can be found below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Total Excluding Alternate</th>
<th>Total with Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adlite Electric Co., Inc.</td>
<td>Des Plaines, IL</td>
<td>$139,799</td>
<td>$147,999</td>
</tr>
<tr>
<td>Lyons Electric Company, Inc.</td>
<td>LaGrange, IL</td>
<td>$157,800</td>
<td>$169,500</td>
</tr>
<tr>
<td>Utility Dynamics Corporation</td>
<td>Oswego, IL</td>
<td>$169,133</td>
<td>$176,533</td>
</tr>
</tbody>
</table>

Robinson Engineering has checked the references of Adlite Electric Company Inc. all of which confirm that they provide quality service in a timely manner, making them the lowest responsible bidder.

Included within the specifications was an alternate to provide a unit price for a 25 year maintenance warranty along with a control link system that would allow staff to wirelessly control the lighting system. It will also allow for the existing lighting on field #3 to be added to the system in the future.
The price for the alternate is $8,200. Staff recommends accepting the bid with the alternate included. The bid with the alternate included is $12,501 under the pre-bid estimate.

**FINANCIAL IMPACT:**
$32,100 is budgeted in the fiscal year 2011/2012 Parks Maintenance Budget for the year one payment for sports field lighting for field #2.

**DOCUMENTS ATTACHED:**
1. Proposed Resolution
2. Engineer’s Recommendation
3. Bid Proposal
4. Agreement
5. Letter from the Lincolnwood Baseball Association Board

**RECOMMENDED MOTION:**
Move to approve a Resolution approving the award of the purchase and installation of sports field lighting to Adlite Electric Co., Inc. of Des Plaines, IL in the amount of $147,999.
RESOLUTION NO. R2012-______

A RESOLUTION APPROVING THE AWARD
OF THE PURCHASE AND INSTALLATION OF SPORTS FIELD LIGHTING TO
ADLITE ELECTRIC COMPANY, INC. OF DES PLAINES, IL IN THE AMOUNT OF
$147,999

WHEREAS, the Village sought bids for the award of the installation of sports field lighting ("Contract"), for field #2 in Proesel Park; and

WHEREAS, Adlite Electric Company Inc. of Des Plaines, IL ("Adlite"), was the low responsible bidder of the firms that submitted bid packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Adlite 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 Adlite 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 Adlite; 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]
PASSED this ___ day of ______________, 20__. 

AYES: ______

NAYS: ______

ABSENT: ___

ABSTENTION: ______

APPROVED by me this _____ day of ____________, 20__. 

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

ATTESTED and FILED in my office this 
_____ day of _________, 20__

____________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
EXHIBIT A

CONTRACT
March 12, 2012

REL Project 12-207

Honorable Mayor and Board of Trustees
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL, 60712

RE: Proesel Park Field #2 Sports Lighting Bid Tabulation

Dear Mayor and Village Board:

We have reviewed the bids received at the March 6, 2012 advertised bid opening for the subject project. The bids were correct and in order, and are as follows:

- Adlite Electric Co., Inc. $139,799.00
- Lyons Electric Company, Inc. $157,800.00
- Utility Dynamics Corporation $169,133.00

This project included an alternate bid item for 25 years of maintenance including a wireless, web based control system. The bids with alternates are as follows:

- Adlite Electric Co., Inc. $147,999.00
- Lyons Electric Company, Inc. $169,500.00
- Utility Dynamics Corporation $176,533.00

The extra cost for the maintenance and control system for the low bidder is $8,200.00. We have estimated that the payback period for this extra is 6.5 years, making the 25 year maintenance well worth the cost.

Therefore, we recommend awarding the contract, including the alternate, to the low bidder, Adlite Electric Co., Inc. in the amount of One Hundred Forty Seven Thousand, Nine Hundred, Ninety Nine Dollars and No Cents ($147,999.00).

Very truly yours,

ROBINSON ENGINEERING, LTD.

David W. Shilling, PE
Project Engineer

DWS/pc
# Tabulation of Bids

**Location and brief description**
- Village of Lincolnwood
- Proact Park Field #2 Lighting

**Bid Letting**
- Date: 4/9/74
- Time: Appropriated
- Estimate: 159,500.00

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EXPLORATION TRENCH, SPECIAL</td>
<td>FOOT</td>
<td>100</td>
<td>25.00</td>
<td>2500.00</td>
</tr>
<tr>
<td>2</td>
<td>ELECTRIC UTILITY SERVICE CONNECTION (ComEd)</td>
<td>L SUM</td>
<td>1</td>
<td>600.00</td>
<td>6000.00</td>
</tr>
<tr>
<td>3</td>
<td>SECURITY FLOOD LIGHTS</td>
<td>EACH</td>
<td>2</td>
<td>500.00</td>
<td>1000.00</td>
</tr>
<tr>
<td>4</td>
<td>COMPLETE SPORTS LIGHTING SYSTEM</td>
<td>L SUM</td>
<td>1</td>
<td>110,000.00</td>
<td>110,000.00</td>
</tr>
<tr>
<td>5</td>
<td>ALTERNATE, ADDITION OF CONTROL LINK SYSTEM AND 25 YEAR MAINTENANCE</td>
<td>L SUM</td>
<td>1</td>
<td>40,000.00</td>
<td>40,000.00</td>
</tr>
</tbody>
</table>

**LOW BIDDER**

<table>
<thead>
<tr>
<th>Unit Price</th>
<th>Total BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Price</td>
<td>Total BID</td>
</tr>
<tr>
<td>Unit Price</td>
<td>Total BID</td>
</tr>
</tbody>
</table>

- Adlrite Electric Co., Inc.
- Lyons Electric Company, Inc.
- Utility Dynamics Corporation

$159,500.00
$147,999.00
$169,500.00
$176,533.00 (1A)
VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE CONSTRUCTION OF

Proesel Park Field #2 Sports Lighting

BIDDER'S PROPOSAL

Full Name of Bidder ("Bidder") Adlite Electric Co., Inc.

Principal Office Address 1355 E. Golf Road
Des Plaines IL 60016

Local Office Address

Contact Person Tom Schiro Telephone (847) 296-2333

TO: Village of Lincolnwood ("Owner")
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Ashley Engelmann

Bidder acknowledges and agrees that all capitalized terms in this Bidder's Proposal shall have the meaning given to them in the Bidding Documents and the Contract.

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 Bid Package, including Addenda Nos. [if none, write "NONE"], which are securely stapled to the end of this Bidder's Proposal.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package ("Work Site") and in the manner described and specified in this Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the Proesel Park Field #2 Sports Lighting, together with related attachments, equipment and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in this 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 Bidder will perform the Work in the manner and time prescribed in this Bid Package and according to the requirements of Owner pursuant thereto.

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

2. **Contract Price Proposal**

If this Bidder’s Proposal is accepted, Bidder will, except as otherwise provided in Article II of the General Conditions of Contract included in this Bid Package, take in full payment for the Work and all other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; compensation to all Subcontractors and Suppliers; and such risks and changes in the Work as Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price, the compensation set forth on the following “Schedule of Prices” (“Price Proposal”), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract Documents:

-2-
**PROPOSAL**

**SCHEDULE OF PRICES**

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

A. **UNIT PRICES**

**COMPLETE TABLE AS INDICATED**

<table>
<thead>
<tr>
<th>Unit Price Item</th>
<th>Unit</th>
<th>Number of Units</th>
<th>Price Per Unit</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPLORATION TRENCH, SPECIAL</td>
<td>FOOT</td>
<td>100</td>
<td>$4.50 per ft</td>
<td>450.00</td>
</tr>
<tr>
<td>ELECTRIC UTILITY SERVICE CONNECTION (ComEd)</td>
<td>L SUM</td>
<td>1</td>
<td>$6,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>SECURITY FLOOD LIGHTS</td>
<td>EACH</td>
<td>2</td>
<td>580.00</td>
<td>1,160.00</td>
</tr>
<tr>
<td>COMPLETE SPORTS LIGHTING SYSTEM</td>
<td>L SUM</td>
<td>1</td>
<td>132,189.00</td>
<td>132,189.00</td>
</tr>
<tr>
<td>ALTERNATE: ADDITION OF CONTROL LINK SYSTEM AND 25 YEAR MAINTENANCE</td>
<td>L SUM</td>
<td>1</td>
<td>8,200.00</td>
<td>8,200.00</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACT PRICE (the sum of the extensions, EXCLUDING ALTERNATE):**

ONE HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED NINETY NINE

Dollars and ____________________________ Cents (in writing)

Dollars and ____________________________ Cents (in figures)

$ 139,799.00
PROPOSAL

SCHEDULE OF PRICES (CONT.)

** NOT APPLICABLE **

If there is a "Last Minute" change in a price for an item in this Schedule of Prices, Bidder may utilize the item below to avoid changing the tabulated extension of the affected Unit Price Item and resulting Contract Price Total. The amount, if any, shown in the item below shall be added or deducted to the Total Contract Price for the Work, as indicated by Bidder by placing an "X" in the applicable box or boxes below. **Any Bidder's Proposal that fails to indicate whether the amount or amounts shown are to be added to or deducted from the Contract Price Total for such Unit Price Item may be rejected or may be interpreted as a "deduct."**

We will □ADD $ _______________________

or

□DEDUCT $ _______________________

for [INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR THE CHANGE]

We will □ADD $ _______________________

or

□DEDUCT $ _______________________

for [INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR THE CHANGE]

We will □ADD $ _______________________

or

□DEDUCT $ _______________________

for [INSERT DESCRIPTION OF THE UNIT PRICE ITEM NO. AND/OR BASIS FOR CHANGE]

NOTE: THE AMOUNT OR AMOUNTS SHOWN TO BE ADDED TO OR DEDUCTED FROM THE CONTRACT PRICE TOTAL FOR SUCH UNIT PRICE ITEM (I) SHALL NOT BE UTILIZED AS AN ALTERNATE TO SUPPLYING A SEPARATE REQUESTED PRICE FOR EACH AND EVERY ITEM NAMED IN THE BIDDER'S PROPOSAL FORM AND (II) SHALL BE BASED ON UNIT PRICE ITEMS THAT FULLY COMPLY, WITHOUT EXCEPTION, TO THE SPECIFICATIONS INCLUDED IN THIS BID PACKAGE AND ALL OTHER REQUIREMENTS OF THE CONTRACT.
PROPOSAL

SCHEDULE OF PRICES (CONT.)

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 Engineer's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;

3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;

4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

5. 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

6. 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 such risks, changes, and Subcontractor or Supplier claims, or 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 immediately upon execution by Owner of the Contract Agreement ("Commencement Date") and will perform the Work diligently and continuously and will complete the Work by the dates specified in the SPECIAL PROVISIONS.

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 12 and 16 of the General Instructions to Bidders.

5. **Bidder Representations**

   A. **No Collusion.** Bidder warrants and represents that the only Persons interested in this Bidder’s Proposal as principals are those named in the Bidder’s Sworn Acknowledgment attached hereto and that this Bidder’s Proposal is made without collusion with any other Person.

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

   C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the Most Favorable Bidders, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

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

6. **Surety and Insurance**  **See Attached Certificate of Insurance**

   Bidder herewith tenders surety and insurance commitment letters as specified in Section 7 of the Invitation for Bidder’s Proposals included in this Bid Package.

7. **Bid Security**

   Bidder herewith tenders a Cashier’s Check, Certified Check, or Bid Bond as specified in Section 7 of the Invitation for Bidder’s Proposals included in this Bid Package for
ADDENDA TO BID PACKAGE

Each Bidder shall securely staple to this page any and all Addenda issued prior to the opening of Bidder’s Proposals. Each Bidder shall also list all such Addenda in the place provided therefor in the Bidder’s Proposal form.

If Bidder received no Addenda, Bidder shall so indicate by placing an “X” in the box below:

[X] No Addenda Received
the sum of  **Ten Percent of Amount Bid**  dollars ($  ),
which is equal to at least ten percent of Bidder’s Price Proposal (“**Bid Security**”).

8. **Owner’s Remedies**

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

9. **Owner’s Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder’s Proposals, reserves the right to accept or reject any item of any Bidder’s Proposal and reserves such other rights as are set forth in Section 16 of the General Instructions to Bidders and Section 1 of the Special Instructions to Bidders included in this Bid Package.

10. **Bidder’s Obligations**

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

DATED this 6th day of March 2012

ATTEST:

By: ____________________________ By: ____________________________

Title: Secretary Title: President

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS
VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE CONSTRUCTION OF

Proesel Park Field #2 Sports Lighting

BIDDER'S SWORN ACKNOWLEDGMENT

Adlite Electric Co., Inc. [INSERT NAME] ("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 Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of [INSERT STATE OF INCORPORATION] that is qualified to do business in the State of Illinois, and that is operating under the legal name of [INSERT LEGAL NAME OF CORPORATION]. Adlite Electric Co., Inc.

Pursuant to a Resolution of the corporation’s Board of Directors taken on 9/18/1973 [INSERT DATE], a certified copy of which is hereto attached, Tom Schiro [INSERT NAME], who is the President [INSERT TITLE] of the corporation, is authorized to sign this Bidder’s Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Tom Schiro</td>
<td>959 Lorie Lane, Lake Zurich IL 60047</td>
</tr>
<tr>
<td>Vice President</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:
ACKNOWLEDGMENT

PERCENTAGE NAME

Tom Schiro

ADDRESS

959 Lorie Lane
Lake Zurich IL 60047

OWNERSHIP

100%

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of [INSERT DATE], that is qualified to do business in the State of Illinois, and that is operating under the legal name of [INSERT LEGAL NAME OF PARTNERSHIP].

The general partners of the partnership are as follows:

PERCENTAGE NAME

ADDRESS

OWNERSHIP

Pursuant to a power of attorney executed by all of the General Partners on [INSERT DATE], a certified copy of which is hereto attached, [INSERT NAME] is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for the partnership. [STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE]

3. Individual

Bidder is an individual whose full name is [INSERT NAME] whose residence address is [INSERT RESIDENTIAL ADDRESS] and whose business address is [INSERT BUSINESS ADDRESS] If operating under a trade or
ACKNOWLEDGMENT

assumed name, said trade or assumed name is as follows: ________________________________ [INSERT TRADE OR ASSUMED NAME].

Pursuant to a power of attorney executed by Bidder on ________________________________ [INSERT DATE], a certified copy of which is hereto attached, ________________________________ [INSERT NAME] is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. [STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE]

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of ________________________________ [INSERT STATE OF ORGANIZATION] pursuant to that certain Joint Venture Agreement dated as of ________________________________ [INSERT DATE], that is qualified to do business in the State of Illinois, and that is operating under the legal name of ________________________________ [INSERT LEGAL NAME].

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

<table>
<thead>
<tr>
<th>PERCENTAGE NAME</th>
<th>ADDRESS</th>
<th>OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>( )</td>
<td></td>
<td></td>
</tr>
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<td>( )</td>
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<tr>
<td>( )</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[For each signatory indicate the 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]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on ________________________________ [INSERT DATE], a certified copy of which is hereto attached, ________________________________ [INSERT NAME] is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. [STRIKE OUT THIS PARAGRAPH IF NOT APPLICABLE]

-3-
ACKNOWLEDGMENT

DATED this 6th day of March, 2012

ATTEST:

By: ___________________________  By: ___________________________

Title: Secretary  Title: President

Subscribed and Sworn to before me this 6th day of March, 2012

__________________________
Notary Public

My Commission Expires: 10/25/2012

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS
VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE CONSTRUCTION OF

Proesel Park Field #2 Sports Lighting

BIDDER'S SWORN WORK HISTORY STATEMENT

Adlrite Electric Co., Inc. [INSERT NAME OF DEPONENT] ("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: **Electrical Contractor**

2. **Composition of Work**

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

   ____% Federal          ___% As Contractor          ____% Bidder’s Forces

   ____% Other Public     ___% As Subcontractor     ____% Subcontractors

   ____% Private          ____% 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: **38** years

-1-
4. **Predecessor Organizations**  **NOT APPLICABLE**

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>YEARS</th>
</tr>
</thead>
</table>

5. **Business Licenses**

List all business licenses currently held by Bidder:

<table>
<thead>
<tr>
<th>ISSUING AGENCY</th>
<th>TYPE</th>
<th>NUMBER</th>
<th>EXPIRATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Des Plaines</td>
<td>Business Contractor</td>
<td>759025</td>
<td>12/31/12</td>
</tr>
</tbody>
</table>

6. **Related Experience**  **SEE ATTACHED**

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

<table>
<thead>
<tr>
<th>PROJECT ONE</th>
<th>PROJECT TWO</th>
<th>PROJECT THREE</th>
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<tbody>
<tr>
<td>Owner Name</td>
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<td>Telephone Number</td>
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<tr>
<td>Type of Work</td>
<td></td>
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</tr>
</tbody>
</table>
WORK HISTORY STATEMENT

PROJECT ONE

Contractor
(If Bidder was)
(Subcontractor)

PROJECT TWO

PROJECT THREE

Amount of Contract

Date Commenced

Date Completed

DATED this 6th day of March, 2012

ATTEST:

By: [Signature]  By:

Title: Secretary  Title: President

Subscribed and Sworn to
before me this 6th day
of March, 2012

[Signature]  [SEAL]

Notary Public

My Commission Expires: 10/25/2012

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS
<table>
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<tr>
<th>PROJECT</th>
<th>OWNER</th>
<th>ARCHITECT</th>
<th>CONTACT NAME</th>
<th>CONTRACT AMOUNT</th>
<th>COMPLETION DATE</th>
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<tbody>
<tr>
<td>New Lenox Ball Field Lighting</td>
<td>New Lenox Park District</td>
<td>N/A</td>
<td>George Travnicek</td>
<td>$166,219</td>
<td>05/2007</td>
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<tr>
<td>Grant Park Parking Lot Improvements</td>
<td>City of Northlake</td>
<td>N/A</td>
<td>JS Riemer</td>
<td>$42,665</td>
<td>06/2007</td>
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<tr>
<td>Chicago Near West Little League – Altgeld Park Sports Lighting</td>
<td>Chicago Park District</td>
<td></td>
<td>Micah Higgins</td>
<td></td>
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<tr>
<td>Arlington Heights Park District Sunset Meadows Athletic Field Lighting</td>
<td>Arlington Heights Park District</td>
<td>N/A</td>
<td>Chicago Hope Academy</td>
<td>$47,880</td>
<td>07/2007</td>
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<tr>
<td>New Cicero Park Field Lighting</td>
<td>Town of Cicero</td>
<td>N/A</td>
<td>Scott Elman</td>
<td>$270,436</td>
<td>07/2007</td>
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<td>Romeoville – Soccer Field Lighting</td>
<td>Romeoville Park District</td>
<td>N/A</td>
<td>Mike Cwienkala (GC)</td>
<td>$145,526</td>
<td>09/2007</td>
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<tr>
<td>Foxford Hills Driving Range Lighting</td>
<td>Cary Park District</td>
<td>N/A</td>
<td>Doug Miller (Musco)</td>
<td>$134,762</td>
<td>12/2007</td>
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<td>Green Field Park Sports Lighting</td>
<td>Aurora Park District</td>
<td>N/A</td>
<td>Dan Jones</td>
<td>$46,388</td>
<td>03/2008</td>
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<td>Palatine Park District – Hamilton Security Lighting</td>
<td>Palatine Park District</td>
<td>N/A</td>
<td>Susan Conant</td>
<td>$214,317</td>
<td>04/2008</td>
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<td>Elgin Sports Complex Relamping</td>
<td>City of Elgin</td>
<td>N/A</td>
<td>Pat Moser</td>
<td>$43,422</td>
<td>04/2008</td>
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<td>Lake Forest High School Field Lighting</td>
<td>High School District 115</td>
<td>N/A</td>
<td>Mike Monell</td>
<td>$29,849</td>
<td>05/2008</td>
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<td>Palatine Park District – Tennis Court Lighting</td>
<td>Palatine Park District</td>
<td>N/A</td>
<td>Carol White</td>
<td>$139,321</td>
<td>06/2008</td>
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<tr>
<td>Crystal Lake Park District Lippold Park – Relamping</td>
<td>Crystal Lake Park District</td>
<td>N/A</td>
<td>Pat Moser</td>
<td>$58,701</td>
<td>06/2008</td>
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<tr>
<td>Fremd High School – Field Lighting</td>
<td>Township High School District 211</td>
<td>W-T Civil Engineering</td>
<td>Steven East, Director of Purchasing &amp; Facilities</td>
<td>$204,439</td>
<td>09/2008</td>
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</table>

Notes:
- GC stands for General Contractor.
- Musco is a lighting manufacturer.
- “115” likely refers to an address or other identifier.
<table>
<thead>
<tr>
<th>Project Description</th>
<th>Contact Information</th>
<th>Cost</th>
<th>Date</th>
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<tbody>
<tr>
<td>Homewood/Flossmoor High School Field Lighting</td>
<td>DLA Architects</td>
<td>$396,526</td>
<td>11/2008</td>
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<td>Evanston High School - Field Lighting</td>
<td>Evanston Township HS District 202</td>
<td>$234,002</td>
<td>11/2008</td>
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<td>Palatine High School Football Field Turf Conduits</td>
<td>Henry Bros. Co.</td>
<td>$43,678</td>
<td>07/2009</td>
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<td>Flossmoor School District 161 New Parking Lot Lighting</td>
<td>Accu-Paving Co.</td>
<td>$34,919</td>
<td>08/2009</td>
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<td>Naperville Park District - Knoch Park Tennis Court Lighting</td>
<td>Naperville Park District</td>
<td>$209,034</td>
<td>09/2009</td>
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<tr>
<td>Barrington Park District – Lake Zurich Road Street Light Installation</td>
<td>Barrington Park District</td>
<td>$23,732</td>
<td>12/2009</td>
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<tr>
<td>Northbrook Park District – Sportsman’s Driving Range Lighting Replacement</td>
<td>Northbrook Park District</td>
<td>$72,575</td>
<td>08/2010</td>
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<tr>
<td>Warren Township High School Football Field Lighting</td>
<td>Warren Township School District</td>
<td>$261,204</td>
<td>10/2010</td>
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<tr>
<td>James Street Park Sports Lighting</td>
<td>City of Streator</td>
<td>$58,711</td>
<td>10/2010</td>
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<td>Village of Rosemont Softball Field &amp; Sports Lighting</td>
<td>Village of Rosemont</td>
<td>$179,000</td>
<td>06/2011</td>
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<tr>
<td>York High School Football Stadium Lighting Upgrade</td>
<td>Elmhurst Community Unit School District 205</td>
<td>$117,397.00</td>
<td>09/2011</td>
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</tbody>
</table>
**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRAMES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**

Scheers Commercial Lines
HUB International Scheers
601 Oakmont Lane, Suite 400
Westmont, IL 60559

**INSURED**

Adlite Electric Company, Inc.
1355 East Golf Road
Des Plaines, IL 60016

**INSURER(S) AFFORDING COVERAGE**

Acuity

**CERTIFICATE NUMBER:** X27945

**POLICY NUMBER:** 10/20/2011 10/20/2012

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<td>CLAIMS-MADE</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>DAMAGE TO RENTED PERSONAL PROPERTIE(S) OCCURRED $250,000</td>
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<td>MED. EXP. (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADV. INJURY $1,000,000</td>
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<td>DEFL. AGGREGATE LIMIT APPLIES PER. LOC.</td>
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**REVISED NUMBER:** X27945

**CERTIFICATE HOLDER**

**CANCELLATION**

**SAMPLE CERTIFICATE**

**AUTHORIZED REPRESENTATIVE**

© 1998-2010 ACORD CORPORATION. All rights reserved.
Bid Bond
The American Institute of Architects,

KNOW ALL MEN BY THESE PRESENTS, that we
Adlite Electric Co., Inc.
as Principal, hereinafter called the Principal, and
Granite Re, Inc.
14001 Quailbrook Dr,
Oklahoma City, OK 73134
a corporation duly organized under the laws of the State of Oklahoma as surety, hereinafter called the
Village of Lincolnwood
6900 N Lincoln Ave
Lincolnwood, IL 60712
as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Bid Amount

Dollars ($ 10% of Bid Amount ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Proesel Park Field #2 Sports Lighting

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 29 th day of February 20 12

Adlite Electric Co., Inc.

By (Title) Thomas Schiro President

Granite Re, Inc.

Robert Downey (Title) Attorney in Fact

Witness Teri Roberts

Witness Karl K. Herron
GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2012.

Kenneth D. Whittington, President
Rodman A. Frates, Secretary/Treasurer

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 3rd day of January, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2012
Commission #: 00005708

Granite Seal
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of Feb, 2012.

Rodman A. Frates, Secretary/Treasurer
CONTRACT BETWEEN

VILLAGE OF LINCOLNWOOD

AND

Adlite Electric Co. Inc.

FOR THE CONSTRUCTION OF

PROESEL PARK FIELD #2 SPORTS LIGHTING
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<td>5.3 PROGRESS PAYMENTS</td>
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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 Adlite Electric Co. Inc., 1355 E. Golf Rd. Des Plaines, IL 60016, an electrical contractor ("Contractor"), make this Contract as of the _________ day of ____________________, 2012, 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 C, 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 all field deviations from Attachment B or the drawings identified in Attachment C.

1.6  **Technical Ability to Perform**

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

1.7  **Financial Ability to Perform**

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

1.8  **Time**

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

1.9  **Safety at the Work Site**

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

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

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:
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  

By: __________________________________________  
Timothy C. Wiberg, Village Administrator

ATTEST:  

[INSERT NAME OF SUCCESSFUL BIDDER]

By: __________________________________________  

By: __________________________________________  
[NAME OF CONTRACTOR’S EXECUTING OFFICER]

Title: __________________________________________  

Title: __________________________________________  
[TITLE OF CONTRACTOR’S EXECUTING OFFICER]
STATE OF ILLINOIS )
COUNTY OF __________ ) SS

CONTRACTOR'S CERTIFICATION

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

Contractor deposes, states, and certifies that Contractor is not barred from contracting
with a unit of state or local government as a result of (i) a delinquency in the payment of any tax
administered by the Illinois Department of Revenue unless Contractor is contesting, in
accordance with the procedures established by the appropriate Revenue Act, its liability for the
tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either
Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1
et seq.

DATED this ____________ day of _____________, 200__. 

ATTEST:

By: ______________________ By: ______________________________
[INSERT NAME OF SUCCESSFUL BIDDER]

[INSERT NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: ______________________ Title: [INSERT TITLE OF CONTRACTOR'S EXECUTING OFFICER]

Subscribed and Sworn to before me this ____ day of ____________, 200__.

My Commission Expires: ________________

____________________________ [SEAL]
Notary Public
ATTACHMENT A
SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. **Project:**

   PROESEL PARK FIELD #2 SPORTS LIGHTING

2. **Work Site:**

   HENRY PROESEL PARK
   6915 NORTH KOSTNER AVENUE
   LINCOLNWOOD, IL, 60712

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

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

4. **Commencement Date:** (Choose One)

   ☐ ___________ days following execution of the Contract by Owner

   ☐ ________________, 200_  

5. **Completion Date:**

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

(2) Employer's Liability:

$300,000 injury-per occurrence

$500,000 disease-per employee

$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
$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:
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 A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS
ATTACHMENT A-1
SCHEDULE OF PRICES
[TO BE SUPPLIED BY BIDDER]
ATTACHMENT B

SPECIFICATIONS
[TO BE SUPPLIED BY OWNER]
# ATTACHMENT C

## LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

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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 7:00 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

[TO BE SUPPLIED BY OWNER]
To:       Dan Malartsik, CPRP  
         Superintendent of Parks & Facilities, Village of Lincolnwood

From:     John Lovestrand  
         President, Lincolnwood Baseball Association

Date:     February 7, 2011

Re:       Additional Lighting @ Proesel Park

Dear Dan,

Please let this letter serve to advise your (Parks & Facilities) department, and thereby the Village of Lincolnwood itself, that our Lincolnwood Baseball Association (“LBA”) is committed in principle to donating one-third of the total cost -- not to exceed $10,000 per year over a 5 year span -- toward the purchase of additional baseball field lighting @ Proesel Park.

We understand that as part of your ongoing budgetary process it is anticipated that additional lights @ Proesel Park may be a topic for discussion this coming week, and we hope to join the Village in this effort.

Please know that this commitment from LBA is predicated upon our understanding that the Village of Lincolnwood would make its own annual contributions, and that we would ultimately be working in concert to fund the purchase and installation of additional lighting of the Proesel baseball field(s).

We would similarly have an identity of interest in keeping the overall cost as low as practicable. A less expensive alternative would be beneficial inasmuch as our potential maximum contribution would exhaust our current reserves.

Our not-for-profit organization has purposefully maintained minimal league entrance fees for our fellow Lincolnwood residents so that all of our children can enjoy an affordable brand of youth baseball in our own Village. Without the generosity of our sponsors, we could not economically continue to operate this league at such inexpensive prices.

We are excited about the prospect of working in tandem with the Village to alight other baseball field(s) and in so doing to improve upon the functionality of what is already an integral part of the youth baseball experience and such a central part of our community – beautiful Proesel Park.

Respectfully Submitted,

Lincolnwood Baseball Association,  
an Illinois not-for-profit corporation

By: John Lovestrand, President
Request For Board Action

REFERRED TO BOARD: March 20, 2012
AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Plan Commission to Approve an Ordinance Amending the Zoning Code Regarding Community Residences (Group Homes)

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Note: A Group Home generally refers to a single family residence where a number of unrelated persons with disabilities reside together along with caregivers. The term “Group Home” is not currently used in the Village’s Zoning Code but this use is similar to “Community Residences” which is defined in the Code. Community Residences are currently allowed in the Village only by Special Use in the R-4 Zoning District. There are no Community Residences currently operating within the Village.

Legislative History
On July 21, 2011, the Village Board referred to the Plan Commission for consideration a proposed text amendment concerning Community Residences (Group Homes). The Plan Commission held the requisite public hearing on August 24, 2011 and also on September 7, 2011, at which time the Commission rendered a 3-3 vote to recommend no text amendment change to the Zoning Code concerning Community Residences. As noted above, Community Residences are currently only allowed in the R-4 Zoning District through Special Use approval.

On October 18, 2011, the Village Board considered this recommendation of the Plan Commission, received additional public comment from 15 citizens (12 speaking in favor of a text amendment that would enable community residences to be located in all residential zoning districts and 3 opposed) and unanimously directed the Village Attorney to prepare an ordinance that would modify the Zoning Code to provide for a “Reasonable Accommodation” process by which Community Residences could be considered in all residential zoning districts within the Village. On November 15, 2011, the Village Attorney presented this draft ordinance to the Village Board at which time the Village Board remanded back to the Plan Commission for further hearing and deliberation, this proposed draft Ordinance.

Pursuant to this remand, the Plan Commission received additional public comment and testimony and deliberated this proposed text amendment ordinance on December 7, 2011, January 4, 2012, February 1, 2012 and February 22, 2012 at which time it rendered a 6-1 vote (Touras against), to recommend approval of a Commission modified proposed text amendment.
As these additional deliberations were proceeding, at the January 17, 2012 Committee of the Whole (COTW) meeting, clarification was provided by the Village Board concerning certain proposed Ordinance changes being considered by the Plan Commission. At this COTW meeting, it was the consensus of the Village Board:

1) That the Village ought not require higher standards than the State of Illinois for Community Integrated Living Arrangements (CILA’s);

2) That non-CILA facilities ought to meet similar standards but not higher or more stringent requirements than those established for CILA’s;

3) The text amendment ought to provide flexibility to allow a credible agency to be able to certify non-CILA facilities in the same way as the state certifies CILA’s.

**Reasonable Accommodation Proposed**

The text amendment proposed by the Village Board and now also recommended by the Plan Commission would authorize Community Residences in all residential zoning districts within the Village. Approval of a specific Community Residence would be through a “Reasonable Accommodation” process. This Reasonable Accommodation process would mirror the Village’s Special Use process, requiring a proposed Community Residence to be considered at a requisite, properly noticed, public hearing before the Plan Commission, with the Commission’s recommendation then forwarded to the Village Board for consideration and action. It should be noted that this Reasonable Accommodation process would not only allow for consideration of proposed Community Residences (Group Homes), but it also would allow for the consideration and granting of Reasonable Accommodation for disabled homeowners or other disabled persons who may desire relief from the Zoning Code based on disability.

The Ordinance proposed by the Village Board identifies a number of factors which are to be considered in determining whether a Reasonable Accommodation should be granted. These factors include whether the subject housing would be used by persons considered disabled; whether the requested accommodation would either impose an undue financial or administrative burden on the Village, whether the accommodation would fundamentally alter the nature of the Zoning Code; and, whether traffic or parking on the subject property or on adjacent streets would be adversely affected. Further, Community Residences could not be approved if located within 800 feet of an existing Community Residence within the Village.

In addition to creating a Reasonable Accommodation process, the text amendment proposed by the Village Board would also modify the definition of Community Residence to indicate that a Community Residence must be licensed as a CILA or is otherwise certified or accredited by an appropriate governmental entity

**Plan Commission Recommended Changes to Ordinance**

In considering this matter on remand, the Plan Commission has recommended the addition of numerous additional provisions, requirements and conditions. To fully appreciate the scope and extent of the revisions, the Village Attorney has prepared a redlined version (attached) reflecting all modifications made by the Plan Commission to the version that was last before the Village Board on November 15, 2011. Staff and the Village Attorney will be present at the March 20, 2012 meeting to walk the Village Board through the modifications. The Village Board will have the opportunity to determine which of the Plan Commission recommended modifications, if any, the Village Board desires to accept.
FINANCIAL IMPACT: The financial impact to the Village (in terms of cost and expense that could be incurred by the Village) will vary depending on which of the Plan Commission recommended modifications are accepted by the Village Board.

DOCUMENTS ATTACHED:
1. Commission Recommended Ordinance (Clean Copy)
2. Village Board Draft Version dated November 15, 2011
3. Redlined comparison of the two versions
4. January 17, 2012 COTW Minutes
5. Plan Commission Minutes
   A. February 22, 2012
   B. February 1, 2012
   C. January 4, 2012
   D. December 7, 2011

RECOMMEND MOTION:
Move to approve an Ordinance amending the text of the zoning code concerning Community Residences.
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-____

AN ORDINANCE AMENDING
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING COMMUNITY RESIDENCES

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF ____________, 2012.

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 ___________, 2012
ORDINANCE NO. 2012-_____

AN ORDINANCE AMENDING
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING COMMUNITY RESIDENCES

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

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

WHEREAS, "The Village of Lincolnwood Zoning Ordinance," as amended ("Zoning Ordinance"), sets forth certain regulations governing the location and use of group living facilities in the Village; and

WHEREAS, pursuant to the home rule authority of the Village, the Village President and Board of Trustees desire to amend the Zoning Ordinance to update and clarify the regulations governing the location and review procedure for community residences in the Village ("Proposed Amendments"); and

WHEREAS, pursuant to notice duly published in the Lincolnwood Review on August 4, 2011, the Village Plan Commission conducted a public hearing on ____________ concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommendations concerning the Proposed Amendments; and

WHEREAS, pursuant to general notice, the Village Board of Trustees conducted a public hearing on October 18, 2011, and November 15, 2011, concerning the Proposed Amendments; and

WHEREAS, on November 15, 2011, the Village Board of Trustees referred the Proposed Amendments back to the Plan Commission for further consideration, pursuant to Section 5.16(4) of the Zoning Ordinance; and

WHEREAS, pursuant to notice duly published in the Lincolnwood Review on _______ 2011, the Village Plan Commission conducted a new public hearing on December 4, 2011, January 4, 2012, February 1, 2012, and February 22, 2012, concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the new public hearing, the Plan Commission made findings and recommendations concerning the Proposed Amendments; and
WHEREAS, during the public hearings conducted by the Plan Commission and the Village Board of Trustees, the Village received extensive testimony and public comments regarding the Proposed Amendments; and

WHEREAS, having considered the testimony and comments presented, and the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendments, as set forth in this Ordinance, is in the best interests of the Village and its residents;

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

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

SECTION 2. DEFINITIONS. Section 2.02 of Article II of the Zoning Ordinance shall be amended further, and shall read as follows:

"2.02 DEFINITIONS

**
COMMUNITY RESIDENCE: A group home or specialized residential care home, the residents of which do not constitute a family, that: (a) serves persons with disabilities, as defined in the Fair Housing Act, 42 USC § 3602(h)(1), as may be amended; and (b) does not serve persons as an alternative to incarceration for a criminal offense or persons whose primary reason for placement is treatment of a communicable disease."

**

SECTION 3. PERMITTED AND SPECIAL USES. Table 4.01.1 of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

"TABLE 4.01.1 – Permitted and Special Uses in All Zoning Districts

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<td>Assisted Living Facility (Note 4)</td>
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<td>Community Residence</td>
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<td>Independent Living Facility or Senior Housing Facility</td>
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<td>Nursing and personal care facility (Note 5)</td>
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Section 4.06 of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

"4.06 ADDITIONAL USE STANDARDS FOR THE RESIDENTIAL DISTRICTS"

(1) **Specific Standards for R Districts.** Specific minimum and maximum standards for lots, buildings, bulk, density and yards in the Residential Districts are listed in Sections 4.14 and 4.15 of this Zoning Ordinance.

(2) **Minimum Architectural Standards.** Shall be required in Article VI (Site Development Standards) of this Ordinance.

(3) **Reasonable Accommodations Procedure.**

a. Purpose: The purpose of this Section 4.06(3) is to provide a procedure to request reasonable accommodation from the strict application of the regulations of this Zoning Ordinance for persons seeking equal access to housing under the Fair Housing Act, 42 USC § 3602(h)(1), as may be amended ("FHA"), and who have disabilities or handicaps as defined by the FHA."
b. Applicability: A request for reasonable accommodation may be made by any person with a disability or handicap, as defined by the FHA, or by an entity acting on behalf of a person or persons with disabilities or handicaps, to provide or secure equal opportunity to use and enjoy housing within the Village when the normal application of this Zoning Ordinance would act as a barrier to such equal opportunities. A request for reasonable accommodation may consist of either: (i) a request to locate and operate a Community Residence in a residential district of the Village; or (ii) a request for a modification or exception to the regulations of this Zoning Ordinance when such modification or exception is necessary to eliminate regulatory barriers and provide a person with a disability or handicap with equal opportunity to use and enjoy housing in the Village. Requests for reasonable accommodation shall be made in the manner prescribed by Section 4.06(3)(c) of this Zoning Ordinance.

c. Application Requirements:

i. Application: Requests for reasonable accommodation shall be submitted on an application form provided by the Village and shall contain the following information:

   (A) The applicant's name, address, and telephone number;

   (B) The street address and legal description of the property for which the request is being made;

   (C) The current actual use of the property for which the request is being made;

   (D) The zoning regulation or regulations from which the reasonable accommodation is being requested, if applicable;

   (E) A statement from the applicant describing the basis for the claim that the individual (or group of individuals, if application is made by an entity acting on behalf of a person or persons with disabilities or handicaps) is
considered disabled or handicapped under the FHA;

(F) A statement as to why the requested accommodation is financially, therapeutically, or otherwise necessary to afford a handicapped or disabled person equal opportunity to use and enjoy housing in the Village; and

(G) Documentation supporting the financial, therapeutic, or other necessity for the accommodation.

ii. Additional Information for Proposed Community Residences: The following additional information shall be submitted with an application for a proposed Community Residence:

(A) The name, address, and telephone number of the organization or other entity that will operate the proposed Community Residence;

(B) A statement containing the name, address, date of birth, place of birth, driver’s license number, telephone number, and country of citizenship of all officers, directors, partners, managers, and owners of at least 5% of the stock of the proposed operator of the Community Residence;

(C) A statement of the structure of ownership and governance of the proposed operator of the Community Residence;

(D) A statement of whether the proposed operator, or any of the persons identified in the statement required pursuant to Section 4.06(3)(c)(ii)(B) of this Zoning Ordinance, have operated or are currently operating any housing facilities for persons with disabilities, and if so:

(i) The location(s) of those facilities;
(ii) A statement of whether the operator or any of the persons identified have been cited or found liable by any unit of government for any violations of law in connection with the operation of those facilities; and

(iii) A statement of whether any license or certification issued for those facilities to the operator or any of the persons identified has been suspended or revoked;

(E) A certification that there are no existing Community Residences in the Village located on a lot within 800 feet, measured in any direction, of the lot on which the proposed Community Residence will be located; and

(F) Such other information as the Village, from time to time, deems necessary.

iii. Filing: Upon the filing of the application, together with all information required in this section, the Zoning Officer shall refer the request for a reasonable accommodation from the regulations of this Zoning Ordinance to the Plan Commission.

d. Public Hearing: Following the proper filing of a complete application for reasonable accommodation, notice of a public hearing shall be provided and a public hearing concerning the request for reasonable accommodation shall be conducted by the Plan Commission.

e. Background Checks: Prior to the commencement of the public hearing concerning a request for reasonable accommodation for a Community Residence, the Village Staff shall have the right, but not the obligation, to investigate the moral character and business responsibility of the applicant and all partners, officers, managers, directors, shareholders, ultimate beneficial owners, and agents thereof, and any individuals with at least a 5% interest therein, as deemed necessary for the protection of the public health, safety, and order. The Village Staff shall
forward its findings and recommendations to the Plan Commission.

f. Notice: Notice of the public hearing shall be delivered in accordance with Section 5.20 of this Zoning Ordinance.

g. Recommendation: Upon the conclusion of the public hearing, the Plan Commission shall recommend granting, granting with modifications, or denying the request for reasonable accommodation in accordance with Section 4.06(3)(i) of this Zoning Ordinance. The failure of the Plan Commission to act within 90 days after receipt of the application, or such further time to which the applicant may agree, shall be deemed to be a recommendation of the Plan Commission to deny the requested reasonable accommodation.

h. Action by Board of Trustees: The Board of Trustees, within 45 days after receipt of the recommendations of the Plan Commission, shall either approve or deny the proposed request for reasonable accommodation, by ordinance duly adopted and by a simple majority vote, or refer it back to the Plan Commission for further consideration. The failure of the Board of Trustees to act within the time period specified in this Section 4.06(3)(h), or such further time to which the applicant may agree, shall be deemed to be a decision of the Board of Trustees denying the proposed reasonable accommodation. Approval of a reasonable accommodation shall not entitle the applicant to any other approval or issuance of any permit until after all of the standards and procedures for such other approval or issuance of a permit have been satisfied.

i. Considerations: In making a determination regarding the reasonableness of a requested accommodation, the following factors shall be considered:

i. Whether the housing that is the subject of the request will be used by an individual or a group of individuals considered disabled or handicapped under the FHA;

ii. Whether the accommodation requested is financially, therapeutically, or otherwise necessary
to make specific housing available to the individual or group of individuals with a disability or handicap under the FHA;

iii. Whether there are alternative reasonable accommodations available that would provide an equivalent level of benefit;

iv. Whether alternative accommodations would be suitable based on the circumstances of the particular application;

v. Whether the requested reasonable accommodation would be consistent with the general purpose and intent of the zoning district in which the property is located;

vi. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the Village;

vii. Whether the requested reasonable accommodation will adversely affect vehicular traffic or parking on the subject property or on the streets adjacent to the subject property, or in the neighborhood in which the subject property is located;

viii. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of the regulations set forth in this Zoning Ordinance;

ix. Whether the requested reasonable accommodation substantially affects the physical attributes of the subject property; and

x. Such other factors that the Commission deems necessary and relevant under the circumstances.

j. Prerequisite for Community Residences: The Plan Commission shall not recommend approval of, and the Village Board shall not approve, a request for a reasonable accommodation for a Community Residence unless either:

i. The proposed Community Residence is licensed as a community-integrated living arrangement
pursuant to the Community-Integrated Living Arrangements Licensure and Certification Act, 210 ILCS 135/1 et seq., as may be amended (“CILA”); or

ii. If not licensed pursuant to CILA, the proposed Community Residence: (a) will be operated in accordance with the highest and most rigorous professional standards for Community Residences, such as those required pursuant to CILA; and (b) is licensed, certified, or accredited by a government or other highly respected organization with high standards for licensure, certification, or accreditation, as the case may be, through a process similar to the licensing performed by the Illinois Department of Human Services pursuant to CILA, which organization is determined by the Village to be capable of, and satisfactory for, providing such license, certification, or accreditation.

k. Conditions: In granting a request for reasonable accommodation, the Plan Commission may recommend, and the Village Board may impose, any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would be consistent with the FHA and the considerations listed in this Section 4.06(3).

l. Prohibited Reasonable Accommodations: Notwithstanding any provision of this Section 4.06(3) to the contrary, no reasonable accommodation shall be granted by the Village Board for a Community Residence:

i. Located on a lot that is within 800 feet, measured in any direction, of another lot within the Village on which a Community Residence is located;

ii. That will serve as the residence for more individuals than permitted pursuant to CILA, whether or not the Community Residence is licensed pursuant to CILA; or

iii. At which any medical treatments or services will be provided to non-residents of the Community Residence.
m. Ongoing Maintenance: Each Community Residence for which a reasonable accommodation has been approved pursuant to this Section 4.06(3) shall be operated and maintained in accordance with: (i) the highest and most rigorous professional standards for Community Residences, such as those required pursuant to CILA; and (ii) all conditions imposed by the Village in accordance with the ordinance approving the reasonable accommodation. The Village shall have the right, but not the obligation, to inspect the Community Residence for compliance with this Section 4.06(3) at any time and upon reasonable prior notice to the operator of the Community Residence.

n. Reporting: Not less than once per year, each Community Residence for which a reasonable accommodation has been approved pursuant to this Section 4.06(3) shall deliver to the Village Director of Community Development a written report, indicating, without limitation:

i. The number of persons with disabilities residing from time to time in the Community Residence during the reporting year;

ii. The number of persons with disabilities who have moved into, or out of, the Community Residence during the reporting year;

iii. A statement, executed by an authorized representative of the Community Residence, that the Community Residence is operating in accordance with: (i) all conditions imposed by the Village in accordance with the ordinance approving the reasonable accommodation, and (ii) all applicable law;

iv. Copies of all reports delivered during the reporting year to any government or other agency or organization that licenses, certifies, or accredits the Community Residence;

v. Copies of all reports or documents regarding the Community Residence and delivered during the reporting year by such government or other agencies or organizations;
vi. Evidence of continued compliance with the certification standards and conditions set forth in the ordinance approving the reasonable accommodation for the Community Residence; and

vii. Any changes to the information required pursuant to Section 4.06(3)(c) of this Zoning Ordinance.

o. Revocation: Upon the violation of any provision of this Section 4.06(3) or of the ordinance approving the reasonable accommodation, the Village Board shall have the right, but not the obligation, to revoke the reasonable accommodation, upon the provision to the applicant of 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.”

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]
PASSED this ____ day of ____________, 2012.

AYES: ________________________________

NAYS: ________________________________

ABSENT: ______________________________

ABSTENTION: _________________________

APPROVED by me this ____ day of ____________, 2012.

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

ATTESTED and FILED in my office the
____ day of ________, 2012.

____________________________________
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. Z2011-____

AN ORDINANCE AMENDING
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING COMMUNITY RESIDENCES

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF ____________, 2011.

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 ____________, 2011
ORDINANCE NO. Z2011-____

AN ORDINANCE AMENDING
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING COMMUNITY RESIDENCES

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

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

WHEREAS, "The Village of Lincolnwood Zoning Ordinance," as amended ("Zoning Ordinance"), sets forth certain regulations governing the location and use of group living facilities in the Village; and

WHEREAS, pursuant to the home rule authority of the Village, the Village President and Board of Trustees desire to amend the Zoning Ordinance to update and clarify the regulations governing the location and review procedure for community residences in the Village ("Proposed Amendments"); and

WHEREAS, pursuant to notice duly published in the Lincolnwood Review on August 4, 2011, the Village Plan Commission conducted a public hearing on August 24, 2011 and September 7, 2011 concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommendations concerning the Proposed Amendments; and

WHEREAS, pursuant to general notice, the Village Board of Trustees conducted a public hearing on October 18, 2011 concerning the Proposed Amendments; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendments, as set forth in this Ordinance, is in the best interests of the Village and its residents;

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

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

SECTION 2. DEFINITIONS. Section 2.02 of Article II of the Zoning Ordinance shall be amended further, and shall read as follows:
COMMUNITY RESIDENCE: A group home or specialized residential care home, the residents of which do not constitute a family, that:

(a) serves persons with disabilities;
(b) is licensed, as a community-integrated living arrangement pursuant to the Community-Integrated Living Arrangements Licensure and Certification Act, 210 ILCS 135/1 et seq., as may be amended;
(c) is otherwise certified, or accredited by appropriate governmental entities, if necessary; and that (d) does not serve persons as an alternative to incarceration for a criminal offense or persons whose primary reason for placement is treatment of a communicable disease.”

SECTION 3. PERMITTED AND SPECIAL USES. Table 4.01.1 of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

"TABLE 4.01.1 – Permitted and Special Uses in All Zoning Districts

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<thead>
<tr>
<th>Use Category</th>
<th>Residential</th>
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<td>M-B</td>
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<tr>
<td>Group Living</td>
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<td>Assisted Living Facility (Note 4)</td>
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<td>Community Residence (Note 7)</td>
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<td>Note 2</td>
<td>Note 2</td>
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<tr>
<td>Independent Living Facility or Senior Housing Facility</td>
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<td>Nursing and personal care facility (Note 5)</td>
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</tbody>
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Note 7: Community Residences are allowed in all Residential Zoning Districts only in compliance with, and pursuant to, the Reasonable Accommodation provisions and procedures set forth in Section 4.06(3) of this Zoning Ordinance.

SECTION 4. REASONABLE ACCOMMODATIONS FOR COMMUNITY RESIDENCES. Section 4.06 of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

"4.06 ADDITIONAL USE STANDARDS FOR THE RESIDENTIAL DISTRICTS

(1) Specific Standards for R Districts. Specific minimum and maximum standards for lots, buildings, bulk, density and yards in the Residential Districts are listed in Sections 4.14 and 4.15 of this Zoning Ordinance.

(2) Minimum Architectural Standards. Shall be required in Article VI (Site Development Standards) of this Ordinance.

(3) Reasonable Accommodations Procedure:

a. Purpose: The purpose of this Section 4.06(3) is to provide a procedure to request reasonable accommodation from the strict application of the regulations of this Zoning Ordinance for persons seeking equal access to housing under the Fair Housing Act, 42 USC § 3602(h)(1), as may be amended (“FHA”), and who have disabilities or handicaps as defined by the FHA.

b. Applicability: A request for reasonable accommodation may be made by any person with a disability or handicap, as defined by the FHA, or by an entity acting on behalf of a person or persons with disabilities or handicaps to provide or secure equal opportunity to use and enjoy, housing within the Village when the normal application of these zoning regulations would act as a barrier to such equal opportunities. A request for reasonable accommodation may consist of a request to locate and operate a community residence in a residential district of the Village, or a request for a modification or exception to the regulations of this Zoning Ordinance when such modification or exception is necessary to eliminate regulatory barriers and provide a person with a disability or handicap with
equal opportunity to use and enjoy a community residence. Requests for reasonable accommodation shall be made in the manner prescribed by Section 4.06(3)(c) of this Zoning Ordinance.

c. Application Requirements:

i. Application: Requests for reasonable accommodation shall be submitted on an application form provided by the Village and shall contain the following information:

(A) The applicant's name, address, and telephone number;

(B) If applicable, the name, address, and telephone number of the organization or other entity that will operate the proposed community residence;

(C) The street address and legal description of the property for which the request is being made;

(D) The current actual use of the property for which the request is being made; and

(E) The zoning regulation or regulations from which the reasonable accommodation is being requested, if applicable.

ii. Additional Information: The following information shall be submitted with the application:

(A) A statement from the applicant describing the basis for the claim that the individual (or group of individuals, if application is made by an entity acting on behalf of a person or persons with disabilities or handicaps) is considered disabled or handicapped under the FHA.

(B) A statement as to why the requested accommodation is financially, therapeutically, or otherwise necessary to
afford a handicapped or disabled person equal opportunity to use and enjoy a community residence.

(C) Documentation supporting the financial, therapeutic, or other necessity for the accommodation.

(D) A certificate that there are no existing community residences in the Village located on a lot within 800 feet, measured in any direction, of the lot on which the proposed community residence will be located.

iii. Filing: Upon the filing of the application, together with all information required in this section, the Zoning Officer shall refer the request for a reasonable accommodation from the regulations of this Zoning Ordinance to the Plan Commission.

d. Public Hearing: Following the proper filing of a complete application for reasonable accommodation, notice of a public hearing shall be provided and a public hearing shall be conducted by the Plan Commission in accordance with the provisions contained in this Section 4.06(3)(d).

e. Notice: Notice of the public hearing shall be delivered in accordance with Section 5.20 of this Zoning Ordinance.

f. Recommendation: The Plan Commission shall recommend granting, granting with modifications, or denying the request for reasonable accommodation in accordance with Section 4.06(3)(g) of this Zoning Ordinance. The failure of the Plan Commission to act within 90 days after receipt of the application, or such further time to which the applicant may agree, shall be deemed to be a recommendation of the plan commission to deny the requested reasonable accommodation.

g. Considerations: In making a determination regarding the reasonableness of a requested accommodation, the following factors shall be considered:
i. Whether the housing that is the subject of the request will be used by an individual or a group of individuals considered disabled or handicapped under the FHA;

ii. Whether the accommodation requested is financially, therapeutically, or otherwise necessary to make specific housing available to the individual or group of individuals with a disability or handicap under the FHA;

iii. Whether there are alternative reasonable accommodations available that would provide an equivalent level of benefit;

iv. Whether alternative accommodations would be suitable based on the circumstances of the particular application;

v. Whether the requested reasonable accommodation would be consistent with the general purpose and intent of the zoning district in which the property is located;

vi. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the Village;

vii. Whether the requested reasonable accommodation will adversely affect vehicular traffic or parking on the subject property or on the streets adjacent to the subject property, or in the neighborhood in which the subject property is located;

viii. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of the regulations set forth in this Zoning Ordinance; and

ix. Whether the requested reasonable accommodation substantially affects the physical attributes of the subject property.
h. Conditions: In granting a request for reasonable accommodation, the Village Board may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would be consistent with the FHA and the considerations listed in this Section 4.06(3).

i. Prohibited Reasonable Accommodations. Notwithstanding any provision of this Section 4.06(3) to the contrary, no reasonable accommodation shall be granted by the Village Board for a community residence:

i. Located on a lot that is within 800 feet, measured in any direction, of another lot within the Village on which a community residence is located;

ii. That will serve as the residence for more individuals than permitted pursuant to either (A) the generally-applicable maximum occupancy regulations imposed pursuant to the Village Code; or (B) the Community-Integrated Living Arrangements Licensure and Certification Act, 210 ILCS 135/1 et seq., as may be amended, or any rules or regulations promulgated in connection therewith; or

iii. At which any therapeutic or medical activities or treatments will take place for either residents or non-residents of the community residence.”

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]
PASSED this ____ day of _____________, 2011.

AYES: ________________________________

NAYS: ________________________________

ABSENT: ______________________________

ABSTENTION: __________________________

APPROVED by me this ____ day of ____________, 2011.

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

ATTESTED and FILED in my office the
______ day of __________, 2011.

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

#10554347_v5
VILLAGE OF LINCOLNWOOD

ORDINANCE NO. Z2011-2012

AN ORDINANCE AMENDING
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING COMMUNITY RESIDENCES

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF ____________, 2011-2012.

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 __________, 2011-2012.
ORDINANCE NO. Z20112012-_____

AN ORDINANCE AMENDING
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING COMMUNITY RESIDENCES

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

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

WHEREAS, "The Village of Lincolnwood Zoning Ordinance," as amended ("Zoning Ordinance"), sets forth certain regulations governing the location and use of group living facilities in the Village; and

WHEREAS, pursuant to the home rule authority of the Village, the Village President and Board of Trustees desire to amend the Zoning Ordinance to update and clarify the regulations governing the location and review procedure for community residences in the Village ("Proposed Amendments"); and

WHEREAS, pursuant to notice duly published in the Lincolnwood Review on August 4, 2011, the Village Plan Commission conducted a public hearing on August 24, 2011 and September 7, 2011 concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommendations concerning the Proposed Amendments; and

WHEREAS, pursuant to general notice, the Village Board of Trustees conducted a public hearing on October 18, 2011, and November 15, 2011, concerning the Proposed Amendments; and

WHEREAS, on November 15, 2011, the Village Board of Trustees referred the Proposed Amendments back to the Plan Commission for further consideration, pursuant to Section 5.16(4) of the Zoning Ordinance; and

WHEREAS, pursuant to notice duly published in the Lincolnwood Review on December 4, 2011, January 4, 2012, February 1, 2012, and February 22, 2012, concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the new public hearing, the Plan Commission made findings and recommendations concerning the Proposed Amendments; and

WHEREAS, during the public hearings conducted by the Plan Commission and the Village Board of Trustees, the Village received extensive testimony and public comments regarding the Proposed Amendments; and
WHEREAS, having considered the testimony and comments presented, and the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendments, as set forth in this Ordinance, is in the best interests of the Village and its residents;

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

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

SECTION 2. DEFINITIONS. Section 2.02 of Article II of the Zoning Ordinance shall be amended further, and shall read as follows:

"2.02 DEFINITIONS

* * *

COMMUNITY RESIDENCE: A group home or specialized residential care home, the residents of which do not constitute a family, that: (a) serves persons with disabilities; (b) is licensed as a community-integrated living arrangement pursuant to the Community-Integrated Living Arrangements Licensure and Certification Act, 210 ILCS 135/1 et seq., as defined in the Fair Housing Act, 42 USC § 3602(h)(1), as may be amended; (c) is otherwise certified or accredited by appropriate governmental entities, if necessary; and (d) does not serve persons as an alternative to incarceration for a criminal offense or persons whose primary reason for placement is treatment of a communicable disease."

* * *

SECTION 3. PERMITTED AND SPECIAL USES. Table 4.01.1 of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

"TABLE 4.01.1 – Permitted and Special Uses in All Zoning Districts

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<table>
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<tr>
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</tbody>
</table>

**RESIDENTIAL**

**Group Living**

- Assisted Living Facility *(Note 4)*  
  | - | - | - | S | - | - | - | S | S | - |
- Community Residence  
  | Note 7 | Note 7 | Note 7 | Note 7 | - | - | - | - | - | - |
- Independent Living Facility or Senior Housing Facility  
  | - | - | - | - | - | - | - | - | S | - |
- Nursing and personal care facility *(Note 5)*  
  | - | - | - | S | - | - | - | S | S | - |

* * *

Note 7: Community Residences are allowed in all Residential Zoning Districts only in compliance with, and pursuant to, the Reasonable Accommodation provisions and procedures set forth in Section 4.06(3) of this Zoning Ordinance.”

SECTION 4. REASONABLE ACCOMMODATIONS FOR COMMUNITY RESIDENCES. Section 4.06 of Article IV of the Zoning Ordinance shall be amended further, and shall read as follows:

"4.06 ADDITIONAL USE STANDARDS FOR THE RESIDENTIAL DISTRICTS"

1. **Specific Standards for R Districts.** Specific minimum and maximum standards for lots, buildings, bulk, density and yards in the Residential Districts are listed in Sections 4.14 and 4.15 of this Zoning Ordinance.

2. **Minimum Architectural Standards.** Shall be required in Article VI (Site Development Standards) of this Ordinance.

3. **Reasonable Accommodations Procedure:**
   a. Purpose: The purpose of this Section 4.06(3) is to provide a procedure to request reasonable accommodation from the
strict application of the regulations of this Zoning Ordinance for persons seeking equal access to housing under the Fair Housing Act, 42 USC § 3602(h)(1), as may be amended ("FHA"), and who have disabilities or handicaps as defined by the FHA.

b. Applicability: A request for reasonable accommodation may be made by any person with a disability or handicap, as defined by the FHA, or by an entity acting on behalf of a person or persons with disabilities or handicaps, to provide or secure equal opportunity to use and enjoy housing within the Village when the normal application of these zoning regulations of this Zoning Ordinance would act as a barrier to such equal opportunities. A request for reasonable accommodation may consist of either: (i) a request to locate and operate a community residence in a residential district of the Village; or (ii) a request for a modification or exception to the regulations of this Zoning Ordinance when such modification or exception is necessary to eliminate regulatory barriers and provide a person with a disability or handicap with equal opportunity to use and enjoy a community residence in the Village. Requests for reasonable accommodation shall be made in the manner prescribed by Section 4.06(3)(c) of this Zoning Ordinance.

c. Application Requirements:

i. Application: Requests for reasonable accommodation shall be submitted on an application form provided by the Village and shall contain the following information:

(A) The applicant's name, address, and telephone number;

(B) If applicable, the name, address, and telephone number of the organization or other entity that will operate the proposed community residence;

(C) The street address and legal description of the property for which the request is being made;

(D) The current actual use of the property for which the request is being made; and
ii. Additional Information: The following information shall be submitted with the application:

(AE) A statement from the applicant describing the basis for the claim that the individual (or group of individuals, if application is made by an entity acting on behalf of a person or persons with disabilities or handicaps) is considered disabled or handicapped under the FHA.

(BF) A statement as to why the requested accommodation is financially, therapeutically, or otherwise necessary to afford a handicapped or disabled person equal opportunity to use and enjoy a community residence and housing in the Village; and

(CG) Documentation supporting the financial, therapeutic, or other necessity for the accommodation.

ii. Additional Information for Proposed Community Residences: The following additional information shall be submitted with an application for a proposed Community Residence:

(A) The name, address, and telephone number of the organization or other entity that will operate the proposed Community Residence;

(B) A statement containing the name, address, date of birth, place of birth, driver’s license number, telephone number, and country of citizenship of all officers, directors, partners, managers, and owners of at least 5% of the stock of the proposed operator of the Community Residence;
(C) A statement of the structure of ownership and governance of the proposed operator of the Community Residence;

(D) A certificate statement of whether the proposed operator, or any of the persons identified in the statement required pursuant to Section 4.06(3)(c)(ii)(B) of this Zoning Ordinance, have operated or are currently operating any housing facilities for persons with disabilities, and if so:

(i) The location(s) of those facilities;

(ii) A statement of whether the operator or any of the persons identified have been cited or found liable by any unit of government for any violations of law in connection with the operation of those facilities; and

(iii) A statement of whether any license or certification issued for those facilities to the operator or any of the persons identified has been suspended or revoked;

(E) A certification that there are no existing Community Residences in the Village located on a lot within 800 feet, measured in any direction, of the lot on which the proposed Community Residence will be located; and

(F) Such other information as the Village, from time to time, deems necessary.

iii. Filing: Upon the filing of the application, together with all information required in this section, the Zoning Officer shall refer the request for a reasonable accommodation from the regulations of this Zoning Ordinance to the Plan Commission.

d. Public Hearing: Following the proper filing of a complete application for reasonable accommodation, notice of a
public hearing shall be provided and a public hearing concerning the request for reasonable accommodation shall be conducted by the Plan Commission in accordance with the provisions contained in this Section 4.06(3)(d).

e. Background Checks: Prior to the commencement of the public hearing concerning a request for reasonable accommodation for a Community Residence, the Village Staff shall have the right, but not the obligation, to investigate the moral character and business responsibility of the applicant and all partners, officers, managers, directors, shareholders, ultimate beneficial owners, and agents thereof, and any individuals with at least a 5% interest therein, as deemed necessary for the protection of the public health, safety, and order. The Village Staff shall forward its findings and recommendations to the Plan Commission.

f. Notice: Notice of the public hearing shall be delivered in accordance with Section 5.20 of this Zoning Ordinance.

g. Recommendation: Upon the conclusion of the public hearing, the Plan Commission shall recommend granting, granting with modifications, or denying the request for reasonable accommodation in accordance with Section 4.06(3)(g) of this Zoning Ordinance. The failure of the Plan Commission to act within 90 days after receipt of the application, or such further time to which the applicant may agree, shall be deemed to be a recommendation of the Plan Commission to deny the requested reasonable accommodation.

h. Action by Board of Trustees: The Board of Trustees, within 45 days after receipt of the recommendations of the Plan Commission, shall either approve or deny the proposed request for reasonable accommodation, by ordinance duly adopted and by a simple majority vote, or refer it back to the Plan Commission for further consideration. The failure of the Board of Trustees to act within the time period specified in this Section 4.06(3)(h), or such further time to which the applicant may agree, shall be deemed to be a decision of the Board of Trustees denying the proposed reasonable accommodation. Approval of a reasonable accommodation shall not entitle the applicant to any other approval or issuance of any permit until after all of the standards and
procedures for such other approval or issuance of a permit have been satisfied.

Considerations: In making a determination regarding the reasonableness of a requested accommodation, the following factors shall be considered:

i. Whether the housing that is the subject of the request will be used by an individual or a group of individuals considered disabled or handicapped under the FHA;

ii. Whether the accommodation requested is financially, therapeutically, or otherwise necessary to make specific housing available to the individual or group of individuals with a disability or handicap under the FHA;

iii. Whether there are alternative reasonable accommodations available that would provide an equivalent level of benefit;

iv. Whether alternative accommodations would be suitable based on the circumstances of the particular application;

v. Whether the requested reasonable accommodation would be consistent with the general purpose and intent of the zoning district in which the property is located;

vi. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the Village;

vii. Whether the requested reasonable accommodation will adversely affect vehicular traffic or parking on the subject property or on the streets adjacent to the subject property, or in the neighborhood in which the subject property is located;

viii. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of the regulations set forth in this Zoning Ordinance; and
ix. Whether the requested reasonable accommodation substantially affects the physical attributes of the subject property;

x. Such other factors that the Commission deems necessary and relevant under the circumstances.

j. Prerequisite for Community Residences: The Plan Commission shall not recommend approval of, and the Village Board shall not approve, a request for a reasonable accommodation for a Community Residence unless either:

i. The proposed Community Residence is licensed as a community-integrated living arrangement pursuant to the Community-Integrated Living Arrangements Licensure and Certification Act, 210 ILCS 135/1 et seq., as may be amended ("CILA"); or

ii. If not licensed pursuant to CILA, the proposed Community Residence: (a) will be operated in accordance with the highest and most rigorous professional standards for Community Residences, such as those required pursuant to CILA; and (b) is licensed, certified, or accredited by a government or other highly respected organization with high standards for licensure, certification, or accreditation, as the case may be, through a process similar to the licensing performed by the Illinois Department of Human Services pursuant to CILA, which organization is determined by the Village to be capable of, and satisfactory for, providing such license, certification, or accreditation.

hk. Conditions: In granting a request for reasonable accommodation, the Plan Commission may recommend, and the Village Board may impose, any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would be consistent with the FHA and the considerations listed in this Section 4.06(3).

i. Prohibited Reasonable Accommodations: Notwithstanding any provision of this Section 4.06(3) to the contrary, no reasonable accommodation shall be granted by the Village Board for a Community Residence:
i. Located on a lot that is within 800 feet, measured in any direction, of another lot within the Village on which a community residence is located;

ii. That will serve as the residence for more individuals than permitted pursuant to either (A) the generally applicable maximum occupancy regulations imposed pursuant to the Village Code; or (B) the Community-Integrated Living Arrangements Licensure and Certification Act, 210 ILCS 135/1 et seq., as may be amended, or any rules or regulations promulgated in connection therewith, whether or not the Community Residence is licensed pursuant to CILA; or

iii. At which any therapeutic or medical activities or treatments will take place for either residents or services will be provided to non-residents of the community residence.

m. Ongoing Maintenance: Each Community Residence for which a reasonable accommodation has been approved pursuant to this Section 4.06(3) shall be operated and maintained in accordance with: (i) the highest and most rigorous professional standards for Community Residences, such as those required pursuant to CILA; and (ii) all conditions imposed by the Village in accordance with the ordinance approving the reasonable accommodation. The Village shall have the right, but not the obligation, to inspect the Community Residence for compliance with this Section 4.06(3) at any time and upon reasonable prior notice to the operator of the Community Residence.

n. Reporting: Not less than once per year, each Community Residence for which a reasonable accommodation has been approved pursuant to this Section 4.06(3) shall deliver to the Village Director of Community Development a written report, indicating, without limitation:

i. The number of persons with disabilities residing from time to time in the Community Residence during the reporting year;
ii. The number of persons with disabilities who have moved into, or out of, the Community Residence during the reporting year;

iii. A statement, executed by an authorized representative of the Community Residence, that the Community Residence is operating in accordance with: (i) all conditions imposed by the Village in accordance with the ordinance approving the reasonable accommodation, and (ii) all applicable law;

iv. Copies of all reports delivered during the reporting year to any government or other agency or organization that licenses, certifies, or accredits the Community Residence;

v. Copies of all reports or documents regarding the Community Residence and delivered during the reporting year by such government or other agencies or organizations;

vi. Evidence of continued compliance with the certification standards and conditions set forth in the ordinance approving the reasonable accommodation for the Community Residence; and

vii. Any changes to the information required pursuant to Section 4.06(3)(c) of this Zoning Ordinance.

o. Revocation: Upon the violation of any provision of this Section 4.06(3) or of the ordinance approving the reasonable accommodation, the Village Board shall have the right, but not the obligation, to revoke the reasonable accommodation, upon the provision to the applicant of 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.”

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.
SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]
PASSED this ____ day of _____________, 2011. 2012.

AYES: ______________________________________

NAYS: ______________________________________

ABSENT: ____________________________________

ABSTENTION: ________________________________

APPROVED by me this ____ day of _____________, 2011. 2012.

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

ATTESTED and FILED in my office the
____ day of ____________, 2011. 2012.

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

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Call to Order
President Pro Tem Lawrence Elster called the Committee of the Whole of the Lincolnwood Board of Trustees to order at 6:30 P.M., Tuesday, January 17, 2012 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call
On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Pro Tem Elster, Trustees Patel, Heidtke, Sprogis-Marohn, Swanson
ABSENT: President Turry, Trustee Leftakes

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroshius, Assistant Village Manager; Michael Marzial, Assistant to the Village Manager; Melissa Steier, Management Analyst; Timothy Clarke, Community Development Director; Aaron Cook, Development Manager; Charles Greenstein, Village Treasurer; Steven Elrod, Village Attorney.

Regular Business

1. Budget Meeting

Mr. Wiberg opened discussion regarding dates for the future Budget Meeting. The selection was made by Trustee consensus: Wednesday, February 8, at 6pm.

2. Status Report from the Plan Commission

Plan Commission Chairperson Paul Eisterhold and Commission Member Patricia Goldfein introduced the item.

The following report was presented and Commission Members were identified:

- Mark Yohanna, Vice Chair
- Suzanne Auerbach
- Patricia Goldfein
- Steven Jakubowski
- George Touras
- Don Sampen,

Summary of significant activities of the past year
Held 13 meetings including public hearings and workshops

Considered:

- Three special use requests
- Six text amendments
- One Planned Unit Development – These considerations include two new outlot buildings at the Town Center, two wireless relocations from the Purple Hotel, and text amendment considerations of Group Homes and Residential Design Standards.

- Reviewed one Subdivision Plat for the creation of two new Town Center Outlots.

- Conducted two workshops to review Town Center Outlots.

**FY 2012-13 Anticipated Activities/Goals**

- Review of Parking standards and requirements as found in the Zoning Code

- Continue review and clean-up of the Zoning Code text

- Work on updating the Comprehensive Plan

**Specific Questions or Comments for the Village Board:**

None were identified.

Mr. Eisterhold commended all of the Commissioners for their dedication in attending meetings as often as necessary.

It was suggested that the Village Board join the Commission members for a “Field Trip” through the Village (when warmer weather arrives). Areas to be observed could include the Brickyard Bank Building and the Mobile Service Station on Devon and Cicero.

Discussion and questions ensued with clarification from Commissioner Goldfein and Chairperson Eisterhold.

The Commission has attempted to provide the opportunity for petitioners to be better prepared before coming to Public Hearing or Village Board Meetings. Examples were provided of the difficulty of working with unprepared petitioners.

**Group Home Ordinance**

President Pro Tem Elster asked Chairperson Eisterhold, Commissioner Goldfein and Attorney Elrod for a status report on the group home zoning code amendment application that had been sent to the Plan Commission by the Village Board.

Chairman Eisterhold noted that the Plan Commission has spent two meetings reviewing this matter, and heard extensive testimony from residents and experts in the field. The next meeting is scheduled for February 1, at which time the Commission is expected to review a revised draft of the ordinance prepared by the Village Attorney.

Chairman Eisterhold and Village Attorney Elrod asked the Village Board for input and clarification from the Village Board on two points that the Plan Commissioners would like included in the revised draft ordinance. Attorney Elrod commented that Village Board input at this point would be appropriate because the Village Board is itself, the applicant in this matter (unlike the more traditional zoning application filed by a third party, where the Village Board reserves comment until after the Plan Commission makes its recommendation). The two areas are:

- Should the ordinance require CILA facilities in the Village to comply with a high CILA rating score (perhaps a score of 90 or more). After discussion, the Board consensus was that the ordinance should not impose any requirement that CILA facilities have a particular score. Rather, it is sufficient that a facility is certified to be a CILA under Illinois standards, and the Village should not get involved in reviewing.
what the score is.

- Should the ordinance include higher standards or requirements for non-CILA facilities? After discussion the Board consensus was that non-CILA facilities should be required to meet the same standards as CILA-facilities. Attorney Elrod noted that there are no standards that currently exist for most non-CILA facilities. The Board suggested that the ordinance be adopted to give the Village flexibility in requiring non-CILA facilities be certified by some credible agency in the same way as CILA's are, but that the ordinance should not be overly restrictive with respect to non-CILA's.

Chairman Eisterhold and Commissioner Goldfein noted that the issues concerning non-CILA's were particularly difficult, and suggested that the Plan Commission should vote simply on the CILA issue, and spend more time resolving and drafting the regulations governing non-CILA's. The strong sentiment of the Village Board is that it did not want this matter bifurcated; rather it wanted a complete ordinance.

Finally, the Village Board asked that a message be sent to the Plan Commission that it would like a final recommendation to be made by the Plan Commission at its next meeting, so that the Village Board could have the ordinance back for consideration at the Village Board meeting on February 7.

The Village Board thanked the Plan Commission Chair and the Commissioners for all of their hard work and input.

**Adjournment**

At 7:38 P.M. Trustee Sprogis-Marohn moved to adjourn the Committee of the Whole. Trustee Heidtke seconded the motion. The motion was approved via a Voice Vote.

Respectfully Submitted,

[Signature]

Beryl Herman
Village Clerk
MEETING MINUTES OF THE
PLAN COMMISSION
February 22, 2012
7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN

MEMBERS PRESENT:
Chairman Paul Eisterhold
George Touras
Steve Jakubowski
Patricia Goldfein
Sue Auerbach
Mark Yohanna
Don Sampen

MEMBERS ABSENT:

STAFF PRESENT:
Community Development Director Timothy M. Clarke, AICP
Community Development Manager Aaron N. Cook, AICP
Community Development Coordinator Lauren Wolf

VILLAGE ATTORNEY PRESENT
Steven Elrod

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of six members present and called the meeting to order at 7:07 p.m. Commissioner Jakubowski arrived shortly thereafter.

II. APPROVAL OF MINUTES

Commissioner Touras moved to approve the February 1, 2012 Plan Commission minutes, as amended to change “preambulatory” to “preamble”. Commissioner Yohanna seconded the motion. Motion approved 6-0.


Village Attorney Elrod explained based on discussions at the February 1, 2012 meeting a revised draft ordinance was prepared to reflect the comments, conditions, and revisions requested, by consensus, of the Plan Commission.
Commissioner Touras indicated he would like the preamble to be more specific with a timeline of events and why this issue was sent to the Village Board with a split vote and remanded back to the Plan Commission. However, the consensus of the Plan Commission was that the recitals were fine as revised, and that no further changes were necessary.

Chairman Eisterhold questioned Development Manager Cook concerning Group Home zoning applications from other communities. Manager Cook stated it is a unique request and he did not find or hear back from any community which has unique applications for zoning relief consideration for Group Homes. Chairman Eisterhold indicated that the existing Lincolnwood liquor license application is a starting point for the proposed Group Home application and would appreciate Plan Commission input.

Commissioner Auerbach stated we are supposed to be treating these people as a family. This Commission wants to ask for background checks which is incredibly strenuous. These rules are for those who run a home with more than five un-related people living there. Someone can open and operate a Group Home with only four people living there, and would not have to do anything.

Commissioner Goldfein stated this is still a special accommodation, we want to know this information about the operator not the people living in the home.

Commissioner Jakubowski questioned how the Fair Housing Act address situations when someone with a felony background seeks to apply and be admitted to a Group Home. There is an exclusion in the definition about persons who have been incarcerated. Village Attorney Elrod stated they can still be admitted to a Group Home, if they wanted to run the Group Home they would come before the Plan Commission and Village Board. The qualifications and certifications of the operator should provide you with the necessary information to address issues about the qualifications of the proposed operator who will be operating the home. The Group Home application runs with the operator and not the location.

Village Attorney Elrod highlighted the changes in the new draft ordinance. Discussion ensued.

Chairman Eisterhold asked if there were any further questions from the Commission or audience. There were none. Motion to close the public hearing made by Commissioner Sampen and Seconded by Commissioner Auerbach. On voice vote, the motion passed and the hearing was closed. Motion made by Commissioner Jakubowski for approval of the proposed draft ordinance amending the Village of Lincolnwood Zoning Ordinance regarding Community Residences to reflect the changes in the circulated draft of February 16, 2012 and incorporating all of the comments for which there were consensus reached at tonight's meeting. Seconded by Commissioner Auerbach. Commissioner Touras indicated that he wanted to see a revised version of the document before voting on this. The consensus of the Commission was that the direction given to the Village
Attorney for revision was clear and precise, so that a vote could proceed at this meeting. On Roll Call vote, the motion was approved 6-1, with Commissioner Touras voting nay. Chairman Eisterhold asked that Staff prepare the Group Home application and allow it to be reviewed by the Plan Commission Chairman Eisterhold also requested that the Plan Commission receive a copy of the draft ordinance at the same time that it is sent to the Village Board.

V. OTHER BUSINESS
Commissioner Yohanna will be acting Vice Chairman for the March 14, 2012 Plan Commission meeting.

VI. ADOURNMENT
The next Plan Commission meeting is scheduled for March 14, 2012 at 7:00 PM. Hearing no further business, motion to adjourn made by Commissioner Yohanna. Seconded by Commissioner Sampen. Motion approved unanimously 7-0. Meeting adjourned at 8:47 P.M.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator
MEETING MINUTES OF THE
PLAN COMMISSION
February 1, 2012
7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN

MEMBERS PRESENT:
Chairman Paul Eisterhold
George Touras
Steve Jakubowski
Pat Goldfein
Sue Auerbach
Mark Yohanna

MEMBERS ABSENT:
Don Sampen

STAFF PRESENT:
Community Development Director Timothy M. Clarke, AICP
Community Development Manager Aaron N. Cook, AICP
Community Development Coordinator Lauren Wolf

VILLAGE ATTORNEY PRESENT
Hart Passman

I. CALL TO ORDER

Chairman Eisterhold noted a quorum of six members present and called the meeting to order at 7:09 p.m. Commissioner Jakubowski arrived shortly thereafter.

II. APPROVAL OF MINUTES

Commissioner Yohanna moved to approve the January 4, 2012 Plan Commission minutes, as amended to change “The next Plan Commission meeting is scheduled for February 4, 2012…” to “The next Plan Commission meeting is scheduled for February 1, 2012…”. Commissioner Auerbach seconded the motion. Motion approved 5-0.

Commissioner Yohanna made a motion to amend the agenda to consider Item #5 before Item #4. Commissioner Auerbach seconded. Motion approved 5-0.

III. PUBLIC HEARING: Subdivision Approval – Request: Final Plat of Consolidation – 6743 Central Park Avenue

Chairman Eisterhold swore in petitioner Anthony Kocalis. Development Manager Cook began with a brief power point presentation on the matter. The request is to consolidate parcels. Manager Cook stated that the consolidation of parcels from multiple parcels into a single parcel is best practice. The applicant is seeking a consolidation of his lot with a
recently-transferred eight feet of former public alley way. The southern eight feet of the alley was vacated many years prior, and became a portion of the property of 6743 Central Park. It was determined that the northern eight feet was never in fact fully deeded to the property owner, as intended at the time. When the Village consolidated the parcels that comprise Drake Park (which is adjacent to the subject property), the Village transferred the northern eight feet to the petitioner.

Manager Cook indicated that the proposed consolidation requires three variations from the Village’s Subdivision Ordinance: (1) a variation from the requirement that every lot has four sides, for which a variation can be granted when an applicant demonstrates that creation a four-sided lot is not feasible; (2) a variation from the requirement to install a five-foot-wide sidewalk one foot from the property line; and (3) a variation from the requirements to plant parkway trees. The sidewalk and parkway tree requirements are intended to be enforced when creating lots, not when consolidating lots. Staff believes that the property owner should be granted relief from these requirements.

Chairman Eisterhold indicated that when the Zoning Map is updated with a comprehensive map clean-up, 6743 Central Park Avenue will be updated to reflect the R-3 Zoning District.

Community Development Director Clarke indicated that this was never a live alleyway, and that it was vacated decades ago. The bushes that define the visual boundary between the park and the residence is the north side of the former alley. Once the transfer of this property was complete, the petitioner asked the best practice from Staff. Staff advised him to consolidate the parcels.

Chairman Eisterhold asked if there were any further questions from the Commission or audience. There were none. Hearing no further business, Commissioner Yohanna moved to approve the proposed Plat of Subdivision and the requested variations concerning lot shapes, installation of sidewalks, and parkway trees. The motion was seconded by Commissioner Auerbach. Motion approved 6-0.

III. PUBLIC HEARING: Zoning Code Text Amendment (Remanded from the Village Board on November 15, 2011 and Continued from December 4, 2011 and January 4, 2012) Request: Amendment to Modify the Standards for Group Homes

Chairman Eisterhold explained at the Committee of the Whole meeting on January 17, 2012 the Board of Trustees gave some guidance relative to the proposed text amendments. The Village Board, in its capacity as applicant for the proposed amendments, advised Chairman Eisterhold that it prefers that the proposed amendments track the requirements in the Illinois Community-Integrated Living Arrangements Licensure and Certification Act (“CILA”), but that the amendments apply to both group homes that are licensed under CILA and those that are not. The Village Board also indicated its preference that the proposed ordinance not include a lengthy inspection process or a provision that allows revocation of a group home approval due to the existence of police reports about the home.
Village Attorney Passman stated that the draft ordinance that has been presented to the Commission and dated January 26, 2012 reflects the changes requested by the Plan Commission at the last public hearing and those requested by the Village Board.

Commissioner Jakubowski questioned the text of proposed Section 4.06(3)(i)(ii) of the draft Ordinance, which sets forth requirements for non-CILA group homes. Commissioner Jakubowski requested that this provision be revised to conform to the opinion rendered by Judge Aspen in *North-Shore Chicago Rehabilitation Inc. v. Village of Skokie*, 827 F. Supp. 497, 501.

Commissioner Jakubowski also requested that the Ordinance include requirements for ongoing maintenance and reporting. He suggested that the Ordinance be further revised to require the submission to the Village, on an annual basis, of the reports submitted by group home operators to their licensing or certifying agencies. He further suggested that the reports be certified by an authorized representative of the operator. The Village should have the opportunity to determine whether a group home is being operated in compliance with the Village Code. He also suggested that the Village be allowed to conduct random inspections of approved group homes.

Commissioner Touras stated that at the last hearing, the Commission spent the whole time discussing a higher standard for the Village for group homes, requiring that the operator score a 90 or above on its CILA review. He questioned why this standard was not in the draft Ordinance. Commissioner Goldfein stated that the Village Board is very disinclined to adopt the standards that were discussed at the last Commission hearing. Commissioner Jakubowski noted that the Village should not penalize a well-run CILA that might score less than 90, and advocated a flexible approach.

Commissioner Auerbach agreed that the draft Ordinance should remain vague as to the specific conditions applicable to group homes. Group home applicants should come before the Plan Commission and Village Board for approval, and at that time, the Village can identify the appropriate conditions for approval. She opined that the Village needs to notify the applicants of what will be expected and anticipated of them in order to open and operate a group home in Lincolnwood.

Commissioner Jakubowski stated there are three main provisions of the proposed Ordinance: the prerequisites, the prohibitions, and the conditions. He suggested that the Commission should go through the Ordinance, line by line, to make sure the Commission is comfortable with the Ordinance and to direct Village Attorney Passman to modify the Ordinance as necessary. Discussion ensued as the draft Ordinance was recited line by line.

Commissioner Touras stated that the preamble clause should reflect the amount of work and testimony that was heard by this Commission on the proposed Ordinance.
Commissioner Jakubowski discussed reviewing the maximum number of unrelated persons under the definition of family. Development Manager Cook explained that could be a recommendation to the Village Board to direct the Plan Commission to review this topic at a future Plan Commission meeting. The Commission accepted Manager Cook’s suggestion.

Commissioner Jakubowski discussed the topic of the application process, and wanted the Village to ask for social security numbers and run credit checks and conduct background checks. The Commission directed Village Attorney Passman to look into adding something in the Ordinance about conducting background checks at the cost of the petitioner.

Commissioner Jakubowski questioned the distance requirements and housing requirements. Village Attorney Passman explained that the Federal Fair Housing Act clarifies and dictates that if someone has a qualifying disability and as a result of that disability they need a reasonable accommodation from the applicable laws in order to reside in a community, the disable person is entitled to that accommodation. The Plan Commission directed Community Development Manager Cook to look at other communities and get examples of applications uses for approval of group homes.

The Plan Commission advised Village Attorney Passman to clean up the language regarding the provision of therapeutic services in group homes.

Chairman Eisterhold asked if there were any further questions from the Commission or audience. There were none. Motion to continue made by Commissioner Jakubowski and seconded by Commissioner Yohanna to a date certain of February 22, 2012. Motion approved 6-0.

V. OTHER BUSINESS
None.

VI. ADOURNMENT
The next Plan Commission meeting is scheduled for February 22, 2012 at 7:00 PM. Hearing no further business, motion to adjourn made by Commissioner Yohanna. Seconded by Commissioner Goldfein. Motion approved unanimously 6-0. Meeting adjourned at 9:31 P.M.

Respectfully submitted,

Lauren Wolf  
Community Development Department Coordinator
I. CALL TO ORDER

Chairman Eisterhold noted a quorum of seven members present and called the meeting to order at 7:17 p.m.

II. APPROVAL OF MINUTES

Motion to approve the December 7, 2011 Plan Commission minutes with the amended text “financial institution” changed to “business” was made by Commissioner Auerbach and seconded by Commissioner Jakubowski. Motion approved 7-0.

III. PUBLIC HEARING: Zoning Code Text Amendment (Remanded from the Village Board on November 15, 2011 and Continued from December 4, 2011)
Request: Amendment to Modify the Standards for Group Homes

Community Development Manager briefly went over follow-up information about CILA’s that was distributed in the Plan Commission packet dated January 4, 2012.

Village Attorney Elrod explained this is a complex area. Group homes have been litigated and decided by courts around the country. Governments have attempted to interpret the statute by imposing certain conditions. There have been organizations
attempting to occupy or open a group home that have challenged those regulations. There are conflicting jurisdictions with respect to regulations. Lincolnwood does have some limited ability and authority under its general powers and under the Federal Fair Housing Act to impose certain conditions and standards on otherwise allowable group home arrangements.

Attorney Elrod commented that the Village has reviewed many concerns for possible impact on the Village of Lincolnwood. Those concerns are adequately and very well addressed by the regulations the State of Illinois has imposed on CILA facilities. The adoption by the Village of the CILA requirements is a very good starting point for the Village to adopt into its very own Municipal Code.

Commissioner Jakubowski explained the ordinance that has been drafted accommodates three purposes. Define the Community Residences as a CILA, no one would have a problem with them operating in this community. Secondly, what do you do for the individual who has a disability who needs a ramp and special accommodations that would enable them to live reasonably in the community and that is covered in the draft ordinance because a person cannot be discriminated against on the basis of disability. Lastly, a request for reasonable accommodation may consist of a request to locate and operate a non CILA in town The question is how we are going to deal with part three. Group homes should be monitored and held to the same high standards that the State currently has, with certifications.

Commissioner Touras stated currently Lincolnwood allows five unrelated people to buy a home in Lincolnwood, under CILA how many unrelated people can live together. Commissioner Jakubowski stated it should be at least eight unrelated disabled people.

Commissioner Yohanna questioned if Lincolnwood group homes standards are not met, can the special use be revoked. Attorney Elrod replied yes if that is in the Ordinance.

Attorney Elrod explained the draft Ordinance was not meant to be a complicated document. It was drafted with the intent that the definition of Community Residence is limited to CILA, any application for Community Residence must be a CILA under state law and be licensed under the state act. The Village Board understood this was a creative step in the right direction, they are interested in going forward with this and taking the chance it would deal with a situation of a non-CILA applying if that arose and will make reasonable accommodation under state statute.

Commissioner Yohanna stated if Lincolnwood has its own enforcement mechanisms it might discourage operators from coming into the Community who are not scoring 90-100 on state inspections and hope that Misericordia quality homes come into Lincolnwood. Commissioner Jakubowski agreed. Those high standards need to be adopted into Lincolnwood Ordinance so the Village Board has the authority to revoke the Special Use, or not grant the approval in the first place. Should the Village of Lincolnwood develop a list of standards that up-hold group home applicants to abide by as a condition of the Special Use.
Attorney Elrod stated he would develop a provision in the Ordinance that governs non-CILA’s that creates a requirement for a review or license or certification by some accredited agency. Commissioner Jakubowski agreed that this would be a good start.

Chairman Eisterhold swore in Joanell Voigt President and CEO of Community Alternatives Unlimited which has been operating for over thirty-one years. It is a not for profit organization governed by a voluntary board of directors. One of the programs provided is monitoring the providers of those individuals who live in a CILA. The agency serves about three thousand people, adults eighteen years or older. Fortunate enough to be part of the effort in the 1980’s to create the “CILA”. We are funded by the State of Illinois and it is a Medicaid Community Care Waiver Program. Part of the work that is done is to talk to the individual who lives there, family and guardians and find out if the services that they thought they were going to receive, are being received. Also, find out if they are satisfied in the areas in the rehabilitation program. We are not regulators, we do not license or check the temperature of the water in the home. If deficiencies are seen, we tell the Bureau of Quality Management. If the state regulators make an unannounced visit to a CILA and find the individuals living there are at risk, they contact Community Alternatives Unlimited and we move those individuals immediately to a safe place. The best regulator for CILA’s are the neighbors and the Community itself, they are the people that will call the Village and complain.

Commissioner Sampen questioned the rating process for non-CILA Communities. Commissioner Yohanna questioned the factors that go into rating a CILA. Chairman Eisterhold explained in the Ordinance that Lincolnwood has the right to conserve the taxable land and buildings and stressed concern that the not for profit Community Residences will apply for tax exceptions which will negatively affect the Village and the School District.

Commissioner Jakubowski suggested that Attorney Elrod to draft a set of standards to accommodate the higher standards relative to a highly accredited institution. With a standard grade of 90% or higher and any comparable standards given and come back to the Plan Commission.

Ms. Voight explained they are generally told of the test regulations. The State of Illinois can come in randomly and inspect, or told a few days prior to the inspection of arrival. The BQM score you tend to know when they will arrive, however, you don’t know exactly what they will be looking at.

Joe Feorala, a representative from Misericordia, was sworn in. The inspections are random. He is associated with seven CILA homes and they are always random inspections. They have never received a phone call with a two day notice.

Community Development Director stated that the CILA scores can be reviewed by the public.
Chairman Eisterhold explained the reasonable accommodation runs with the operator and not with the property.

The commissioners then suggested various possible additions to, and modifications of the draft ordinance. Attorney Elrod and Mr. Aaron Cook observed that several of the suggestions would require significant drafting and revisions and, if adopted, would require significant Village Staff oversight and involvement. Attorney Elrod suggested that before he spends more time on this, he would need direction and authorization from the Village Board of Trustees, because this is a Village Board application, and the Village Board is the applicant. Chairman Eisterhold suggested that Attorney Elrod consult with the Village Board and get its input as part of any revised draft he brings back to the Plan Commission. Attorney Elrod said that he will talk to the Board at its January 17 meeting.

Chairman Eisterhold asked if there were any further questions from the Commission or audience. There were none. Hearing no further business Commissioner Jakubowski motioned to continue the public hearing until February 1, 2012 at 7:00 with the Attorney to make a series of amendments to the draft Ordinance and seconded by Commissioner Sampen. Motion approved 7-0.

III. PUBLIC HEARING: Zoning Code Text Amendment (Continued from December 4, 2011)

Request: Amendment Concerning Permitted Obstructions in Required Yards

Community Development Manager Cook presented a power point presentation explaining the intent of the referenced Zoning Code section. Accessory structures and uses such as; decks, pools, detached garages, fences, etc. They are regulated where they are permitted on a lot. These obstructions are referred to in “Required Yards” the issue is making the distinction of Required Yard, Required Rear Yard, Required Side Yard, and building envelope. Staff suggests to eliminate “Required” from the text, and 3.10 to align with that overall intent. When the Zoning Code states “P” for permitted in the Rear Yard, it will only be allowed within the Rear Yard.

Motion to continue made by Commissioner Sampen and Seconded by Commissioner Auerbach. Motion approved 7-0. Chairman Eisterhold asked if there were any further questions from the Commission or audience. There were none.

V. OTHER BUSINESS

Plan Commission Annual Report: The Annual Report will be discussed at the Village Board Committee of the Whole meeting on January 17, 2012 at 7:00 PM, all Plan Commission members are welcome.

Community Development Director Clarke discussed Staff and Plan Commission property maintenance drive around in early Spring. In the upcoming meetings will discuss a couple dates and places to visit.
VI. ADJOURNMENT

The next Plan Commission meeting is scheduled for February 1, 2012 at 7:00 PM. Hearing no further business, Motion to adjourn made by Commissioner Auerbach. Seconded by Commissioner Goldfein. Motion approved unanimously 6-0. Meeting adjourned at 9:57 P.M.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator
MEETING MINUTES OF THE
PLAN COMMISSION
December 7, 2011
7:00 P.M.

LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN

MEMBERS PRESENT:
Chairman Paul Eisterhold
George Touras
Steve Jakubowski
Pat Goldfein
Sue Auerbach
Don Sampen

MEMBERS ABSENT:
Mark Yohanna

STAFF PRESENT:
Community Development Director Timothy M. Clarke, AICP
Community Development Manager Aaron N. Cook, AICP
Community Development Coordinator Lauren Wolf

VILLAGE ATTORNEY PRESENT
Steven Elrod

I. CALL TO ORDER
Chairman Eisterhold noted a quorum of six members present and called the meeting to
order at 7:06 p.m.

II. APPROVAL OF MINUTES
Motion to approve the October 5, 2011 Plan Commission minutes was made by
Commissioner Jakubowski and seconded by Commissioner Sampen. Motion approved 6-0.

III. PUBLIC HEARING: Zoning Code Text Amendment (Remanded from the
Village Board on November 15, 2011) Request: Amendment to Modify the
Standards for Group Homes
Chairman Eisterhold welcomed Harvey Weintraub to speak on behalf of Life source for
the first annual Larry Froman Blood Drive on Thursday December 15, 2011. Chairman
Eisterhold welcomed viewers and noted proper notification was given. Commissioner
Jakubowski suggested using the 911 automated phone call to raise awareness for the
event.
Chairman Eisterhold summarized the background information on the Group Homes Text Amendment and explained it was remanded back to the Plan Commission from the Village Board meeting on November 15, 2011. Previously, the Plan Commission referred this Text Amendment to the Village Board with a 3-3 split vote. The main purpose of this hearing is to hear more public comment.

Development Manager Cook began with a brief presentation to outline current regulations, a time-line overview, and regulations from surrounding communities. Currently, Community Residences are only allowed in the R-4 zoning district with Special Use approval.

Village Attorney Elrod complemented the Village and stated that he has been impressed with the careful and comprehensive way this subject has been handled. He summarized the applicable law, and noted that The Federal Fair Housing Act prohibits discrimination against individuals with disabilities. Local ordinances must not treat disabled persons less favorably than non-disabled persons. Disability includes physical or mental impairment which substantially limits a person’s major life activities.Juvenile delinquents, ex-convicts, sex offenders and current users of illegal drugs are not considered under the Act as persons with disabilities. Local governments must take “reasonable accommodations” concerning housing for persons with disabilities.

Development Manager Cook explained what surrounding communities are doing with Group Homes. Chicago Permits By Right in all Residential Districts. Evanston uses the term Residential Care Home and are Permitted By Right using a Category 1 term for four to eight occupants. However, Category 2 for nine or more occupants need to apply for a Special Use approval. Skokie refers to Group Homes as Congregate Living Facilities, they are a restricted use and permitted upon staff determination of State Licensing compliance with maximum bedroom requirements, and distance separation requirements. If any Congregate Living Facility exceeds these standards they may go forward with a public hearing process for a Special Use Approval. Glenview allows Family Community Residences Permitted By Right in Single Family Residential Districts with a State Certified operator and a 500 foot distance separation, all other requests require a Special Use approval. Northfield Community Residences are Permitted By Right in Single Family Residential Districts class 1 and class 2 are up to eight residences and distance separation, a Special Use approval for nine or more residents. Lastly, Wilmette classifies Group Homes as Permitted By Right in Residential Districts up to five residents and a 1,320 foot distance separation, larger group homes are not permitted.

Village Attorney Elrod provided options that the Plan Commission has for recommendation back up to the Village Board. Three options consist of: (1) maintaining the status quo and keep the Zoning Code the way is, (2) amend the existing use table, or (3) adopt a text amendment to satisfy “reasonable accommodation requirement”. He explained that the Village Board expressed a preference for Option 3, and had instructed him to draft that text amendment.
In response to questions from Commissioners, Village Attorney explained that the issue is when a Village desires to define family as an unlimited number of those related, that becomes the class against which the persons with disabilities are measured.

Commissioner Auerbach explained that she understood the Group Homes were intended to be long-term stay. Development Manager stated he had seen temporary and long-term stay process. The temporary homes were looked at in a Zoning aspect for a business license process.

Chairman Eisterhold opened the meeting up to public comment and questions.

Anne Carini Knox Avenue. Certainly favorable for the proposed Text Amendment. Lincolnwood is not a discriminatory community of people with disabilities living in the neighborhood.

Denise Cozzini Sauganash Avenue. Resident over thirty years. There is fear of the unknown and it keeps us from experiencing new and wonderful things. Hope Board agrees.

Tina Lawrence Sauganash Avenue. 27 year resident. Hope the Board considers this. Delighted to have Group Home residents living next door to her. Been around those young men and women and they are wonderful human beings.

Nancy and Paul Otter LeMai Avenue. Currently, they live in the home Paul’s Grandfather built. Have two sons that living in a Community Residence. Applaud the Village for taking this issue so seriously, it enhances a Community. Wish they had the opportunity to have there sons live in Lincolnwood with them. The amount funding that the individual has with the disability is made by the State. Families work with an agency to set up the best possible living arrangement for the individual with the disability. Most of the funding for Group Homes comes from funding through the State. It was very important to the Otter’s to have the homes allow there children to function independently but have an reliable and safe home.

Pracha Paramadilok Wallen Avenue. 16 year resident. Applaud the Village Attorney for complying with federal laws. Mr. Paramadilok read quotes from the Federal Fair Housing Act. He stressed people with disabilities need to have a fair treatment. His son has down syndrome and explained that people with disabilities go through a vigorous screening process before they can even enter a Group Home.

Opart Paramadilok Loyola Avenue. Expressed favor for the Text Amendment for Group Homes.

Peter Moy Kilpatrick Avenue. Mr. Moy explained this is a very tough issue. It is a general issue. Wide range of quality of homes from one to another. If considerations are based on the way the homes are run, how do you differentiate between one that is well kept and one that is not well funded and not well kept. Then subject to discrimination.
from one home against another. This is a land-use issue, with vision 20/20 and numerous revisions to the comprehensive plan, not one resident stated that the Zoning Ordinance be changed. It needs to be all or none, what are the perimeters that we do not allow one to come into the Community.

Susan Colletti Keating Avenue. In favor of anything this Board can do to open arms to those who are less fortunate and who needs and deserve and excellent place to live. Do not procrastinate on a decision that is fundamentally simple. The Plan Commission needs to speak to other Community Commissioners and see what they do in other Communities.

Gail Schechter Executive Director of Interfaith Housing Center of the Northern Suburbs which is a Fair Housing Agency that covers the sixteen community areas from Lincolnwood and Evanston all the way to Highland Park. Receive funding from Fair Housing Initiatives Program to do enforcement on fair housing and community outreach. Spoke in favor for the work that Lincolnwood is doing for the Text Amendment process. Ms. Schechter hopes to see Affordable Housing on the Lincolnwood Agenda soon. Raised concerns about the Ordinance regarding the spacing Ordinance because you risk not providing a reasonable accommodation. Also, concerned about the draft Ordinance prohibiting treatment in the group home, and the number of persons. It is a lot safer to use a definition of number of persons rather than the definition of family, eight to ten seems reasonable. Lastly, been in communication with Daniel Lauber who is a known planner and attorney who has done a lot of work with Group Homes in Illinois. He wrote the model Zoning Ordinance for the ABA and APA and works with municipalities to bring them into compliance with the Fair Housing Act with Group Homes, he has also offered to hold a workshop for the Village.

John Vodopic East Prairie Road. His sister lives in a group home. The Village of Lincolnwood needs to take the next step for those to have the right to establish a Group Home, families would be blessed to raise a family in Lincolnwood.

Frances Carini Minnehaha Avenue. Surprised to hear that the Board has such opposition to amend the Text to allow group homes. People are not doing there homework to see what a CILA and Group Home is like. Concerned that there is not enough diversity in our children’s lives, bring the group homes to Lincolnwood. Hope Lincolnwood does the right thing to allow the group homes.

Commissioner Jakubowski questioned if Staff could have someone from the State come out and explain how these houses are run and what the requirements consist of. Development Manager Cook stated there are entities in the audience that will speak and answer questions.

Alan Goldstein Kenton Avenue. 13 Year Resident. Thanked the Commission for the opportunity to speak, and appreciated the fact that Lincolnwood is being pro-active on this issue. This is about the fundamental characteristic of Lincolnwood, is Lincolnwood a community that embraces integration, or is Lincolnwood a community that is lagging behind its neighbors in permitting group homes into the area. Submitted a lengthy letter to the Commission with numerous court cases that the majority of the time the Village
loses in the court of law. Urge Commissioners to read the cases because they are eye opening. In regards to the three proposed options for the Text Amendment should be decided on facts not fears. All the neighboring Communities allow group homes. The current Zoning map looks like segregation, time is of the essence when remedying discrimination. The reasonable accommodation Ordinance needs to be adopted immediately.

Mary Pat O’Brien Administrator for Misericordia. Worked at Misericordia for 34 years, and had CILAS for 20 years. There are very specific regulations in regards to size of homes and bedrooms. Homes need to be at least 800 feet away, no more than eight disabled individuals, one bathroom for every four residents, maximum of two per bedroom with a minimum of 55 square feet or one resident with minimum bedroom of minimum 75 square feet. All CILA agencies are licensed and it’s a process were the people from DHS to come the house and inspect. CILA’s need State Fire Marshall approval and all safety concerns are addressed. People apply for funding from the State, and the family can look at any agency they want to. Once a year the homes are inspected and graded on a 100 point grade scale. If a home receives a grade of 100 then they may not come back for two years, however if the house does not receive a 100 points they will come more regularly and re-inspect. Every resident is seen individually by a case management individual four times a year. The State also does quality assurance reviews and stop by randomly and pick any part of the CILA and inspect and do a report which are public knowledge. The annual reviews are conducted by The Department of Human Services Division of Developmental Disabilities. Ms. O’Brien offered to have Community Alternatives Executive Director to come and speak to the Commission. There is a law suit currently against the State of Illinois that they must have at least 600 people placed in a CILA. Currently, there is not an application in for review for Misericordia in Lincolnwood, the interest is that all people with disabilities can live in Lincolnwood not just in R-4. CILA approves a home before it is occupied, a home can be bought before CILA approves the home.

Kevin Connelly Chief Financial Advisor for Misericordia explained most funders cannot touch Lincolnwood, the reason is they wouldn’t make money in Lincolnwood. Misericordia can operate because of the fund raising. The cost of a home in Lincolnwood would not be financially appealing for most providers. The funding from the State does not cover the average cost to live in the group home. The for-profit providers would not likely come to Lincolnwood because it wouldn’t be viable option. There are six hundred people affiliated with Misericordia, and they are typically more independent residents. Misericordia is currently owed about fifteen million dollars from the State of Illinois. Parking will not be a burden to the community because there are garages and driveways.

Kathy O’Brien Fitch Avenue. Ms. O’Brien is an architect and worked for numerous clients that have disabilities, it is an emotionally charged issue. The tough part is that group homes are allowed in Lincolnwood already. The issue is the fact that Lincolnwood would be allowing a business into a residential community. From a zoning standpoint it is correct for group homes to be limited to the R-4 district. No matter how noble the cause, group homes are still a business, form a zoning standpoint it is a completely
different issue. Commissioner Jakubowski stated the Federal Government has taken away the choice to make the decision about whether or not it is a business.

Commissioner Auerbach suggested that an invitation be sent to different organizations to come speak about this Text Amendment.

Hearing no further business Commissioner Sampen motioned to continue the public hearing until January 4, 2012 at 7:00 and seconded by Commissioner Touras. Motion approved 6-0.

III. PUBLIC HEARING: Zoning Code Text Amendment
Request: Amendment Concerning Permitted Obstructions in Required Yards

Chairman Eisterhold opened the public hearing and continued the Text Amendment consideration until a date certain of January 4, 2012. Motion to continue made by Commissioner Auerbach and Seconded by Commissioner Goldfein. Motion approved 6-0. Chairman Eisterhold asked if there were any further questions from the Commission or audience. There were none.

V. OTHER BUSINESS

2012 Plan Commission Meeting Schedule: Motion to approve the 2012 Plan Commission Meeting Schedule made by Commissioner Goldfein and seconded by Commissioner Auerbach. Chairman Eisterhold noted that he will not be present for the March 14, 2012 meeting and Vice Chairman Yohanna will conduct the meeting. Motion approved 6-0.

VI. ADJOURNMENT

The next Plan Commission meeting is scheduled for January 4, 2012 at 7:00 PM. Hearing no further business, Motion to adjourn made by Commissioner Goldfein. Seconded by Commissioner Jakubowski. Motion approved unanimously 6-0. Meeting adjourned at 9:26 P.M.

Respectfully submitted,

Lauren Wolf
Community Development Department Coordinator
Request for Board Action

REFERRED TO BOARD: March 20, 2012  AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Village Manager’s Office

SUBJECT: Consideration of a Resolution Approving the Extension of a Waste Contract Between the Village and Groot Recycling and Waste Services, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On July 14, 2005 the Village Board extended an agreement with Groot Recycling and Waste Services that expires on July 31, 2012. This contract provides garbage, recycling, and yard waste hauling services for all residents, Village facilities, School District 74, and the Lincolnwood Library. Groot has been the sole waste hauling provider since July 1, 1994. In anticipation of the contract expiration staff sought input and direction from the Village Board on July 21, 2011. At the conclusion of the discussion the Village Board directed that if staff could negotiate a favorable contract renewal with Groot, the Village Board would not seek competitive bids for this service. Following the meeting the Village Manager and Assistant Village Manager held meetings with Frank Hillegonds, the Municipal Manager for Groot Industries to negotiate a new contract. Staff also enlisted the consultation services of the Solid Waste Agency of Northern Cook County (SWANCC). On January 26, 2012 a tentative agreement was reached between Groot and the Village’s team.

At the February 21, 2012 Committee of the Whole meeting the Village Board discussed the proposal and, after a consensus was reached, directed staff to develop a draft agreement. Attached is the proposed agreement. The substantive elements to the draft agreement are as follows:

Rate Proposal
The agreed upon rates are:

<table>
<thead>
<tr>
<th></th>
<th>Current Per Unit Rate &amp; Cart Maintenance</th>
<th>Year 1 – 09/01/2012</th>
<th>Year 2 – 09/01/2013</th>
<th>Year 3 – 09/01/2014</th>
<th>Year 4 – 09/01/2015</th>
<th>Year 5 – 09/01/2016</th>
<th>Year 6 – 09/01/2017</th>
<th>Year 7 – 09/01/2018</th>
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<tr>
<td>Cart</td>
<td>.75</td>
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<td>14.03</td>
<td>14.38</td>
<td>14.79</td>
<td>15.23</td>
<td>15.68</td>
</tr>
<tr>
<td>Multi-family</td>
<td>6.31</td>
<td>6.31</td>
<td>6.56</td>
<td>6.79</td>
<td>6.99</td>
<td>7.20</td>
<td>7.42</td>
<td>7.64</td>
</tr>
</tbody>
</table>
The percentage increase to the Single Family collection rate is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/12</td>
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<tr>
<td>9/1/13</td>
<td>2.0%</td>
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<td>9/1/14</td>
<td>2.0%</td>
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<tr>
<td>9/1/15</td>
<td>2.5%</td>
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<tr>
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<td>2.5%</td>
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<tr>
<td>9/1/17</td>
<td>2.9%</td>
</tr>
<tr>
<td>9/1/18</td>
<td>2.9%</td>
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</tbody>
</table>

This is an average increase of 2.1% over the seven years.

The proposed agreement also includes a per-unit, per month rate for the maintenance of the Recycling Carts that were paid for over the life of the previous agreement. The staff at SWANCC confirm that these maintenance costs are necessary as recycling carts become worn and eventually require repair and/or replacement. The recycling carts are already seven years old. The first year rate is reduced by $0.60 with subsequent rate increases of $0.05 in years three and five only. When the Single Family collection rate and Recycling Cart maintenance rate added together, the combined rate for Single Family collection reduces by 4.5% and does not exceed the current 2012 rate until September 1, 2015.

The Multi-family collection rate will be adjusted as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/12</td>
<td>0.0%</td>
</tr>
<tr>
<td>9/1/13</td>
<td>3.8%</td>
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<td>.30%</td>
</tr>
<tr>
<td>9/1/18</td>
<td>2.9%</td>
</tr>
</tbody>
</table>

This is an average increase of 2.7% over the seven years.

**Additional Items**

The Village pays for garbage and recycling collection on behalf of School District 74. The proposed agreement includes a rate freeze until September 1, 2013 for the School District 74 collection of $7,883.16 per year. Rate adjustments thereafter are the same as what is proposed for Single Family Collection.

The proposed agreement includes one additional day of garbage toter and recycling cart deliveries per week which has been a service request of many Village residents, increased promotion of recycling in the Village, and additional recycling carts will be placed at Village Hall. The proposed agreement also includes a Force Majeure clause which excuses liability of the Village or Groot to do or perform any obligations of the agreement due to causes beyond their control. Such instances causes include acts of nature, acts of war, embargoes, riots, and vandalism.

**FINANCIAL IMPACT:**

The current cost of the Groot contract is $722,089. Funds are budgeted in the Fiscal Year 2012-13 budget for this expense.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Agreement

**RECOMMENDED MOTION:**

Move to approve a Resolution approving the extension of a waste contract between the Village and Groot Recycling and Waste Services, Inc.
VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2012-__________

A RESOLUTION APPROVING THE EXTENSION OF
A WASTE CONTRACT BETWEEN THE VILLAGE
AND GROOT RECYCLING AND WASTE SERVICES, INC.

WHEREAS, the Village and Groot Recycling and Waste Services, Inc. ("Groot") entered into a contract dated July 1, 1994, for the provision by Groot of residential waste collection and disposal services ("Contract"); and

WHEREAS, the Village and Groot have twice extended the term of the Contract, and the current Contract term will expire on August 31, 2012; and

WHEREAS, the Village and Groot desire to enter into a further extension of the Contract for an additional seven-year term, through and including August 31, 2019 ("Contract Extension"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract Extension with Groot 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 EXTENSION. The Contract Extension by and between the Village and Groot shall be, and is hereby, approved in substantially the form attached to this Resolution as Exhibit A.

SECTION 3. EXECUTION OF CONTRACT EXTENSION. 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 Extension upon receipt by the Village Clerk of at least one original copy of the Contract Extension executed by Groot; provided, however, that if the executed copy of the Contract Extension is not received by the Village Clerk within 30 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.

PASSED this ___ day of March, 2012.

AYES: ______
NAYS:_____
ABSENT:___
ABSTENTION:_____
APPROVED by me this _____ day of March, 2012.

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

ATTESTED and FILED in my office this
_____ day of March, 2012

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

#11017495_v1
EXHIBIT A

CONTRACT EXTENSION
WASTE CONTRACT
BETWEEN THE VILLAGE OF LINCOLNWOOD AND GROOT RECYCLING AND
WASTE SERVICES, INC.

Whereas, the Village of Lincolnwood, a Municipal Corporation, hereinafter referred to as the “Municipality”, and Groot Recycling and Waste Services, Inc., hereinafter referred to as “Contractor”, entered into a contract for provision of waste hauling services on the first day of July, 1994 (“Contract”), which contract was amended on the first day of July, 1999, and amended further on the 14th day of July, 2005; and

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

Whereas, the Municipality as a home rule municipality has the authority to adopt ordinances and to promulgate ordinances, rules and regulations that pertain to its government and affairs; and

Whereas, the Village President and Board of Trustees (collectively, the “Corporate Authorities”) previously approved execution of the Contract to provide municipal waste collection, transportation and disposal services to its residents and impose on its residents rates and charges relating to such services; and

Whereas, the Corporate Authorities have determined, at their regular Board of Trustees meeting held on March 6, 2012, that it is in the best interests of its residents to continue with the existing Contract, and to extend the term of such Contract with the Contractor as a single waste hauler to collect, transport and dispose of municipal waste in accordance with the Contract for the next seven years commencing on September 1, 2012 and ending August 31, 2019, in accordance with the following terms and provisions;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.

“Breach” means one of the items described in Sections 11.1 or 11.2.

"Bulk Items" means items including, but not limited to, pianos, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures and White Goods.

"Event of Default" has the meaning specified in Sections 11.3 and 11.4.

"GTS" means the Glenview Transfer Station constructed by SWANCC and located northeast of the intersection of Central Road and Des Plaines River Road in Glenview, Illinois.

"Landscape Waste" means items including, but not limited to, grass clippings, shrubbery cuttings, leaves, tree limbs (less than 4 inches in diameter) and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

“Municipal Service” means the service provided by the Contractor, on behalf of the Municipality, pursuant to Sections 2.1 and 4.1.

“Municipality” means the Village of Lincolnwood, Illinois.

“Multiple Family Dwelling” means a building containing five (5) or more residential dwelling units excluding townhouses.

"Non-SWANCC Waste" means residential Landscape Waste, residential Bulk Items, certain residential Recyclable Materials (as described in Article IX), and any other materials designated by the Municipality for collection, provided that such materials are not SWANCC Waste.

"Private Service" means the service provided by the Contractor pursuant to Sections 2.2 and 4.2.

“Project Use Agreement" means the Project Use Agreement, dated March 25, 1992, between SWANCC and the Municipality, as amended from time to time.

"Recyclable Materials" means items including, but not limited to, aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, clipboard, white and colored paper, brown kraft paper bags), corrugated cardboard, #1 PETE plastic containers, #2 HPDE plastic containers, #3V, #4 LDPE, aseptic beverage containers, six-pack rings and twelve-pack bands, and all other items that the Municipality may require to be recycled.

"Single-Family Dwelling” means a building containing a single family dwelling unit of four (4) or less dwelling units and any single-family ground level attached dwelling unit commonly known as “townhouses”.

"State” means the State of Illinois.

“SWANCC” means the Solid Waste Agency of Northern Cook County.

"SWANCC Waste” means garbage and general household waste discarded by persons residing in single-family and multiple family dwellings.

“Village Code” means the Municipal Code of Lincolnwood, as may be amended from time to time.
“White Goods” means items including, but not limited to, stoves, ovens (including microwave ovens), washing machines, dryers, air conditioners, refrigerators, freezers, dehumidifiers, water softeners, water heaters, trash compactors and dishwashers.

ARTICLE II
SCOPE OF SERVICES

Section 2.1. Municipal Services. The Contractor shall provide, on behalf of the Municipality, complete service for (a) the collection and transportation of all SWANCC Waste to the GTS or to such other SWANCC or Non-SWANCC facility designated by the Municipality, and (b) the collection, transportation and disposal or sale of all Non-SWANCC Waste at the facility or facilities as designated and approved by the Municipality. The Contractor shall be the sole and exclusive agent of the Municipality to provide the above-referenced Municipal Services. The Municipality assumes all disposal cost as billed directly by SWANCC or other waste disposal provider.

Section 2.2. Private Services. The Contractor shall, on its own behalf (and not on behalf of the Municipality), provide for the collection, transportation and disposal of all Private Service waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor and in accordance with the provisions of Section 4.2.

Section 2.3. [Reserved]

Section 2.4. Excluded Services. Waste collection, transportation and disposal from commercial and industrial establishments within the Municipality are not included within this Contract.

Section 2.5. Modification of Required Services. The Municipality reserves the right to adjust or expand the scope of Municipal Services required under this Contract, upon thirty (30) days prior written notice to the Contractor, to accommodate changes in the definition of SWANCC Waste or changes in the scope of services provided by SWANCC. The Municipality and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Contract required as a result of any adjustment or expansion of Municipal Services.

ARTICLE III
TERM OF WASTE CONTRACT

Section 3.1. Term of Contract. The initial term of this Contract commenced on July 1, 1994, and ended on June 30, 1999. The first extension of this waste contract commenced on July 1, 1999 and ended on June 30, 2005. The second extension of this waste contract commenced on September 1, 2005 and ended on August 31, 2012. The third extension of this waste contract shall commence on September 1, 2012 and end on August 31, 2019 unless terminated at an earlier date pursuant to the terms of the Contract. Prior to the expiration of this Contract, an
annual or multi-year renewal contract may be negotiated between the contractor and the Municipality.

ARTICLE IV
WASTE COLLECTION AND DISPOSAL

Section 4.1. Municipal Service.

(a) SWANCC Waste. Materials to be collected by the Contractor in accordance with the schedule provided in Section 4.3 and transported to the GTS or such other SWANCC or Non-SWANCC facility designated by the Municipality.

(b) Non-SWANCC Waste. Materials to be collected by the Contractor in accordance with the schedule provided in Section 4.3 and transported to a facility designated and approved by the Municipality shall include the following:

(i) Bulk Items as provided in Article VII.
(ii) Landscape Waste as provided in Article VIII.
(iii) Recyclable Materials as provided in Article IX.
(iv) Rimless tires shall be considered as special waste and shall be handled as a special collection for the Municipality and delivered to a Municipality approved disposal site or to a SWANCC designated facility.

Section 4.2. Private Service. In addition to the Municipal Services provided by the Contractor on behalf of the Municipality under Section 4.1, the Contractor shall also make available to the residents of the Municipality Private Service for all types of waste not otherwise covered by this Contract including, but not limited to, large auto parts (excluding rimless tires), tree stumps, earth, sod, rocks, concrete, rubble and waste from remodeling, construction and demolition of buildings, excavations and other materials; provided, however, that the Contractor shall not be required to provide for the collection and disposal of poisonous or toxic materials and large quantities of liquid requiring tank truck disposal equipment. The Contractor shall charge and bill the resident directly for the collection transportation and disposal as provided in Section 5.2.

For services provided pursuant to this Section 4.2, the Contractor agrees to keep available tractor loaders, trailers and other necessary equipment. Upon the request of a resident and in accordance with Section 5.2, the Contractor shall furnish an estimate for the cost of removal of any materials named in the immediately preceding paragraph.

Notwithstanding anything herein to the contrary, the Contractor shall not be required to enter private homes for the purpose of collection and disposal of waste.

Section 4.3. Schedule and Location of Collection.

(a) Municipal Service Waste.
(i) SWANCC Waste and Non-SWANCC Waste located at the curb side of any single-family dwellings shall be collected each Monday between the hours of 7 a.m. and 6 p.m. In the event a holiday falls on a Sunday or a Monday, collection shall be made on Tuesday.

(ii) SWANCC Waste and Non-SWANCC Waste located at multiple family dwellings shall be collected as needed and as determined by each building owner, facility manager and/or homeowners association subject to review and approval by the Municipality.

(iii) If the Contractor wishes to recommend a change to the Municipality of the collection day, the Contractor shall advise the Municipality in writing at least 90 days from the proposed date the requested change is to take effect. A change shall be effected only upon formal written authorization from the Municipality's Corporate Authorities. The Contractor shall bear all costs involved in notifying residents of approved schedule and route changes requested.

(b) Municipal Facilities.

(i) Village Hall, Police, Fire, Community Center, Public Works, and Aquatic Center waste and recycling pick-up will be determined by the Municipality on an as-needed basis. A dumpster for recycling shall be placed by Contractor at each such facility.

(ii) Dumpsters at Public Works facilities are to be picked up once per week or as needed. From October 1 to November 31, two (2) additional cubic yard dumpsters shall be picked up daily or as needed.

(iii) School District No. 74 pick-up shall be at least three (3) times per week or as needed.

(iv) Lincolnwood Public Library pick-up shall be at least once a week or as needed.

(c) Private Service Waste. Private service waste shall be collected in accordance with the provisions of Section 4.2 on a day mutually agreed to by the Contractor and the resident between the hours of 7 a.m. and 6 p.m.

(d) The Municipality reserves the right to improve any street or alley which may prevent the Contractor from traveling his/her accustomed route or routes for collection. The Contractor shall contact the Public Works Department prior to each construction season to determine areas of conflict and possible alternate routes or solutions. No additional compensation will be made for this interference.
Section 4.4. Collection Containers.

(a) Single-Family Dwellings. The contractor shall maintain each existing roll-away cart currently located at each Single-Family Dwelling, and shall retain ownership of all containers for the collection of SWANCC Waste. Said containers shall be 90+ gallon roll-away cart with a fly-tight lid. The owner or occupant of a Single-Family Dwelling unit may request, and the contractor shall provide in lieu of a 90+ gallon roll-away cart, either a 60+ gallon roll away cart with a fly-tight lid or a 40+ gallon roll-way cart with a fly tight lid. On at least two days during every calendar week, Contractor shall provide replacement carts for any damaged carts without charge.

(b) Municipal Facilities.

(i) Public Works Facility. Contractor shall provide 15 cubic yard and or 20 cubic yard dumpsters and two additional 20 cubic yard dumpsters from October 1 to November 31, plus any additional containers determined to be needed by the Municipality shall be provided.

(ii) Village Hall, Police, Fire, Community Center, Aquatic Center, Library and School District No. 74 Facilities.

Contractor shall provide at a minimum:

- 1-1.5 cubic yard containers and 2 cubic yard containers for Village Hall, Police, Fire, Community Center, and Aquatic Center.

- two 8 cubic yard containers at School District No. 74 facilities.

- two 2 cubic yard containers at the Lincolnwood Public Library.

- In addition, Contractor shall provide any additional containers as determined to be needed by the Municipality.

(c) All containers, as set forth above, shall be solely owned by and maintained by the Contractor. The number of dumpsters may be reduced and frequency of pick-ups may be increased pursuant to the mutual agreement of the Municipality and the Contractor.

Section 4.5. Disposal of Waste.

(a) SWANCC Waste. The Contractor shall transport for processing all SWANCC Waste collected pursuant to this Contract to the GTS or such other SWANCC or Non-SWANCC facility designated by the Municipality all in accordance with the laws of the State, any United States governmental agencies, and as directed by the Municipality. Such SWANCC Waste shall not be commingled with any other waste.
(b) Non-SWANCC Waste.

(i) Recyclable Materials collected shall be transported for sale (with an intermediate diversion for processing permitted) to sites approved by the Municipality.

(ii) Landscape Waste collected shall be transported to permitted sites approved by the Municipality.

(iii) Bulk Items, including White Goods, shall be transported to permitted sites approved by the Municipality for disposal or recycling in accordance with applicable laws.

Section 4.6. Waste Collection Data. The Contractor shall provide to the Municipality, at least once per month, a report on the quantity of all waste collected within the Municipality. The report shall contain a detailed breakdown of the types of waste collected and shall be further detailed by the origin of the waste collected. The reporting format and detail of data contained within said report shall be determined and approved in advance by the Municipality.

ARTICLE V
COMPENSATION

Section 5.1. Municipal Service.

(a) Compensation For Municipal Services to Single-Family Dwellings. The Municipality shall pay to the Contractor the following amounts for the provision of Municipal Services to Single-Family Dwellings at the following monthly rates:

(i) For the year commencing September 1, 2012, $13.29 per dwelling unit.

(ii) Effective September 1, 2013, compensation for Municipal Services to Single-Family Dwellings shall be increased to $13.56 per dwelling unit.

(iii) Effective September 1, 2014, compensation for Municipal Services to Single-Family Dwellings shall be increased to $13.83 per dwelling unit.

(iv) Effective September 1, 2015, compensation for Municipal Services to Single-Family Dwellings shall be increased to $14.18 per dwelling unit.

(v) Effective September 1, 2016, compensation for Municipal Services to Single-Family Dwellings shall be increased to $14.54 per dwelling unit.

(vi) Effective September 1, 2017, compensation for Municipal Services to Single-Family Dwellings shall be increased to $14.98 per dwelling unit.
(vii) Effective September 1, 2018, compensation for Municipal Services to Single-Family Dwellings shall be increased to $15.43 per dwelling unit.

(b) Compensation for Recycling Cart Maintenance shall be paid by the Municipality to the Contractor at a rate of $0.15 per cart, per month, except that:

(i) Effective September 1, 2014 the Recycling Cart Maintenance shall be at a rate of $0.20 per cart, per month; and

(ii) Effective September 1, 2016 the Recycling Cart Maintenance shall be at a rate of $0.25 per cart, per month.

(c) The Municipality shall pay to the Contractor the following amounts for the provision of Municipal Services to School District #74 at the following monthly rates:

(i) For the year commencing September 1, 2012, $656.93.

(ii) Effective September 1, 2013, compensation for Municipal Services to Single-Family Dwellings shall be increased to $670.07.

(iii) Effective September 1, 2014, compensation for Municipal Services to Single-Family Dwellings shall be increased to $683.47.

(iv) Effective September 1, 2015, compensation for Municipal Services to Single-Family Dwellings shall be increased to $700.56.

(v) Effective September 1, 2016, compensation for Municipal Services to Single-Family Dwellings shall be increased to $718.07.

(vi) Effective September 1, 2017, compensation for Municipal Services to Single-Family Dwellings shall be increased to $738.89.

(vii) Effective September 1, 2018, compensation for Municipal Services to Single-Family Dwellings shall be increased to $760.32.

(d) Municipal Facilities.

(i) Waste and recycling from all Municipality Facilities, including but not limited to Village Hall, Police, Fire, Public Works, Community Center, and Aquatic Center, and also the Lincolnwood Library will picked up for no additional charge one time per week and as needed, to be determined by the Municipality.

(ii) For the year commencing September 1, 2012 Public Works dumpster roll-off service will be provided at a rate of $230.20 per load pickup and delivery charge and $54.05 per ton for disposal. These rates shall remain in effect until August 30,
2014. Effective September 1, 2014 annual increases to these rates shall not exceed 2.5% each year.

(e) Compensation For Municipal Services to Multiple Family Dwellings. The Municipality shall pay to the Contractor the following amounts for the provision of Municipal Services to Multiple Family Dwellings at the following monthly rates:

(i) For the year commencing September 1, 2012, $6.31 per dwelling unit.

(ii) Effective September 1, 2013 compensation for Municipal Services to Multiple Family Dwellings shall be increased to $6.56 per dwelling unit.

(iii) Effective September 1, 2014 compensation for Municipal Services to Multiple Family Dwellings shall be increased to $6.79 per dwelling unit.

(iv) Effective September 1, 2015, compensation for Municipal Services to Multiple Family Dwellings shall be increased to $6.99 per dwelling unit.

(v) Effective September 1, 2016, compensation for Municipal Services to Multiple Family Dwellings shall be increased to $7.20 per dwelling unit.

(vi) Effective September 1, 2017, compensation for Municipal Services to Multiple Family Dwellings shall be increased to $7.42 per dwelling unit.

(vii) Effective September 1, 2018, compensation for Municipal Services to Multiple Family Dwellings shall be increased to $7.64 per dwelling unit.

(f) Payment Terms.

(i) The Municipality shall make a good faith attempt to pay the Contractor promptly upon receipt of a monthly invoice.

(ii) Only such pick-ups shall be made as have been certified by the Municipality, and the Contractor shall not be entitled to payment for any pick-up(s) made and not certified by the Municipality.

1. In the event that a residence has been certified for service and the Municipality wishes to temporarily suspend such services (possibly due to vacations at such residence), the Municipality shall notify the Contractor to that effect at least one week prior to the date of temporary suspension of such service.

2. The Contractor shall advise the Municipality of any request by an owner or occupant of a residence requesting temporary suspension of services, and the Municipality shall determine the temporary suspension of
service and notify the Contractor of the decision at least one week prior to the time of temporary suspension of such service.

(iii) The amount actually paid to the Contractor, will only be on the actual number of collections made by the Contractor.

(iv) With each invoice, the Contractor shall provide the Municipality with all waste and recycling volume and tonnage weight tickets and shall comply with other such reporting requirements as may be established by the Municipality.

Section 5.2. **Private Service.** For providing Private Services to residents, the Contractor shall bill and collect from residents directly. The Municipality shall not be obligated for payment relating to Private Service. The Contractor shall upon request, provide an estimate for these services. To verify that disposal costs are not included in disposal cost invoices received by the Municipality, Contractor shall provide, on a monthly basis, copies of all invoices for Private Services to residents setting out in detail that portion charged for disposal costs.

**ARTICLE VI**
**TITLE TO WASTE**

Section 6.1. **Title to Waste.** The Contractor shall, as agent for the Municipality, transfer all SWANCC Waste to the GTS or such other SWANCC or Non-SWANCC facility designated by the Municipality. The Contractor shall also transfer, as agent for the Municipality, all Non-SWANCC Waste to a facility or facilities mutually agreed upon by the Municipality and the Contractor. The Municipality will not, at any time, take legal title to Private Service waste.

**ARTICLE VII**
**BULK ITEMS**

Section 7.1. **Bulk Items Collection Service.** The Contractor shall furnish a Bulk Items collection service to collect and dispose of all discarded materials which are too large and bulky to be handled by packer-type equipment. All Bulk Items shall be placed at curbside by a resident for collection. Such collection shall be made without additional charge.

**ARTICLE VIII**
**LANDSCAPE WASTE**

Section 8.1. **Landscape Waste Collection Service.**

(a) Landscape Waste shall be collected from Single-Family Dwellings from March 15 through November 30 of each year, in accordance with the schedule provided in Section 4.3. Christmas trees shall also be collected by the Contractor.

(b) Containers to be used for the collection of Landscape Waste shall be thirty-two (32) gallon or less ventilated garbage containers or plastic or biodegradable paper bags not to exceed a capacity of thirty-four (34) gallons. Landscape waste containing wood or woody
materials, such as bundles of brush or limbs, shall not be placed in containers, but rather be tied for collection as provided for in Paragraph 8.1(d).

(c) The Contractor shall collect all Landscape Waste that has been placed in bags or containers meeting the above specifications, providing the bags or containers do not exceed a weight of sixty (60) pounds per bag or container. The Contractor shall not be required to collect Landscape Waste containers that exceed the weight limit, that contain items other than Landscape Waste, or that are not accepted at the compost site used by the Contractor.

(d) The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of sixty (60) pounds per bundle, are not more than four (4) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than 4 inches in diameter and are tied with a material that is accepted at the compost site used by the Contractor.

(e) The Contractor shall not be required to collect branches or logs exceeding 4 inches in diameter.

(f) There shall be no limit to the quantity of Landscape Waste that single-family dwellings may set out for collection, except as noted. All Landscape Waste materials set out for collection shall be picked up at one time.

(g) If a resident fails to properly prepare Landscape Waste as described above, the Contractor shall not collect the waste, and instead shall place a sticker on the waste, which sticker shall contain text that explains why the waste was not collected. The text of all such stickers and written information is subject to prior approval of the Municipality.

ARTICLE IX
RECYCLABLE MATERIALS

Section 9.1. Recyclable Materials Collection Service.

(a) Single-family Dwellings.

(i) Single-Family Dwellings. The contractor shall maintain the existing 65 gallon recycling cart per unit and shall retain ownership of all containers for the collection of recyclables. Said containers shall be a 65 gallon fly tight roll-away cart. The owner or occupant of a Single-Family Dwelling may request, and the contractor shall provide in lieu of a 65 gallon fly tight roll-away cart, a 35 gallon fly tight roll-away cart. Contractor shall provide replacement carts for any damaged carts without charge.

(ii) Recyclable Materials shall be collected during the term of this Contract in accordance with the schedule provided in Section 4.3. Commingled Recyclable Materials may be placed by residents at curbside in the recycling containers.
provided by the Municipality or specified by the Municipality as acceptable. All non-contaminated Recyclable Materials placed in or next to the recycling containers shall be collected by the Contractor. Recyclable Materials do not need to be segregated within the containers.

(iii) The Municipality shall have the right to add materials to the list of Recyclable Materials stated in Article I as mutually agreed between the Contractor and the Municipality.

(iv) The Contractor, as agent for the Municipality, shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be land filled or incinerated, unless advance authorization to do so is given by the Corporate Authorities.

(v) There shall be no limit to the number of recycling containers a resident may place at curbside for collection by the Contractor.

(vi) The Contractor shall be required to implement a sticker system for Recyclable Materials that are not collected. The sticker should identify why the Recyclable Materials were not collected. The Contractor shall provide an example of the sticker system to the Municipality for advance approval.

(vii) The Contractor shall provide as required herein and provide for pick-up as needed, but at least once a week, of Recyclable Materials at all municipally-owned or affiliated facilities and other governmental facilities as may be specified by the Municipality. The Municipality currently requires service at the following locations:

- Village Hall
- Police Station
- Fire Station
- Community Center
- Public Works Center
- Aquatic Center
- Lincolnwood Public Library
- School District No. 74 Facilities

(b) Multiple-Family Dwellings.

(i) The Contractor shall provide recycling carts for commingled recyclable materials to meet the needs of each building. Collection shall be coordinated so as to meet the needs of each building.
(ii) Recyclable Materials collected shall be the same as those included in the single-family program.

(iii) The same specifications outlined under the single-family recycling program pertain to the multiple family program.

(c) All recycling carts are to be provided by the Contractor as specified above, and shall be the sole property of the Contractor.

ARTICLE X
BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Breach by Contractor.

(a) Each of the following shall constitute a Breach on the part of the Contractor:

(i) Failure of the Contractor to perform any obligation under this Contract in a timely manner.

(ii) (A) the Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (B) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (C) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (D) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (E) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Contract.

Section 10.2. Breach by Municipality. Each of the following shall constitute a Breach on the part of the Municipality:

(a) failure of the Municipality to pay, within sixty (60) days after notice from the Contractor of such nonpayment, amounts which are undisputed or which are determined to be due to the Contractor under this Contract;

(b) (i) the Municipality's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Municipality under the laws of
any jurisdiction, (iii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Municipality under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (iv) any action or answer by the Municipality approving of, consenting to or acquiescing in any such proceeding, or (v) the levy of any distress, execution or attachment upon the property of the Municipality which shall (or which reasonably might be expected to) substantially interfere with the Municipality's performance hereunder.

Section 10.3. Events of Default and Remedies of Municipality.

(a) If a Breach occurs under Section 10.1, the Municipality may exercise any one or more of the following remedies:

(i) the Municipality may declare an Event of Default and may then terminate this Contract immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph (v) below, upon such termination the Contractor shall cease providing services under this Contract;

(ii) the Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Contract and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Contract resulting from the Breach;

(iii) the Municipality may (A) call upon the sureties to perform their obligations under the performance bond to be provided pursuant to Section 12.4, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services;

(iv) the Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law;

(v) upon any such termination of this Contract, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the Municipality shall continue to pay the Contractor its scheduled compensation;

(vi) Seek liquidated damages as follows:
1. If the Contractor fails to make a garbage, recyclable, yard waste, large item, or major appliance collection at any particular residence on a Monday (excluding holidays) and is notified verbally, or non-verbally of such a failure by the Municipality or resident prior to 12:00 noon on a Monday, the Contractor is required to service such residence before 7:00 p.m. of the same day. Failure to make the collection shall be cause to deduct $10.00 per failed collection, as liquidated damages, from the monthly payment, in addition to deduction of the regular pick-up rate (pro-rated).

2. Notification of failure to collect from the Municipality shall be defined as:

   a) Non-verbal communication, in writing, from the Municipality, to the Contractor by way of e-mail, or facsimile and must reflect the time in which the non-verbal notification of failure to collect was sent to the Contractor. The Contractor must record in writing, the time at which the non-verbal notification is received, as well as the time at which the collection is made.

   b) Verbal communication to the Contractor by a telephoned request from the Municipality to the Contractor. Upon receiving a verbal telephoned request from the Municipality to the Contractor, the Contractor must record in writing, the time at which the verbal telephone request is received, as well as the time at which the collection is made.

3. Notification of failure to collect from a resident shall be defined as:

   Verbal communication to the Contractor by a telephoned request from the resident to the Contractor. Upon receiving a telephoned request from the resident to the Contractor, the Contractor must record in writing, the time at which the telephone request is received, as well as the time at which the collection is made.

4. The Contractor shall not be liable for damages for delay in performance or failure to collect when such delay or failure is the result of Force Majeure, as that term is described in Section 12.11; provided, however, that Force Majeure shall not include labor strikes or work stoppages involving employees of Contractor.

5. In the event of a labor strike/work stoppage the regular pick-up rate will be pro-rated to account for each instance of missed pickup and no liquidated damages will be assessed.
(vii) no remedy by the terms of this Contract conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as maybe deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

(b) This Section 10.3 shall survive the termination of this Contract.

Section 10.4. Events of Default and Remedies of Contractor.

(a) If a Breach occurs under Section 10.2, the Contractor may declare an Event of Default and terminate this Contract immediately, upon notice to the Municipality. In such event, the Contractor's sole remedy shall be to seek and recover from the Municipality any unpaid amounts due the Contractor and any damages, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.

(b) This Section 10.4 shall survive termination of this Contract.

ARTICLE XI
INSURANCE AND INDEMNIFICATION

Section 11.1. Insurance.

The Contractor agrees to carry insurance relating to this Contract as follows:

(a) Worker's Compensation. The Contractor shall carry in a company authorized under the laws of the State, a policy of insurance in the required statutory amount, to protect itself against any and all liability under the Illinois Worker's Compensation Act.

(b) Vehicle Liability. The Contractor shall carry in its own name a policy of insurance with an insurance company acceptable to the Municipality (which acceptance shall not be unreasonably withheld) under a comprehensive form to insure the entire motor vehicle liability for its operations with limits of not less than $2,000,000 per individual and $2,000,000 for each accident for bodily injury liability. Additionally, the policy shall provide insurance in a minimum amount of $500,000 for each accident for property damage liability.

(c) General Liability. The Contractor shall carry in its own name a policy of comprehensive liability insurance coverage with an insurance company acceptable to the Municipality (which acceptance shall not be unreasonably withheld) for its operations, other than motor vehicle insurance, with limits of at least $2,000,000 per individual and $2,000,000 for each accident for bodily injury liability. Also, the policy shall provide
insurance in a minimum amount of $500,000 for each accident for property damage liability.

All of the above levels of coverage are considered as minimums and prudent business practices should dictate to the Contractor what levels are appropriate. For both Vehicle Liability and General Liability, the policies shall name the Municipality, its officers and employees as additional insureds. Certificates of insurance along with copies of said policies must be filed with the corporate authorities of the Municipality on an annual basis as evidence of coverage. Such insurance policies shall not be cancelable without thirty (30) days prior written notice to the Municipality.

**Section 11.2. Indemnification.**

The Contractor agrees to indemnify, defend and hold harmless the Municipality, its officials, employees, representatives and attorneys, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys' fees, and costs which may accrue against the Municipality in consequence of entering into this Contract or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors.

The Contractor hereby agrees to indemnify, keep and save harmless the Municipality, its agents, officials, employees, consultants and subconsultants against all loss, damages, injuries, deaths, claims, patent claims, suits, liabilities, judgments, costs and expenses which may in any way accrue against the Municipality in consequence of entering into this Contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or a subcontractor or its employees, if any, or of the Municipality or its employees or agents. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Municipality in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality as herein provided.

**ARTICLE XII**

**MISCELLANEOUS**

**Section 12.1. Non-Assignability.**

The Contractor shall not assign this Contract or any part thereof without the prior written consent of the Municipality, which consent shall not be unreasonably withheld. Any such assignment shall not relieve the Contractor from its obligations under or change the terms of this Contract.
Section 12.2. **Equal Employment Opportunity.**

During the term of this Contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act, the Illinois Human Rights Act, and the American with Disabilities Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Contract.

Section 12.3. **Prevailing Wage Rates.**

Not less than the prevailing rate of wages, as found by the Municipality or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Contract. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Contract and showing the actual hourly wages paid to each such person.

The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this Contract.

If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Municipality, the revised rate, as provided by the Municipality to the Contractor, shall apply to this Contract.

Section 12.4. **Performance Bond.**

Before the contract shall be valid and binding against the Municipality, the Contractor shall supply to the Municipality a performance bond, for the use of said Municipality and also for the use of anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skill, labor, equipment or material in the execution of the Contract, which bond shall be signed by the Contractor with a surety company as surety and shall be in the amount of $250,000 which bond shall be kept in full force and effect for the term of the Contract.

The conditions of such bond shall be that the Contractor shall fully and faithfully perform all conditions of the contract and these specifications; shall pay anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skills, labor, equipment or materials in the execution of such contract; and such bond shall provide the full amount thereof shall be forfeited upon the Contractor's failure to comply therewith.

The performance bond shall only be issued by a company licensed to do business in the State of Illinois and acceptable to the Village of Lincolnwood. Memorandum policies and receipts for the payment of premium shall be filed with the Municipality showing payment of premiums for at least one year in advance and on each renewal date provided therein.
Section 12.5. Provision for Telephone Calls.

The Contractor shall maintain and advertise a telephone number where it will receive service requests or complaints on all business days from 8:00 a.m. to 5:00 p.m. All complaints or service requests shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, the Contractor shall provide a special collection within 24 hours after receipt of the complaint. The Contractor shall maintain a written log of all complaints and requests for service, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such log shall be open to the inspection of the Village Manager or his designee. The Contractor will provide the Municipality with a monthly report as to complaints and requests for service, indicating the type of complaint or request for service and action taken. All service request forms or complaints forwarded to the Contractor by the Municipality shall be completed and returned to the Municipality within two weeks after receipt by the Contractor.

Section 12.6. Equipment and Personnel to be used by Contractor.

(a) Equipment

(i) Vehicle Protection - All truck or motor vehicles used by the Contractor shall be water-tight so as not to allow the leakage of liquids or refuse while hauling the same and shall be covered to prevent the scattering of its contents upon the public streets or private properties in the Municipality. Should any refuse be dropped or spilled under any circumstances in collecting or transporting, it shall be immediately cleaned up. A broom and a shovel shall be carried on each vehicle at all times for this purpose.

(ii) Cleaning - All vehicles shall be kept in a clean and sanitary condition, and all collection vehicles shall be cleaned with pressurized hot water at least once a month. It may be necessary to wash the vehicles more often to improve their appearance, eliminate or control insect infestation, and to control odor, if so directed by the Municipality.

(iii) Painting - The Contractor's truck bodies shall be painted and numbered, and shall have the Contractor's name and telephone number painted in letters of contrasting color, on each side of the vehicle and the number painted on the rear. All trucks shall be re-painted at least once every five years.

(iv) Maintenance - The trucks shall be maintained in good working order. They shall be equipped to meet all Federal, State, and Municipal regulations concerning vehicles used on public roads and maintenance to meet these standards.

(v) Vehicle Inspection - All vehicles used in the performance of this contract shall be made available for inspection within the Village of Lincolnwood at least once in each three months, and at such items and places as the Municipality may designate, and must meet all state vehicle standards.
(vi) Description of Vehicles - The Contractor shall furnish the Municipality with a written description of all vehicles and equipment to be used within the Municipality and in the performance of this contract and shall advise the Municipality in writing of any withdrawal of a part of such equipment or of any change therein within one (1) week of the time of making such change. The description of each vehicle must include its weight and age.

(vii) Safety Equipment - Each collection vehicle shall have a flashing light warning system, fire extinguishers, first aid kit, an appropriate number of safety vests, and proper backup alarms as approved by the Municipality.

(b) Personnel Requirements

(i) Responsibility - There shall be no limitations on the size of the Contractor's crews so long as they are sufficient to fulfill the requirements of the specifications and contract. Each collection crew shall adhere to all applicable Ordinances of the Village of Lincolnwood, and all of those rules, regulations, and conditions for refuse collection as established by the Village Manager.

(ii) Drivers and Collectors

1) All drivers must have a valid Illinois commercial driver’s license with all necessary endorsements

2) Drivers must adhere to all traffic laws.

3) The driver(s) and collector(s) shall at all times have a courteous attitude toward the general public.

4) The Contractor assumes all responsibility for the status and conduct of all drivers and collectors in their employ who work within the Municipality - this responsibility shall extend to certifying that all drivers and collectors are of a legal age to operate such equipment, that they are alcohol and drug free while on duty, and that they do not accept gratuities.

5) All drivers and collectors will do their utmost to avoid damage to public or private property within the Municipality.

6) Drivers and collectors shall replace containers in the proper locations and place any covers or lids securely on top of the cans and carts. Containers that are removed from the street curb shall be returned to the street curb.

7) No driver or collector shall confiscate any can or toter without replacing it with a new model.
Section 12.7. Compliance with Laws: SWANCC Rules and Regulations.

(a) The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor’s operations under this Contract with no increase to the Contractor’s compensation as set forth in this Contract. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

(b) The Contractor covenants and agrees that (i) it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the GTS and (ii) all fines assessed to the Contractor pursuant to the Rules and Regulations are the sole responsibility of the Contractor.

(c) The Contractor shall deliver all such rubbish, garbage, recycling and landscape and yard waste in accordance with the Agreements between Municipality and SWANCC which dictate the delivery of such materials. In addition, the Contractor shall collect such materials in a manner in accordance with Municipality ordinances, and shall conduct all collection, delivery and transfer of materials in accordance with State and Federal law.

Section 12.8. Care and Performance. The Contractor shall supply all labor, material, and equipment necessary for the carrying out of the Contract. The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Municipality, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews. In addition, the Contractor shall undertake the following:

(a) The Contractor shall issue notices to all homeowners and users of the service whenever garbage or rubbish removal, recycling or yard waste removal is not collected. The notice shall be signed by the employee and given to the user if the user be present at the residence. If the user is not present, the notice shall indicate steps taken to notify the user. Such notice shall state the reason for the failure to collect the materials. Duplicate copies of the notice shall be filed with the Municipality by 4:00 p.m. on the day of the issuance.

(b) The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the contract, the Contractor shall repair or replace same, or, failing to do so promptly, the Municipality shall cause repairs or replacements to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

(c) All services to be performed for the Municipality by the Contractor pursuant to the terms of the contract shall be coordinated with such employee, agent, or officers of the Municipality as the Village Manager shall designate.

Section 12.9. No Alcohol or Drugs. The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its
drivers and crew members while on duty or in the course of performing their duties under this Contract.

**Section 12.10. Governing Law.** This Contract and any questions concerning its validity, construction or performance shall be governed by the laws of the State.

(a) Change in Law: Throughout the term of the contract, Federal, State, County or local legislation may change in a way that may impact the terms of the contract. The Contractor and the Municipality agree to negotiate those items that constitute a significant impact in the contract, and agree to binding arbitration in the event the parties cannot reach agreement.

**Section 12.11. Force Majeure.**

Whenever a period of time is provided for in this Agreement for the Contractor or the Municipality to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:

(a) Acts of nature;

(b) Acts or failure to act on the part of any governmental authority other than the Municipality or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;

(c) Acts or war;

(d) Acts of civil or military authority;

(e) Embargoes;

(f) Work stoppages, strikes, lockouts, or labor disputes, but not including work stoppages, strikes, lockouts, or labor disputes involving employees of Contractor;

(g) Public disorders, civil violence, or disobedience;

(h) Riots, blockades, sabotage, insurrection, or rebellion;

(i) Epidemics or pandemics;

(j) Terrorist acts;

(k) Fires or explosions;

(l) Nuclear accidents;

(m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
(n) Major environmental disturbances; or
(o) Vandalism.

If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three business days of its occurrence or it shall be deemed to be waived.

Section 12.11. Severability. The invalidity or unenforceability of one or more of the terms or provisions contained in this Contract shall not affect the validity or enforceability of the remaining terms and provisions of this Contract so long as the material purposes of this Contract can be determined and effectuated.

IN WITNESS WHEREOF, the Municipality and the Contractor have caused this Amendment and Extension to the Contract to be signed and executed on their respective behalves.

DATED: March ____, 2012

VILLAGE

____________________________  By:  _____________________________
Timothy C. Wiberg
Village Manager

ATTEST:

___________________________   By:_______________________________
Beryl Herman
Village Clerk

GROOT RECYCLING AND WASTE SERVICES, INC.

By: _____________________________
Title:____________________________

ATTEST:

___________________________   By:_______________________________
Title:____________________________
January 26, 2012

Mr. Tim Wiberg  
Village Manager  
Village of Lincolnwood  
6900 N. Lincoln Avenue  
Lincolnwood, IL 60646  

Dear Tim:

Thank you for the time and courtesy you and Doug extended to me during our recent meeting to discuss the residential solid waste collections in the Village of Lincolnwood. The existing agreement is set to expire August 31, 2012. Groot respectfully requests the Village to consider the following seven year extension to the agreement, along with program improvements to customer service and recycling educational programs for the residents.

Customer Service Reporting

Groot is proud of the advanced tracking system we have in place in our customer service department. This system allows Groot to track each telephone call received from residents in Lincolnwood. The call log reports who called and the reason for the call. Each call received must be closed when the matter of the call is resolved. These reports can be made on a quarterly basis or when requested by the Village. Groot’s customer service tracking system brings collection efficiencies and a higher quality level of service. With a designated supervisor in Lincolnwood each Monday, we follow through with each call for a missed collection or late set-out physically to assure a missed collection is not repeated.

There has been a concern with the current cart delivery schedule in Lincolnwood. Currently, Groot logs all incoming requests for cart replacements or repairs and schedules delivery and repairs on Monday. If a resident calls to schedule a cart repair or switch out during the week, we inform the resident that we provide the service on the same day as solid waste collection. This allows access to carts as they are already out for collection. If needed, we can work on a schedule to deliver carts on Thursday for residents who call on Tuesday or Wednesday, therefore, reducing the waiting time for delivery. Groot will make every effort to provide cart deliveries twice per week moving forward.

In 2010, Groot launched the new website for www.groot.com. This new website allows personal interaction with residents via a live chat room. Lincolnwood residents may choose to discuss any service related matter live with a Groot customer service representative during regular business hours. Please feel free to visit the custom Lincolnwood page by typing the zip code or the village name in the service area box. You will notice that the live chat box is available on the designated Lincolnwood web page. This level of customer service is unmatched in the Chicago land region.

Recycling Program Education

Groot will work in partnership with the Village to promote increased participation from the single-family homes with brochures mailed directly to each residential unit. Last summer, we began meeting with the Village staff to promote recycling in the multi-family dwellings. To date, we have worked with Lincolnwood Suites and anticipate starting their recycling program in the next couple of months. We will continue to work with the Village to promote recycling programs with the other multi-family locations in 2012.
Residential Solid Waste Collection

Currently, the residents of Lincolnwood enjoy a 95-gallon refuse cart and a 65-gallon recycle cart for weekly unlimited collections. Yard waste is collected in unlimited quantities which are placed in biodegradable bags and bundles. Groot and the Village understand that the unlimited collection program works well, along with Monday collection, continues to be very popular with the residents. Therefore, we are focusing on long-term pricing which includes a rate reduction in the cart cost and a rate freeze until August 31, 2013. Please note the following scheduled rates which follow the same annual increase schedule as the current agreement.

<table>
<thead>
<tr>
<th></th>
<th>Current Per Unit Rate &amp; Cart Maintenance</th>
<th>Year 1 – 09/01/2012</th>
<th>Year 2 – 09/01/2013</th>
<th>Year 3 – 09/01/2014</th>
<th>Year 4 – 09/01/2015</th>
<th>Year 5 – 09/01/2016</th>
<th>Year 6 – 09/01/2017</th>
<th>Year 7 – 09/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cart</td>
<td>0.75</td>
<td>0.15</td>
<td>0.15</td>
<td>0.20</td>
<td>0.20</td>
<td>0.25</td>
<td>0.25</td>
<td>0.25</td>
</tr>
<tr>
<td>Total</td>
<td>14.04</td>
<td>13.44</td>
<td>13.71</td>
<td>14.03</td>
<td>14.38</td>
<td>14.79</td>
<td>15.23</td>
<td>15.68</td>
</tr>
<tr>
<td>Multi-family</td>
<td>6.31</td>
<td>6.31</td>
<td>6.56</td>
<td>6.79</td>
<td>6.99</td>
<td>7.20</td>
<td>7.42</td>
<td>7.64</td>
</tr>
</tbody>
</table>

With the proposed rate freeze in solid waste collection and $0.60 reduction in the cart cost during the first two years of the agreement, the Village of Lincolnwood will not see an increase until September of 2015, when compared to the total current rate. Please understand that by year five of the agreement, the existing carts will be over 10 years old. We feel these carts are extremely durable, but maintenance and replacement cost will increase as they get older. We request to slightly increase the maintenance fee by five cents per unit as indicated above.

Village Facilities and Schools

Groot will continue to provide free service to all of the Village-owned facilities requiring weekly scheduled collection. Additional recycling carts will be placed in the current location at Village Hall. The current amount invoiced to the Village for the schools is $656.93 per month. While the rate for the level of services provided is below market rates, Groot will agree to hold this rate until September 1, 2013.

In conclusion, Groot is proud of the high quality of service the residents of Lincolnwood enjoy each week. We are appreciative of continued confidence the Village has shown to Groot to be your solid waste collector for the years to come.

Respectfully,

[Signature]

Frank Hillebrand
Municipal Manager
Groot Industries, Inc.

FH:pm

cc: Douglas Petroshius, Assistant Village Administrator