



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 PM, JANUARY 15, 2019**

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Warrant Approval**
 1. Warrant List
- V. Village President's Report**
 1. Approval of a Resolution Consenting to the Village President's Appointment of Anna Marie Gaura as the Village Manager and Approving a Village Manager Employment Agreement
- VI. Consent Agenda** (If anyone wishes to speak to any matter on the Consent Agenda, a Speaker's Request Form must be completed, presented to the Interim Village Manager, and the matter will be removed from the Consent Agenda and added to Regular Business.)
 1. Approval of a Resolution Authorizing the Execution of a Non-Exclusive License Agreement with Buchanan Energy (N), LLC, Owner of 6401 N. Cicero Avenue (Appears on Consent Agenda Because it is a Routine Function of Government)
 2. Approval of the Following Items Pertaining to the Standpipe Rehabilitation Project: A) A Resolution Approving a Contract with Era Valdivia Contractors, Inc. of Chicago, Illinois in the Amount of \$860,100; and B) An Ordinance Waiving the Competitive Bidding Process and Approving an Agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois in the Amount of \$37,400 for Construction Oversight Services (Item Appears on the Consent Agenda Because it is a Routine Function of Government)
 3. Approval of a Resolution Approving an Economic Incentive Agreement By and Between the Village and Loeber Motors, for the Property at 7101 and 7125 North Lincoln Avenue (Appears on Consent Agenda Because it was Approved at a Previous Village Board Meeting)
- VII. Regular Business**
- VIII. Manager's Report**
 1. Freedom of Information Report
- IX. Board, Commission, and Committee Reports**
- X. Village Clerk's Report**
- XI. Trustee Report**

XII. Closed Session

Closed Session is Requested to Discuss Probable or Imminent Litigation Per Section 2(c)(11)

XIII. Public Forum

XIV. Adjournment

DATE POSTED: January 11, 2019

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

TO: President and the Board of Trustees
FROM: Robert J. Merkel, Interim Village Manager
SUBJECT: Warrant Approval
DATE: January 11, 2019

The following are the totals for the List of Bills being presented at the January 15th Village Board meeting.

01/15/2019	423,768.77
01/15/2019	81,106.27
01/15/2019	18,737.97
01/15/2019	81,373.86
Total	<hr/> \$ 604,986.87

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 01/07/2019 - 10:15AM
Batch: 00200.01.2019



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10525851-01	10/22/2018	279.00	0.00	01/15/2019	
101-440-513-5290					Street lights & traffic signal Utility gloves for Streets
	10525851-01 Total:	279.00			
10526336-00	10/22/2018	329.94	0.00	01/15/2019	
101-440-513-5290					Street lights & traffic signal LED lights for Streets
	10526336-00 Total:	329.94			
10528968-00	12/18/2018	58.68	0.00	01/15/2019	
101-420-511-5405					R&M - buildings Switch for heaters/PW
	10528968-00 Total:	58.68			
	Active Electrical Supply C	667.62			
Anderson Pest Solutions					
ANDERP					
5053707	1/1/2019	292.06	0.00	01/15/2019	
101-420-511-5405					R&M - buildings Pest control services for Village Of Lincolnwood
	5053707 Total:	292.06			
	Anderson Pest Solutions To	292.06			

Best Quality Cleaning, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
BESTQU					
27170	12/20/2018	2,813.34	0.00	01/15/2019	
101-420-511-5240 Janitorial					Cleaning Services/December 2018
27170	12/20/2018	416.66	0.00	01/15/2019	
205-571-515-5240 Janitorial					Cleaning Services/December 2018
	27170 Total:	3,230.00			
	Best Quality Cleaning, Inc.	3,230.00			
Business Only Broadband					
BUSONLY					
91102	1/1/2019	250.00	0.00	01/15/2019	
101-250-511-5580 Telephone					Back up connection - Internet Access
	91102 Total:	250.00			
91103	1/1/2019	250.00	0.00	01/15/2019	
101-250-511-5580 Telephone					Wireless Alarm - Internet Access
	91103 Total:	250.00			
	Business Only Broadband	500.00			
C and N Lawnmower Repair					
CANDN					
9084	8/7/2019	579.21	0.00	01/15/2019	
205-430-515-5745 Small tools					Edger, spring for Parks
	9084 Total:	579.21			
9341	9/19/2019	129.00	0.00	01/15/2019	
205-430-515-5745 Small tools					Tire, sprayer for Parks
	9341 Total:	129.00			
	C and N Lawnmower Repa	708.21			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Call One CALLONE 1129134	12/15/2018	1,518.69	0.00	01/15/2019
101-210-511-5580 Telephone				Telephone - Admin/Police
1129134 Total:		1,518.69		
1129136	12/15/2018	560.80	0.00	01/15/2019
101-210-511-5580 Telephone				Telephone - NORCOM
1129136 Total:		560.80		
1129137	12/15/2018	42.47	0.00	01/15/2019
101-210-511-5580 Telephone				Telephone - Aquatic Center
1129137 Total:		42.47		
112914	12/15/2018	48.56	0.00	01/15/2019
660-610-519-5580 Telephone				Telephone - Pump House
112914 Total:		48.56		
1129140	12/15/2018	45.67	0.00	01/15/2019
660-610-519-5580 Telephone				Telephone - Public Works
1129140 Total:		45.67		
1129143	12/15/2018	527.42	0.00	01/15/2019
101-210-511-5580 Telephone				Telephone - Municipal Center
1129143 Total:		527.42		
96780016416	12/15/2018	490.66	0.00	01/15/2019
101-210-511-5580 Telephone				Telephone - PRI Data
96780016416 Total:		490.66		
Call One Total:		3,234.27		

CDW Government

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
CDWGOV					
PLD5298	10/1/2018	2,749.60	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					Veeam Back-up Essentials Enterprise for Vmware - CPU Sc
PLD5298	10/1/2018	680.60	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					Veeam Standard Support for Veeam Essentials Enterprise
PLD5298	10/1/2018	465.64	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					Veeam Standard Support - Technical Support(renewal) for V
	PLD5298 Total:	3,895.84			
PLG2100	10/2/2018	1,185.72	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					Veeam Standard Support - Reactivation for Veeam Backup
PLG2100	10/2/2018	1,740.75	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					Veam Standard Support - for Veeam Backup Essentials
PLG2100	10/2/2018	2,042.40	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					Veeam Backup Essentials Enterprise for Vmware - Product
	PLG2100 Total:	4,968.87			
PLK0119	10/2/2018	870.55	0.00	01/15/2019	
101-300-512-5640 Computer supplies					Magocard printer
PLK0119	10/2/2018	870.55	0.00	01/15/2019	
205-500-515-5700 Office supplies					Magocard printer
	PLK0119 Total:	1,741.10			
	CDW Government Total:	10,605.81			
Chicagoland Paving Contractors, Inc.					
CHICAGO					
171505-F	12/12/2018	7,784.98	0.00	01/15/2019	
217-000-561-6100 Land acquisition & improveme					UP Parking lot pay request #5-Final
	171505-F Total:	7,784.98			
189901-F	12/6/2018	54,496.50	0.00	01/15/2019	
220-000-561-6310 Land Acq and Improvment					2018 Alley improvement final payment
	189901-F Total:	54,496.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
		62,281.48			
					Chicagoland Paving Contra
City Welding Sales & Services					
CITYWELD					
65281	12/21/2018	700.30	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Welding curtains for Buildings
		700.30			
65281 Total:		700.30			
		700.30			
					City Welding Sales & Serv
Classic Design Awards					
CLASSICD					
181645	12/31/2018	29.15	0.00	01/15/2019	
101-100-511-5799 Other materials & supplies					Name plate for Traffic Commission
		29.15			
181645 Total:		29.15			
		29.15			
					Classic Design Awards Tot
ClientFirst Consulting Group, LLC					
CLIENTFI					
9528	11/30/2018	10,845.00	0.00	01/15/2019	
101-250-511-6530 Equipment - data processing					IT Support
		10,845.00			
9528 Total:		10,845.00			
9529	11/30/2018	340.00	0.00	01/15/2019	
101-000-210-2650 Contractor Permits Payable					IT Support/Community Development
		340.00			
9529 Total:		340.00			
9530	11/30/2018	315.00	0.00	01/15/2019	
660-620-519-5320 Consulting					IT Support/Public Works
		315.00			
9530 Total:		315.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
9531	11/30/2018	885.00	0.00	01/15/2019
101-250-511-6530	Equipment - data processing			IT Support/PC Replacement
	9531 Total:	885.00		
9532	11/30/2018	100.00	0.00	01/15/2019
101-250-511-5330	Data processing			IT Support/Club Kid laptop
	9532 Total:	100.00		
9533	11/30/2018	980.00	0.00	01/15/2019
101-250-511-5320	Consulting			IT Support/Strategic Plan
	9533 Total:	980.00		
9535	11/30/2018	545.00	0.00	01/15/2019
101-250-511-5320	Consulting			IT Support/PD
	9535 Total:	545.00		
9536	11/30/2018	4,370.00	0.00	01/15/2019
101-250-511-5320	Consulting			IT Support/PD Squads on Domain
	9536 Total:	4,370.00		
9537	11/30/2018	2,070.00	0.00	01/15/2019
101-250-511-6530	Equipment - data processing			IT Support/SAN Replacement VH
	9537 Total:	2,070.00		
	ClientFirst Consulting Gro	20,450.00		
De Lange Landen Financial Services DELANGE 61799937	12/18/2018	89.92	0.00	01/15/2019
205-571-515-5730	Program supplies			Community Center copier - November 2018
	61799937 Total:	89.92		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	De Lange Landen Financia	89.92			
Dell Marketing, L.P DELLMARK 10286996839	12/14/2018	2,053.71	0.00	01/15/2019	
101-410-511-5730 Program supplies					Toughbooks for Vehicle maintenance division
	10286996839 Total:	2,053.71			
	Dell Marketing, L.P Total:	2,053.71			
EC Link ECLINK 12720	12/18/2018	350.00	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					EC link for upgrade to internet
	12720 Total:	350.00			
	EC Link Total:	350.00			
Emcor Services Team Mechanical Inc EMCOR 930012171	12/14/2018	514.78	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Fix heat at Village Hall
	930012171 Total:	514.78			
	Emcor Services Team Mec	514.78			
Faddis, Michael FADDIS 18-9032	9/7/2018	72.50	0.00	01/15/2019	
101-400-511-5210 Animal control					Animal control services

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
18-9032 Total:		72.50			
Faddis, Michael Total:		72.50			
FGM Architects					
FGM					
14-1815.02-9	12/13/2018	3,517.95	0.00	01/15/2019	
217-000-561-5340 Engineering					Professional services for PW yard expansion oversight
14-1815.02-9 Total:		3,517.95			
FGM Architects Total:		3,517.95			
General Code, LLC					
GENERAL					
PG000017074	12/14/2018	1,921.02	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					Code analysis and supplement No 41
PG000017074 Total:		1,921.02			
General Code, LLC Total:		1,921.02			
Golf Mill Ford					
GOLFMILL					
765827	12/13/2018	254.72	0.00	01/15/2019	
101-300-512-5480 R&M - vehicles					Repairs to Squad #210
765827 Total:		254.72			
Golf Mill Ford Total:		254.72			
HMO Healthcare Service Corporation					
HMO					
January 2019	12/17/2018	1,462.11	0.00	01/15/2019	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
102-000-210-2027	Health insurance premium with				Employee Health Insurance/January
	January 2019 Total:	1,462.11			
	HMO Healthcare Service C	1,462.11			
Home Depot Credit Services					
HOMEDEPO					
009141/7062472	8/9/2018	28.60	0.00	01/15/2019	Elbow for PD door
	101-420-511-5405 R&M - buildings				
	009141/7062472 Total:	28.60			
009362/7073420	8/9/2018	42.67	0.00	01/15/2019	Fuse, brass adapter for Village Hall
	101-420-511-5405 R&M - buildings				
	009362/7073420 Total:	42.67			
011686/4060272	9/11/2018	183.76	0.00	01/15/2019	Chlorine for Pool
	205-560-515-5630 Chemicals - swimming pool				
	011686/4060272 Total:	183.76			
012983/2071655	11/12/2018	522.14	0.00	01/15/2019	Holiday lights
	205-430-515-5730 Program supplies				
	012983/2071655 Total:	522.14			
017793/8074424	10/17/2018	11.46	0.00	01/15/2019	Drywall for PD
	101-420-511-5405 R&M - buildings				
	017793/8074424 Total:	11.46			
017972/8623361	10/17/2018	1,155.88	0.00	01/15/2019	Holiday lights
	205-430-515-5730 Program supplies				
	017972/8623361 Total:	1,155.88			
02708-07012001	11/27/2018	18.94	0.00	01/15/2019	Burlap for Beautification
	101-420-511-5405 R&M - buildings				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	02708-07012001 Total:	18.94		
	Home Depot Credit Servic	1,963.45		
IL Municipal Retirement Fund				
ZZIMRF				
Dec-18	12/31/2018	32,053.13	0.00	01/15/2019
	102-000-210-2023 Employee IMRF withholding			Monthly Employer - Dec 18
Dec-18	12/31/2018	14,089.57	0.00	01/15/2019
	102-000-210-2023 Employee IMRF withholding			Monthly Employee - Dec 18
	Dec-18 Total:	46,142.70		
	IL Municipal Retirement F	46,142.70		
Illinois City/County Management Association				
ILCMA				
1418	9/11/2018	50.00	0.00	01/15/2019
	101-200-511-5510 Advertising			Job ad posting
	1418 Total:	50.00		
	Illinois City/County Manag	50.00		
IRMA				
IRMA				
IVC0010984	11/30/2018	15.00	0.00	01/15/2019
	101-210-511-5260 Liability insurance			IVC0010984
	IVC0010984 Total:	15.00		
SALES0017149	11/30/2018	4,150.43	0.00	01/15/2019
	101-210-511-5260 Liability insurance			November Deductible
	SALES0017149 Total:	4,150.43		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
IRMA Total:		4,165.43			
Jake the Striper					
JAKETHES					
16312	12/17/2018	275.00	0.00	01/15/2019	Removed graphics from vehicle 214
101-300-512-5480 R&M - vehicles					
16312 Total:		275.00			
16314	12/17/2018	1,170.00	0.00	01/15/2019	Chevrons added to backs of vehicles
101-000-210-2440 DUI Fines Fund					
16314 Total:		1,170.00			
16315	12/17/2018	100.00	0.00	01/15/2019	Replaced unit number 212
101-300-512-5480 R&M - vehicles					
16315 Total:		100.00			
Jake the Striper Total:		1,545.00			
JCK Contractors					
JCKCONT					
23467	12/22/2018	355.00	0.00	01/15/2019	1 load of top soil
101-440-513-5599 Other Contractual					
23467 Total:		355.00			
JCK Contractors Total:		355.00			
L3 Communications Mobile Vision, Inc.					
L3COMM					
0338487-IN	12/18/2018	1,865.00	0.00	01/15/2019	Mobile Vision server maintenance
101-300-512-5410 R&M - communications equipm					
0338487-IN Total:		1,865.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	L3 Communications Mobil	1,865.00			
Lawson Products Inc LAWSNPRO 9306347005	12/13/2018	165.88	0.00	01/15/2019	
101-410-511-5730 Program supplies					Shop supplies
	9306347005 Total:	165.88			
9306357937	12/18/2018	35.92	0.00	01/15/2019	
101-410-511-5730 Program supplies					Shop supplies
	9306357937 Total:	35.92			
	Lawson Products Inc Total	201.80			
Lazar, Mark LAZAR 8152-000	1/2/2019	15.30	0.00	01/15/2019	
660-000-110-1230 Water customer receivables					Refund overpayment on closed water account
	8152-000 Total:	15.30			
	Lazar, Mark Total:	15.30			
Lowe's Business Acc/GECE LOWES 01044	12/20/2018	542.42	0.00	01/15/2019	
101-420-511-5745 Small Tools					Battery kit, cutting rotary, tool, multi tool kit
	01044 Total:	542.42			
02050	12/11/2018	56.99	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Space heater
	02050 Total:	56.99			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
02377	12/17/2018	120.30	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Extension cord, electrical tape, grounding plug
	02377 Total:	120.30			
02459	12/18/2018	2.76	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Light switch
	02459 Total:	2.76			
02686	12/27/2018	81.86	0.00	01/15/2019	
101-440-513-5730 Program supplies					Plywood, wallboard square
	02686 Total:	81.86			
02755	12/28/2018	16.69	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Extension tube, plastic p-trap
	02755 Total:	16.69			
02766	12/28/2018	-16.69	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Plastic p-trap, extension tube
	02766 Total:	-16.69			
02768	12/28/2018	6.20	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Plastic p-trap, extension tube
	02768 Total:	6.20			
02882	12/31/2018	152.75	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Marking wand, broom, nozzle
	02882 Total:	152.75			
06433	12/27/2018	2.85	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Light switch
	06433 Total:	2.85			
08259	12/18/2018	15.15	0.00	01/15/2019	
101-420-511-5405 R&M - buildings					Floor cleaner, spray bottle, mop

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
08259 Total:		15.15		
Lowe's Business Acc/GEC		981.28		
Madison National Life				
MADISON				
1325598	12/17/2018	67.32	0.00	01/15/2019
101-200-511-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	103.76	0.00	01/15/2019
101-210-511-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	68.29	0.00	01/15/2019
101-240-517-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	799.55	0.00	01/15/2019
101-300-512-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	9.35	0.00	01/15/2019
101-350-512-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	28.05	0.00	01/15/2019
101-400-511-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	18.70	0.00	01/15/2019
101-410-511-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	56.10	0.00	01/15/2019
101-440-513-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	65.45	0.00	01/15/2019
205-430-515-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	46.75	0.00	01/15/2019
205-500-515-5150 Insurance - group life & AD&D				Life insurance - December
1325598	12/17/2018	65.45	0.00	01/15/2019
660-620-519-5150 Insurance - group life & AD&D				Life insurance - December
1325598 Total:		1,328.77		
Madison National Life Tot		1,328.77		
Maine-Niles Association of Special Recreation				
MNASR				
16-589	12/17/2018	341.12	0.00	01/15/2019

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-580-515-5270	Purchased program services				Inclusion services for December A 2018
	16-589 Total:	341.12			
	Maine-Niles Association o	341.12			
Malnati Organization					
MALNATI					
710341	12/18/2018	133.90	0.00	01/15/2019	
101-100-511-5840	Meals				Dinner Village Board meeting/12/18/18
	710341 Total:	133.90			
	Malnati Organization Total	133.90			
Menini Cartage Inc					
MENICRT					
48725	12/19/2018	981.36	0.00	01/15/2019	
660-620-519-5760	Street materials - Aggregate				Gravel
	48725 Total:	981.36			
	Menini Cartage Inc Total:	981.36			
Palm Electric					
PALM					
22372-1	12/5/2018	1,340.99	0.00	01/15/2019	
101-420-511-5405	R&M - buildings				Fan coil for PW Heaters
	22372-1 Total:	1,340.99			
CM22362CR	12/12/2018	-136.00	0.00	01/15/2019	
101-420-511-5405	R&M - buildings				Credit
	CM22362CR Total:	-136.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Palm Electric Total:		1,204.99			
Paramedic Services of Illinois					
PARAMEDI					
5668	1/1/2019	240,382.66	0.00	01/15/2019	Services rendered month ended 1/31/2019
101-350-512-5220 Fire protection					
5668 Total:		240,382.66			
Paramedic Services of Illin		240,382.66			
Printwell Printing					
PRINTWEL					
53427	12/19/2018	90.00	0.00	01/15/2019	Business cards/Asst Village Manager
101-200-511-5560 Printing & copying services					
53427 Total:		90.00			
Printwell Printing Total:		90.00			
RCN Telecom Services of Illinois, LLC					
RCNTEL					
084380001-00114	11/30/2018	1,131.00	0.00	01/15/2019	Access point at Skokie
101-250-511-5320 Consulting					
084380001-00114 Total:		1,131.00			
084382501-0011	11/30/2018	1,131.00	0.00	01/15/2019	Access point at Skokie
101-250-511-5320 Consulting					
084382501-0011 Total:		1,131.00			
RCN Telecom Services of I		2,262.00			

Robbins, Salomon & Patt, LTD

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
RS&PLTD					
230302	12/11/2018	1,478.75	0.00	01/15/2019	
101-230-511-5399					Other professional services
					November - Municipal Prosecution/traffic violations
	230302 Total:	1,478.75			
230303	12/11/2018	1,823.50	0.00	01/15/2019	
101-230-511-5399					Other professional services
					November - Adjudicative hearings
	230303 Total:	1,823.50			
	Robbins, Salomon & Patt,	3,302.25			
Sarju, Mair					
SARJUMA					
18-8127	8/22/2018	45.00	0.00	01/15/2019	
101-400-511-5210					Animal control
					Animal control services
	18-8127 Total:	45.00			
	Sarju, Mair Total:	45.00			
Standard Plumbing					
STANDAPL					
464290	12/14/2018	148.51	0.00	01/15/2019	
101-440-513-5730					Program supplies
					Flow preventers
	464290 Total:	148.51			
	Standard Plumbing Total:	148.51			
Suburban Laboratories, Inc.					
SUBURB					
156621	6/29/2018	109.50	0.00	01/15/2019	
660-620-519-5320					Consulting
					Coliform testing and disinfectant by products

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	156621 Total:	<u>109.50</u>			
	Suburban Laboratories, Inc	<u>109.50</u>			
Superior, LLC SUPERION 219530	11/30/2018	2,354.94	0.00	01/15/2019	
101-250-511-5340 Maintenance Agreement Expen					Annual maintenance for CAD Export
	219530 Total:	<u>2,354.94</u>			
	Superion, LLC Total:	<u>2,354.94</u>			
The Faucet Shoppe THEFAUCE 63190	12/14/2018	863.20	0.00	01/15/2019	
205-430-515-5730 Program supplies					Cylinders for Parks fountain
	63190 Total:	<u>863.20</u>			
	The Faucet Shoppe Total:	<u>863.20</u>			
	Report Total:	<u><u>423,768.77</u></u>			

Accounts Payable

To Be Paid Proof List

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Batch: 00201.01.2019



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Bradford Systems Corporation					
BRADFORD					
BS196	1/3/2019	200.00	0.00	01/15/2019	
101-300-512-5440 R&M - office equipment					Maintenance agreement/Records filing system
	BS196 Total:	200.00			
	Bradford Systems Corpora	200.00			
Caraway, Diane					
CARAWAY					
BLD18-00001	1/3/2019	2,000.00	0.00	01/15/2019	
101-000-210-2620 Contractor bonds payable					Refund for Sewer street deposit
	BLD18-00001 Total:	2,000.00			
	Caraway, Diane Total:	2,000.00			
Cassidy Tire					
CASSIDYT					
808000215	12/14/2018	55.00	0.00	01/15/2019	
101-300-512-5480 R&M - vehicles					Front Alignment - MP 1119
	808000215 Total:	55.00			
808000316	12/20/2018	150.00	0.00	01/15/2019	
101-300-512-5480 R&M - vehicles					Tires for Squad 210

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	808000316 Total:	150.00			
808000382	12/27/2018	150.00	0.00	01/15/2019	Tires for Squad 21
101-300-512-5480 R&M - vehicles					
	808000382 Total:	150.00			
808000406	12/29/2018	150.00	0.00	01/15/2019	Tires for Squad 211
101-300-512-5480 R&M - vehicles					
	808000406 Total:	150.00			
808000434	1/2/2019	150.00	0.00	01/15/2019	Tires for Squad 218
101-300-512-5480 R&M - vehicles					
	808000434 Total:	150.00			
	Cassidy Tire Total:	655.00			
Defensive Edge Training & Consulting, Inc.					
DEFENSIV					
2212	11/2/2018	450.00	0.00	01/15/2019	AR15/M16/M4 Armorer Course
101-300-512-5590 Training					
	2212 Total:	450.00			
	Defensive Edge Training &	450.00			
D'Original Juzz Dance Group					
DORIGINA					
12172018	12/17/2019	1,225.00	0.00	01/15/2019	December Drop Ins
205-503-515-5270 Purchased program services					
	12172018 Total:	1,225.00			
	D'Original Juzz Dance Gro	1,225.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Groot Recycling & Waste Services					
GROOT					
2826068	1/1/2019	6,469.03	0.00	01/15/2019	3092-182468/Public Works
101-440-514-5230	Garbage & recycling				
	2826068 Total:	6,469.03			
2826069	1/1/2019	396.21	0.00	01/15/2019	3092-156409/Public Works
101-440-514-5230	Garbage & recycling				
	2826069 Total:	396.21			
2827552	1/1/2019	59,991.68	0.00	01/15/2019	3092-291565/Community pick up
101-440-514-5230	Garbage & recycling				
	2827552 Total:	59,991.68			
2827553	1/1/2019	760.32	0.00	01/15/2019	3092-199164/School District 74
101-440-514-5230	Garbage & recycling				
	2827553 Total:	760.32			
2827554	1/1/2019	3,338.68	0.00	01/15/2019	3092-205762/Multi family pick up
101-440-514-5230	Garbage & recycling				
	2827554 Total:	3,338.68			
	Groot Recycling & Waste S	70,955.92			
Hanchett, Cody					
HANCHET					
BLD18-00407	1/3/2019	1,000.00	0.00	01/15/2019	Refund for driveway deposit
101-000-210-2620	Contractor bonds payable				
	BLD18-00407 Total:	1,000.00			
	Hanchett, Cody Total:	1,000.00			

Impact Networking, LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
IMPACT				
1278472	11/28/2018	17.00	0.00	01/15/2019
205-571-515-5730 Program supplies				11/29-12/28 Billing Period
	1278472 Total:	17.00		
1304998	12/27/2018	17.00	0.00	01/15/2019
205-571-515-5730 Program supplies				12/29-1/28 Billing Period
	1304998 Total:	17.00		
	Impact Networking, LLC T	34.00		
JG Uniforms Inc				
JGUNIFOR				
47802	12/22/2018	685.00	0.00	01/15/2019
101-300-512-5730 Program supplies				Safety Vest/body armour
	47802 Total:	685.00		
	JG Uniforms Inc Total:	685.00		
Lazarevski, Aco				
LAZAREV				
BLD18-00205	1/3/2019	1,000.00	0.00	01/15/2019
101-000-210-2620 Contractor bonds payable				Refund driveway deposit
	BLD18-00205 Total:	1,000.00		
	Lazarevski, Aco Total:	1,000.00		
Lund Industries				
LUNDIND				
93205	12/20/2018	112.50	0.00	01/15/2019
101-300-512-5480 R&M - vehicles				Removed air bag shutoff switch

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
93205 Total:		112.50			
Lund Industries Total:		112.50			
MOCIC					
MOCIC					
13142-350	12/19/2018	200.00	0.00	01/15/2019	
101-300-512-5570 Professional associations					Annual Membership assessment
13142-350 Total:		200.00			
MOCIC Total:		200.00			
Sam's Club					
SAMSCL					
873	12/28/2018	20.96	0.00	01/15/2019	
205-504-515-5730 Program supplies					Noon Year's Eve Program supplies
873 Total:		20.96			
Sam's Club Total:		20.96			
State Industrial Products					
STATE					
900816427	12/31/2018	129.47	0.00	01/15/2019	
101-300-512-5730 Program supplies					Sanitizer for cells/dispatch
900816427 Total:		129.47			
State Industrial Products To		129.47			
TransUnion Risk and Alternative					
TRANSUN					
556811123118	1/1/2019	27.40	0.00	01/15/2019	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5399 Other professional services					Online investigative database system for background
556811123118 Total:		27.40			
TransUnion Risk and Alter		27.40			
Verizon Wireless					
VERIZON					
9820759194	12/21/2018	711.52	0.00	01/15/2019	Verizon phone charges
101-210-511-5580 Telephone					Verizon phone charges
9820759194	12/21/2018	24.81	0.00	01/15/2019	Verizon phone charges
205-508-515-5580 Telephone					Verizon phone charges
9820759194	12/21/2018	19.59	0.00	01/15/2019	Verizon phone charges
205-520-515-5580 Telephone					Verizon phone charges
9820759194	12/21/2018	8.70	0.00	01/15/2019	Verizon phone charges
205-530-515-5580 Telephone					Verizon phone charges
9820759194	12/21/2018	23.07	0.00	01/15/2019	Verizon phone charges
205-560-515-5580 Telephone					Verizon phone charges
9820759194	12/21/2018	1.74	0.00	01/15/2019	Verizon phone charges
205-560-515-5270 Purchased program services					Verizon phone charges
9820759194	12/21/2018	20.89	0.00	01/15/2019	Verizon phone charges
101-000-210-2650 Contractor Permits Payable					Verizon phone charges
9820759194	12/21/2018	73.93	0.00	01/15/2019	Verizon phone charges
660-610-519-5580 Telephone					Verizon phone charges
9820759194 Total:		884.25			
9820759195	12/21/2018	70.05	0.00	01/15/2019	Verizon data charges
101-000-210-2650 Contractor Permits Payable					Verizon data charges
9820759195	12/21/2018	62.76	0.00	01/15/2019	Verizon data charges
660-610-519-5580 Telephone					Verizon data charges
9820759195	12/21/2018	1,304.88	0.00	01/15/2019	Verizon data charges
101-250-511-5580 Telephone					Verizon data charges
9820759195 Total:		1,437.69			
Verizon Wireless Total:		2,321.94			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Welding Supply Inc.				
WELDINGS				
809929	12/31/2018	7.04	0.00	01/15/2019
205-571-515-5730	Program supplies			Helium Tank - Dec. rental fee
809929	12/31/2018	7.04	0.00	01/15/2019
101-350-512-5730	Program supplies			Argon Tank - Dec. rental fee
	809929 Total:	<u>14.08</u>		
	Welding Supply Inc. Total:	<u>14.08</u>		
Wienski, Jesse				
WIENSKI				
REIM011419	1/2/2019	75.00	0.00	01/15/2019
101-300-512-5840	Meals			Reimburse Meals/Training
	REIM011419 Total:	<u>75.00</u>		
	Wienski, Jesse Total:	<u>75.00</u>		
	Report Total:	<u><u>81,106.27</u></u>		

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
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Batch: 00202.01.2019



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

Aclara Technologies				
ACLARA				
18004761	12/26/2018	450.00	0.00	01/15/2019
660-620-519-5796 Water system repair parts				Prorated warranty
18004761 Total:		450.00		
Aclara Technologies Total:		450.00		

Cargill, Inc.				
CARGILL				
2904492119	12/18/2018	9,352.58	0.00	01/15/2019
101-440-513-5766 Street materials - salt & sand				150.17 tons of salt
2904492119 Total:		9,352.58		
Cargill, Inc. Total:		9,352.58		

IPELRA				
IPELRA				
010319	1/3/2019	195.00	0.00	01/15/2019
101-400-511-5590 Training				Employment law seminar
010319	1/3/2019	195.00	0.00	01/15/2019
101-400-511-5590 Training				Employment law seminar
010319 Total:		390.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	IPELRA Total:	390.00			
Menini Cartage Inc MENICRT					
48703	11/30/2018	1,189.90	0.00	01/15/2019	
660-620-519-5760	Street materials - Aggregate				Gravel
	48703 Total:	1,189.90			
48732	12/26/2018	998.88	0.00	01/15/2019	
660-620-519-5760	Street materials - Aggregate				Gravel
	48732 Total:	998.88			
	Menini Cartage Inc Total:	2,188.78			
MGP, Inc. MGPINC					
4225	12/31/2018	909.15	0.00	01/15/2019	
101-250-511-5599	Other contractual				GIS Staffing services
4225	12/31/2018	909.15	0.00	01/15/2019	
101-000-210-2650	Contractor Permits Payable				GIS Staffing services
4225	12/31/2018	1,818.22	0.00	01/15/2019	
660-620-519-5599	Other contractual				GIS Staffing services
	4225 Total:	3,636.52			
	MGP, Inc. Total:	3,636.52			
Midwest Industrial Lighting MIDWESTL					
126556	1/3/2019	1,807.20	0.00	01/15/2019	
101-420-511-5730	Program supplies				LED lights for Building
	126556 Total:	1,807.20			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		1,807.20			
Midwest Industrial Lightin					
Rainbow Farm					
RAINBOWF					
36890	1/3/2019	650.00	0.00	01/15/2019	
101-440-513-5599 Other Contractual					Woodchips removal
		650.00			
36890 Total:					
		650.00			
Rainbow Farm Total:					
		650.00			
Russo Power Equipment					
RUSSO					
5565208	12/14/2018	172.65	0.00	01/15/2019	
101-420-511-5730 Program supplies					Throttle, blower, carburetor for snow blower
		172.65			
5565208 Total:					
		172.65			
Russo Power Equipment T					
		172.65			
Schuham Builder's Supply Inc					
SCHUHAM					
57662	12/18/2018	47.40	0.00	01/15/2019	
101-420-511-5740 Repair parts					Hold open arm door for PD
		47.40			
57662 Total:					
		47.40			
57663	12/18/2018	42.84	0.00	01/15/2019	
101-420-511-5740 Repair parts					Spring hinge for PD
		42.84			
57663 Total:					
		42.84			
Schuham Builder's Supply					
		90.24			

Accounts Payable

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Batch: 00203.01.2019



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Fire Engineering FIREENG 010419	1/4/2019	24.00	0.00	01/15/2019
101-350-512-5620 Books & publications				Subscription
010419 Total:		24.00		
Fire Engineering Total:		24.00		
Flow Municipal Service Provider, LLC FLOWMUN 1088	1/10/2019	500.00	0.00	01/15/2019
101-350-512-5730 Program supplies				Yearly license fee, 2nd quarterly payment
1088 Total:		500.00		
Flow Municipal Service Pr		500.00		
KnowBe4 KNOWBE INV48142	12/19/2018	1,227.15	0.00	01/15/2019
101-250-511-5590 Training				Security Awareness training
INV48142 Total:		1,227.15		
KnowBe4 Total:		1,227.15		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
MES				
MES				
IN1292089	12/18/2018	2,218.00	0.00	01/15/2019
101-350-512-5665	Firefighting supplies			Fire hose
	IN1292089 Total:	2,218.00		
	MES Total:	2,218.00		
Neofunds				
NEOFUNDS				
NEO010819	1/8/2019	2.09	0.00	01/15/2019
101-210-511-5720	Postage			Neopost postage
NEO010819	1/8/2019	93.69	0.00	01/15/2019
101-210-511-5720	Postage			Neopost postage
NEO010819	1/8/2019	166.01	0.00	01/15/2019
101-210-511-5720	Postage			Neopost postage
NEO010819	1/8/2019	55.92	0.00	01/15/2019
101-210-511-5720	Postage			Neopost postage
NEO010819	1/8/2019	378.94	0.00	01/15/2019
205-500-515-5720	Postage			Neopost postage
NEO010819	1/8/2019	123.72	0.00	01/15/2019
101-210-511-5720	Postage			Neopost postage
NEO010819	1/8/2019	680.39	0.00	01/15/2019
660-610-519-5720	Postage			Neopost postage
NEO010819	1/8/2019	379.95	0.00	01/15/2019
101-210-511-5700	Office supplies			Neopost supplies
	NEO010819 Total:	1,880.71		
	Neofunds Total:	1,880.71		
Northern IL Fire Inspectors Assoc.				
NIFIA				
010419	1/4/2019	50.00	0.00	01/15/2019
101-350-512-5570	Professional associations			2019 Membership dues

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	010419 Total:	50.00			
	Northern IL Fire Inspectors	50.00			
Quinlan Security Systems					
QUINLANS					
23726	1/1/2019	4,583.01	0.00	01/15/2019	
	101-250-511-5340 Maintenance Agreement Expen				Annual charges for maintenance of Security System
	23726 Total:	4,583.01			
	Quinlan Security Systems T	4,583.01			
Village of Skokie					
VILLSKOK					
52815	1/1/2019	64,469.25	0.00	01/15/2019	
	101-300-512-5398 911 combined comm. contract				January E911 Dispatch services
52815	1/1/2019	5,991.89	0.00	01/15/2019	
	101-300-512-5398 911 combined comm. contract				Maintenance fees for Additional lines of service
	52815 Total:	70,461.14			
	Village of Skokie Total:	70,461.14			
WL Construction Supply					
WL CONST					
20268	12/21/2018	429.85	0.00	01/15/2019	
	101-350-512-5770 Training supplies				Saw blades
	20268 Total:	429.85			
	WL Construction Supply T	429.85			

Request For Board Action

REFERRED TO BOARD: January 15, 2019

AGENDA ITEM NO: 1.

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Consenting to the Village President's Appointment of Anna Marie Gaura as the Village Manager and Approving a Village Manager Employment Agreement

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village Manager is the chief administrative officer of the Village and reports to and is directed by the Village President, as chief executive, and the Village Board of Trustees, as the legislative body of the Village. The Village Manager is responsible for the management and operation of the affairs of the Village and of all Village Departments and personnel. As chief administrative officer, the Village Manager is responsible for the management and control of all matters pertaining to the operation and maintenance of Village property. The Village Manager is responsible for the supervision of all Village and Departments.

After completing the recruitment process for the position of Village Manager, the Village Board and Village President have selected Anna (Anne) Marie Gaura to serve as Lincolnwood's Village Manager effective February 19, 2019. Ms. Gaura has previously served in a similar capacity for the communities of Homer Glen, DeKalb, and Montgomery. As a component of Ms. Gaura's acceptance of the position of Village Manager, the Village and Ms. Gaura are seeking to enter into an Employment Agreement that dictates components of her employment with the Village of Lincolnwood for an initial term of February 19, 2019 until May, 2021 with the option to renew at that time.

FINANCIAL IMPACT:

The Employment Agreement is an employee wage/benefit agreement and is budgeted in the Fiscal Year 2018-19 Operating Budget.

DOCUMENTS ATTACHED:

1. Resolution
2. Agreement

RECOMMENDED MOTION:

Approval of a Resolution Consenting to the Village President's Appointment of Anna Marie Gaura as the Village Manager and Approving a Village Manager Employment Agreement.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2019-_____

**A RESOLUTION CONSENTING TO THE VILLAGE PRESIDENT’S APPOINTMENT
OF ANNA MARIE GAURA AS THE VILLAGE MANAGER
AND APPROVING A VILLAGE MANAGER EMPLOYMENT AGREEMENT**

WHEREAS, pursuant to Section 4-3-1 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), the Village President is authorized to appoint, with the advice and consent of the Board of Trustees, the Village Manager; and

WHEREAS, the Village President now desires to appoint Anna Marie Gaura ("*Gaura*") as the Village Manager, effective February 19, 2019, pursuant to the Village Manager Employment Agreement attached to and, by this reference, made a part of this Resolution as **Exhibit A** ("*Agreement*"); and

WHEREAS, the Village Board of Trustees has determined that it will serve and be in the best interest of the Village and its residents to consent to the appointment of Gaura as the Village Manager, and to approve the Agreement, all pursuant to this Resolution;

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

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

SECTION 2. CONSENT TO APPOINTMENT. The Village Board of Trustees hereby consents to the appointment of Anna Marie Gaura as the Village Manager, effective February 19, 2019, pursuant to the terms of the Agreement and the applicable provisions of the Village Code and Illinois law.

SECTION 3. APPROVAL OF AGREEMENT. The Village Board of Trustees hereby approves the Agreement between the Village and Gaura.

SECTION 4. EXECUTION OF AGREEMENT. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement approved pursuant to Section 3 of this Resolution, upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Gaura; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 15 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED this ____ day of January, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of January, 2019.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2019

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

EXHIBIT A
AGREEMENT

VILLAGE OF LINCOLNWOOD

**VILLAGE MANAGER EMPLOYMENT AGREEMENT
WITH ANNA MARIE GAURA**

This Village Manager Employment Agreement (the “*Agreement*”) is made and entered into as of January __, 2019 (the “*Effective Date*”), by and between the Village of Lincolnwood, an Illinois home rule municipal corporation (the “*Village*”), and Anna Marie Gaura (the “*Employee*”).

IN CONSIDERATION of the mutual covenants and conditions set forth below, and pursuant to the Village’s home rule powers, the Village and the Employee agree as follows:

Section 1. Recitals.

A. The Village is an Illinois home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970.

B. Pursuant to the authority set forth in Section 3.1-30-5(a) of the Illinois Municipal Code, 65 ILCS 5/3.1-30-5(a), the Village has created the office of Village Manager as a full-time position within the Village, in accordance with Article 3 of Chapter 4 of the Village Code.

C. Pursuant to Section 4-3-1 of the Municipal Code of Lincolnwood, as amended (“*Village Code*”), the Village President has appointed, with the advice and consent of the Village Board of Trustees, the Employee to the office of Village Manager.

D. The President and Board of Trustees of the Village (collectively, the “*Village Board*”) desire to employ the Employee as Village Manager, and the Employee desires to be employed as Village Manager, pursuant to and in accordance with Article 3 of Chapter 4 of the Village Code and the terms and provisions of this Agreement.

E. The Employee desires to accept the terms and provisions of this Agreement.

Section 2. Employment as Village Manager.

A. Employment. The Village hereby agrees to employ the Employee as the Village Manager beginning on the Commencement Date, as defined in Section 3 of this Agreement, and the Employee accepts such employment and agrees to perform the functions and duties set forth in this Agreement and provided in the Village Code, including without limitation those general duties provided in Section

4-3-7 of the Village Code, and to perform such other legally permissible and proper duties and functions as the Village Board may assign from time to time. The Employee shall perform all such duties and functions in a manner consistent with Article 4 of Chapter 1 of the Village Code ("*Village Ethics Ordinance*") and with the ICMA Code of Ethics. In the event of any conflict between the Village Ethics Ordinance and the ICMA Code of Ethics, the Village Ethics Ordinance shall control.

B. Employment is At-Will. Subject to the notice requirement in Section 12 of this Agreement, the Employee is employed at the will of the Village, and nothing in this Agreement shall create any property right in her or any other right to the continuation of her employment with the Village. No act of the Village Board, the Village President, any Village Board member, any Village employee, or any legal representative or other agent of the Village shall create any such property right or any such other right unless specifically ratified in writing by the Village Board.

C. Other Terms of Employment. The Village Board, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the Employee's performance as an employee; provided, however, that such terms and conditions are reasonable and not inconsistent or in conflict with the provisions of this Agreement or with applicable law.

D. Employment Rules and Regulations. Except for the benefits specifically provided herein for the Employee, all other provisions of the Village Code, and all regulations and rules of the Village relating to employment with the Village, or to other fringe benefits and working conditions as currently exist or as may hereafter be amended, shall apply to the Employee as they would to other employees of the Village.

Section 3. Term.

The Employee's term of employment ("*Term*") shall commence on February 19, 2019 ("*Commencement Date*") and terminate on the date in May 2021 on which the current term of office of the Village President expires, unless the employment is terminated earlier pursuant to Section 12 of this Agreement. The Village and the Employee may, but shall have no obligation to, renew the Term for an additional two-year period, or for such other period of time as both parties may mutually agree, in accordance with applicable law. In the event that either the Village or the Employee determine not to renew the Term, that party shall notify the other party in writing of such determination at least 90 days prior to the expiration of the Term; provided, however, that the failure to provide such notice shall not constitute, or be interpreted as, a renewal or extension of the Term.

Section 4. Sole Employment as Manager.

The Employee must work diligently, utilizing her best efforts in the performance of her duties. She must devote her entire business time, attention, and energies to the performance of her duties. She may not engage in any other employment, nor actively engage (in contrast to passive engagement) in any income- or profit-generating activities, without the prior written consent of the Village Board.

Section 5. Compensation; Benefits.

A. Base Salary. The Village will pay the Employee an annual base salary in the amount of \$175,000.00, payable in installments in accordance with the Village's normal payroll practices.

B. Annual Review of Salary. Without being obligated to make any adjustment in base salary, the Village Board agrees to review the Employee's base salary each year based on the Employee's performance and on any general wage adjustment granted to other Village senior department heads. That review shall be undertaken in conjunction with a performance evaluation as provided in Section 6 of this Agreement. The Village Board may adjust the Employee's base salary and entire compensation if the Village Board, in its sole discretion, determines that an adjustment of compensation is appropriate, but in no event shall it be reduced.

C. Employee Benefit Programs. The Employee is entitled to participate in the employee benefit plans and programs provided by the Village to other Village department heads in accordance with applicable Village personnel rules and policies, including life and health insurance benefit programs, as those benefits may be changed by the Village Board from time to time, and subject to the rules and policies applicable to those plans and programs. No provision of this Agreement is intended to limit, and no provision shall be construed or applied to limit, the right or ability of the Village Board to change or eliminate any employee benefit plan or program, so long as any changes to such benefit plans or programs apply to both the Employee and the Village department heads.

D. Health Insurance. Employer agrees to provide hospitalization, surgical and comprehensive medical and dental insurance for Employee and her dependents and to pay premiums thereon equal to that which is provided all other Village Department Heads. To the extent that the Village now, or in the future, determines to require its employees to contribute some or all of the cost of said insurance benefits, Employee agrees to contribute in the same amount as is required of all other Village Department Heads.

E. Vacation and Sick Days. The Employee is entitled to 15 paid vacation days per calendar year. For calendar year 2019, 10 vacations days will accrue on the Commencement Date. The Employee is entitled to paid sick days in accordance with applicable Village personnel rules and policies. The Employee may accumulate up

to a maximum of 30 vacation days. In the event of renewal, in recognition of her years of service in the profession, Employee shall be entitled to accrue no more than twenty paid vacation days, which is in accordance with the Vacation Earning Schedule as outlined in the Village's Personnel Manual.

F. Taxes. All payments made, or benefits provided, to the Employee pursuant to this Section 5 are subject to the usual and appropriate payroll, personnel, and benefits policies of the Village as well as the requirements of any applicable federal, state, or local laws, including appropriate tax withholdings. Nothing in this Agreement may be deemed or interpreted as requiring the Village to pay, directly or by way of reimbursement to the Employee, any federal or state income tax liability that the Employee may incur as a result of this Agreement or any of the transactions, benefits, or payments contemplated in this Agreement. The Employee shall comply with all applicable Internal Revenue Service and Illinois Department of Revenue requirements and regulations concerning the transactions, benefits, or payments contemplated in this Agreement.

G. Retirement Plan. The Employee is entitled to participate in the Illinois Municipal Retirement Fund retirement program.

H. Deferred Compensation. In addition to the Employee's base salary, the Village agrees to pay the Employee annual deferred compensation in monthly installments equal to 6.5% of the Employee's base salary, calculated upon the base salary as of the date of said payment. This deferred compensation shall be paid to the International City/County Management Association-Retirement Corporation ("*ICMA-RC*"), or any other qualified Section 457 deferred compensation plan designated in writing by the Employee, on or around the first day of each month during the time the Employee is employed under this Agreement. The Village agrees to execute all necessary agreements provided by the ICMA-RC or such other plan for the Employee's continued participation in a supplementary retirement plan.

Section 6. Annual Performance Evaluation.

The Village Board shall review the performance of the Employee annually, subject to a process and format for the evaluation agreeable to the Village Board and the Employee. The evaluation process will include the opportunity for the Village Board to prepare a written evaluation, meet and discuss the evaluation, and present a written summary of the evaluation results. The Village and the Employee shall establish annually a schedule of goals and indicators for the Employee, which schedule shall be used as a basis of measurement of the Employee's performance at the annual evaluation.

Section 7. General Business Expenses; Electronic Equipment.

A. Professional Associations. The Village agrees to budget for and to pay for professional dues and subscriptions of the Employee in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), and such other professional dues and subscriptions as the Village Board may deem reasonably necessary for participation in national, regional, State, and local professional associations and organizations desirable for the advancement of the best interests of the Village.

B. Professional and Official Travel. The Village agrees to budget and pay for travel and subsistence expenses reasonably incurred by the Employee for professional and official travel, meetings, conferences, and occasions in pursuit of official functions or the best interests of the Village, including without limitation annual attendance by the Employee at two ILCMA or other in-state conferences and one ICMA or other national conference. The Employee shall timely submit all receipts and other supporting documentation requested by the Village in accordance with Village practices and procedures. Travel to any conferences not within the contiguous United States is prohibited except upon prior approval of the Village Board.

C. General Expenses. The Village will reimburse the Employee for reasonable miscellaneous expenses properly incurred in the course of performing the duties of her position. The Employee shall timely submit all receipts and other supporting documentation requested by the Village.

D. Communications Equipment. The Village has provided the Employee with a combined cellular telephone and e-mail device, and a laptop computer for the Employee's continued use in the performance of the duties of her position during the Term of her employment. The Village shall pay all business expenses and fees associated with such equipment.

Section 8. Automobile.

The Village agrees to pay to the Employee the sum of \$6,000.00 per year, payable monthly, as a vehicle allowance to be used to purchase or lease a vehicle or for the use of her existing vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage for such vehicle, and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of such vehicle. The Employee agrees that her vehicle will be maintained in a manner which reflects a suitable appearance, working condition and professional image for the Village.

Section 9. Relocation.

A. Relocation. Within a reasonable period of time after the Effective Date of this Agreement, but in no event later than August 19, 2019, the Employee shall establish her place of permanent residence within a radius of 17.5 miles of the Village Hall (6900 North Lincoln Avenue, Lincolnwood, Illinois). The Employee shall thereafter reside within such area during her term of employment as Village Manager. In the event Employee is unable to establish residency within the time frame set forth herein, Employer shall have the right to approve an extension under such terms and conditions as the parties may mutually agree, which approval shall not be unreasonably denied.

B. Moving and Temporary Living Expenses. Upon timely submittal by the Employee of receipts and other supporting documentation reasonably requested by the Village, the Village will reimburse the Employee in an amount up to, and not to exceed, \$10,000.00 for reasonable and necessary moving-related and temporary living expenses actually incurred by the Employee prior to, and during, the establishment of her new residence pursuant to Section 9.A of this Agreement.

Section 10. Confidentiality.

The Employee acknowledges that the Employee has had and will have access to confidential information (“*Confidential Information*”) of, about, and belonging to, the Village. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. The Employee covenants and warrants that, both during and after the Employee’s term of employment, the Employee will not directly or indirectly use, divulge, furnish, or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the Village in a fiduciary capacity without the prior express written authorization of the Village, but instead the Employee will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Section 11. Property of the Village.

All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the Village are and will at all times remain the property of the Village. Upon termination of the Employee’s employment with the Village, regardless of cause therefor, the Employee shall promptly surrender to the Village all property provided to her by the Village for use in relation to her employment, including, without limitation, the equipment described in Section 7.D of this Agreement.

Section 12. Termination.

A. Basis for Termination. Notwithstanding anything to the contrary contained elsewhere in this Agreement, this Agreement shall terminate upon the occurrence of any of the following events: (i) the Employee's death; (ii) the Employee's "Total Disability" (as defined in this Agreement), provided that such termination shall be in accordance with all applicable laws governing Total Disability; (iii) the Employee's resignation; or (iv) termination of the employment of the Employee pursuant to Section 12.B of this Agreement.

B. Procedure for Termination by Village. In accordance with Section 4-3-3 of the Village Code, the Village may terminate the employment of the Employee upon: (i) the filing by the Village President with the Village Board of Trustees of a written statement of the reasons for such termination; and (ii) the majority vote of the Village Board. The Village agrees to provide the Employee with not less than 7 days advance written notice of the Village's intent to terminate the employment of the Employee pursuant to this Agreement; provided, however, that not less than 24 hours advance written notice need be provided by the Village in the event the Village Board determines that the Employee has engaged in "Deleterious Conduct",

which, for purposes of this Agreement, means that the Employee has: (i) been convicted of fraud, misappropriation, or embezzlement involving property of the Village, or of a felony offense or other criminal act; (ii) engaged in intentional, wrongful conduct that causes, or may cause, substantial harm to the Village; (iii) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of her employment when specifically directed to do so by a majority of the Board at a duly noticed public meeting, or by failing to communicate with the Village President or Board in a timely manner on pertinent Village business (for purposes of this subsection, “timely” shall mean not more than 13 calendar days); (iv) materially failed to perform a significant portion of her duties as the Manager as set forth in this Agreement or the Village Code; or (v) caused or allowed any practice, activity, decision or organizational circumstances which is either illegal, immoral, or in violation of the Village Ethics Ordinance or the ICMA Code of Ethics.

C. Total Disability. For purposes of this Agreement, "Total Disability" means the Employee's inability, because of illness, injury or other physical or mental incapacity, to perform the Employee's duties hereunder (as determined by the Village Board) for a continuous period of 120 consecutive days, or for a total of 120 days within any 360 consecutive day period, in which case such Total Disability shall be deemed to have occurred on the last day of such 120-day or 360-day period, as applicable.

D. Severance. If the Village terminates the employment of the Employee for any reason other than Deleterious Conduct, the Employee shall be entitled to severance pay in an amount equal to four months of her annual base salary plus deferred compensation at the time of such termination ("*Severance Pay Benefits*"). The Employee shall also be entitled to compensation for earned sick leave, vacation, and other accrued benefits to date (collectively, "*Accrued Benefits*"), calculated based on the Employee's annual base salary at the time of termination, in accordance with applicable Village personnel rules and policies. These Accrued Benefits shall terminate at the time of the Employee's termination. Any payment of Severance Pay Benefits or of Accrued Benefits hereunder is expressly conditioned upon the Employee's execution of a release of any and all claims the Employee may have against the Village, its employees and the Village Board.

E. Resignation. In the event that the Employee desires to voluntarily resign the position of Village Manager, she must provide the Village President with not less than 30 days advance written notice, unless the Employee and the Village Board agree otherwise in writing. The Employee shall not be entitled to any Severance Pay Benefits if she voluntarily resigns her employment. However, the Employee shall still be entitled to all Accrued Benefits as of the date of such voluntary resignation.

F. Outplacement Services. In the event the Board terminates this Agreement without cause, the Board shall authorize payment of a lump sum cash payment in the amount of \$2,000.00 for outplacement services and for other various job search expenses to be incurred by the Employee.

Section 13. Indemnification.

The Village will defend, hold harmless, and indemnify the Employee to the extent, and in the manner required by, Article 6 of Chapter 1 of the Village Code.

Section 14. Bonding.

The Village will pay the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, including, without limitation, the fidelity bond required pursuant to Section 4-3-6 of the Village Code.

Section 15. Notices.

Notice pursuant to this Agreement must be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

If to the Village: Village President
Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

If to the Employee: Anna Marie Gaura



Alternatively, notice required pursuant to this Agreement may be served personally. Notice will be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16. General Provisions.

A. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Village and the Employee relating to the employment of the Employee by the Village. This Agreement supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to the employment of the Employee by the Village.

B. Amendments. No amendment or waiver of any provision in this Agreement will be binding on the Village or the Employee unless and until it has

been reduced to writing and executed by the Village President, as may be authorized by the Village Board and the Employee.

C. Binding Effect. This Agreement is binding on the Village and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, then the remaining provisions will be deemed to remain in full force and effect.

E. No Waiver. Any failure in the exercise of either party to enforce any provision of this Agreement shall not prejudice the party's right to demand strict performance or enforcement of any future performance required under this Agreement.

F. COBRA. Nothing in this agreement shall be deemed a waiver of Employee's rights under applicable COBRA regulations, as may be amended from time to time.

G. Assignment. This Agreement with respect to the Employee is personal in nature and the Employee will not assign this Agreement or any of the Employee's rights or obligations under this Agreement without the written consent of the Village Board.

H. Governing Law. The execution, validity, construction, interpretation, performance, and enforcement of this Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois. Nothing in this Agreement is intended to abrogate the Employee's rights and obligations under Illinois law.

I. Acknowledgements. The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by counsel of their choosing.

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

K. Change in Laws. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

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

M. Time of Essence. Time is of the essence in the performance of this Agreement.

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

O. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF LINCOLNWOOD

By: _____
Village President

Attest:

By: _____
Village Clerk

EMPLOYEE

Anna Marie Gaura

#61724147_v6

Request For Board Action

REFERRED TO BOARD: January 15, 2019

AGENDA ITEM NO: 1.

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Authorizing the Execution of a Non-Exclusive License Agreement with Buchanan Energy (N), LLC, Owner of 6401 N. Cicero Avenue (Appears on Consent Agenda Because it is a Routine Function of Government)

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Buchanan Energy (N), LLC, the owner of the Mobile gas station at 6401 N. Cicero Avenue, is currently part of the Illinois Environmental Protection Agency's (IEPA) Leaking Underground Storage Tank Program, due to a gasoline release associated with the property. As part of the program, the property owner must monitor the groundwater to identify the extent of potentially impacted soil and groundwater. Based on the location of the potentially contaminated soil, the property owner has requested to install a monitoring well in the alley to the north of their property. Currently, two monitoring wells exist in the alley, and the property owner is requesting to install a third near the eastern edge of their property line. The existing wells were installed in 1991. The alley serves as an access for the strip mall to the north of the subject property and the office building to the east.

The new monitoring well will be dug at a depth of 12-feet below the existing grade. The well will be flush mounted to the ground with an 8-inch diameter cap, allowing access, but not obstructing traffic in the alley. Once the monitoring is complete and the site is closed in the IEPA's Leaking Underground Storage Tank Program, the wells will be abandoned and the surface will be patched with asphalt to match the existing surface material.

Staff and the Village Attorney have worked to develop a non-exclusive license agreement to allow for the new monitoring well to be constructed on public property and to maintain the existing wells. The license agreement will be recorded against the property and will remain in effect in the event that 6401 N. Cicero Avenue is sold. Either party has the right to terminate the agreement with 30 day notice. The property owner has agreed to the terms outlined in the license agreement. Staff recommends approval of the agreement.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed License Agreement

RECOMMENDED MOTION:

Move to approve a Resolution authorizing execution of a non-exclusive license agreement with Buchanan Energy (N), LLC, owner of 6401 N. Cicero Avenue

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2019-_____

**A RESOLUTION APPROVING A LICENSE AGREEMENT
WITH BUCHANAN ENERGY (N), LLC,
FOR THE PROVISION OF AN EMERGENCY MEDICAL SERVICES STATION**

WHEREAS, Buchanan Energy (N), LLC, a Delaware limited liability company ("**Owner**"), is the record title owner of that certain real property located at the address commonly known as 6401 North Cicero Avenue, Lincolnwood, Illinois ("**Property**"); and

WHEREAS, the Owner operates a vehicle gas station on the property; and

WHEREAS, the Property is adjacent to, and immediately south of, an alley right-of-way that is owned by, and under the jurisdiction of, the Village ("**Alley**"); and

WHEREAS, the Property is currently part of the Illinois Environmental Protection Agency's Leaking Underground Storage Tank Program ("**Program**") due to a gasoline release associated with the Property; and

WHEREAS, the Licensee is the owner of two existing underground groundwater monitoring wells located within the Alley (collectively, the "**Existing Wells**"); and

WHEREAS, as required by the Program, the Licensee desires to install a new, third underground groundwater monitoring well within the Alley ("**Proposed Well**"); and

WHEREAS, the Licensee desires, and the Village desires to permit the Licensee, to install and maintain Proposed Well, and to maintain the Existing Wells, within a portion of the Alley; and

WHEREAS, the Village and the Licensee desire to enter into an agreement to set forth their respective rights and responsibilities regarding the installation and maintenance of the Existing Wells and the Proposed Well within the Alley ("**Agreement**"); and

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

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 between the Village and the Owner is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Owner; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this ___ day of _____, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2019.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2019

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

EXHIBIT A
AGREEMENT

THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Steven M. Elrod, Esq.
HOLLAND & KNIGHT LLP
131 South Dearborn St.
30th Floor
Chicago, IL 60603

This Space for Recorder's Use Only

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is entered into as of this ____ day of November, 2018 ("**Effective Date**"), by the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), and Buchanan Energy (N), LLC ("**Licensee**").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Licensee is the owner of the property commonly known as 6401 North Cicero Avenue, Lincolnwood, Illinois, and legally described in **Exhibit A** to this Agreement ("**Property**").

B. The Licensee operates a vehicle gas station on the Property.

C. The Property is adjacent to, and immediately south of, an alley right-of-way that is owned by, and under the jurisdiction of, the Village ("**Alley**").

D. The Property is currently part of the Illinois Environmental Protection Agency's ("**IEPA**") Leaking Underground Storage Tank Program ("**Program**") due to a gasoline release associated with the Property (Illinois Emergency Management Agency release #891699).

E. As part of the Program, the Licensee must monitor the groundwater to identify the extent of potentially impacted soil and groundwater ("**Monitoring**").

F. The Licensee is the owner of two existing underground groundwater monitoring wells located within the Alley (collectively, the "**Existing Wells**").

G. The Licensee is required by the Program and desires to install a new, third underground groundwater monitoring well within the Alley ("**Proposed Well**").

H. The Licensee desires, and the Village desires to permit the Licensee, to install the Proposed Well, and to maintain the Existing Wells and the Proposed Well (collectively, the "**Wells**") within those portions of the Alley depicted in **Exhibit B** (collectively, the "**Licensed Premises**"), pursuant to, and conditioned upon, the terms of this Agreement

I. The Village and the Licensee desire to enter this Agreement to set forth their respective rights and responsibilities regarding the installation and maintenance of the Wells on the Licensed Premises.

SECTION 2. GRANT OF LICENSE; LIMITATION OF INTEREST.

A. **Grant of License.** Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive revocable license, for the benefit of the Property and required by the Program, for the Licensee or its contractors or agents to access the alley at various times to install and maintain the Wells within the Licensed Premises, pursuant to and in strict accordance with the terms and provisions of this Agreement ("**License**").

B. **Limitation of Interest.** Except for the License granted pursuant to this Agreement, the Licensee acknowledges and agrees that it does not have, and will not have, any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

C. **As-Is, Where-Is.** The Licensee hereby accepts the Licensed Premises in its condition at the time of the execution of this Agreement, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Licensee acknowledges and agrees that: (i) the Village has made no representation or warranty as to the suitability of the Licensed Premises for the Licensee's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner. The Licensee waives any implied warranty that the Licensed Premises is or will be suitable for the Licensee's intended purposes.

SECTION 3. CONSTRUCTION, INSTALLATION, AND MAINTENANCE.

A. **Installation of the Proposed Well.** The Licensee must install the Proposed Well in a good and workmanlike manner, all at the sole expense of the Licensee and subject to inspection and approval by the Village, and in accordance with the following:

1. The Proposed Well must be constructed and installed in strict accordance with the plans attached hereto as **Exhibit C**. Specifically, and without limitation of the foregoing, the Proposed Well must be installed no deeper than 12 feet below the ground surface of the Alley, and must be flush-mount.

2. During the period of the construction and installation of the Proposed Well, the Licensee must maintain the Licensed Premises and all streets, sidewalks, and other

public property in and adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times.

3. The Licensee must promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, and must repair any damage that may be caused by the activities of the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee in connection with the installation of the Proposed Well. If the Licensee fails to clean, or undertake with due diligence to clean, any street, sidewalk, or other public property within one hour after the Village gives the Licensee notice to clean all mud, dirt, snow, ice or debris deposited on such property by the Licensee or any agent of or contractor hired by, or on behalf of, the Licensee, then the Village will have the right, but not the obligation, to cause the affected public property to be cleaned and to recover from the Licensee all reasonable costs incurred by the Village in the performance of such work.

4. The Licensee must install the Proposed Well in compliance at all times with all applicable federal, state and Village laws (including without limitation, the Environmental Laws), statutes, codes, ordinances, resolutions, rules, and regulations, as the same have been or may be amended from time to time. The term "Environmental Laws" as used in this Agreement means all federal, state and local laws, ordinances, rules, regulations, codes or orders, including, without limitation, any requirement imposed under any permits, licenses, judgments, decrees, agreements or recorded covenants, conditions, restrictions or easements, the purpose of which is to protect the environment, human health, public safety or welfare, or which pertain to Hazardous Materials. The term "Hazardous Materials" as used in this Agreement means any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, processing, treatment, storage, disposal, transportation, spill, release or effect, either by itself or in combination with other materials on or expected to be on the Property or the Alley, is either: (a) potentially injurious to public health, safety, welfare, or the environment, or to the Property or the Alley; (b) regulated, monitored, or subject to reporting by any governmental authority; or (c) a basis for potential liability to any governmental agency or a third party under any applicable Environmental Laws.

B. Maintenance of the Wells.

1. Acknowledgment of Licensee Obligations. The Licensee acknowledges and agrees that the Licensee, and not the Village, is solely responsible for the maintenance, repair and replacement of the Wells.

2. Maintenance in Good Condition. The Licensee must keep the Licensed Premises and the Wells at all times in a safe and proper condition and in a condition of good repair (as determined by the Village). In the event that the Village determines that the Licensee has not complied with this Section 3.B.2, the Licensee must perform all necessary repair and maintenance work to abate such non-compliance within 10 days after the receipt of notice from the Village.

3. No Storage. The Licensee acknowledges and agrees that the Licensed Premises may not be used at any time for storage of materials or equipment of any kind, or accumulated snow or ice.

4. Alteration of Design Prohibited. Any maintenance, repair, or replacement of the Wells may not alter the design of the Wells as depicted in Exhibit C to this Agreement, except upon the prior written consent of the Village Manager.

5. Abatement of Dangerous Condition. In the event the Wells threaten public health and safety, the Licensee agrees that: (a) the Village has the right, but not the obligation, to take all necessary action to abate the dangerous condition; and (b) the Licensee must reimburse the Village for all reasonable costs incurred by the Village in the performance of such abatement.

SECTION 4. COMPLIANCE WITH LAWS.

The Licensee must use the Licensed Premises, and keep the Licensed Premises and any improvements thereon, in compliance at all times with all applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations (collectively, "**Laws**"), as the same have been or may be amended from time to time, including, without limitation, all Laws imposed or enforced by the IEPA.

SECTION 5. RESERVATION OF RIGHTS.

A. Village Use of Licensed Premises. The Village hereby reserves the right to use the Licensed Premises in any manner that will not unreasonably prevent, impede, or interfere with the exercise by Licensee of the rights granted pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Village has the right to maintain and improve the Licensed Premises in any manner it so desires. If, in the Village's sole determination, the use by the Licensee of the Licensed Premises prevents, impedes, or interferes with the Village's ability to maintain or improve the Licensed Premises, the Licensee must, upon receipt of a notice therefor from the Village, and at the Licensee's sole expense, promptly suspend such use and temporarily remove any Wells and personal property from the Licensed Premises so that the Village may conduct such maintenance or improvements.

B. Non-Exclusive Use. The Village has the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises. The Village further reserves its right of full and normal access to the Licensed Premises for the maintenance thereof.

SECTION 6. LIENS.

The Licensee hereby represents and warrants that Licensee must take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Licensee or their agents on the Licensed Premises.

SECTION 7. LIABILITY AND INDEMNITY OF VILLAGE.

A. Indemnity. The Licensee agrees to indemnify, and hold the Village harmless from, all claims, causes of action, suits, damages, or demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with: (i) the acts or omissions of the Licensee or its authorized agents, servants, employees, or contractors in the performance of, or failure to perform maintenance on the Licensed Premises; (ii) the use of the Licensed Premises by the Licensee or its authorized agents, servants, employees, contractors, guests, and invitees; or (iii) this Agreement.

B. Waiver of Liability. The Licensee will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that the Licensee may have against the Village and its officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Licensed Premises, or as a result of the condition, maintenance, and use of the Licensed Premises.

C. Assumption of Risk. The Licensee agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that licensee or its employees, agents, contractors, agents, servants, employees, contractors, guests, or invitees may sustain while on the Licensed Premises, or as a result of the condition, maintenance, or use of the Licensed Premises.

SECTION 8. TERMINATION AND RESTORATION.

A. Termination. Either the Licensee or the Village may terminate the License and this Agreement, in either party's sole discretion, at any time and for any reason, by providing the other party 30 days prior written notice.

B. Restoration of Licensed Premises.

1. Licensee's Obligations. Upon termination of this Agreement, the Licensee, at its sole cost and expense, must restore the Licensed Premises as nearly as practicable to its condition at the time the Licensee commenced its use of the Licensed Premises, including, without limitation: (1) removing all Wells and any other improvements, encroachments, and personal property that may be on the Licensed Premises; (2) replacing and grading all topsoil removed by the Licensee; and (3) restoring any fences, sidewalks, plantings, landscaping, or improvements that were removed or damaged by the Licensee as nearly as practicable to the condition immediately preceding the time the Licensee commenced its use of the Licensed Premises.

2. Failure to Restore. In the event that the Licensee fails or refuses to restore the Licensed Premises in accordance with Section 8.B.1 of this Agreement, the Village will have the right, but not the obligation, to perform and complete the restoration, and to charge the Licensee for all reasonable costs and expenses in the local area, including legal and administrative costs incurred by the Village, for such work. If the Licensee does not fully reimburse the Village for such costs, then the Village will have the right to place a lien on the Owner's Property for all such reasonable costs and expenses in the local area in the manner provided by law. The rights and remedies provided in this Section 8.B.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

3. Abandonment of Wells. The future abandonment by the Licensee of one or more Wells, as may be approved pursuant to the Illinois Water Well Construction Code (77 Ill. Admin. Code Part 920), will not relieve or absolve the Licensee of all restoration obligations set forth in this Section 8.B.

C. Survival of Obligations. All obligations of the Licensee pursuant to this Agreement that have not been fully performed as of the termination of this Agreement will survive such termination, including, without limitation, the liability and indemnity obligations set forth in Section 7 of this Agreement.

SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. The Licensee must pay to the Village, contemporaneous with the execution of this Agreement by the Village Manager, all reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the Wells, including, without limitation, the review and processing of plans therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement. Payment of all fees, costs, and expenses must be made by a certified or cashier's check. The Licensee acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by the Licensee during the term of this Agreement in connection with the improvement and maintenance of the Licensed Premises. Further, the Licensee

acknowledges and agrees that it is liable for and will pay after demand all fees, costs, and expenses incurred by the Village for recordings required in connection with the above matters.

B. Other City Fees. In addition to all other costs, payments, fees, or charges required by this Agreement, the Licensee must pay to the Village all application, inspection, and permit fees, charges, and contributions, and all other fees, charges, and contributions pursuant to applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations.

SECTION 10. ENFORCEMENT.

A. Enforcement. The Village and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that Licensee will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one party against the other party or parties, the prevailing party or parties in the judicial proceeding is entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 11. COVENANTS RUNNING WITH THE LAND.

A. Covenant Running with the Land. The License and other rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are rights, restrictions, agreements, and covenants running with the land, will be recorded against the Property and is binding upon and inure to the benefit of the Licensee and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, Licensee, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

B. Recording. The Licensee grants permission to the Village to record this Agreement against the Property and agrees to reimburse the Village for all costs to record this Agreement.

SECTION 12. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (a) personal delivery; (b) deposit in the United States mail, enclosed

in a sealed envelope with first class postage thereon; or (3) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 12.A. The address of any party may be changed by written notice to the other party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712
Attention: Village Manager

with a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Steven M. Elrod, Village Attorney

If to the Licensee: Buchanan Energy (N), LLC
7315 Mercy Road
Omaha, NE 6812
Attention: Steve Buchanan, Managing Member

with a copy to: Arcadis U.S., Inc.
200 S. Michigan Ave., Suite 2000
Chicago, IL 60604
Attention: Michelle Rumler, Environmental Specialist

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Amendments. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

D. Authority To Execute. The Village hereby warrants and represents to the Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Licensee hereby warrants and represents to the Village that the Licensee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

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

F. Non-Waiver. The Village will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right

granted to the Village will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the Village's right to enforce that right or any other right.

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

H. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

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

K. Exhibits. Exhibits A through C attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement controls.

L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person will be made, or be valid, against the Village or the Licensee.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:

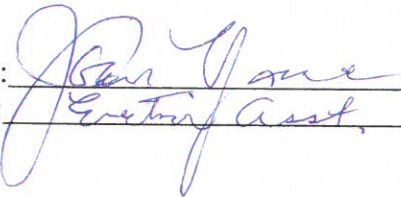
VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation

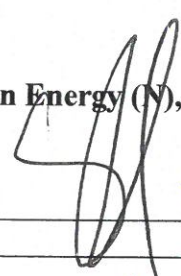
Beryl Herman, Village Clerk

By: _____
Robert Merkel
Its: Interim Village Manager

ATTEST:

Buchanan Energy (N), LLC

By: 
Its: Secretary Asst.

By: 
Its: STEVE BUCHANAN
PRESIDENT OF
MANAGING MEMBER

#54364694_v1

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

This instrument was acknowledged before me on _____, 2018, by Timothy Wiberg, the Village Manager of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this ____ day of _____, 2018.

Notary Public

My Commission Expires:

(SEAL)

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on DECEMBER⁶, 2018, by STEVE BOCHANAN, the PRESIDENT of CHICAGO SPE (N) A Delaware corporation as managing member of **Buchanan Energy (N), LLC**, a Delaware limited liability company. Given under my hand and notarial seal this 6TH day of DECEMBER, 2018.

Notary Public

My Commission Expires: JUNE 9, 2019

(SEAL)

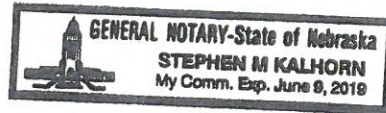


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

SITE # 10351

6401 N CICERO AVE., LINCOLNWOOD, IL.

TAX PARCEL NUMBERS: 10-34-319-020-0000; 10-34-319-021-0000

THE WEST 1/2 OF LOT 41 AND ALL OF LOT 42 IN SECOND DEVONS CICERO AVENUE ADDITION, BEING A SUBDIVISION OF PART OF LOT 3 THE ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL 1/4 SECTION 3, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE T^H PRINCIPAL MERIDIAN, LYING NORTHEAST OF CALDWELL'S RESERVAT AND NORTH OF THE INDIAN BOUNDARY LINE ALSO OF SOUTH 10 ACRES LOT 7 IN THE ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE T^H PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECOF MARCH 6, 1925 AS DOCUMENT 8803001, IN COOK COUNTY, ILLINOIS.

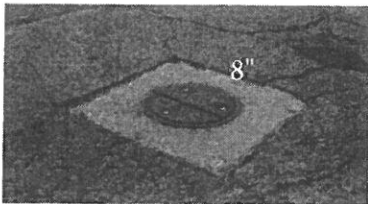
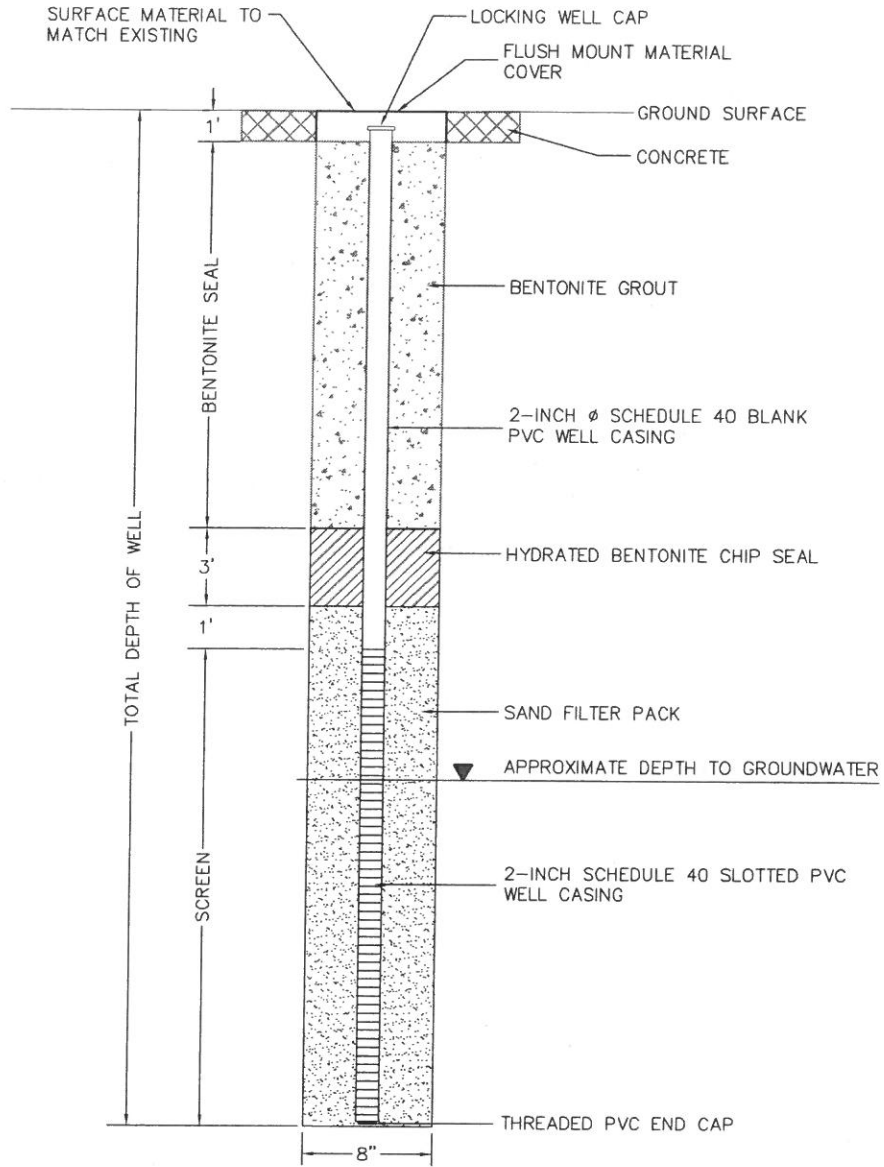
ALSO BEING DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 42; THENCE NC 88 DEGREES 28 MINUTES 35 SECONDS EAST, ALONG THE NORTHERLY L OF SAID LOT 42, A DISTANCE OF 135.00 FEET TO THE NORTHE CORNER OF THE WEST 1/2 OF SAID LOT 41; THENCE SOUTH 00 DEGF 43 MINUTES 04 SECONDS EAST, A DISTANCE OF 110.00 FEET TC POINT ON THE NORTHERLY LINE OF DEVON AVENUE (100'W.); THE SOUTH 88 DEGREES 28 MINUTES 35 SECONDS WEST, ALONG S NORTHERLY LINE, A DISTANCE OF 135.00 FEET TO THE SOUTHW CORNER OF SAID LOT 42; THENCE NORTH 00 DEGREES 43 MINUTES SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 42 DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING, CONTAIN 14,850 SQUARE FEET, OR 0.34 ACRES, MORE OR LESS.

EXHIBIT B

DEPICTION OF THE LICENSED PREMISES

General Monitoring Well Detail



Example flush-mount well (8" diameter) and well pad

NOTE: DRAWING IS NOT SCALED.
TBD - TO BE DETERMINED

PROPOSED MONITORING WELL CONSTRUCTION DETAIL	
	Design & Consultancy for natural and built assets
EXHIBIT	
B	

CITY: PETALUMA, CA DIV: GROUP: ENV DB: J. HARRIS LD: PIC: PM: LVR(OBJ)DN+OFF+REF*
 G:\ENV\CAD\BRIGHTON\ACT\G9898\STATION 9861\DWG\9861B04.dwg LAYOUT: 35.SAVED: 4/22/2010 3:18 PM ACADVER: 18.05 (LMS TECH) PAGESETUP: 18.05 (LMS TECH) PLOTTED: ARCADIS.CTB PLOTTED: 4/22/2010 3:18 PM BY: FOX, AARON
 XREFS: IMAGES PROJECTNAME:

Request For Board Action

REFERRED TO BOARD: January 15, 2019

AGENDA ITEM NO: 2.

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of the Following Items Pertaining to the Standpipe Rehabilitation Project: A) A Resolution Approving a Contract with Era Valdivia Contractors, Inc. of Chicago, Illinois in the Amount of \$860,100; and B) An Ordinance Waiving the Competitive Bidding Process and Approving an Agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois in the Amount of \$37,400 for Construction Oversight Services (Item Appears on the Consent Agenda Because it is a Routine Function of Government)

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village operates a 1.5 million gallon standpipe located east of the Public Works facility on Central Park Avenue. The Standpipe was constructed in 1996 and serves as additional storage for treated, potable water, and also pressurizes the distribution system. The Standpipe is 47 feet in diameter and is the tallest structure in the Village, at a height of 125 feet. The Standpipe is currently painted white, which allows it to blend into the background and reduce its visibility.

In 2017, the Village contracted Midco Diving and Marine Services, Inc. (Midco) to dive the tank and inspect the interior for damage and rust buildup. Midco noted that there were several areas inside the tank where the coating is coming off, causing rust. The exterior of the tank was also inspected and is demonstrating a failure of the coating. The standpipe has not been painted since its construction in 1996. The paint used to coat the standpipe is also meant to prevent the steel tank from oxidizing. As the coating has deteriorated over the years, the number and severity of rust spots has increased. The existing rust spots will continue to deteriorate and spread if the interior and exterior are not recoated, weakening the walls. The standpipe is a critical piece of the Village's water distribution infrastructure, and must be maintained in order to prevent a failure.

On June 19, 2018 the Village Board approved a contract with Christopher B. Burke Engineering, Ltd. (CBBEL) for the design of the Standpipe Rehabilitation Project. At that meeting, a majority of the Village Board agreed to pursue the project without including a Village identifier on the tank. The proposed project includes repainting the interior and exterior of the tank, installation of new safety features such as new railings, fall protection devices, and safety grabs, repairs to failed welding points, and upgrades to the lighting.

On November 29, 2018, a bid notice was published in the *Lincolnwood Review*. Bid packages were picked up by four firms who perform this type of work and on December 19, 2018, four sealed bids were received and publicly opened. Table 1 provides a summary of the bids received.

Table 1. Summary of Bids		
Firm	Base Bid	Alternate Bid
Era Valdivia Contractors, Inc.	\$860,100	\$922,100
Maxcor, Inc.	\$920,875	\$952,875
Jetco, Ltd.	\$1,004,475	\$682,795
Tecorp, Inc.	\$1,153,300	\$1,201,860
<i>Engineer's Estimate</i>	<i>\$989,250</i>	<i>\$1,170,000</i>

Bidders were requested to submit a base bid where the entire project would be completed in one construction season and an alternate bid where the exterior work would be done in 2019 and the interior work would be completed in 2020. The purpose of seeking the alternate bid was due to the fact that the exterior work is eligible to be funded by the Northeast Industrial Tax Increment Financing District (NEID TIF), whereas the interior work could only be paid for using money from the Water/Sewer Fund. Based on the original estimated cost, staff was concerned that there would not be sufficient funds in the Water/Sewer Fund to pay for the interior work in 2019.

Upon evaluation of the bids, it was discovered that the alternate bid provided by Jetco, Inc. did not include all of the work on the exterior of the tank, including welding and containment in their price. For this reason, they informed CBBEL that they are withdrawing their bid for consideration.

The lowest base bid was submitted by Era Valdivia Contractors, Inc. (Era Valdivia) of Chicago, Illinois. Based on their bid, \$550,100 would be eligible to be expended out of the NEID TIF Fund and the remaining \$310,000 from the Water/Sewer Fund. Both Funds are able to support the project in FY 2019/20.

Era Valdivia has performed 58 tank painting projects throughout the Chicagoland region over the past 18 years. Staff reached out to several municipalities for whom Era Valdivia has performed work over the past five years and all provided positive responses with regard to their quality of work. Additionally, CBBEL has worked with Era Valdivia on two recent projects and provided a positive review. For these reasons, staff recommends awarding a contract to Era Valdivia. Work is anticipated to begin in early May and be completed in November.

Staff recommends the Village Board waive the competitive bidding process and award a construction oversight services contract to CBBEL in the amount of \$37,400.

- CBBEL is intimately familiar with the project, having developed the design and has recently successfully performed similar work for other communities including the Villages of Deerfield, Chicago Ridge, Dwight, and Willowbrook.
- CBBEL is intimately familiar with the Village's water distribution system as they have served as the Village Engineer for four years.
- The proposal submitted by CBBEL is 4.3% of construction costs. Staff evaluated six similar oversight contracts from the past five years and found that they ranged from 4.6% to 9.8% of construction cost, with the average being 6.7% of construction costs. Only one project Based on this information, the CBBEL proposal is on the lower end of what has been available in the market.

FINANCIAL IMPACT:

\$574,000 will be included in the FY 2019/20 NEID TIF budget and \$323,500 in the FY 2019/20 Water/Sewer Fund budget for the Standpipe Rehabilitation Project.

DOCUMENTS ATTACHED:

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

RECOMMENDED MOTION:

Move to approve the following items pertaining to the standpipe rehabilitation project: A) a Resolution approving a contract with Era Valdivia of Chicago, IL for construction of the improvements; and B) an Ordinance waiving the competitive bidding process and approving an agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, IL for construction oversight services.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2019-_____

**A RESOLUTION APPROVING THE AWARD
OF A CONTRACT FOR THE STANDPIPE REHABILITATION PROJECT
TO ERA VALDIVIA CONTRACTORS, INC. OF CHICAGO, ILLINOIS**

WHEREAS, the Village is the record title owner of that certain property commonly known as 7015-17 North Central Park Avenue, which property is improved with a 1.5-million-gallon water standpipe (“*Standpipe*”); and

WHEREAS, the Village has identified the need to rehabilitate the Standpipe, including repainting the interior and exterior of the standpipe and installing new safety features, as part of its regular maintenance and upkeep (“*Standpipe Rehabilitation Project*”); and

WHEREAS, the Village sought bids for the award of a contract for the Standpipe Rehabilitation Project (“*Contract*”); and

WHEREAS, Era Valdivia Contractors, Inc., of Chicago, Illinois (“*Contractor*”), 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 Contractor 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 Contractor is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of January, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of January, 2019.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2019

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

EXHIBIT A

CONTRACT

CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
ERA VALDIVIA CONTRACTORS, INC.
FOR THE CONSTRUCTION OF
1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
1.1 PERFORMANCE OF THE WORK	1
1.2 COMMENCEMENT AND COMPLETION DATES	2
1.3 REQUIRED SUBMITTALS	2
1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS	3
1.5 CONDITIONS AT THE WORK SITE; RECORD DRAWINGS	3
1.6 TECHNICAL ABILITY TO PERFORM	4
1.7 FINANCIAL ABILITY TO PERFORM	4
1.8 TIME	4
1.9 SAFETY AT THE WORK SITE	4
1.10 CLEANLINESS OF THE WORK SITE AND ENVIRONS	5
1.11 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY	5
1.12 SUBCONTRACTORS AND SUPPLIERS	5
1.13 SIMULTANEOUS WORK BY OTHERS	6
1.14 OCCUPANCY PRIOR TO FINAL PAYMENT	6
1.15 OWNER'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE	6
ARTICLE II	6
2.1 CHANGES	6
2.2 DELAYS	7
ARTICLE III	7
3.1 INSPECTION; TESTING; CORRECTION OF DEFECTS	7
3.2 WARRANTY OF WORK	7
3.3 OWNER'S RIGHT TO CORRECT	8
ARTICLE IV	8
4.1 BONDS	8
4.2 INSURANCE	8
4.3 INDEMNIFICATION	9
ARTICLE V	9
5.1 CONTRACT PRICE	9
5.2 TAXES AND BENEFITS	9
5.3 PROGRESS PAYMENTS	9

5.4	FINAL ACCEPTANCE AND FINAL PAYMENT.....	10
5.5	LIENS	10
5.6	DEDUCTIONS.....	11
ARTICLE VI.....		12
6.1	DISPUTE RESOLUTION PROCEDURE	12
6.2	CONTRACTOR'S REMEDIES	12
6.3	OWNER'S REMEDIES	12
6.4	OWNER'S SPECIAL REMEDY FOR DELAY	14
6.5	TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE	14
ARTICLE VII.....		14
7.1	BINDING EFFECT	14
7.2	RELATIONSHIP OF THE PARTIES	14
7.3	NO COLLUSION.....	14
7.4	ASSIGNMENT.....	15
7.5	CONFIDENTIAL INFORMATION.....	15
7.6	NO WAIVER	15
7.7	NO THIRD PARTY BENEFICIARIES.....	15
7.8	NOTICES.....	15
7.9	GOVERNING LAWS	16
7.10	CHANGES IN LAWS	16
7.11	COMPLIANCE WITH LAWS	16
7.12	COMPLIANCE WITH PATENTS	17
7.13	TIME OF THE ESSENCE	17
7.14	CALENDAR DAYS AND TIME	17
7.15	SEVERABILITY	17
7.16	ENTIRE AGREEMENT.....	18
7.17	AMENDMENTS AND MODIFICATIONS.....	18

CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“**Owner**”), and Era Valdivia Contractors, Inc., 11909 South Avenue O, Chicago, Illinois 60617 an Illinois corporation (“**Contractor**”), make this Contract as of the _____ day of _____, **2019**, and hereby agree as follows:

ARTICLE I **THE WORK**

1.1 Performance of the Work

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

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

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

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

2.2 Delays

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

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

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

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

4.2 Insurance

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

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

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner and Christopher B. Burke Engineering, Ltd. 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 or Christopher B. Burke Engineering, Ltd.

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

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

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Andrew Letson, 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:

Era Valdivia Contractors, Inc.
11909 S. Avenue O
Chicago, Illinois 60617

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

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

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

7.12 Compliance with Patents

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

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

7.13 Time of the Essence

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

7.14 Calendar Days and Time

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

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments and Modifications

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

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

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Robert Merkel, Interim Village Manager

ATTEST:

**ERA VALDIVIA CONTRACTORS,
INC.**

By: _____
Title: _____

By: _____
[NAME OF CONTRACTOR'S
EXECUTING OFFICER]
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 _____, 20__.

ATTEST:

**ERA VALDIVIA CONTRACTORS,
INC.**

By: _____

By: _____

**[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 _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Painting work required for surface preparation and painting of existing potable water storage tanks, miscellaneous welding and tank maintenance repairs.

2. **Work Site:**

7034 N. Central Park Avenue, Lincolnwood, IL 60712

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

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

4. **Commencement Date:**

May 1, 2019

5. **Completion Date:**

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

6. **Insurance Coverage:**

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$300,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

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

ATTACHMENT A

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.

ATTACHMENT A

- 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 and Christopher B. Burke Engineering, Ltd. shall be named as an Additional Insured on the required policies excluding worker's compensation.

7. **Contract Price:**

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

[TO BE SUPPLIED BY BIDDER]

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.

ATTACHMENT A

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.

9. Tank Evaluation Report

A tank inspection has previously been made and the results are available for inspection by prospective Bidders, but are not a part nor do they constitute a portion of these Contract Documents whether attached or not. The Owner nor the Owner's Consultant assumes any responsibility whatever with respect to the sufficiency or accuracy of these investigations, nor of their interpretation, and there is no guarantee, either expressed or implied, that the conditions indicated are representative of those existing, or that unforeseen developments may not occur.

ATTACHMENT A-1
SCHEDULE OF PRICES
[TO BE SUPPLIED BY BIDDER]

ATTACHMENT B
SPECIFICATIONS

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 6:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 12:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

APPENDIX 1

PREVAILING WAGE ORDINANCE

[TO BE SUPPLIED BY OWNER]

CONTRACT DOCUMENTS
FOR
1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT
FOR
LINCOLNWOOD, IL

BID SUBMITTED BY

COMPANY NAME

STREET ADDRESS

DATE

CBBEL PROJECT NO. 14-0090.C1805

FOR BID

BID DUE DECEMBER 19, 2018 (BEFORE 10:30 A.M. LOCAL TIME)

PROJECT SPECIFICATIONS AND INFORMATION

FOR

1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

FOR

LINCOLNWOOD, IL

OWNER: **VILLAGE OF LINCOLNWOOD
6900 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60712**

CONSULTANT: CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD
SUITE 600
ROSEMONT, IL 60018
(847) 823-0500

CONTRACT DOCUMENTS CONSISTING
OF

BIDDING REQUIREMENTS
CONTRACTUAL DOCUMENTS
TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

BIDDING REQUIREMENTS

CONTRACT FORMS

GENERAL CONDITIONS

<u>Section</u>	<u>Title</u>
00 72 43	Standard General Conditions of the Construction Contract

GENERAL REQUIREMENTS

<u>Section</u>	<u>Title</u>
00 73 93	Liquidated Damages
00 85 00	Project Drawings and Photos
01 01 20	General Requirements for Tank Painting
01 11 00	Summary of Work
01 11 13	Responsibilities of Contractor
01 31 19	Project Meetings
01 33 00	Equipment & Material Submittals
01 60 00	Material and Equipment
01 73 29	Cutting and Patching
01 74 00	Maintenance of Work Site and Daily Clean-Up
01 77 00	Testing, Chlorinating, Filling and Final Inspection and Acceptance

DIVISION 05 – METALS

<u>Section</u>	<u>Title</u>
05 50 00	Miscellaneous Metal Repairs
05 52 13	Water Storage Tank Rehabilitation and Repairs

DIVISION 09 – FINISHES

<u>Section</u>	<u>Title</u>
09 91 13	Painting Water Storage Tank

DIVISION 26 – ELECTRICAL

<u>Section</u>	<u>Title</u>
26 00 10	General Provisions for Electrical Work
26 42 00	Cathodic Protection
26 56 00	Lighting Equipment

DIVISION 33 – UTILITIES

<u>Section</u>	<u>Title</u>
33 05 50	General Provisions for Mechanical Work

ADVERTISEMENT FOR BIDS

SECTION 00 11 13

The Village of Lincolnwood, Cook County, Illinois will receive sealed proposals for the following improvements at the Village Hall, 6900 N. Lincoln Avenue, Lincolnwood, IL 60712 until **10:30 a.m. local time on December 19, 2018.**

VILLAGE OF LINCOLNWOOD, IL 1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

Proposals will be publicly read aloud in the Village Hall at **10:30 a.m. local time on December 19, 2018.** No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and Board of Trustees for a period of forty-five days after the scheduled time of closing bids.

This project generally consists of painting work required for surface preparation and painting of existing potable water storage tanks, miscellaneous welding and tank maintenance repairs.

A pre-bid meeting will be held at 11:00 a.m. on December 10, 2019 at 7001 N. Lawndale Avenue followed by a tour of the 1.5 Million Gallon Standpipe site. The purpose of the pre-bid meeting is to allow Bidders to inspect the facility scheduled for improvements. The address of the 1.5 MG Standpipe is 7034 N. Central Park Avenue.

All proposals shall be sealed in an envelope, addressed to the Village of Lincolnwood, attention Village Clerk. The name, address and phone number of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

A certified check/bank draft drawn on a solvent bank, payable without condition to the Village of Lincolnwood, or a bid bond in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A Performance Bond and Payment Bond, each in a sum equal to one hundred percent (100%) of the amount of the bid with sureties to be approved by the Village, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bonds upon acceptance of such bid or proposal.

Contractors and Subcontractors shall conform to the "Public Works Preference Project" Act, (30 ILCS 560/1, et Seq.)

Contractors shall be required to pay not less than the prevailing wage rates on the Project as established by the United States Department of Labor and the State of Illinois Department of Labor. Copies of these wage rates are incorporated in the Contract Documents.

Bids will only be received from qualified contractors. The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the President and Board of Trustees their best interests will be promoted thereby.

END OF SECTION

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE
1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

BID PACKAGE

TABLE OF CONTENTS

1. **INVITATION TO BID**1
2. **DEFINED TERMS**1
3. **THE BID PACKAGE**1
4. **INSPECTION AND EXAMINATION**2
5. **BID OPENING**2
6. **BID SECURITY AND INSURANCE**2

Contractor's Certification

Attachment A -	Supplemental Schedule of
Attachment A-1	Contract Terms
Attachment B -	Schedule of Contract Prices
Attachment D -	Specifications
Appendix -	Special Project Requirements
	Prevailing Wage Ordinance

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE
1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT
INVITATION FOR BIDDER'S PROPOSALS

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

Attn: Andrew Letson, Director of Public Works

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as painting work required for surface preparation and painting of existing potable water storage tanks, miscellaneous welding and tank maintenance repairs.

The Work shall be performed at the following Work Site: 7034 N. Central Park Avenue, Lincolnwood, IL 60712.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;

INVITATION

- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package in making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

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

5. **Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting will be held on at **11:00 a.m.**, local time, on **Monday December 10, 2018** with all prospective bidders for the purposes of clarification, questions, site inspection, etc. Bidders will be responsible for signing an attendance register. Meeting will be held at the Lincolnwood Public Works Facility located at 7001 N. Lawndale Avenue, followed by a visit to the Work Site. No other individual information session will be held by the Owner relating to this bid.

6. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **10:30 a.m.**, local time, **December 19, 2018**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

7. **Bid Security and Insurance**

A. **Bid Security**. Each Bidder's Proposal shall be accompanied by a security deposit in the form of a Bid Bond, a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner in an amount not less than 10% of the Bidder's highest aggregate bid amount.

B. **Performance and Payment Bonds**. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth

INVITATION

above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE
1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

GENERAL INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. INTERPRETATION OF DOCUMENTS INCLUDED IN BID PACKAGE.....	1
2. CALCULATION OF UNIT PRICE PROPOSALS.....	2
3. PREVAILING WAGES.....	2
4. TAXES AND BENEFITS.....	2
5. PERMITS AND LICENSES.....	2
6. PREPARATION OF BIDDER'S PROPOSAL.....	3
7. SIGNATURE REQUIREMENTS.....	3
8. BID SECURITY.....	4
9. SUBMISSION OF BIDDER'S PROPOSAL.....	5
10. WITHDRAWAL OF BIDDER'S PROPOSAL.....	5
11. QUALIFICATION OF BIDDERS.....	5
12. DISQUALIFICATION OF BIDDERS.....	6
13. AWARD OF CONTRACT.....	6
14. NOTICE OF AWARD; EFFECTIVE DATE OF AWARD.....	7
15. CLOSING OF CONTRACT.....	7
16. FAILURE TO CLOSE.....	8
17. SPECIAL INSTRUCTIONS.....	8

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE
1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. 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 preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any 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 unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner (“**Addendum**”). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

INSTRUCTIONS

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

Direct questions to Mr. Gerry Hennelly, at 847-823-0500.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract (when applicable).

4. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or 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.

5. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

INSTRUCTIONS

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package *shall be removed* from the Bid Package *prior to* preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding “no charge” to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement (both Sealed and Notarized) and the Bidder's Sworn Work History Statement (when applicable) included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

INSTRUCTIONS

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Bid Bond, Cashier's Check or Certified Check as specified in the Invitation for Bidder's Proposals ("***Bid Security***"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. The Village will hold the Bid Security from the two lowest Bidders until the contract is signed. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required

INSTRUCTIONS

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. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together *with all other required documents*, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be visibly marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal *prior to opening* of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

INSTRUCTIONS

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects *may also be requested*.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same *or different names* and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to *more than one Bidder* for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a

INSTRUCTIONS

waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, *until the Contract has been executed* by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance *has been extended* as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("***Effective Date of Award***"). Owner will prepare four copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and *all related documents* shall be executed, submitted and exchanged by Owner and Bidder ("***Closing***") on, *the tenth day* following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("***Closing Date***").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all four copies of the Contract, the Contractor's Certification, and *all other required documentation* related to the Contract on or before the Closing Date; and (2) submit four executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("***Conditions Precedent to Closing***").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole

INSTRUCTIONS

discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender one copy to the successful Bidder at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. Special Instructions

See Attachment D of Contract

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE

1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

BIDDER'S PROPOSAL

Full Name of Bidder _____ (“*Bidder*”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

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

Attention: Andrew Letson, Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write “NONE”] (“*Bid Package*”).

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

1. Work Proposal

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

PROPOSAL

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

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

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

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("*Price Proposal*"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

B. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

BASE BID

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
05 50 00/01	Continuous Seal Weld Repairs	LIN FT	100	\$	\$
05 50 00/02	Interior Pit Weld Repairs	EACH	50	\$	\$
05 52 13/01	Remove and Replace Existing Roof Vent	LSUM	1	\$	\$

PROPOSAL

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
05 52 13/02	Installation of New Painters Rail, Safety Grabs and Rigging Couplings	LSUM	1	\$	\$
05 52 13/03	Installation of New Fall Protection Devices	LSUM	1	\$	\$
05 52 13/04	Repair and Replace Existing Pilaster Lighting	LSUM	1	\$	\$
05 52 13/05	Remove and Replace Existing Manway Hatch at Base of Tank	LSUM	1	\$	\$
09 91 13/01	Interior Wet Surfaces; all surface preparation, priming and painting	LSUM	1	\$	\$
09 91 13/02	Exterior Surfaces; all surface preparation, priming and painting	LSUM	1	\$	\$
09 91 13/03	Interior Dry Surfaces; all surface preparation, priming, and painting	LSUM	1	\$	\$
09 91 13/04	Full Containment as required	LSUM	1	\$	\$
09 91 13/05	Proper and Legal Disposal of Paint Chips/Flakes and Other Debris	LSUM	1	\$	\$
26 42 00/01	Remove and Reinstall Existing Cathodic Protection	LSUM	1	\$	\$
26 42 00/02	Continuation of Service Agreement	LSUM	1	\$	\$
26 56 00/01	Lighting Equipment	LSUM	1	\$	\$
27 51 25/01	Modifications to Existing SCADA System	LSUM	1	\$	\$

TOTAL BASE BID PRICE:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

PROPOSAL

ALTERNATIVE BID 1A (All Exterior Prep Painting, Containment & Welding in 2019)

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	Approximate <u>Number of</u> <u>Units</u>	<u>Price</u> <u>Per Unit</u>	<u>Extension</u>
09 91 13/02A	Exterior Surfaces; all surfaces preparation, priming and painting (Bid 1A)	LSUM	1	\$	\$

ALTERNATIVE BID 1B (All Interior Prep and Painting in 2020)

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	Approximate <u>Number of</u> <u>Units</u>	<u>Price</u> <u>Per Unit</u>	<u>Extension</u>
09 91 13/03A	Interior Surfaces; all surfaces preparation, priming and painting (Bid 1B)	LSUM	1	\$	\$

TOTAL ALTERNATIVE BID PRICE:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

D. 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 Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions,

PROPOSAL

annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

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

3. **Contract Time Proposal**

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

4. **Firm Proposal**

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

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

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

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

PROPOSAL

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

6. Surety and Insurance

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

7. Bid Security

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

8. Owner's Remedies

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

9. Owner's Rights

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

10. Bidder's Obligations

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

DATED this _____ day of _____, 2018.

PROPOSAL

ATTEST:

Bidder

By: _____

By: _____

Title: _____

Title: _____

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

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
NAME OF WORK

BIDDER'S SWORN ACKNOWLEDGEMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

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

The officers of the corporation are as follows:

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

2. **Partnership**

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

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

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

4. **Joint Venture**

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

ACKNOWLEDGEMENT

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

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

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

DATED this _____ day of _____, 200_.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
Before me this ____ day
of _____, 200__.

My Commission Expires: _____

Notary Public

[SEAL]

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

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
NAME OF WORK

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

("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: _____

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: _____ years

WORK HISTORY STATEMENT

4. **Predecessor Organizations**

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

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

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this _____ day of _____, 200__.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
Before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

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

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
NAME OF WORK

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: _____
BIDDER
ADDRESS

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

(*“Contractor”*)

(*“Owner”*)

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

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

The Closing will be by mail. The Bidder will mail all signed documents to the Owner at 6900 North Lincoln Avenue, Lincolnwood, Illinois provided that all Conditions have

NOTICE OF AWARD

been satisfied. Contractor must have complied with all Conditions set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before __/__/__.

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

DATED this _____ day of _____, 20__.

VILLAGE OF LINCOLNWOOD

By: _____

CERTIFICATION OF CONTRACTOR RESPONSIBILITY

SECTION 00 62 00

(To be submitted at Preconstruction Meeting)

The following information is hereby submitted. It is understood that this Certificate shall be submitted prior to the initiation of executing the Work of this Contract and prior to or at the time of any change in the personnel assigned as the construction supervisor or safety supervisor. It is further understood that the construction supervisor and the safety supervisor shall be available on a twenty four (24) hour will call basis.

Date: _____ By: _____
(Name and Title)

PROJECT
1.5 MG Standpipe Painting and Rehabilitation Project

Construction Supervisor:

Name _____

Address _____

Phone _____

Fax _____

E-Mail _____

Safety Supervisor:

Name _____

Address _____

Phone _____

Fax _____

E-Mail _____

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00 72 43

PART 1- GENERAL

1.01 Engineers Joint Contract Documents Committee 1910-8 (Latest Edition) Standard General Conditions of the Construction Contract shall apply to the Work in this Contract.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Village of _____, as Obligee, hereinafter called 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 _____, to Owner entitled "_____" (the "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 _____ day of _____, 201__.

Attest/Witness:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD
AND
NAME OF SUCCESSFUL BIDDER
FOR THE CONSTRUCTION OF
1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
1.1 PERFORMANCE OF THE WORK	1
1.2 COMMENCEMENT AND COMPLETION DATES	2
1.3 REQUIRED SUBMITTALS	2
1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS	3
1.5 CONDITIONS AT THE WORK SITE; RECORD DRAWINGS	3
1.6 TECHNICAL ABILITY TO PERFORM	4
1.7 FINANCIAL ABILITY TO PERFORM	4
1.8 TIME	4
1.9 SAFETY AT THE WORK SITE	4
1.10 CLEANLINESS OF THE WORK SITE AND ENVIRONS	5
1.11 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY	5
1.12 SUBCONTRACTORS AND SUPPLIERS	5
1.13 SIMULTANEOUS WORK BY OTHERS	6
1.14 OCCUPANCY PRIOR TO FINAL PAYMENT	6
1.15 OWNER'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE	6
ARTICLE II	6
2.1 CHANGES	6
2.2 DELAYS	7
ARTICLE III	7
3.1 INSPECTION; TESTING; CORRECTION OF DEFECTS	7
3.2 WARRANTY OF WORK	7
3.3 OWNER'S RIGHT TO CORRECT	8
ARTICLE IV	8
4.1 BONDS	8
4.2 INSURANCE	8
4.3 INDEMNIFICATION	9
ARTICLE V	9
5.1 CONTRACT PRICE	9
5.2 TAXES AND BENEFITS	9
5.3 PROGRESS PAYMENTS	9

5.4	FINAL ACCEPTANCE AND FINAL PAYMENT.....	10
5.5	LIENS	10
5.6	DEDUCTIONS.....	11
ARTICLE VI.....		12
6.1	DISPUTE RESOLUTION PROCEDURE	12
6.2	CONTRACTOR'S REMEDIES	12
6.3	OWNER'S REMEDIES	12
6.4	OWNER'S SPECIAL REMEDY FOR DELAY	14
6.5	TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE	14
ARTICLE VII.....		14
7.1	BINDING EFFECT	14
7.2	RELATIONSHIP OF THE PARTIES	14
7.3	NO COLLUSION.....	14
7.4	ASSIGNMENT.....	15
7.5	CONFIDENTIAL INFORMATION.....	15
7.6	NO WAIVER	15
7.7	NO THIRD PARTY BENEFICIARIES.....	15
7.8	NOTICES.....	15
7.9	GOVERNING LAWS	16
7.10	CHANGES IN LAWS	16
7.11	COMPLIANCE WITH LAWS	16
7.12	COMPLIANCE WITH PATENTS	17
7.13	TIME OF THE ESSENCE	17
7.14	CALENDAR DAYS AND TIME	17
7.15	SEVERABILITY	18
7.16	ENTIRE AGREEMENT.....	18
7.17	AMENDMENTS AND MODIFICATIONS.....	18

CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“*Owner*”), and _____ NAME AND ADDRESS OF SUCCESSFUL BIDDER, a _____ TYPE OF ORGANIZATION (“*Contractor*”), make this Contract as of the _____ day of _____, 2018, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

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

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

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

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

2.2 Delays

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

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

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

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

4.2 Insurance

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

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

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner and Christopher B. Burke Engineering, Ltd. 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 or Christopher B. Burke Engineering, Ltd.

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

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

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Andrew Letson, 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:

[INSERT NAME OF SUCCESSFUL BIDDER]
[INSERT ADDRESS OF SUCCESSFUL BIDDER]

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act .

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

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

7.12 Compliance with Patents

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

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

7.13 Time of the Essence

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

7.14 Calendar Days and Time

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

7.15 Severability

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

7.16 Entire Agreement

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

7.17 Amendments and Modifications

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

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

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Robert Merkel, Interim Village Manager

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 _____, 20__.

ATTEST:

**[INSERT NAME OF
SUCCESSFUL BIDDER]**

By: _____

By: _____

**[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 _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

Painting work required for surface preparation and painting of existing potable water storage tanks, miscellaneous welding and tank maintenance repairs.

2. **Work Site:**

7034 N. Central Park Avenue, Lincolnwood, IL 60712

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

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

4. **Commencement Date:**

May 1, 2019

5. **Completion Date:**

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

6. **Insurance Coverage:**

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$300,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

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

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

ATTACHMENT A

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.

ATTACHMENT A

- 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 and Christopher B. Burke Engineering, Ltd. shall be named as an Additional Insured on the required policies excluding worker's compensation.

7. **Contract Price:**

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

[TO BE SUPPLIED BY BIDDER]

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.

ATTACHMENT A

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.

9. Tank Evaluation Report

A tank inspection has previously been made and the results are available for inspection by prospective Bidders, but are not a part nor do they constitute a portion of these Contract Documents whether attached or not. The Owner nor the Owner's Consultant assumes any responsibility whatever with respect to the sufficiency or accuracy of these investigations, nor of their interpretation, and there is no guarantee, either expressed or implied, that the conditions indicated are representative of those existing, or that unforeseen developments may not occur.

ATTACHMENT A-1
SCHEDULE OF PRICES
[TO BE SUPPLIED BY BIDDER]

ATTACHMENT B
SPECIFICATIONS

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 6:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 12:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

LIQUIDATED DAMAGES

SECTION 00 73 93

PART 1- LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to meet the Contract Completion Date, or any extensions thereof, as bid under the Bid Form (Section 00 52 43) for Completion of the Work, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages the sum of **\$250.00 for each calendar day** that completion is delayed. However, the total amount of liquidated damages to be assessed by the Owner in case of such delays, shall not exceed 10 percent of the original contract price.

In the event that it becomes necessary to terminate the Contractor's right to proceed with the Work under the Contract, such termination shall not relieve the Contractor of any responsibility for liquidated damages as set forth herein. If the Owner so terminates the Contractor's right to proceed, any resulting damage will include, subject to the limitation stated above, such liquidated damages as provided for herein until such reasonable time as may be required for completion of the Work by the Owner.

END OF SECTION

VILLAGE OF LINCOLNWOOD

1.5 MG Standpipe Painting and Rehabilitation Project

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____, as Principal, hereinafter called Contractor, and _____, as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of _____ Dollar (\$_____), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, with Owner entitled "Contract Between Village of Lincolnwood and _____ for the 1.5 MG Standpipe Painting and Rehabilitation Project" (the "Contract"), 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 Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the 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 for the 1.5 MG Standpipe Painting and Rehabilitation Project, 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; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (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 and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, 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 no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance

of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor 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 ____ day of _____, 2018.

Attest/Witness: _____ PRINCIPAL: _____

By: _____ By: _____

Title: _____ Title: _____

Attest/Witness: _____ SURETY: _____

By: _____ By: _____

Title: _____ Title: _____

Telephone: _____

VILLAGE OF LINCOLNWOOD

1.5 MG Standpipe Painting and Rehabilitation Project
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
hereinafter called Contractor, and _____, as Principal,
hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD,
6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, as Obligee, hereinafter called Owner,
for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of
_____ Dollar (\$ _____), to be paid to it or the said claimants
or its or their assigns, to which payment well and truly to be made Contractor and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents, said amount to include attorney's fees, court costs, and
administrative and other expenses necessarily paid or incurred in successfully enforcing
performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated
_____, with Owner entitled "Contract Between Village of Lincolnwood and
_____ for the 1.5 MG Standpipe Painting and Rehabilitation Project " (the
"Contract"), 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 Contractor shall promptly pay or cause to be paid all sums of money that may be due to any
claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform,
and complete at the Work Site and in the manner specified in the 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 for the
1.5 MG Standpipe Painting and Rehabilitation Project, 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; (3) to procure and furnish all bonds and certificates and policies of
insurance specified in the Contract; (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 and pursuant to, the Contract; all of which is
herein referred to as the "Work," whether or not any of said Work enter into and
become component parts of the improvement contemplated, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract
with Contractor or with a subcontractor of Contractor to provide, perform or complete any part
of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant
who has not had all just claims for the furnishing of any part of the Work paid in full,
including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline,
rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in
connection with the furnishing of any part of the Work, may sue on this bond for the use of
such claimant, may

prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 2018.

Attest/Witness: PRINCIPAL: _____

By: _____ By: _____

Title: _____ Title: _____

Attest/Witness: SURETY: _____

By: _____ By: _____

Title: _____ Title: _____

Telephone: _____

DRAWINGS AND PHOTOS

SECTION 00 85 00

The following Drawings shall be made part of these Bidding Documents and shall form a basis for the Contract Price.

DRAWING TITLE

Water Tank Photos (1 of 7)
Water Tank Photos (2 of 7)
Water Tank Photos (3 of 7)
Water Tank Photos (4 of 7)
Water Tank Photos (5 of 7)
Water Tank Photos (6 of 7)
Water Tank Photos (7 of 7)

Photos have been included in these Bidding Documents for informational purposes only and may not reflect all existing conditions. The information provided is not intended to depict all Work or conditions. Contractor shall be responsible for inspecting the site and determining actual conditions and the nature of Work involved for this Project.

If awarded the Contract and before starting work, the contractor shall field verify for accuracy all information pertinent to this project and conditions as noted thereon. Any discrepancies found shall be brought to the attention of the Owner immediately. If such discrepancies will result in changes to Contractor's prices, these changes shall be discussed with the Owner and executed before Contractor starts Work. The Owner will not accept any changes in Contract Price after start of Work which may or may not be due to any discrepancy in the information presented.

END OF SECTION

DRAWINGS AND PHOTOS



Village to remove all Village stockpiled materials prior to issuing a Notice to Proceed.



Areas of staged materials to be removed prior to the Contractor being issued a Notice to Proceed.

DRAWINGS AND PHOTOS



Communications equipment building located at southwest corner of site. Contractor to keep area clear.



Village of Lincolnwood potable water pump station on east side of tower. Contractor to modify containment curtain to not disturb normal operations of this building.

DRAWINGS AND PHOTOS



Area to be used to stage temporary monopole. Pole centerline to be located 40' from outside diameter of standpipe.



Temporary monopole area. Area to be cleared by Village staff to make room for Contractor staging and equipment.

DRAWINGS AND PHOTOS



Splash block to be maintained to overflow piping.



Existing manway access hatch to be removed and replaced with new 30" bolt down flanged hatch.

DRAWINGS AND PHOTOS



Vertical view of tank exterior.



Conduit penetrations at access pilaster. Manway access to be fully blasted and repainted and all interior lights to be replaced with new LED lights.

DRAWINGS AND PHOTOS



Foundation ring wall of standpipe and anchor bolts and chairs to be blasted and repainted.



Delamination of exterior coating system.

DRAWINGS AND PHOTOS



North side of standpipe showing delamination of exterior coating surface.

GENERAL REQUIREMENTS FOR TANK PAINTING

SECTION 01 01 20

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section describes the General Requirements for the Work to be performed under this Contract. The Contractor shall comply with these General Requirements and shall perform all Work in accordance with the Specifications contained in this Section, as supplemented by Specifications in related Special Provisions, and as shown on the Drawings.

1.02 QUALITY ASSURANCE

Acceptable manufacturers for various materials are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain materials are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or equal" whether such words are shown or not. The Contractor may offer materials which are equal to that so indicated or specified at the time of Bid. The burden of proof as to comparative quality and suitability of alternatives/substitutes shall be upon the Contractor. Specified items are preferred. After acceptance of Bid, no substitutions will be allowed, except as stated in the Bid. Each such request for substitution shall include the name of the specified material for which a substitute is being requested; the name of the proposed substitute material; and a complete description of the proposed substitute including performance and test data and any other information necessary for an evaluation. The decision of the **Owner** regarding the use of the proposed substitution shall be final.

1.03 CONTAINMENT/DISPOSAL REQUIREMENTS

When required by Federal, State or local regulation, the entire **water storage tank** and structure shall be enclosed and surface preparation debris contained. Refer to SSPC-GUIDE 6 (CON), "Guide for Containing Debris Generated During Paint Removal Operations". Also refer to SSPC-GUIDE 7 I (DIS), "Guide for Disposal of Lead-Contaminated Surface Preparation Debris".
NOTE: All surface preparation debris must be disposed

GENERAL REQUIREMENTS FOR TANK PAINTING

of in accordance with applicable Federal, State and local regulations. When containment structures/enclosures are used, they shall not exceed the structural capacity of the **water storage tank** nor place excessive stress on any of the **water storage tank** components. Such containment apparatus shall be designed for rapid lowering in the event of an emergency or wind storm. The enclosure shall be lowered at the end of each day's work.

The **Owner** acknowledges that they are the Generator of and are responsible for the proper containment and disposal of all waste resulting from the surface preparation of the tank. As part of this Contract, the Contractor shall arrange and pay for all containment, tests, permits, transportation and disposal of all waste resulting from the surface preparation of the **water storage tank** in strict accordance with **Illinois** EPA regulations. Copies of all documentation required by **Illinois** EPA regulations shall be submitted to the **Owner** for verification prior to the submission of the Contractor's request for Final Payment, including the properly executed Waste Manifest.

The Contractor shall cut and grind flush all exterior containment structure lugs and prepare and paint areas as specified in the exterior painting Section of these Specifications.

Upon removal of the exterior lugs, the Contractor shall also repair any damaged interior coating by methods described in the interior painting Section of these Specifications. Abrasive blasting to bare metal (SSPC-SP10) shall be required in the damaged areas.

1.04 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

During surface preparation and/or painting the Contractor shall be fully responsible for all public and private property such as, but not limited to, vehicles, buildings or other such property, including any nearby water ways, that damage occurs to, or may occur to, as a direct result of the surface preparation and/or painting. The Contractor shall advise nearby businesses of the Work being performed in an effort to relocate any vehicles that could be damaged by the Contractors operations. THE USE OF SILICA SAND BASED ABRASIVE SHALL NOT BE ALLOWED FOR EXTERIOR SURFACE PREPARATION ON THIS PROJECT. The Contractor shall comply with all OSHA and any other Federal or State

GENERAL REQUIREMENTS FOR TANK PAINTING

safety standards.

1.05 PROPOSED SCHEDULE

The Contractor shall submit a proposed schedule of construction with his/her proposal with a specified completion date.

The Contractor's proposed schedule shall include a starting date for painting the tank, completion date of Work on the tank and the length of time necessary to shut down operation of the tank. The proposed schedule shall also show the number of days to perform interior painting work and the number of days to perform exterior painting work.

The Contractor's proposed schedule shall be used for bid comparison and shall be subject to the revisions or modifications and approval of the **Owner** prior to award of the Contract. Start date shall be as soon as possible (weather permitting) after contract award.

1.06 WATER TOWER DRAINING

The **1.5 MG Standpipe** will be completely drained by the **Owner** prior to beginning the Work of this Contract. The Contractor shall notify the **Owner** at least ten (10) working days prior to initiating any of the specified Work, to allow the **Owner** sufficient time to drain the **water storage tank**. Refer to SCADA modifications specifications for additional work and coordination required for draining and filling of standpipe.

1.07 DISINFECTION AND FILLING OF THE WATER TOWER

Adequate ventilation that will effectively remove solvent vapors shall be provided for proper drying of paint on interior surfaces when interior surfaces of the **water storage tank** require painting. Following final coat application, the **water storage tank** shall not be disinfected or filled until the coating system is fully cured. Refer to applicable product data sheet(s) for dry time/temperature requirements. Disinfection shall be done in accordance with the current American Water Works Association standard, AWWA C652, or as instructed by the **Owner**. The disinfection process shall be repeated, as required, until water samples taken from the **water storage tank**, submitted to an approved **Illinois** EPA laboratory, show a satisfactory analysis. As a minimum, two water

GENERAL REQUIREMENTS FOR TANK PAINTING

samples on two consecutive days shall be taken. The cost of labor, materials and samples for disinfection shall be considered incidental to the cost of this Project.

1.08 AMERICAN WATER WORKS ASSOCIATION

All Work shall be implemented in accordance with the American Water Works Association's Standard D102-11.

1.09 NSF CERTIFICATION

All coatings in contact with potable water or applied to the inside wet area of the **water storage tank** shall be listed by NSF International under ANSI/NSF Standard 61, Section 5, Protective (Barrier) Materials, Potable Water Tank Coatings.

1.10 FIRST ANNIVERSARY INSPECTION

Approximately 11 months after the completion of the work, the Contractor and the Village's Representative shall inspect the inside and outside surfaces of the tank in accordance with Section 5.2 of the AWWA Standard D102 to determine if any additional work is necessary. One percent (1%) retainage will be held by the Village until this work is complete.

1.11 GUARANTEE

The bid shall be construed to contain a guarantee to a minimum of one (1) year for all materials and workmanship. Any work proving defective within one (1) year from the date of acceptance shall be redone without additional expense to the Village for labor and materials.

1.12 WORK CREW SUPERVISION

The Contractor shall provide qualified supervision of the paint crew at all times while performing the Work of this Contract. The Contractor's supervisor shall be capable of conversing fluently in the English language and shall be authorized by the Contractor to accept and act on requests made by the **Owner's Representative**.

PART 2- PRODUCT

(As specified in Related Work Sections of these Specifications.)

GENERAL REQUIREMENTS FOR TANK PAINTING

PART 3- EXECUTION

3.01 MONITORING CONSTRUCTION

- A. The Contractor shall submit a monitoring plan for review by the **Owner**, which shall outline the schedule, methods, locations, etc., and shall keep a daily diary of the Contractor's activities. Diary entries shall include, but not be limited to:
1. Date and time.
 2. Representatives name(s) visiting the work site.
 3. Weather conditions, including (but not limited to): wind speed, wind direction, humidity, dew point, air temperature, and surface temperature. Inclement weather conditions (such as rain or fog) shall also be documented. **Note: Contractor shall provide and maintain on site equipment to monitor weather conditions as required.**
 4. Contractor's activities.
 5. Work completed since previous visit.
 6. Description of observations, deficiencies and conversations with the **Owner's Representative**.
 7. Upcoming work.
 8. Other items including lost work days and reason for same.
 9. Tests conducted (including dry film thickness testing) and the results.
- B. Copies of the diary shall be sent to the **Owner's Representative** at the end of each week.

3.02 GENERAL INSPECTIONS

While performing the Work of this Contract, the Contractor shall visually inspect all areas of the **water storage tank** to be painted for deficiencies such as, but not limited to, loose electrical conduits and wiring, faulty or broken lighting, unrestrained piping, unfastened bolts, wobbly ladder assemblies, etc. The Contractor shall report any such deficiencies discovered without delay to the **Owner**.

3.03 RELATED WORK

Additional execution requirements shall be in accordance with the applicable Related Work Sections of these Specifications.

GENERAL REQUIREMENTS FOR TANK PAINTING

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified under this Section. All costs for such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Bid Schedule.

END OF SECTION

SUMMARY OF WORK

SECTION 01 11 00

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

- A. General. The Work to be performed consists of furnishing labor, materials, equipment, and supervision as required by the Contract Documents for the **1.5 MG Standpipe Painting and Rehabilitation Project** as required and as herein specified, including any and all accessories associated with the installation. The Contractor shall submit a staged construction schedule to Owner. The Work to be performed is generally summarized to include but not be limited to the following.
- B. Work is briefly summarized as follows:
1. Regrading and repair of the area surrounding the standpipe to expose the concrete foundation 6 inches above finished grade in accordance with AWWA standards.
 2. Replace the existing pilaster lighting units with new LED type luminaires and controls.
 3. Remove all oil and grease from surface prior to blast cleaning, abrasive-blast the entire exterior to a SSPC-SP6 Commercial Finish. A minimum angular blast profile of 2.0 mils is required. All weld seams should be abrasive-blasted to SSPC-SP10 near White Blast. Before rusting occurs (within 12 hours), prime the exterior with a zinc-rich primer and apply a urethane intermediate coat. Follow the intermediate coat with one finish color coat of fluoropolymer.
 4. Abrasive-blast of the entire interior wet areas of the standpipe including ceilings, weld seams, beams, and manways to SSPC-SP10 Near White. Prime surface-prepared areas with epoxy and apply two additional coats of epoxy. Sealing along the roof beams and ceiling with caulk.
 5. Abrasive-blast all interior dry coating areas inside the pilasters to SSPC-SP6. Prime all areas with epoxy primer and apply a finish epoxy coat to match existing.

SUMMARY OF WORK

6. Install a fail-safe, frost proof vent in place of the existing vent to protect against pressure/vacuum damage. This includes installing a flange on the existing vent pipe and providing a gasket between the flanges.
 7. Installation of new painter's rail, safety grabs, rigging couplings, new wet interior ladder and fall protection devices.
 8. Carefully remove and reinstall the existing hanging anode cathodic protection system including rectifier. (Coordination with Corrpro representative is required prior to filling standpipe and putting rectifier back in operation.)
 9. Seam seal all interior wet roof plates with caulk.
 10. Remove and replace existing manway hatch with proposed 30" diameter flanged bolt down hatch.
 11. Replace all gasketing on all hatches and manways.
 12. After construction is complete, restore site to preconstruction condition.
 13. Remove and replace existing safety climb devices in interior of access pilaster with new safety climb devices and two (2) new harnesses.
- C. Debris Removal. Included as part of the above Work shall be the removal of any and all debris resulting from the Work. Such debris shall be legally and properly disposed off site. All fees for such disposal shall be the responsibility of the Contractor.
- D. Painting. Paint to be as specified in Section 09 91 13. Paint shall be that of nationally recognized manufacturer and suitable for the application. Two coats are required. Owner to select final color of paint.

1.02 LOCATION OF THE WORK

The project work site is located at **7034 N. Central Park Avenue, Lincolnwood, IL 60712.**

SUMMARY OF WORK

1.03 PHYSICAL CONDITIONS

A. General

The sites on which the Work is to be performed has limited access and boundary constraints, all of which the Contractor accepts full responsibility. Any construction easement(s) or staging area(s) required by the Contractor (other than those that may be shown on the Drawings) shall be the responsibility of the Contractor. Any specialized machinery and/or equipment as required due to the limited access/boundary constraints/type of work to be performed shall be the responsibility of the Contractor.

B. Staging Areas

Prior to staging any equipment, materials, and/or appurtenances as may be required to perform the Work, the Contractor shall obtain the permission of the Owner. Any restoration of a damaged area attributed to Contractor staging shall be the Contractor's responsibility. Any special clean up required to restore disturbed areas shall be considered incidental to the Contract.

1.04 ACCESS TO JOB SITE

Access to the project site is possible via **existing roadways**.

The Contractor shall comply with the conditions and regulations of controlling agencies of public roads, access, rights-of-way restrictions, and other limitations affecting transportation and ingress and egress at the job site.

1.05 PROJECT BOUNDARIES AND CONTRACTORS USE OF PREMISES

The area of the project is indicated by the Drawings. Subject to restrictions placed upon the Contractor by the Owner, the Contractor may locate his/her facilities within the area as will best suit his/her operations; except that at no time shall the Contractor locate his/her facilities, equipment, or materials in a manner to obstruct access or in any way interfere with the normal operation of the surrounding community and/or the existing facilities.

SUMMARY OF WORK

1.06 ADDRESSING CORRESPONDENCE

All mail pertinent to the Work shall be sent by special delivery unless delivery by regular mail can be accomplished within three days. Receipt of such mail will be promptly acknowledged when acknowledgment is requested. If acknowledgment is requested and is not received in reasonable time, duplicate copies shall be forwarded.

On all correspondence the name and official position of the signer shall be typewritten or printed immediately below the handwritten signature.

All correspondence relating to contractual matters, including prices, delivery and changes in Scope of Work, shall be directed to the Owner with two copies to the Engineer.

The address of the **Owner** is:

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

Attention: **Mr. Beryl Herman, Village Clerk**

1.07 MEASUREMENT AND PAYMENT

A. MEASUREMENT

Measurement will be made for the Work as indicated in the Bidding Schedule and/or as indicated herein.

B. PAYMENT

Payment for the Work will be made at the prices for each of the listed categories in the Bidding Schedule.

These prices shall be full compensation for furnishing all materials, equipment and labor, and for performing the Work including installation and testing and providing the required bond(s) and insurance(s) and all incidentals necessary to complete the Work, whether specified or not.

Payment will not be made for any other Items except as listed. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

RESPONSIBILITIES OF CONTRACTOR

SECTION 01 11 13

PART 1- GENERAL

1.01 SCOPE

This Section establishes certain minimum requirements of Contractor's responsibilities for which the Contractor shall be fully liable for during the life of the Project and for the Work of this Contract.

1.02 RESPONSIBILITY OF CONTRACTOR

A. General

The Contractor shall perform all Work of this Contract as specified in a neat and orderly manner, with skilled labor knowledgeable in the applicable trade(s), consistent with recognized work practices as required to perform the Work of this Contract and according to the Work Schedule. The Contractor shall be responsible for coordinating all phases of his/her Work with the work of others so as not to interfere with that work being performed by others. The Contractor shall be responsible for notification(s) prior to commencement of Work and/or during construction activities. The Contractor shall be responsible for providing at the Project Site a qualified construction supervisor or Superintendent.

B. Work Schedule

Within ten (10) days after receiving the Notice to Proceed, the Contractor shall submit all items, and information required by Section 01 33 23 to complete the entire Work within the Contract Time stipulated for completion. The Work Schedule shall be subject to the review of the Owner's Representative. If, at any time during the progress of Work, the Owner's Representative is of the opinion that the Contractor is not adhering to such Schedule, the Owner's Representative may request the Contractor to increase his/her force to comply with the Work Schedule. It is the intent of this Contract that the Contractor only remove and replace that portion of any of the roofs which can only be removed and replaced within one working day. Failure of the Owner's Representative to request this shall not release the Contractor from his/her obligation to complete the Work of this Contract within the specified Contract Time.

RESPONSIBILITIES OF CONTRACTOR

C. Supervision and Direction

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain on the Project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

D. Safety

The Contractor shall be solely responsible for the safety of persons, property or the Work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to Project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe Project operations. In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the Work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Owner and the Owner's Representative at the time of the change.

E. Repair of Damaged Items

The Contractor shall be entirely responsible for damages to structures of any kind and shall be liable for damages to public and private property. Repair of same shall be Contractor's responsibility and at Contractor's own expense, except where such items are to be removed and replaced as required by the Contract Documents, and/or as otherwise directed by the Owner's Representative during the course of Work, in which case said replacement unit(s) will be paid for at the Contract unit price, as bid.

RESPONSIBILITIES OF CONTRACTOR

F. Compliance

It shall be the responsibility of the Contractor to familiarize himself/herself and comply with all applicable laws, ordinances, rules, regulations and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss. Further, the Contractor shall comply with all requirements of these Contract Documents, including but not limited to referenced specifications and/or standards as well as the contents of the Occupational Safety and Health Act (OSHA), all codes and ordinances adopted by and in effect by Federal, State, County, **Village**, and municipal Governmental Bodies, and any other governmental agencies at any level having authoritative jurisdiction over the area of improvement and the type of Work to be performed.

G. Existing Utilities

The Contractor shall be responsible to make his/her own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

The Contractor shall take due care in all phases of construction to protect any utility which may be affected by the Work of this Contract. Any damages to existing utilities shall be repaired immediately by the Contractor and at the Contractor's own expense.

The Contractor shall be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement.

H. Assignment of Contract

The Contractor shall be fully responsible for assignments of the Contract, when assignments are made by the Contractor. Furthermore, no part of the Work herein specified shall be assigned (by the Contractor) without the written consent of the Owner, and in no case shall such consent relieve the Contractor or his/her surety from the obligations herein entered into by the same or change the terms of the Contract Agreement.

RESPONSIBILITIES OF CONTRACTOR

I. Discrepancies

The Contractor shall not take advantage of any apparent discrepancies as may be presented by the Contract Documents. In the event the Contractor discovers any apparent discrepancy, the Contractor shall be responsible for immediately notifying the Owner's Representative in writing for an interpretation and/or decision; and such decision by the Owner's Representative shall be final. Should the Contractor, having knowledge of any such apparent discrepancy, proceed with the Work, such Work and/or related expenses shall be at the Contractor's own risk and cost.

END OF SECTION

PROJECT MEETINGS

SECTION 01 31 19

PART 1- GENERAL

1.01 PRECONSTRUCTION CONFERENCE

A. General

Within 10 days after issuance of the Notice to Proceed, a preconstruction conference will be held at the location, date, and time to be designated by the Owner. Contractor shall be readily available to attend this meeting and shall make the necessary arrangements to have those individuals (including subcontractors) experienced and knowledgeable, and who will be in the direct charge of the Work, to also attend the meeting.

B. Agenda

The matters to be discussed will include:

1. Set final completion date for the Work of this Contract in accordance with Notice to Proceed and identify time period.
2. Details of construction sequence, including the bar chart submitted with the Bid, lead times of equipment procurement, as well as the date by which the Contractor must place his/her material or equipment order to complete the Work within the construction schedule time limitations set in Section 00 72 23.
3. Communication and general correspondence procedures between the involved parties. The Owner will designate his/her representative and/or Engineer at the time of this meeting.
4. The names and titles of all persons authorized by the Contractor to represent and execute documents for the Contractor.
5. The names, addresses, and telephone numbers of all those authorized by the Contractor to act for him/her in emergencies. Contractor to provide phone/fax/cell numbers of those individuals who will be available and responsible for the Work on a 24-hour per day basis, 7 days per week.
6. Access and rights-of-way furnished by the Owner.

PROJECT MEETINGS

7. Forms and procedures for Contractor's Submittals as described in Section 01 33 23.
8. Construction equipment and methods proposed by the Contractor. The Contractor shall submit a list of equipment to be used in the Work.
9. Administrative and general matters as needed.
10. Parking areas for public and Contractor.
11. Subcontractors.
12. Payment estimates and submittals for payment.
13. Progress meetings during the course of the Work.

1.02 WEEKLY CONSTRUCTION MEETINGS

Construction meetings shall be held once every week or more frequently as needed or called by the Contractor or the Owner. All matters bearing on the progress and performance of the Work since the preceding progress meetings shall be discussed and resolved, including, without limitation, any previously unresolved matters, deficiencies in the Work or the methods being employed for the Work, and problems, difficulties, or delays which may be encountered, in order that the Work may be constructed on schedule and within cost.

PART 2- PRODUCT

Minutes of construction meetings shall be prepared by the Contractor subject to the review of the Owner or Owners Representative having participated in the meeting.

PART 3- EXECUTION

Minutes of construction meetings shall be submitted to the Owner or Owners Representative no later than 72 hours following the meeting.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All cost of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

EQUIPMENT & MATERIAL SUBMITTALS

SECTION 01 33 00

PART 1- GENERAL

1.01 SCOPE

- A. This Section establishes minimum requirements and procedures for Equipment Submittals made by the Contractor for materials and equipment provided for under the Work of this Contract. Specific details for additional drawings, data and information to be submitted shall be in accordance with the applicable requirements of other Sections of these Specifications.
- B. Acceptable Manufacturers and Equipment Suppliers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or equal" whether such words are shown or not. The Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. The burden of proof as to comparative quality and suitability of alternatives shall be upon the Contractor. Specified items are preferred.

1.02 SUBMITTAL SCHEDULE

The Contractor shall, within 10 days after receiving the Notice to proceed, prepare and submit for review a detailed list of all the submittals which he/she proposes to make to meet the requirements stated herein and those cited in other Sections of the Contract Documents including the dates on which he/she proposes to make such submittals. The list shall include Working Drawings, Field Detail Drawings, Project Record Documents, Quality Control Procedures, and all other items for which a submittal is required. The list shall include identifying references for each item to relate it to the specific item of the Contract Documents.

With each revision or certification of the Construction Schedule, the Contractor shall either revise this schedule of submittals and submit it for review or certify that the previously furnished schedule is still in effect.

After the Submittal Schedule is reviewed by the Owner's Representative, it shall become the basis for the submittal of all items by the Contractor.

EQUIPMENT & MATERIAL SUBMITTALS

1.03 SUBMITTAL REQUIREMENTS

A. General

The Contractor shall furnish for review his/her Submittals as outlined herein and in the Specifications. Submittals shall confirm compliance with the requirements of the Contract Documents. Submittals of equipment drawings shall be made prior to the fabrication of the equipment. The sequence of submission shall be such that information is available for review of each Submittal when it is received. All Submittals furnished formally shall bear an approval stamp or a certification. The stamp or certification shall be signed by an authorized representative of the Contractor. The Contractor's stamp or certification on any Submittals shall constitute a representation to the Owner that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or that he/she assumes full responsibility for doing so, and that he/she has reviewed and coordinated each Submittal with the requirements of the Contract Documents. Before submitting any drawings for review, the Contractor shall obtain approval of the list of drawings he/she proposes to submit, showing sequence of submittal and submittal dates. All drawings shall be submitted in accordance with the Submittal Schedule as previously specified herein.

- B. All submittals shall be addressed to the Owner or as otherwise directed by the Owner.

C. Outline Drawings

The Contractor shall submit outline drawings of the equipment to be furnished together with estimated weights, operating forces, external forces, anchoring details, and sufficient overall dimensions, to facilitate preparation of final designs of the structures into which the equipment is to be incorporated.

D. Wiring Diagrams

The Contractor shall submit complete schematic and full-line wiring diagrams for all equipment furnished by him/her. The Contractor shall furnish drawings of switch developments for all instrument and control switches and internal connection diagrams for all instruments, relays, regulators, and other devices. One print of each wiring diagram will be returned on which will be marked the wire notations and cable numbers for outgoing circuits where

EQUIPMENT & MATERIAL SUBMITTALS

this information is not otherwise available to the Contractor. The Contractor shall add this information to his/her drawings. Adequate space shall be allowed on the wiring diagrams to accomplish this.

E. Detail Drawings and Erection Drawing

Before proceeding with fabrication or manufacture of the material and equipment designed and furnished by him/her, the Contractor shall submit the designs, design computations when requested, apparatus ratings, detailed specifications, general assembly drawings, sufficient subassembly drawings, details, and control and wiring diagrams to demonstrate fully that all parts will conform to the provisions and intent of the Contract Documents and to the requirements of their installations, operations, and maintenance. These drawings shall substantially conform to the Bid and Contract Drawings and shall show all necessary dimensions; all field joints and subassemblies in which the Contractor proposes to ship the equipment; locations and sizes of auxiliary connections for oil, grease, water and air; and the terminal boxes and wire sizes for electrical circuits. Before proceeding with fabrication or purchase, the Contractor shall submit shop drawings and/or catalog cuts as appropriate of items designed but not detailed on the Contract Drawings including, but not limited to structural steel and metal frames, covers, and gratings.

F. Field Detail Drawings

Layout drawings for any and all embedded components of the equipment such as but not limited to, piping, conduit, anchor bolts/plates, thimbles, etc. shall be submitted. These drawings shall be based on the Contract Drawings and shall contain sufficient detail for construction in the field.

G. Review of Drawings

1. The Contractor shall make all required submittals in .pdf format. All drawings submitted shall, insofar as practicable, be of one standard size, measuring approximately 24 x 36 inches. The Contractor's drawings shall have a blank area of 4 x 4 inches adjacent to the drawing title block for the review stamp of the Owner's Representative. The Contractor shall verify by inspection of sample reproductions that good legible reproductions can be obtained from the reproducible before submittal.

EQUIPMENT & MATERIAL SUBMITTALS

2. Within two weeks of receipt of shop drawings or manufacturer's data, the Owner's Representative will return one copy of each drawing and/or data sheet marked to indicate the result of the Owner's Representative's review, as follows:
 - a. "REVIEWED" - Revision of drawing or data will not be required.
 - b. "REVIEWED WITH CORRECTIONS" - Contractor shall revise the drawings or data and shall submit four print copies and one reproducible copy for Owner's Representative's records.
 - c. "REVISE AND RESUBMIT" - Contractor shall revise the drawing or data and shall resubmit the revised drawing or data to the Owner's Representative for review.
 - d. "REJECTED" - Drawings are non-conforming and do not meet intent of Specifications.
3. Copies marked "REVIEWED" or "REVIEWED WITH CORRECTIONS" authorize the Contractor to proceed with construction or fabrication covered by those drawings or data sheets with corrections, if any, incorporated.
4. Review will not relieve the Contractor of responsibility for conformity to the Contract Documents and correct detail and fit of parts when installed.
5. If minor revisions are made after a drawing has been returned to the Contractor marked "REVIEWED", the Contractor shall furnish without delay one print copy and one reproducible copy subsequent to each revision. No major revision affecting the design shall be made after a drawing has been marked "REVIEWED" without resubmitting the drawing.
6. When prints of drawings have been marked "REVIEWED WITH CORRECTIONS" or "REVISE AND RESUBMIT" the Contractor shall make the necessary corrections and submit four print copies and one paper-type reproducible. Every revision shall be shown by number, date, and subject in a revision block, and in addition, each revised drawing shall have its latest revision clearly indicated. Submitted drawings which do not illustrate these indications will be considered non-conforming.

EQUIPMENT & MATERIAL SUBMITTALS

7. The applicable parts of the requirements of the above paragraphs with reference to the drawings shall apply equally to design data, catalog cuts, illustrations, printed specifications, draft reports or any other submittals furnished for review.
8. The Contractor shall make any changes in the designs which are necessary to make the equipment conform to the provisions and intent of the Contract Documents, without additional cost to the Owner.
9. Should an error be found in a Contractor's drawing during the erection of structures or installation of equipment, the correction, including any field changes found necessary, shall be noted on the drawing, and it shall be resubmitted for review, and recorded as outlined above.

H. Record Drawings

Prior to completion of the Work under the Contract Documents, the Contractor shall furnish one complete set of full-size permanent reproducible copies of approved quality and type and 3 full size sets of prints of all Contractor's drawings and equipment as finally built, including any field changes.

I. Operating and Maintenance Instructions

1. Two hard copy sets and one .pdf version of detailed operating and maintenance instruction manuals which shall include reduced-size copies of applicable drawings, applicable parts lists and catalogs covering all equipment furnished and which may be needed or useful in operation, maintenance, repairs, dismantling or assembling, and for repair and identification of parts for ordering replacements, shall be furnished as specified.
2. Furnish operation and maintenance manuals for the various types of equipment and systems, as required by the Contract Documents. Unless otherwise indicated, a separate manual shall be furnished for each piece of equipment and/or system. The manual shall include complete information necessary to operate, maintain and repair the equipment and/or system and shall include the following specific requirements:
 - a. Table of contents and index.

EQUIPMENT & MATERIAL SUBMITTALS

- b. Brief description of the equipment/system and principal components.
 - c. Starting and stopping procedures both normal and emergency.
 - d. Installation, maintenance and overhaul instructions which shall include detailed assembly drawings with parts list and numbers, and recommended spare parts list with recommended quantity, manufacturer's price, suppliers address and telephone number.
 - e. Recommended schedule for servicing including technical data sheets that indicate weights and types of oil, grease or other lubricants recommended for use and their application procedures.
 - f. One copy of each component wiring diagram and the system wiring diagram showing wire size and identification.
 - g. One approved copy of each submittal with any changes made during construction properly noted including test certificates, characteristic curves, factory and field test results.
 - h. For electrical systems include dimensioned installation drawings, single line diagrams, control diagrams, wiring and connection diagrams, list of material for contactors, relays and controls, outline drawings showing relays and controls, outline drawings showing relays, meters, controls and indication equipment mounted on the equipment or inside cubicles, control and protective schematics and recommended relay settings.
3. Submittal Requirements: One preliminary copy of the manual in .pdf format shall be submitted no later than the date of shipment of equipment, and installation shall not begin until they are accepted by the Owner's Representative. One approved hard copy and one in .pdf format of complete manual shall be delivered to the Owner's Representative prior to Owner's Representative inspections and tests.

J. Language

All drawings, design data, reports, instructions,

EQUIPMENT & MATERIAL SUBMITTALS

catalogs, illustrations, and printed specifications shall be submitted in English.

K. System of Units of Measurement

All units of measurement used shall be in the U.S. Customary System.

PART 2- PRODUCTS

(Refer to Paragraph 1.03, Submittal Requirements, of this Section.)

PART 3- EXECUTION

(Refer to Paragraph 1.02, Submittal Schedule, of this Section.)

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

MATERIAL AND EQUIPMENT

SECTION 01 60 00

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers minimum general requirements related to and including, but not limited to the following:

1. Products.
2. Transportation and handling.
3. Storage and protection.
4. Product options.
5. Substitutions.

B. Related Work

1. All Sections of the Contract Documents including Bidding Documents and Drawings.
2. Refer to related Specification Sections for details.

1.02 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Do not use materials and equipment removed from existing facilities or premises, except as specifically permitted by the Contract Documents.

C. Provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

A. Transport and handle products in accordance with manufacturer's instructions.

MATERIAL AND EQUIPMENT

- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Do not allow mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications.

1.06 SUBSTITUTIONS

- A. Owner will consider requests for Substitutions only at time of Bid. Where Specifications indicate "No Substitutions Allowed", the Contractor shall provide the designated manufacturers equipment without exception.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

MATERIAL AND EQUIPMENT

- C. Document request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration 10 days prior to bid date. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.
 - 3. The Owner will notify Contractor, in writing, of decision to accept or reject request.

END OF SECTION

CUTTING AND PATCHING

SECTION 01 73 29

PART 1- GENERAL

1.01 SCOPE

This Section covers cutting and patching where required to perform the Work of these Contract Documents.

1.02 QUALITY ASSURANCE

Cutting and patching shall be performed in accordance with recognized and applicable standards of construction using materials equal to or exceeding those of the parent structure.

1.03 SUBMITTALS

- A. Before doing any cutting as required to complete the Work, submit a written notice to Owners Representative, and the Owner of the specific item involved requesting consent, including:

Description of affected work

Necessity for cutting

Scope of cutting and patching

Trades and products to be used and extent of refinishing

- B. Prior to doing cutting and patching identified in writing by Owner's Representative as additional work, submit a cost estimate.

PART 2- PRODUCT

Materials used for replacement of work removed shall be of the same type, style, size, thickness, etc. of like new materials for the type of work to be performed.

PART 3- EXECUTION

3.01 GENERAL

- A. Perform all cutting and patching required to complete the Work.
- B. Cutting and patching shall include the cutting, fitting, or patching necessary to:

CUTTING AND PATCHING

1. Accomplish/perform modifications to existing structures as shown on the Drawings.
 2. Remove and replace defective or deteriorated work.
 3. Remove and replace work not conforming to the Contract Documents.
- C. All Work shall be performed by skilled workers licensed to perform the Work of the trade involved and/or as may be required.

3.02 EXECUTION

- A. Protect adjacent portions of the Work and existing facilities from damage due to cutting and patching operations.
- B. Restore work which has been cut or removed. Install new products to provide completed Work meeting all requirements of the Contract Documents.
- C. Refinish entire surfaces as necessary to provide an even and uniform finish.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

MAINTENANCE OF WORK SITE & DAILY CLEAN-UP

SECTION 01 74 00

PART 1- GENERAL

This Section covers general maintenance of the Work Site and daily clean-up which the Contractor shall be responsible for the duration of the Project, and includes, but is not limited to storage, stockpiling and/or protection of materials and Work.

PART 2- PRODUCTS

(Not applicable to this Section.)

PART 3- EXECUTION

3.00 GENERAL

Contractor shall comply with all applicable requirements specified in Section 00 72 23.

3.01 MAINTENANCE OF WORK SITE

The Contractor shall keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Owner's Representative, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris and rubbish connected with, or caused by said Work, immediately upon the completion of the same and shall clean all structures and Work constructed under this Contract to the satisfaction of the Owner's Representative and leave the premises in an approved condition insofar as affected by the Work under this Contract.

3.02 DAILY CLEAN-UP

Each day before the Contractor shuts down Work operations for the day, the Contractor shall clean all areas in/around/adjacent to the Work site of all dirt, mud, debris, or other items deposited thereupon resulting from the Work.

3.03 RESPONSIBILITY FOR PROTECTION OF MATERIALS

The Contractor shall be responsible for the safe storage of all equipment and materials furnished by, or to, or accepted by the Contractor, and intended for the Work until

MAINTENANCE OF WORK SITE & DAILY CLEAN-UP

such equipment or material has been incorporated into the completed Project. Such equipment and materials as well as their related appurtenances and accessories shall, unless otherwise directed by the Owner, be unloaded at the "staging site" point of delivery, hauled to, and distributed as necessary to the specific Work site of the Project, by the Contractor. They shall at all times be handled with care to avoid damage.

All construction shall be protected by the Contractor to prevent accidental or pre-meditated damage. All cost associated with the supervision, the repair, or the replacement of damaged areas shall be considered incidental to the Contract.

3.04 STOCKPILING MATERIAL

Materials shall be so stockpiled as not to endanger the Work and so that free access may be had at any time to all parts of the Work, and shall be kept neatly piled so as not to inconvenience public travel, private property owners, or adjoining tenants.

At no time shall material be stored in the street.

END OF SECTION

TESTING, CHLORINATING FILLING AND FINAL INSPECTION AND ACCEPTANCE

SECTION 01 77 00

PART 1- GENERAL

- 1.01 Upon completion of all Work specified in the Contract Documents, the Contractor shall perform final field alignments, adjustments, and tests to verify that the overall performance as specified have been satisfied. Acceptance tests conducted on the completed installation will be witnessed and subject to the approval of the Owner's Representative.
- 1.02 When all Work has been completed and the equipment has been installed, the Contractor will work with the Village to back flush standpipe, fill to acceptable levels to chlorinate standpipe and potable water to acceptable levels to allow for the water to be reintroduced to the system. The Contractor shall be responsible for all testing required. Prior to the standpipe has been placed into operation, have potable water tested by independent contractor and subsequently has satisfactorily operated, a thorough inspection will be made by the Owner in the company of the Contractor and the Owner's Representative, and if the Work is found to comply with the Specifications, the Work will be formally accepted and the Contractor so notified in writing as to the Final Acceptance of the Work by the Owner.
- 1.03 Should any Work be found to be inadequate, faulty, or otherwise not in accordance with these Specifications, it shall be the Contractor's responsibility to correct such Work at the Contractor's own expense, prior to Final Acceptance.
- 1.04 The period of equipment and workmanship guarantees shall commence immediately after Final Acceptance. Upon being notified of the Final Acceptance, the Contractor shall supply, to the Owner, a certificate of guarantee which shall guarantee all equipment and workmanship for a period of not less than one year or as otherwise specified in subsequent Sections of the Specifications. Guarantees shall be unconditional. Limited guarantees are not acceptable.

PART 2- PRODUCT

A "Final Inspection" report prepared by the Contractor shall be submitted to the Owner's Representative documenting the results of the Final Inspection.

TESTING, CHLORINATING FILLING AND FINAL INSPECTION AND ACCEPTANCE

PART 3- EXECUTION

Advise Owner's Representative a minimum of 72 hours prior to performing the Final Inspection.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

MISCELLANEOUS METAL REPAIRS

SECTION 05 50 00

PART 1- GENERAL

1.01 SCOPE

This Section covers miscellaneous metal repairs which may be ordered by the Owner during construction, but only after an approved Change Order has been processed. Supports, anchors and other incidentals, where required, shall be included under this Section of Work.

1.02 QUALITY ASSURANCE

A. Acceptable Materials

As specified herein.

B. Applicable Standards

All Work shall conform to the applicable provisions of the codes, standards and Specifications as specified herein and as follows:

<u>Name</u>	<u>Abbreviation</u>
Welded Steel Tank for Water Storage	AWWA D-100
American Society for Testing & Materials	ASTM
Welding	ASME Sect. IX

C. Welding Qualifications

All welders shall be qualified by ASME Section IX requirements for all positions.

D. Field Verification

The Contractor shall verify field conditions and measurements so that the fabricated metals shall fit together properly and be suitable for the field conditions.

1.03 SUBMITTALS

The Contractor shall submit to the Owner's Representative for review drawings, data and information in accordance with the applicable requirements of Section 01 33 00. Submittals shall include but are not limited to drawings showing location, sizes of metal, method of assembly, hardware, fasteners, anchorage, and connection with other work. The drawings shall include a listing of metals used and governing ASTM specifications. Where structural

MISCELLANEOUS METAL REPAIRS

components are the design of the Contractor, the drawings shall bear the seal of a professional structural engineer registered in the State of Illinois.

PART 2- PRODUCT

2.01 MATERIALS

- A. Structural steel shapes, ASTM A36.
- B. Bent or cold-formed steel plates, ASTM A283, Grade C.
- C. Galvanized carbon steel sheets, ASTM A526, with 1.25 ounces commercial zinc coating, ASTM A525.
- D. Gray iron castings, ASTM A48.
- E. Bolts and nuts (for general use), Type 304 stainless steel, ASTM A320 unless otherwise specified.
- F. High strength bolts shall comply with ASTM A325 with nuts conforming to ASTM A563 and washers complying with ASTM F436.
- G. Anchor bolts and connection bolts for steel assemblies shall comply with ASTM A307.
- H. Anchor bolts and connection bolts for aluminum shall be stainless steel.
- I. Stainless steel, Type 316.
- J. (Not used.)
- K. Welding Electrodes: Filler metal for welding of structural steel shall comply with AWS D1.1, Structural Welding Code. Filler metal for welding of aluminum shall comply with AWS D1.2.
- L. Grout: Grout for bedding and grouting structural steel components shall be of non-shrink type grout.

2.02 COATINGS

Galvanizing shall be performed by the hot-dip process after fabrication in compliance with the following standards:

- A. Iron and steel hardware, ASTM A153.
- B. Rolled, pressed, and forged steel shapes, plates, bars, and strips 1/8 inch thick and heavier, ASTM A123.

MISCELLANEOUS METAL REPAIRS

- C. Assembled steel products, ASTM A386.

PART 3- EXECUTION

3.01 SHOP INSPECTION

Each item of equipment shall be shop assembled to the extent practical and shall be inspected prior to shipment. Minimum requirements for shop inspection shall be a visual exam and a dimensional check to verify that the equipment has been fabricated correctly.

3.02 FABRICATION

- A. Design and fabricate all metal parts to comply with the intent and requirements of the Drawings. Make field measurements and prepare templates as required to ensure proper fit. Assemblies shall be fitted together in the shop and delivered to the site complete and ready for installation.
- B. Miscellaneous metals shall have holes, connections, and other provisions for accommodating other work. In general, holes for bolts shall be drilled or reamed 1/16-inch larger than the diameter of the bolt. Holes for anchor bolts shall be 1-1/3-times the anchor bolt diameter.
- C. Miscellaneous metal work shall be formed to shape and size, with sharp lines and angles. Items shall be sheared and punched to obtain clean, true lines and surfaces. Permanent connections shall be welded. Screws or bolts shall not be used where avoidable, but if used, heads shall be countersunk, screwed tight, and threads nicked to prevent loosening. Curved work shall be sprung evenly.
- D. Exposed surfaces shall have smooth finish and sharp, well defined lines and arises. Joints shall be mill machined to a close fit. Necessary rabbets, lugs, and brackets shall be provided so that work can be assembled in a neat and substantial manner. Metal thicknesses, assembly details, and supports shall provide ample strength and stiffness. Joints shall be designed to prevent trapping of moisture.
- E. Fastenings shall be concealed where practical. Metal thickness and details of assembly and supports shall be designed to provide strength and stiffness. Joints exposed to weather shall be formed to exclude water.

MISCELLANEOUS METAL REPAIRS

- F. Expansion anchor bolts shall be of the types and sizes recommended by the manufacturer for the particular application. When set in concrete or masonry, the minimum penetration of the expansion anchor bolts shall be six times the diameter of the shank.
- G. Structural joints made using high strength bolts, hardened washers, and nuts tightened to a high bolt tension shall comply with the "Specification for Structural Joints Using ASTM A325 or A490 Bolts".
- H. Welded joints shall comply with AWS D1.1, Structural Welding Code', and AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings". All welds shall be made by operators who have been previously qualified as prescribed by AWS B3.0, Welding Procedure and Performance Qualification. All welds exposed to view shall be dressed smooth.
- I. Anchor holes in concrete or masonry for grouted bolts shall be a minimum of 1-1/2 times the bolt shank diameter. Anchor holes in concrete and masonry for expansion type anchor bolts shall comply with the bolt manufacturer's recommendations.
- J. Castings shall be true to pattern, smooth, straight, sound, and free from warp, holes, and other defects that impair strength or appearance.

3.03 PAINTING

- A. Paint all surfaces except those which have a galvanized surface finish according to the requirements of Section 09900. Prepare surfaces and prime in compliance with the manufacturer's recommendation for the specific environment to which the metal components will be subjected.
- B. Where dissimilar metals contact each other, apply alkali-resistant paint to the more active metal. Where steel work contacts aluminum, apply two coats of aluminum paint over shop coat.
- C. Metal components used for miscellaneous metal repairs may be shop or field primed and painted. Contractor shall be responsible for touch-up field painting as required.

MISCELLANEOUS METAL REPAIRS

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Miscellaneous Metal Repair Work specified in this Section; except that measurement will be made as follows:

05 50 00/01, Continuous Seal Weld Repairs
05 50 00/02, Interior Pit Weld Repairs

4.02 PAYMENT

- A. Payment for the Miscellaneous Metal Repair Work (which includes Continuous Seal Weld and Interior Pit Repair Work specified in this Section will be made only after an **Owner** approved Change Order has been processed for work ordered during construction.
- B. Payment for Continuous Seal Weld Repair Work specified in this Section will be made at the contract unit price for Continuous Seal Weld Repair, in the Bidding Schedule. This price shall include all labor, tools, materials and equipment for repairs as herein specified.
- C. Payment for Interior Pit Weld Repair Work specified in this Section will be made at the contract unit price for Interior Pit Weld Repair, in the Bidding Schedule. This price shall include all labor, tools, materials and equipment for repairs as herein specified.
- D. These prices shall be full compensation for furnishing all materials; and for all preparation, and placing of the materials; and for all labor, equipment, tools and incidentals necessary to complete the miscellaneous metal repairs as required.
- E. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

WATER STORAGE TANK REHABILITATION AND RELATED REPAIRS

SECTION 05 52 13

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers the rehabilitation and repairs of potable water storage tanks of the elevated or standpipe type and includes furnishing all materials, equipment, tools and labor necessary for the repair and rehabilitation of the elevated and/or standpipe water storage tanks, together with all appurtenant components and associated fittings, and miscellaneous equipment specified in other Sections of these Specifications, including necessary supports and anchors, to be designed, furnished, installed and tested as shown on the Drawings and as specified herein. All fittings, connectors, supports and anchors, where required shall be included under this Section of Work.

B. Related Work

1. Section 09 91 13.
2. Section 26 42 00.
3. Other Sections as herein specified.

1.02 QUALITY ASSURANCE

A. Acceptable Manufacturers

Tank: Chicago Bridge & Iron Company or equal.

Other Items: As required.

B. Applicable Standards

All Work including materials and inspection of the elevated tank shall conform to the applicable and current provisions of the codes, standards, and Specifications, as specified herein, and the following:

<u>Name</u>	<u>Abbreviation</u>
Welded Steel Tank for Water Storage	AWWA D100
Structural Concrete for Buildings	ACI 301
Welding	ASME Sect. IX

WATER STORAGE TANK REHABILITATION AND RELATED REPAIRS

C. Welding Qualifications/Supervision

All welders shall be qualified by ASME Section IX requirements for all positions. The contractor shall employ the services of a welding supervisor independent of the tank painting foreman's jurisdiction.

1.03 SUBMITTALS

- A. The Contractor shall submit to the Owner's Representative for review product specifications and description, mill certificates, inspection reports, together with instruction manuals, installation procedures, field check-out and testing procedures specified in Section 01300 of all equipment furnished.

1.04 WARRANTY

The herein specified all water storage tank repairs shall be warrantied for a period of 12 months from the date of Final Acceptance of the Work to the extent that the contractor shall be solely responsible for the repair or replacement of defective parts including but not limited to repair of any reported defects during the warranty period which may appear because of faulty workmanship or material furnished under the Specifications. Defects caused by damaging service conditions such as electrolytic, chemical, abrasive or other damaging service conditions are not intended to be covered by this warranty.

PART 2- PRODUCT

2.01 GENERAL

- A. The tank and supporting structure is of all-welded steel design. Tank construction is as specified herein.
- B. The tank has a shape as shown on the Drawings.

2.02 PERTINENT DATA AND REQUIREMENTS

A. Pertinent Data

1. Time of Completion - **180** calendar days. See **Instructions to Bidders** for additional information and details.
2. Location - As identified in the Bid Form.
3. Nearest Town - Lincolnwood, IL.
4. Railroad Siding - None immediately adjacent to or through proposed site development.

WATER STORAGE TANK REHABILITATION AND RELATED REPAIRS

5. Compressed Air - Not available at site.
6. Corrosion Allowance - None.
7. Ladder and Safety Devices - Required in accordance with state and federal regulations. A ladder safety device meeting OSHA standards is required. Ladders and safety devices shall extend above landing platform. A minimum of two (2) safety **harnesses** shall be provided.
8. Inspection Report - An inspection report per Paragraph 11.2.1 of AWWA D100 shall be required for the 1.5 MG Standpipe.

2.03 DETAILS OF CONSTRUCTION

- A. Details of tank construction (as a minimum) shall be in accordance with AWWA D100. Where contradictions occur, the more stringent shall apply.
- B. Install a fail-safe vent in place of the existing mushroom vent to protect against pressure/vacuum damage. This includes installing a flange on the existing vent pipe and providing a gasket between the flanges. The open area of the overflow shall not be considered as venting area. The vent screen shall be a No. 4 mesh insect screen and shall be designed to relieve any pressure or vacuum in the event the screen frosts over or is otherwise clogged. The vent screen shall be easily dismantled to remove the screens for cleaning.
- C. Install new painters handrail which shall include the installation and erection of a new 4" flat stock painted steel, 42" high x 20'-0" diameter painters handrail. The painters rail to be centered around the roof access hatch at the roof of the tank and have continuous railings between pilaster and access hatch. The proposed handrail shall be welded in place in accordance with AWWA Standard D100 and the AWWA Manual M42. Surface preparation and painting shall be in accordance with ¶1.01A(2) of this Section. Along with this work the contractor will provide and install 4 new safety grabs on the exterior of the tank roof to allow tie off points when exiting roof access hatch and wet interior access hatch.
- D. Install new rail type fall protection device on the exterior pilaster ladder. The existing pilaster ladder will be painted to match the proposed exterior paint coating system and will include the OSHA required fall protection devices. Both fall protection devices will include matching harnesses.

WATER STORAGE TANK REHABILITATION AND RELATED REPAIRS

- E. Repair and/or replace the existing dry interior lighting lamps with LED type light bulbs.
- F. Remove and replace existing manway hatch with proposed 30" diameter flanged and bolted hatch.

PART 3- EXECUTION

3.01 FACTORY TESTING AND INSPECTION

The contractor shall inspect and test components of the tank repairs in accordance with AWWA D100. Certified copies of the shop inspections and test reports shall be furnished to the Owner's Representative.

3.02 INSTALLATION AND TESTING

- A. The equipment shall be installed as shown on the Drawings and in accordance with the manufacturer's instructions and recommended best practices. All necessary shims, grout, anchor bolts, and other items required for installation and testing shall be furnished. All items of equipment shall be operated, adjusted, and tested for proper performance in accordance with the manufacturer's recommended test procedure. Any and all excavation, trenching, concreting, backfilling required for the repair and rehabilitation of the Water Storage Tanks shall be performed by the Contractor at the Contractor's expense.
- B. After the Contractor has completed all repairs, including painting of the interior wet portion of the standpipe, the Contractor will make piping connections to the tank, furnish, pump and dispose of sufficient water for a single test and sterilization. While under test, the tank Contractor shall chlorinate the tank in accordance with AWWA C652 Method 3. **In addition, disinfecting of the elevated tank shall be in accordance with Section 7.0.18 of the Recommended Standards for Water Works (Latest Edition).** Any leaks which are disclosed by this test shall be repaired by gouging out defective areas and rewelding. All costs associated with such repair work including costs for additional water usage (beyond one time fill provided by the Owner) shall be the responsibility of the Contractor. No repair work shall be done on any joint unless the water in the tank is at least two feet below the point being repaired. After repair work has been completed, the tank shall be retested to verify the integrity of the repair. Any paint damaged by repairs shall be properly restored. The tank shall not be placed in service until satisfactory bacteriological tests have been provided. The Contractor shall work in cooperation with

WATER STORAGE TANK REHABILITATION AND RELATED REPAIRS

Village Water Department Personnel the Contractor conducting the bacteriological tests at the laboratory of the Village's choice.

3.03 PAINING

Painting of the tank and its components shall be in accordance with the applicable requirements of Section 09 91 13, Painting Water Storage Tank.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

A. Payment for the Work specified in this Section will be made at the lump sum prices for the below listed Items in the Schedule of Prices:

05 52 13/01,	Remove and Replace Existing Roof Vent
05 52 13/02,	Installation of New Painters Rail and Safety Grabs
05 52 13/03,	Installation of New Wet Interior Ladder and Fall Protection Devices
05 52 13/04,	Repair and Replace Existing Dry Interior Lighting
05 52 13/05,	Remove and Replace Existing Manway Hatch at Base of Tank

B. These prices shall be full compensation for furnishing all materials, equipment and labor as well as any and all incidentals necessary to complete the Items of Work.

C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

D. Payment for other items of equipment specified in other Sections of these Specifications will be made at the prices for those respective Items in the Schedule of Prices.

END OF SECTION

PAINTING WATER STORAGE TANK

SECTION 09 91 13

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers painting materials to be furnished and applied, including preparing surfaces and providing adequate conditions for proper workmanship, as shown on the Drawings and as specified herein.

B. Related Work

1. Sections 01 01 20, 01 11 00, 01 11 13 and 01 60 00.
2. Section 01 77 00.

1.02 QUALITY ASSURANCE

A. Acceptable Materials and Manufacturers shall conform to the herein specified material and construction standards.

B. Applicable Standards

All Work shall conform to the applicable provisions of codes, standards and Specifications, as specified herein as follows:

<u>Name</u>	<u>Abbreviation</u>
National Fire Protection Association	NFPA
Steel Structure Painting Council	SSPC
Ten State Standards	--
Painting Steel Water Storage Tanks	AWWA D102

1.03 SUBMITTALS

A. The Contractor shall submit to the Owner's Representative for review product specification of paint materials and descriptions of surface preparation contemplated for the Work to illustrate compliance with applicable requirements of this Section and other Related Work Sections. Submittals shall be in accordance with Section 01 33 00 and as herein specified.

B. Submittals shall include, but not be limited to the following:

1. Project schedule not to exceed **180** consecutive calendar days; and start date not to deviate more than

PAINTING WATER STORAGE TANK

2 weeks from start date indicated on the preliminary schedule submitted at the time of bid unless otherwise approved by the **Owner**.

2. Surface preparation details including containment methods when and where containments are utilized.
3. Application instructions for each type of coating to be used.
4. Maintenance recommendations for each type of coating used.
5. Color samples for selection and scheduling. (Note: Color to be selected by **Owner** if not specified; refer to Section 01 33 00, Paragraph 2.02 for additional details).
6. MSDS sheets for all products used.
7. Monitoring Plan (refer to Section 01 01 20; Paragraph 3.01), dry film thickness test results and diary of daily painting activities.
8. Product Certification and Waste Manifest in accordance with Section 01 01 20; Paragraph 1.03.

PART 2- PRODUCT

The following manufacturers are named herein (under Protective Coating Systems) and approved for use. Contractor shall use the product(s) of only one paint product manufacturer. Products listed herein are that of Tnemec Company, Inc.

2.01 CONTAINMENT

The Contractor shall provide full containment curtain for entire standpipe and include a bonnet. The Contractor shall provide shop drawings of all proposed components of containment system and rigging drawings for review and approval.

When required by federal, state or local regulation, the entire tank and structure shall be enclosed and surface preparation debris contained. Refer to SSPC-GUIDE 6 (CON), "Guide for Containing Debris Generated During Paint Removal Operations".

PAINTING WATER STORAGE TANK

Refer to SSPC-GUIDE 7 (DIS). NOTE: All surface preparation debris must be disposed of in accordance with applicable federal, state and local regulations.

The owner is the generator of and is responsible for the proper containment and disposal of all waste resulting from the surface preparation of this tank(s). As part of this contract, the contractor shall arrange and pay for all containment, tests, permits, transportation and disposal of all waste resulting from the surface preparation of this tank(s) in strict accordance with Illinois EPA regulations. Copies of all documentation required by Illinois EPA regulations shall be submitted to the owner for verification prior to the submission of the contractor's request for final payment.

The painting contractor shall cut and grind flush all exterior containment structure lugs and prepare and paint areas as described in the exterior painting section of these specifications.

Upon removal of the exterior lugs, the painting contractor shall also repair any damaged interior coating by methods described in the interior painting section of these specifications. Abrasive blasting to bare metal (SSPC-SP10) will be required in the damaged areas.

PART 3- EXECUTION

3.01 GENERAL

- A. Do not proceed with the application of paint until the following conditions are met: Proper temperature and humidity, dust free spaces, proper surface preparation. Starting Work constitutes acceptance of conditions and substrates and full responsibility for the quality and suitability of the finished Work.
- B. Furnish inspection devices, in good working condition, for the detection of holidays and the measurement of coating film thickness (wet and dry). Inspect surfaces to be painted and conditions of the area before starting Work. Report any defects that render any area or surface unfit to receive paint.
- C. Handle and store materials in accordance with the provisions of the Flammable and Combustible Liquids Code, NFPA 30. All materials shall be handled and stored to avoid fire and explosion.

PAINTING WATER STORAGE TANK

- D. Provide masks, gloves, and other protective materials or clothing and furnish special ventilation as necessary or recommended by the paint manufacturer.
- E. During surface preparation, contain and dispose of any and all paint chips/flakes in accordance with Federal, State and/or local requirements, or as otherwise specified.

3.02 DELIVERY TO SITE

All materials furnished shall be labeled. Each label shall indicate the manufacturer's name, the brand name, the type of material as specified, the class of flammability or combustibility if applicable, the color, and the mixing and application instructions. Each container shall be stenciled or embossed at the factory with the product number and name as it appears in the manufacturer's catalog. Deliver materials to the site in unbroken, unopened containers, with labels affixed on each container by the manufacturer. Containers delivered to site which are damaged shall be cause for rejection.

3.03 CONDITIONS FOR APPLYING MATERIALS

- A. Materials other than water thinned materials shall be applied only to surfaces that are free of surface moisture as determined by sight or touch.
- B. Materials shall not be applied when the temperature of the surfaces to be covered are below recommended levels, or the surrounding atmosphere is below recommended levels, or when the relative humidity exceeds 85 percent.
- C. Additional conditions to be satisfied prior to application shall be as specified in Section 01 0120.
- D. Prepare all surfaces to receive materials as required herein or as required by the coatings manufacturer. Clean surfaces to remove all foreign matter. Roughen surface as recommended by the coating manufacturer for proper adhesion of coating to the substrate.

3.04 APPLICATION

- A. Mix and apply materials in accordance with the manufacturer's printed instructions. Allow each succeeding coat to dry in accordance with manufacturer's printed instructions.
- B. Apply each coat in accordance with these Specifications and the paint manufacturer's recommendations. The coating

PAINTING WATER STORAGE TANK

shall be applied at the specified thickness. If the specified thickness is not obtained, an additional coat(s) of paint shall be applied at no additional cost to the **Owner**.

- C. All paint shall be applied in strict accordance with the applicable manufacturer's printed data sheet and container label outlining recommended minimum and maximum surface and air temperatures required for application.
- D. Do not paint code required labels, (Underwriters Laboratories, Inc., Factory Mutual, or the like) or any equipment identification, performance ratings, name, or nomenclature plates. Remove any paint inadvertently or previously applied to such items.
- E. Protect adjacent surroundings against splash or overspray. Remove materials from surfaces not designated to receive such materials.
- F. Finished surfaces shall be uniformly coated with the thickness specified, free of runs, drips, sags, brush marks, holidays, or other defects. Such defects shall be corrected without change in Contract Price.
- G. Remove waste rags and coating debris on a daily basis. Keep storage spaces and work areas neat and clean.

3.05 PROTECTIVE COATING SYSTEMS

- A. General: The application of any coating or primer indicates the acceptance of and responsibility for the condition of the substrate and the primer thereon.
- B. Protect adjacent materials/surroundings/properties/etc. subject to damage by the Work to be performed under this Contract.
- C. Exterior Coating System
 - 1. Surface Preparation

Remove all oil and grease from the surface prior to blast cleaning. All exterior surfaces shall be abrasive blast cleaned to a Commercial Finish, removing all existing paint, rust, dirt, mill scale and foreign matter by the recommended methods outlined in the SSPC Society of Protective Coating's Specification SP-6. A minimum angular blast profile of 2.0 mils is required.

PAINTING WATER STORAGE TANK

2. Prime Coat

Immediately after blasting and before any rusting occurs (within 12 hours maximum), apply one coat of Tnemec Series 91-H₂O Hydro-Zinc to all bare steel surfaces. This coating shall be applied at a dry film thickness of 2.5 - 3.5 mils.

3. Additional Prime Coat

Apply by brush only, one additional spot prime coat to all inaccessible and hard to reach areas, such as the inside of anchor bolt chairs, vent, manways, tie rods, turnbuckles, and accessories, with one coat of Tnemec Series 135-color Chembuild.

4. Intermediate Coat

Apply one complete coat of Tnemec Series 73-color* Endura-Shield at a dry film thickness of 2.0 - 3.0 mils.

* The color lab of Tnemec Company, Inc. will select this color.

5. Finish Coat

Apply one complete coat of Tnemec Series V700-color HydroFlon at a dry film thickness of 2.0 - 3.0 mils.

D. Interior (Wet) Coating System

1. Surface Preparation

The entire surface shall be abrasive blast cleaned to a Near White Finish, removing all existing paint, rust, dirt, mill scale and foreign matter by the recommended methods outlined in the SSPC Society of Protective Coating's Specification SP-10. A minimum angular anchor profile of 2.0 mils is required.

2. Prime Coat

Immediately after blasting and before any rusting occurs (within 12 hours maximum), apply one coat of Tnemec Series 91-H₂O Hydro-Zinc to all bare steel surfaces. This coating shall be applied at a dry film thickness of 2.5 - 3.5 mils.

PAINTING WATER STORAGE TANK

3. Stripe Coat

After the primer has cured in accordance with the manufacturer's recommendations, apply one stripe coat, by brush only, of Tnemec Series N140-1255Beige Pota-Pox Plus to all weld seams, edges of unseal welded roof plates, angles, and sharp edges.

4. Finish Coat

Apply one complete coat of Tnemec Series FC22-WH08 Off-White Epoxoline Plus at a dry film thickness of 30.0 - 35.0 mils. Apply with heated plural component spray equipment only.

E. Interior (Dry) Coating System (Decorative Pilasters)

1. Surface Preparation

The entire surface shall be abrasive blast cleaned to a Commercial Finish, removing all existing paint, rust, dirt, mill scale and foreign matter by the recommended methods outlined in the SSPC Society of Protective Coating's Specification SP-6. A minimum angular blast profile of 2.0 mils is required.

2. Prime Coat

Immediately after blasting and before any rusting occurs (within 12 hours maximum), apply one coat of Tnemec Series N140-1255 Chicago Beige Pota-Pox Plus primer to all surfaces. This coating shall be applied at a dry film thickness of 4.0 to 6.0 mils.

3. Finish Coat

Apply one complete coat of Tnemec Series N140-15BL Tank White Pota-Pox Plus to all surfaces at a dry film thickness of 4.0 to 6.0 mils.

3.06 COMPLETION OF WORK

- A. When Work is complete leave all materials properly coated to conform to the above Specifications. Remove and/or clean-up dry fall, overspray, droppings, or spatter from adjacent materials and properties. Make good damage to other work to the satisfaction of Owner's Representative.
- B. Furnish two copies and all instructions, manufacturers' certificates, and documents to Owner's Representative.

PAINTING WATER STORAGE TANK

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

A. Payment for the Work specified in this Section will be made at the contract lump sum prices for the below listed Items in the Schedule of Prices:

- 09 91 13/01, Interior Wet Surfaces; all surface preparation, priming and painting
- 09 91 13/02, Exterior Surfaces; all surface preparation, priming and painting, including 2 logos
- 09 91 13/03, Interior Dry Surfaces; all surface preparation, priming and painting
- 09 91 13/04, Full Containment as required
- 09 91 13/05, Proper and Legal Disposal of Paint Chips/Flakes and Other Debris (Resulting from Prep/Paint Work Interior Wet)

B. These prices shall be full compensation for furnishing all materials, equipment and labor, as well as any and all incidentals necessary to complete the Items.

C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

GENERAL PROVISIONS FOR ELECTRICAL WORK

SECTION 26 00 10

PART 1- GENERAL

1.01 SCOPE

- A. This Section describes the general provisions for the Work to be performed under Division 26 - Electrical, of this Contract as well as Division 33 - Utilities, where applicable. The Contractor shall comply with these general provisions and shall perform all Work in accordance with the Specifications contained in this Section, as supplemented by Specification in related Sections, and as shown on the Drawings. Related mechanical work shall be performed in accordance with the applicable provisions of Division 33.

- B. The following specifies the minimum general requirements by which the Contractor shall furnish, fabricate, deliver, erect, install, connect and test electrical materials, equipment and systems specified in the respective Sections of Division 26 and shown on the Drawings, so as to constitute a complete and operating electrical installation.

- C. The Contractor shall provide all necessary coordination between the suppliers of the specified equipment so as to provide a well-designed and satisfactory operating facility to the Owner. The Contractor is advised that these Specifications are not indented to cover every and all details of the Work. In case(s) where details related to the specified Work are not covered by these Specifications, it shall be the responsibility of the Contractor to include and execute such coordination and Work at no additional cost to the Owner.

- D. Items of equipment furnished and installed as a part of the Work under other Sections of the Specifications shall be connected and wired as a part of the Work under this Section.

- E. All operating limits of electrical apparatus whether furnished under this Section or in other Sections of the Specifications shall be adjusted in the field to meet the operating conditions reviewed by the Owner's Representative and as required. This shall include settings of all overcurrent and trip devices, limit switches, timers, and control device adjustments, etc.

GENERAL PROVISIONS FOR ELECTRICAL WORK

1.02 QUALITY ASSURANCE

A. Acceptable Manufacturers and Equipment Supplier

1. As shown on the Drawings and/or as specified hereinafter in subsequent Sections.
2. Acceptable manufacturers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or approved equal" whether such words are shown or not. Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. The burden of proof as to comparative quality and suitability of alternatives shall be upon Contractor. Specified items are preferred. After acceptance of Bid, no substitutions will be allowed, except as stated in the Bid. (Exception: Where Specifications indicate "No Substitutions Allowed" Contractor shall provide the designated manufacturers equipment without exception.)

B. Applicable Standards

1. All electrical work furnished and installed under this Section shall be in strict compliance with the ordinances and bylaws of the City, State and/or any other political subdivision thereof governing the installation of the electrical work on this Project. In the absence of other more stringent authority, the electrical work shall conform to the requirements of the National Electrical Code.
2. The Contractor shall conform to the latest safety standards as required by the Occupational Safety and Health Administration (OSHA) in all Work performed. In addition, all equipment and materials shall meet all applicable OSHA requirements.
3. All equipment shall be U.L. rated.

1.03 SUBMITTALS

- A. The Contractor shall comply with the requirements specified in Section 01 33 00 - Equipment Submittals, and as specified herein.

GENERAL PROVISIONS FOR ELECTRICAL WORK

- B. The Contractor shall not install any electrical work for any item of equipment specified under this or other Sections of the Contract until shop drawings of such equipment, reviewed by the Owner's Representative, are made available to him/her. Any such Work installed by the Contractor prior to the Owner's Representative review will be the responsibility of the Contractor and any modification of the electrical work necessary to meet the equipment requirements shall be made without additional compensation.
- C. Before fabrication and assembly of equipment, submit the following:
1. Front and rear elevations showing dimensions and the arrangement for each cubicle.
 2. Plan and section views, including dimensions and mounting details.
 3. Details of bus, connections, terminals, etc., including the complete ground bus arrangement and enclosure ground connections.
 4. Single line diagram of equipment and control schematic diagram.
 5. Wiring Diagrams
 - a. Connection diagrams for the wiring of equipment in each cubicle.
 - b. Interconnection diagrams for the wiring to equipment in other cubicles. Clearly identify the terminal block points for the external wiring to be routed in or out of the cubicles. Provide adequate space on the wiring diagrams for additions (by the Contractor) or cable and wire designations for that external wiring to be routed in or out of the cubicles at the terminal block.
 6. Bill of Material.
 7. Factory test procedures and protocols.
- D. Prior to shipment of the equipment, submit for record and distribution:
1. All drawings as finally reviewed and corrected.

GENERAL PROVISIONS FOR ELECTRICAL WORK

2. Recommended storage instructions.
 3. Installation instructions and operating and maintenance manuals.
 4. Spare parts bulletins.
 5. Factory test reports (certified).
 6. Booklet on maintenance procedures for circuit breakers and other equipment.
 7. Field test procedures and protocols.
- E. After final installation of the equipment the Contractor shall deliver a complete set of reproducible shop drawings of (including schematics, internal point-to-point and interconnecting) diagrams for all equipment and panels showing Work "as installed".

1.04 WARRANTY

All equipment (electrical and/or mechanical) specified by these Specifications shall be warrantied, and shall be provided with such warranties covering all parts and labor for a period of one (1) year from the date of Final Acceptance.

PART 2- PRODUCTS

2.01 GENERAL

A. Standard Products

The equipment furnished shall be standard products in production by reputable companies regularly engaged in the manufacture of high-quality equipment of the type specified. Similar equipment shall have been in satisfactory and successful operation for a period of at least two years. All parts of the specified equipment shall be so designed as to be especially adapted for the service required and shall be proportioned, enclosed, or guarded as to have ample and liberal strength and stability to withstand, without damage, the stresses to which they may be subjected during erection or operation. The component parts of duplicate items shall be fabricated on a principle of interchangeability to facilitate ready replacement.

GENERAL PROVISIONS FOR ELECTRICAL WORK

B. Materials

All material incorporated in the equipment shall be new and of first-class quality, free from injurious defects and imperfections, and of the classifications and grades designated. Materials not specifically designated herein shall be subject to the review of the Engineer and shall be suitable for the purpose intended.

2.02 RATINGS

The sizes, ratings, capacities, and performance characteristics of various specified items of equipment and devices are based on currently available standard products, which are available through United States manufacturers. In no case shall the size, rating, capacity or performance characteristic be less than that specified unless approved in writing by the Owner. Ratings and performance characteristics, where applicable, of various devices and items of equipment are specified in respective Sections of these Specifications. All electrical equipment shall be UL listed.

2.03 DETAILS OF CONSTRUCTION

- A. Electrical work shall meet requirements of these Specification, product manufacturer's instructions, recommended tolerances and recommended procedures, and as indicated by final reviewed submittals for the Work.
- B. Materials shall be of size and thickness indicated. If not indicated, size and thickness shall be selected to provide strength and durability in finished Work for intended application. Work to dimensions indicated, using proven fabrication details.
- C. Product finishes, surfaces and edges shall be smooth and free of marks, burrs, seams, roughness and like defects or conditions.
- D. Other electrical-mechanical product construction details shall be in accordance with the best engineering practices, applicable code requirements and as specified and/or other Sections of these Specifications.

GENERAL PROVISIONS FOR ELECTRICAL WORK

PART 3- EXECUTION

3.00 GENERAL

- A. The Contract Drawings indicate the general details necessary for the complete electrical installation. It shall be the Contractor's responsibility to install all electrical work in a neat and workmanlike manner. The Contractor shall cooperate with others to permit the installation of all of the work without interferences. If changes become necessary to avoid interference between the Work installed under various Sections, the Contractor shall submit to the Owner's Representative, for review, the proposed changes and upon review by the Owner's Representative, proceed with the installation of such changes without additional cost to the Owners.
- B. The Contractor shall maintain at the site a set of black-line prints on which shall be accurately shown the actual installation of all Work done under Division 26 and any variation from the Contract Drawings as reviewed by the Owner's Representative including changes in sizes, locations, and dimensions shall be indicated thereon. At the conclusion of the Work, the Contractor shall furnish record drawings in accordance with the General Conditions and as specified herein.

3.01 FACTORY TEST AND INSPECTION

- A. All equipment shall be shop-assembled and tested in the manufacturer's shop in accordance with recognized standard practices. Factory tests and inspections shall be conducted to verify that the equipment is operating satisfactorily and in compliance with the Specifications.

3.02 INSTALLATION AND TESTING

- A. General: Examine the areas and conditions under which electrical work is to be installed or performed and remedy any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.
- B. Existing Facilities: Verify existence, location, and operation of existing electrical facilities to be abandoned, removed, altered, modified and/or temporarily relocated to allow activities during construction of the Work.

GENERAL PROVISIONS FOR ELECTRICAL WORK

- C. Install electrical work. Meet requirements of these Specifications, product manufacturer's instructions, recommended tolerances, and recommended procedures and as indicated by final reviewed submittals for the Work.

3.03 PAINING

- A. All specified equipment shall be shop-primed and painted in accordance with manufacturer's standard finish.
- B. The Contractor shall be responsible for coordination of the compatibility between manufacturer's standard finish and the field paint specified.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs for such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

CATHODIC PROTECTION

SECTION 26 42 00

PART 1- GENERAL

1.01 SCOPE

This Section covers the existing cathodic protection system, related electrical panels and associated accessories including but not limited to power unit, conduit, wires and cables, junction boxes, anodes and all other necessary appurtenances to be designed, furnished, installed, and tested as shown on the Drawings and as specified herein. All existing fittings, connectors, hangers, supports, anchors and accessories where required, not otherwise specifically provided for in these Specifications, but necessary to complete the various systems shall be included under this Section of Work. Any and all miscellaneous electrical work required for installation and to electrically connect and provide for a complete and operational system shall be included under this Section of Work.

1.02 QUALITY ASSURANCE

A. Acceptable Supplier

Corrpro, the existing cathodic protection equipment supplier, shall utilize personnel who have been engaged in the design and installation of impressed current corrosion control systems for five (5) or more years. The Work shall be performed under the direction of a licensed professional engineer or a person with N.A.C.E. certification who has experience in water tank cathodic protection design. Equipment shall be as manufactured by Corrpro Waterworks, Inc. (@ 330-725-6681); no exceptions allowed.

B. Applicable Standards

All Work shall conform to the applicable provisions of the codes, standards, and Specifications, as specified herein and the following:

<u>Name</u>	<u>Abbreviation</u>
American Water Works Association	AWWA D104
National Electrical Code	NEC
Underwriters Laboratories	UL
National Association of Corrosion Engineers	NACE

CATHODIC PROTECTION

1.03 SUBMITTALS

- A. The Contractor shall submit to the Owner's Representative for review drawings, design details, product specifications, and description, including control schematic diagrams, wiring connection diagrams, together with instruction manuals, installation instructions, operating and maintenance manuals and field check-out, start-up and testing procedures specified in Section 01 33 00 for all equipment furnished.
- B. Submit copy of ANSI/NSF 61 classification for all system components located within the tank.

PART 2- PRODUCT

2.01 GENERAL

- A. General. All existing materials and equipment shall conform to the Specifications listed below. All components that have been previously provided shall have minimum ratings as specified herein. Identification symbols and nomenclature where used in this Section are the same as those shown on the Drawings. Paragraphs of these Specifications describing the requirements of a single item of equipment shall apply equally to all identical items of equipment to be furnished.
- B. Standard Products. All non-operational materials shall be new and conform to the applicable portion of these Specifications. The materials to be furnished under these Specifications shall be the standard product of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design.
- C. Special Products. The supplier of the power units, anodes and other special cathodic protection materials and equipment shall have a minimum of five (5) continuous years of successful experience in the manufacture, installation and service of cathodic protection systems for similar tank structures.

2.02 EQUIPMENT CRITERIA AND OPERATION

- A. Type. The **existing** cathodic protection system is of the automatic impressed current type with IR Drop Free mode of operation to control corrosion of the submerged steel surfaces of a potable water storage tank.

CATHODIC PROTECTION

- B. Design Criteria. The criteria for protection shall be based on a tank-to-water potential, IR drop free, within a range of -0.850 volts to -1.050 volts relative to a stationary copper-copper sulfate reference electrode. This potential shall be measured free of the effect of voltage gradients (IR drops). The potential shall be measured with protective current being applied as recommended in NACE Standard RPO 388-88 latest version and/or ANSI/AWWA D104-91.
- C. Design Requirements. The existing cathodic protection system is designed based upon capacity and performance requirements as follows:

Total submerged surface area of the tank. Total surface area includes high water level in tank and wet risers including draft tube recirculation piping, which are 30" diameter or larger.

Total bare surface area to be protected will be a minimum of 25% of total surface area.

Type of coating and condition of coating.

Minimum current density of 0.5 MA/ft² bare surface area.

Chemical analysis of water including resistivity expressed in ohm-cm.

Tank being susceptible to icing.

Minimum anode design life of twenty (20) years.

Selection, dimensions and layout of system components specified hereinafter.

- D. Mode of Operation. The **existing** power unit is capable of operating in the following three (3) modes with the selection of the desired operating mode made on the front panel without additional equipment or tools with access limited to authorized personnel only.

1. Manual Mode. The power unit shall operate as a constant current rectifier continuously delivering preselected current to the anodes. In this mode, the automatic control shall be locked out without affecting the preprogrammed settings. The output of the power unit shall be regulated from 0-100% of rated capacity without the use of transformer taps.

CATHODIC PROTECTION

2. Auto-1 Mode. In the Auto-1 mode, the controller shall automatically and continuously monitor the potential of the structure and make necessary adjustments in the current output to maintain the structure potential at the preselected value. A single reference electrode placed within 1 to 2 cm. from the protected structure shall be used to measure the potential and control operation of the power unit.
 3. Auto-2 Mode (IR Drop Free). The Auto-2 model shall function the same as Auto-1 except the potential shall be monitored against a reference electrode located some distance from the protected structure. The measured and displayed potential shall be free of IR drop error.
- E. Data. The following data shall be used as the basis for system design.

ITEM	TANK DATA
Type:	Standpipe
Style:	--
Capacity:	1.5 Million Gallons
Tank Height:	125'-3"
Tank Diameter:	47'-0"
Draft Tube Mixer:	None; per Village

2.03 DETAILS OF CONSTRUCTION

- A. General. The existing anodes and suspension system will need to be removed and replaced under this contract. This Specification outlines the minimum quality required for long-term economy and reliability of the cathodic protection power unit (rectifier) which is solid state, air-cooled and consisting of the necessary potential control circuitry, transformers, rectifiers, circuit breaker, meter, wiring, terminals and appurtenances of adequate capacity to meet the requirements of the system. Multiple D.C. output circuits exist, each circuit consists of separate transformers, rectifier and control. The output of each circuit is electronically controlled in all modes of operation. The entire unit is field serviceable. The unit is designed to operate on 110 volts, 1 phase, 60 hertz, A.C.
- B. Existing Transformer. The transformer is of the separate primary and secondary type and shall withstand continuous

CATHODIC PROTECTION

operation 10% above rated input voltage at the maximum rated D.C. output. The transformer is designed for a maximum hot spot heat rise not to exceed 50°C.

C. Existing Rectifiers. The rectifier unit(s) performs in accordance with ANSI/AWWA Standard D104-04 Section 4: 4.1.1.1.1, IR drop free system and include:

1. Transformer
2. Selenium or silicon rectifying elements
3. Circuit breaker(s)
4. Lightning, surge and overload protection
5. Provision for air-cooling operation
6. Voltmeter(s) and ammeter(s)
7. Weatherproof cabinet in accordance with NEMA 4R requirements
8. Provision to vary current output from 0% to 100% of rated capacity
9. Provisions for mounting, grounding and locking
10. Provision for 110-120 volt, 60Hz, single phase AC power
11. DC output capacity in volts and amperes in accordance with Design Criteria and Requirements specified in Paragraph 2.02
12. Number of circuits or separate rectifiers in accordance with Design Criteria and Requirements specified in Paragraph 2.02
13. Automatic controller is AWWA D104-04, Type A and adjusts current output to compensate for changes in water level, temperature of water, water chemistry, and cathodic polarization and shall include the following provisions:
 - a. Utilize long-life reference electrode(s) mounted in tank
 - b. Monitor the tank-to-water potential, free of IR drop
 - c. Automatically adjust the tank-to-water potential, free of IR drop, to a preset value
 - d. Operate within 25MV of preset value
 - e. Limit current to a preset value
 - f. Utilize potential meter(s) to display tank-to-water potential, free of IR drop

D. Proposed Long Life Reference Electrode(s). The permanent reference electrode shall consist of a copper-copper sulfate electrode which shall be manufactured to remain stable (plus or minus 10 MV) for a minimum of ten (10) years. The reference electrode to lead wire connection shall be encapsulated to prevent water migration.

CATHODIC PROTECTION

The stationary reference electrode shall be positioned in the tank water to provide the most representative measurements for the submerged surface area(s).

- E. Proposed Anode Suspension System. The anode suspension system shall be designed to be resistant to ice damage and in accordance with ANSI/AWWA Standard D104-04, Section 4.2.4.1.1 Type A, Horizontal System.

The anode suspension system shall consist of a minimum 5/16" polyester cord. The cord shall be secured to steel anchors welded to the side wall of the tank bowl or to the exterior of the dry access column of spheroidal type tanks and the side wall of wet risers which are 30" diameter or larger. All cord to cord connections shall be tied and taped.

Handhole assemblies used for the installation of vertical anode suspension systems from the roof of the tank shall consist of a 6" diameter steel cover, rubber gasket and a steel bar and bolt assembly for each 5" diameter access opening.

- F. Proposed Anode Materials. The anode materials shall be selected in accordance with Design Criteria and Requirements specified in Paragraph 2.02 and shall consist of one of the following:

1. Minimum .062" diameter platinized niobium with 25 micro inches of platinum. The wire anode shall be continuous with a maximum of two (2) anode to header connections.
2. Minimum .062" diameter titanium with a precious metal oxide coating. The wire anode shall be continuous with a maximum of two (2) anode to header connections.

All anode to header cable connections shall be sealed to prevent water migration.

- G. Proposed Pressure Entrance Fitting. For icing tanks the pressure entrance fitting shall accommodate anode and reference electrode lead wires at the base of the tank. The fitting shall be manufactured to prevent leakage through the fitting and to prevent water migration through the wire insulation.

The entrance fitting shall be sized for a maximum 1.5 inch Schedule 80 steel coupling.

CATHODIC PROTECTION

- H. Existing Control Circuits. The control circuits are designed to continuously monitor the potential of the structure and automatically regulate the protective current as required to maintain the potential at the preselected level. The current output of the unit is controlled to prevent overprotection.
- I. Existing Circuit Breaker. The circuit breaker shall be of the single phase, 2 pole, series trip, manually reset, magnetic type not affected by change in ambient temperature.
- J. Wiring. Wiring for the cathodic protection system and equipment shall be as follows:
1. Existing Power Unit Wiring. The wires to connect components of the power unit are stranded or solid copper meeting the requirements of the N.E.C. for allowable current carrying capacities. The D.C. output terminals are conveniently located and are sized to accommodate wires as required for safe operation of the cathodic protection system.
 2. Proposed Wiring Within Tank. All wiring within the tank shall be insulated to prevent copper conductor to water contact.
 3. Proposed Exterior Tank Wiring. All wiring on the exterior of the tank shall be insulated and run in rigid conduit.
- K. Proposed Hardware. All hardware used in conjunction with the system shall be protected against corrosion.
- L. ANSI/NSF 61. All materials in contact with the water, or exposed to the interior of the tank, shall be classified in accordance with ANSI/NSF 61 "Drinking Water System Components".

PART 3- EXECUTION

3.01 FACTORY TESTING

All equipment shall be inspected and tested in the manufacturer's shops. Monitoring and control devices shall be functionally tested to verify correct operation and that all component parts function properly.

3.02 INSTALLATION AND TESTING

- A. General. The equipment shall be installed as shown on the

CATHODIC PROTECTION

Drawings in accordance with the manufacturer's instructions and recommended best practices. All necessary items required for installation and testing shall be furnished. All items of equipment shall be operated, adjusted, and tested for proper performance in accordance with the manufacturer's recommended test procedure. All miscellaneous electrical work required for electrification of the cathodic protection system, including conduit and wiring, shall be in accordance with local codes and standards.

- B. Field Supervisory Personnel. The equipment manufacturer shall provide the services of factory trained field supervisory personnel who shall perform all necessary checkouts and energize and adjust the system to operate within the specified criteria. The factory trained field supervisory personnel shall be responsible for adjusting the system to perform in accordance with specified design criteria as well as conducting potential profile measurements.

- C. Qualifications. The cathodic protection field supervisory personnel shall have a minimum of five (5) years' experience installing and servicing the types of system described by these Specifications. The system shall be installed by personnel specifically trained by the cathodic equipment manufacturer to provide all workmanship required for corrosion control performance.

- D. Performance. All work shall be in accordance with the following requirements:
 - 1. Components of the cathodic protection system shall be installed in the manner and at the locations as shown on the design drawings prepared by the cathodic equipment manufacturer.
 - 2. Pressure entrance fitting shall be installed in accordance with AWWA D100-96, Section 3.13.
 - 3. Welding, cutting and coating shall be in accordance with AWWA Standards D100, D102 and D105.
 - 4. Welding of steel coupling and anchors for horizontal anode suspension and rectifier mounting bracket shall be coordinated and furnished by the Contractor prior to coating the tank. Cutting of 5" diameter access openings for vertical anode suspension shall be coordinated and furnished by the Contractor as required. The cathodic protection equipment manufacturer shall furnish installation drawings and materials to the Contractor prior to tank coating.
 - 5. Electrical continuity of all section of bolted or riveted tanks shall be furnished by the Contractor.

CATHODIC PROTECTION

6. Materials and equipment shall be inspected prior to installation. Any defective component shall be repaired or replaced.
7. Electrical work shall be in accordance with the National Electrical Code.
8. Lead wires shall be installed to prevent damage from abrasion.
9. Electrical connections within the tank shall be sealed to prevent water migration.
10. The rectifier is mounted at a convenient height (eye level) above grade for monitoring and service purposes.
11. AC power to the rectifier shall be provided as shown on the Drawings.
12. Disinfection of the tank shall be in accordance with the applicable requirements of Section 01 01 20.

- E. Energizing System. After the system is installed and the tank is filled, the cathodic protection field supervisory personnel shall provide startup service which includes energizing, testing and adjusting the system for optimum performance of the cathodic protection system. This startup service shall be in accordance with ANSI/AWWA D104-04 Section 5.2 Testing, 5.2.1 Field Test for Type A, IR Drop-Free System. This startup service shall be coordinated with the Owner and/or Owner's Representative.

All tank-to-water potential measurements shall be conducted with a calibrated portable copper-copper sulfate reference electrode and a portable high impedance voltmeter. A minimum of five (5) locations shall be measured. All test data shall be reviewed and evaluated by the corrosion specialist in the regular employment of the cathodic protection equipment manufacturer.

The final test and adjustment of the system shall be conducted approximately twelve (12) months after the startup service.

- F. Monitoring During Guarantee Period. The cathodic protection equipment manufacturer shall furnish self-addressed report cards to be completed by the Owner. Report cards received by the cathodic protection equipment manufacturer during the one-year guarantee and service period shall be evaluated for system performance.

- G. Service Agreement. The cathodic protection equipment manufacturer shall furnish a Service Agreement for the type of system installed. The Service Agreement shall include the annual service rate and a complete description of the scope of work proposed. The Service Agreement for annual

CATHODIC PROTECTION

inspection and potential testing shall be in accordance with AWWA D104-04 Appendix C and include as a minimum:

1. One (1) annual job site visit.
2. Tank-to-water potential measurements conducted at representative locations within the tank. A minimum of five (5) locations shall be measured.
3. Measurements shall be conducted with a portable high impedance voltmeter and a calibrated copper-copper sulfate reference cell.
4. Adjustment for optimum corrosion control shall be in accordance with criteria for protection.
5. Data recorded shall provide sufficient information to evaluate the performance of the system relating to criteria for protection.
6. In the event additional work is required, the cathodic equipment manufacturer shall submit a report with recommendations for optimizing corrosion control.

3.03 PAINTING

All equipment specified in this Section shall be shop painted with the manufacturer's standard finish. Contractor shall be responsible for touch-up field painting as required.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the lump sum prices for the below listed Items, in the Schedule of Prices:

26 42 00/01; Remove and Reinstall Existing Cathodic Protection
26 42 00/02; Continuation of Existing Service Agreement

- B. These prices shall be full compensation for furnishing all materials, equipment and labor as well as any and all incidentals necessary to complete the Items of Work to provide a complete and operational system.

- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in

CATHODIC PROTECTION

the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

LIGHTING EQUIPMENT

SECTION 26 56 00

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers the new LED type lighting system to be furnished, installed, connected and tested as specified described herein and installed within the pilaster with the ladder riser, new vaportight LED "jelly jar" type RAB VX100 lighting to be installed every 10'-0" inside of the pilaster. The lighting system shall include outlet boxes, pull and junction boxes, conduit and fittings, wire, cable, grounding connections, wiring devices and plates, fixtures, lamps, receptacles and switches, and accessories required for a complete lighting system. All related fittings, connectors, supports and anchors where required, but not specifically provided for in these Specifications shall be included under this Section of Work.

B. Related Work

1. Section 26 00 10.
2. Other Sections as specified herein.

1.02 QUALITY ASSURANCE

A. Acceptable Manufactures

1. Light Fixtures: As shown on the Drawings.
2. Other items: As specified herein.

B. Applicable Standards

Lighting fixtures, lamps, and accessories shall conform with the requirements of the NEC.

1.03 SUBMITTALS

The Contractor shall submit to the Owner's Representative for review drawings, product specifications and descriptions, including control schematic diagrams, wiring connection diagrams, polar charts of the lighting pattern together with installation instruction, and operating and maintenance procedures specified in Section 01 33 00 for all equipment furnished.

LIGHTING EQUIPMENT

PART 2- PRODUCTS

2.01 GENERAL

The approximate locations of lighting fixtures, switches, receptacles, and other equipment connected to the lighting panelboards in the pilaster every 10'-0" of vertical distance as well as the circuit assignment to each device are specified herein. Conduit and wiring connections shall be furnished by the Contractor in accordance with the existing circuiting and control. Branch circuit breakers, spares, and spaces shall originate from the existing power source location in the pump station.

2.02 DETAILS OF CONSTRUCTION

A. Outlet Boxes

1. Each fixture or continuous row of fixtures and all switches, receptacles, and other wiring devices shall be provided with suitable outlet boxes.
2. Outlet boxes shall be of the cast ferrous or aluminum alloy type.
3. Drains shall be provided on all boxes located at lowest point in conduit run, as specified, or as shown on the Drawings.
4. Outlet boxes shall be equipped with suitable covers, canopies, or device plates as specified.
5. Outlet box extension rings shall be provided for exposed conduit extensions from embedded outlet boxes. Extension rings shall match the embedded boxes. Where extension rings are mounted on cast type boxes, neoprene gaskets shall be used.

B. Wiring Devices and Plates

1. The Contractor shall furnish and install all wiring devices and device plates as shown on the Drawings and as specified herein in Section 26 00 10.
2. Wall switches and receptacles shall be covered with device plates suitable for the type and number of devices enclosed. Covers mounted on boxes containing 2 or more devices shall be of the combination type.
3. Switches for the control of lighting shall be as specified in Section 26 00 10.
4. Convenience outlets shall be as specified in Section 26 00 10.

LIGHTING EQUIPMENT

C. Fixtures

Fixtures shall be of the types specified in ¶1.01A, Lighting Fixture Schedule and shall be furnished complete with mounting brackets, fixture mounting stems, or hangers, together with steel supports and/or channels as required, and fixture wires. Fixture wire shall be as specified in Section 26 00 10.

- D. Panelboard Circuit Breakers: Circuit breakers shall be molded case type, quick make/quick break with thermal and magnetic tripping and shall be provided with self-contained, non-interchangeable trip elements effectively sealed to prevent tampering. Multi-pole breakers shall have a common trip mechanism and common operating handle. Circuit-breakers shall have an interrupting capacity of 22,000 A, rms symmetrical at 240-V AC. All circuit breakers shall give a clear indication of their "ON", "OFF" and "TRIPPED" positions. All branch circuits shall be clearly numbered to correspond to the directory on the door.

PART 3- EXECUTION

3.01 FACTORY TEST AND INSPECTION

Each item of equipment shall be shop-assembled and tested in accordance with the manufacturer's standard procedure, monitoring and control devices shall be functionally tested to verify correct operation and that all parts function properly.

3.02 INSTALLATION AND TESTING

- A. The Contractor shall install all lighting fixtures, lamps, switches, receptacles, and associated supports and fittings, conduit, boxes, wiring and grounding conductors as specified, and in accordance with the manufacturer's instructions and recommendations.
- B. All fixtures shall be aligned and directed so as to illuminate the desired area properly. Fixtures shall be directly and rigidly mounted on their supporting structures. The conduit system shall not be used to support fixtures except where specifically shown on the Drawings.
- C. Lighting fixtures specified are to be flush mounted, shall not be fastened directly to steel but shall be spaced away by means of one inch galvanized metal channels or spacers.
- D. All lighting fixtures shall be directly grounded to the equipment grounding system by bonding the grounded conduit

LIGHTING EQUIPMENT

system to the non-current carrying metal enclosure. Grounding type lock-nuts or conduit bushings shall be used.

- E. After installation, the complete lighting system shall be given adequate field visual and functional tests, witnessed by the Owner's Representative, to demonstrate that the requirements of the Specifications and Drawings have been met and that the performance of the system is satisfactory. Three certified copies of the field tests shall be furnished to the Owner's Representative.

3.03 PAINING

- A. All equipment specified in this Section shall be shop-painted with the manufacture's standard finish. All equipment specified in this Section shall be field painted in accordance with Section 09 91 13.
- B. The Contractor shall be responsible for coordination of compatibility between the manufacturer's standard finish and the field paint specified.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made of the Work specified in this Section.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the lump sum prices for the below listed Items, in the Schedule of Prices:

26 56 00/01, Lighting Equipment

- B. This price shall be full compensation for furnishing and installing all materials; and for all preparation; and for all labor, equipment, tools, and incidentals necessary for the Work as required by the Specifications and Drawings. Payment for excavation and backfill required for installation shall be included in the prices bid for these Items as they pertain.
- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

SCADA SYSTEM MODIFICATIONS

SECTION 27 51 25

PART 1- GENERAL

1.01 SCOPE

A. Description

This section covers the instrumentation and control equipment upgrades, together with related accessories to be furnished, installed, programmed and tested as shown on the Drawings and as specified herein. All piping, conduits, wiring, fittings, connectors, supports and anchors, where required shall be included under this Section of Work.

B. Related Work

1. Division 26 - Electrical.
2. Other Sections as specified herein.

1.02 QUALITY ASSURANCE

A. Acceptable Manufacturers

1. SCADA modifications shall be performed by City's preferred System Integrator, Tri-R Systems. No exceptions. The contact person for Tri-R Systems is Timothy Smith, E-Mail: tsmith@tri-rsystems.com, Phone: (815) 787-0830.

B. Applicable Standards, Codes and Permits

All Work performed and all materials furnished or otherwise used shall be in accordance with the National Electric Code, the National Electrical Safety Code, and applicable local regulations and ordinances. Where required by applicable codes, materials and equipment shall be listed by Underwriters' Laboratories or other testing organizations acceptable to the governing authority. The Contractor shall, at his/her own expense, arrange for and obtain all necessary permits, inspections, and approvals by the proper authorities in local jurisdiction of such Work.

C. Coordination

Instrument and control systems shall be designed and coordinated for proper operation with related equipment and materials furnished by other suppliers under other Sections of these Specifications, and where applicable, to

SCADA SYSTEM MODIFICATIONS

related existing equipment. All instruments and control devices shall be applied in full conformity with the drawings, specifications, engineering data, instructions, and recommendations of the instrument or device manufacturer and the related equipment manufacturer.

Review of drawings submitted prior to the final determination of related equipment shall not relieve the Contractor from supplying systems in full compliance with the specific requirements of the related equipment.

Related equipment and materials may include, but will not be limited to, pump controls, supervisory control equipment, telemetry, flow meter, conduit, cable, and piping as described/specified in other Sections of these Specifications all as associated with this Project.

Installation drawings shall be prepared for interconnecting wiring and piping between the related equipment and the equipment furnished under this Section. All interconnecting wiring shall be appropriate for the service and shall result in a properly functioning system.

Coordination with other sub-contractors and/or Owner designated contractors, and supervision of installation shall be provided by the Contractor as required during construction.

1.03 SUBMITTALS

The Contractor shall submit to the Owner's Representative for review detailed shop drawings, product specifications and descriptions, including control schematic diagrams, internal wiring diagrams, interconnecting wiring diagrams, sample screen displays, together with instruction manuals, installation instructions, operating and maintenance manuals and field check-out, start-up and testing procedures as specified in Section 01 33 00 for all equipment furnished.

1.04 MATERIAL DELIVERY, STORAGE AND HANDLING

It is anticipated that no new equipment will be needed for this work. The work will be programming existing SCADA equipment only.

PART 2- PRODUCTS

2.01 GENERAL

A. All materials and equipment shall conform to the

SCADA SYSTEM MODIFICATIONS

specifications listed below and shall be equal to the products listed below by brand name and catalog number. Identification symbols and nomenclature where used in this Section are the same as those shown on the Drawings. Paragraphs of these Specifications describing the requirements for a single item of equipment shall apply equally to all identical items of equipment to be furnished.

2.02 DESCRIPTION/OPERATIONAL AND PERFORMANCE REQUIREMENTS

The purpose of this coordination and any required modifications so the Village can take the standpipe and related pumps and VFD's out of service and to perform the necessary work and coordination to bring the standpipe and pump station back in line after all work is complete.

The SCADA pump control logic shall use station flow meter signals, local pressure sensing and VFD current sensing as self-checks for normal operating conditions.

The SCADA system pump logic control shall provide for operation during and after a utility power failure, station transfer to emergency power and return to normal utility power.

2.03 INSTRUMENTATION

Instrumentation shall consist of existing primary sensing elements and transmitters for pressure sensing. Sensors and transmitters should be existing at locations indicated on the Drawings.

PART 3- EXECUTION

3.01 FACTORY TEST AND INSPECTION

Not applicable.

3.02 INSTALLATION AND TESTING

A. General

The programming shall be installed as shown on the Drawings and in accordance with the manufacturer's instructions and recommended best practices. All necessary fittings, connectors, supports, anchors and other items required for installation and testing shall be furnished. All items of equipment shall be operated, adjusted and tested for proper performance in accordance with the manufacturer's recommended test procedure.

SCADA SYSTEM MODIFICATIONS

B. Instrumentation Installation

The instrumentation equipment shall be installed by the Contractor or his/her subcontractors. The services of the System Integrator's technical representative shall be provided as necessary to calibrate, test and advise others of procedures for installation, adjustment and operation of equipment, devices, components, etc. all in accordance with the requirements of other Sections of the Specifications. System Supplier shall be responsible for performing any and all software engineering and programming/calibrating required by these Specifications and as directed by the Owner to provide a complete and operational installation. The System Integrator's technical representative shall be factory-trained and shall perform all necessary coordination to check-out, start-up and place into operation the water works facilities as well as instruct Owner personnel in the control and operation of the herein specified equipment.

Installation of instrumentation equipment shall be in accordance with the following:

1. Field Wiring. Field wiring materials and installation shall conform to the requirements of the electrical Sections.
2. Field Piping. Field piping materials and installation shall conform to the requirements of the piping Sections.
3. Field-Mounted Instruments. Instruments shall be mounted so that they may be readily approached and easily serviced and so that all appurtenant devices may be easily operated. Installation details for some instruments are indicated on the Drawings. Unless otherwise indicated on the Drawings, instruments which include local indicators shall be mounted so that the indicator is approximately 5'-0" above the floor. Indicators shall be oriented for ease of viewing. Transmitters shall be mounted on corrosion-resistant pipe supports suitable for floor, wall or bracket mounting.
4. Field Calibration. A technical representative of the System Supplier shall calibrate each instrument and shall provide a written calibration report for each instrument indicating the results and final tuning adjustment settings. Instrument calibration shall be accomplished prior to a checkout of the operation of the system. Field calibration work shall also include

SCADA SYSTEM MODIFICATIONS

any and all necessary software modification required.

5. Systems Check. A technical representative of the System Integrator shall participate in the checkout of the control systems. If interrelated devices furnished by other suppliers, such as valve actuators, and/or motor controls, do not perform properly when placed in service, the technical representative shall use suitable test equipment to introduce a simulated signal to verify or measure signals from those devices as may be required to locate the source of trouble or malfunction. A written report stating the results of such tests shall be furnished, if requested by the Owner's Representative, as necessary to assign responsibility for corrective measures.

C. Customer Training

The Contractor shall employ the services of the Village's System Integrator, Automatic Control Services, to provide a qualified representative at the job site to train the Owner's personnel in operating and maintaining the equipment. The representative shall be a skilled, factory-trained technician capable of providing services to supervise and inspect the installation and start-up operation of all systems, as well as to instruct Owner's operating personnel in the operation and maintenance of the equipment. The training session shall include a technical explanation of the equipment and an actual hands-on demonstration. The training session shall consist of one 8 hour working day, and the schedule shall be arranged and coordinated with the Owner.

3.03 PAINTING

All equipment specified in this Section shall be shop painted with the manufacturer's standard finish.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the contract lump sum prices for the below listed Items in the Schedule of Prices:

SCADA SYSTEM MODIFICATIONS

27 51 25/01; Modifications to Existing SCADA System

- B. These prices shall be full compensation for furnishing all materials; for all preparation/installation/programming, and placing of the materials; and for all labor, equipment, tools and incidentals necessary to complete these items for instrumentation equipment installation as shown on the Drawings.
- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

GENERAL PROVISIONS FOR MECHANICAL WORK

SECTION 33 05 50

PART 1- GENERAL

1.01 SCOPE

- A. This Section describes the general provisions for the Work to be performed under Division 26 - Electrical, where applicable. The Contractor shall comply with these general provisions and shall perform all Work in accordance with the Specifications contained in this Section, as supplemented by Specifications in related Sections, and as shown on the Drawings. Related electrical work shall be performed in accordance with the applicable provisions of Division 26.

- B. The following specifies the minimum general requirements for the furnishing, installation and testing of the materials and equipment. Additional details of items furnished and installation and testing procedures are specified under individual Sections of the Specifications.

- C. The Contractor shall provide all necessary coordination between the suppliers of the specified equipment so as to provide a well-designed and satisfactory operating facility to the Owner. The Contractor is advised that these Specifications are not intended to cover every and all details of the Work. In case(s) where details related to the specified Work are not covered by these Specifications, it shall be the responsibility of the Contractor to include and execute such coordination and Work at no additional cost to the Owner.

1.02 QUALITY ASSURANCE

- A. Acceptable Manufacturers and Equipment Suppliers.

Acceptable manufacturers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or equal" whether such words are shown or not. The Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. Such offers must be in accordance with the hereinafter specified requirements. The burden of proof as to comparative quality and suitability of alternatives shall be upon the Contractor. Specified items are preferred. After acceptance of Bid, no substitutions

GENERAL PROVISIONS FOR MECHANICAL WORK

will be allowed, except as stated in the Bid. (Exception: Where Specifications indicate "No Substitutions Allowed" the Contractor shall provide the designated manufacturers equipment without exception.)

B. Applicable Standards

Systems as installed by the Contractor shall be in accordance with all applicable Specifications included in these Contract Documents and shall conform to State, Federal and/or Local codes and regulations. Any conflicts between Drawings or Specifications or applicable codes regulations and/or authorities having jurisdiction, shall be brought immediately to the Owner's attention. In such cases, the more stringent requirements or design practices shall govern and shall be complied with, without any extra cost to the Owner.

C. Field Verification

The Contractor shall verify field conditions, measurements and dimensions so as to assure that all items of equipment shall fit properly and be suitable for the field conditions.

D. Proposed Substitute Equipment

Comply with requirements of Section 01 33 00.

1.03 SUBMITTALS

A. General

The Contractor shall comply with the requirements specified in Section 01 33 00 - Submittals, and as specified herein.

B. Materials

1. The Contractor shall submit lists of material, equipment, apparatus, and accessories intended for use.
2. The Contractor shall include with all submittals all physical and performance data, including materials, manufacturer's names, model numbers, weights, sizes, capacities, temperatures, pressures, flow rates, performance curves, electrical ratings, finishes, colors, dimensions, accessories, and all other data required to completely describe the equipment and to indicate compliance with the Specifications.

GENERAL PROVISIONS FOR MECHANICAL WORK

C. Shop Drawings and Testing Procedures

1. The Contractor shall submit for review dimensioned outline shop drawings showing the general arrangement of the equipment to be furnished, in accordance with the specified submittal schedule, and/or as otherwise specified herein.
2. Before proceeding with the manufacture of the equipment, the Contractor shall submit for review general assembly shop drawings, subassembly shop drawings, detail shop drawings, calculations, design data, catalog cuts and similar engineering documents required to demonstrate fully that all parts will conform to the provisions and intent of the Specifications and to the requirements of their installation, operation, and maintenance. These shop drawings shall show all necessary dimensions and fabrication details, including the design of welded and bolted joint connections, tolerances of fits and clearances, and all field joints and subassemblies in which the Contractor proposes to ship the equipment. Design criteria, calculations, and detailed specifications, shall be submitted for the design of all major components and for other features or details when requested.
3. All submittals by the Contractor shall be certified by the respective equipment manufacturer.
4. The Contractor shall submit complete full-line wiring diagrams covering all equipment furnished. The Contractor shall furnish shop drawings of switch developments for all instrument and control switches and internal connection diagrams for all instruments, relays, regulators, etc. The Owner's Representative will return one print of each wiring diagram on which will be marked the wire notations and cable numbers for outgoing circuits where this information is not otherwise available to the Contractor. The Contractor shall add this information to his shop drawings. Adequate space shall be allowed on the wiring diagrams to accomplish this.
5. Shop drawings shall include electrical devices, accessories and wiring furnished as component parts of mechanical equipment and shall show arrangement and dimensions.
6. The Contractor shall prepare and submit shop drawings for all work areas, indicating solutions to space

GENERAL PROVISIONS FOR MECHANICAL WORK

problems and coordination with requirements in other Sections. These shop drawings, as a requirement of this Division, shall indicate superimposed items of all Divisions and Sections involved in congested areas, including, but not limited to, piping, structural work, electrical work and ceiling work.

7. Protocol of all shop and field testing procedures shall be submitted. In addition and prior to conducting testing activities at the site, the Contractor shall prepare a test program, showing the sequence of work required for specified tests. This program shall be in the form of a plan drawing to the extent practical and shall be exclusive of all other plans and schedules required under this Contract. This program shall be supplemental by sketches, text, bar diagrams, showing the sequence of work required for testing.

D. Operating and Maintenance Manuals

1. Upon completion of the Work, the Contractor shall furnish to the Owner six (6) complete sets of operating instructions, maintenance instructions, parts lists, and all other bulletins and brochures pertinent to the operation and maintenance of the mechanical equipment and systems provided.
2. The operating and maintenance manuals shall be bound in durable binders, labeled to correspond with all mechanical systems shown or specified, and indexed into sections such as, but not limited to, the following:
 - a) A chart tabulating all types of pipe and pipe fittings, valves and piping specialties installed in each system.
 - b) Manufacturer's brochures, including names, addresses and telephone numbers, for all items installed in each system. Identify items by item number shown on the Contract Documents. Reference the manufacturer's part or model number and the system in which it is installed.
 - c) All major equipment such as pumps, valves, compressors and related equipment, including shop drawings.
 - d) Lubrication charts for equipment requiring lubrication, listing each item of equipment,

GENERAL PROVISIONS FOR MECHANICAL WORK

proper lubricant and dates lubricated, and a lubrication schedule.

- e) List of consumable items, parts, and supplies, with applicable price lists.

E. Certificates

At the completion of the construction, the Contractor shall submit, to the Owner's Representative for review, written certification that all mechanical systems have been tested, and that the installation and performance of these systems conform to the requirements of the Specifications.

1.04 WARRANTY

All specified equipment shall be warrantied, and shall be provided with such warranties covering all parts and labor for a periods of one (1) year from the date of Final Acceptance unless otherwise specified in subsequent Sections of these Specifications.

PART 2- PRODUCTS

2.01 GENERAL

A. Standard Products

The equipment furnished shall be standard products in production by reputable companies regularly engaged in the manufacture of high-quality equipment of the type specified. Similar equipment shall have been in satisfactory and successful operation for a period of at least two years. All parts of the specified equipment shall be so designed as to be especially adapted for the service required and shall be proportioned, enclosed, or guarded as to have ample and liberal strength and stability to withstand, without damage, the stresses to which they may be subjected during erection or operation. The component parts of duplicate items shall be fabricated on a principle of interchangeability to facilitate ready replacement.

B. Materials

All materials incorporated in the equipment shall be new and of first-class quality, free from injurious defects and imperfections, and of the classifications and grades designated. Materials not specifically designated herein shall be subject to the review of the Owner's Representative and shall be suitable for the purpose intended.

GENERAL PROVISIONS FOR MECHANICAL WORK

2.02 RATINGS

The sizes, ratings, capacities, and performance characteristics of various specified items of equipment and devices are based on currently available standard products, which are available through United States manufacturers and/or suppliers. In no case shall the size, rating, capacity or performance characteristic be less than that specified unless approved in writing by the Owner. Ratings and performance characteristics, where applicable, of various devices and items of equipment are specified in respective Sections of these Specifications. All electrical components of mechanical equipment shall be UL rated.

2.03 DETAILS OF CONSTRUCTION

A. Nameplates

Each item of manufactured equipment furnished under the Specifications shall have a permanent nameplate affixed thereto in a readily visible place, showing the serial number, the name and address of the manufacturer, rated capacity, speed, electrical characteristics, and other pertinent data, as applicable and as specified herein after. Nameplates of distributing agents alone will not be acceptable.

B. Samples

The Contractor shall furnish to the Owner's Representative for review, when requested or required by the Specifications, samples of all materials and finishes to be used in the execution of the Work. Such samples shall be submitted before the Work is commenced and in ample time to permit examination thereof. All materials furnished and finishes applied shall be fully equal to the reviewed samples found to be acceptable.

C. Loose Parts

All loose parts, spare parts, fasteners, anchor bolts and other non-attached pieces shall be properly tagged. A loose parts list shall accompany the equipment to identify loose parts.

D. Lifting Provisions

Equipment shall be equipped with adequate provisions for lifting, such as, lifting lugs, threaded holes for removable eyebolts, holes for sling passage, etc. to

GENERAL PROVISIONS FOR MECHANICAL WORK

facilitate initial placement and future moving. All items such as, but not limited to, lifting beams, slings and other devices necessary for handling during placement and/or removal of the equipment shall be provided by the Contractor and shall remain the property of the Owner.

E. Anchor Bolts

Anchor bolts, nuts and washers shall be adequate for the intended use. Each anchor bolt shall be furnished with all required flat washers, lock washers and nuts. Anchor bolts shall be furnished by the Contractor as a part of each piece of equipment.

F. Spare Parts

(As specified in subsequent Sections of these Specifications.)

G. Guards

All rotating equipment such as but not limited to belt and chain drives, exposed gearing and shafting and flywheels, clutches, fan blades, stub shafts, couplings, etc. shall be completely guarded from all directions. Guards shall enclose the top, bottom ends, front and back of the drive assembly to prevent access to the danger zone during equipment operation. All guards shall be checked for proper running clearances and adjusted as required.

2.04 RELATED ELECTRICAL FEATURES OF MECHANICAL EQUIPMENT

A. General

Electrical equipment shall conform to NEC, UL, ANSI, and NEMA Standards. The installed equipment shall conform to ANSI-C1, "National Electrical Code", considering the atmospheric and climatic conditions and the elevation at the project site.

B. Wiring and Conduit

Wiring of the control panels and component parts shall be in accordance with the applicable requirements of Division 26.

GENERAL PROVISIONS FOR MECHANICAL WORK

PART 3- EXECUTION

3.00 FABRICATION AND WORKMANSHIP

A. General

Like parts and spare parts shall be interchangeable wherever possible. Surface finish of machined parts shall be adequate for their functional requirements. Machining of fits on renewable parts shall be accurate and to specified dimensions so that replacements made to drawing sizes may be readily installed. All work shall be done by workers skilled in their various trades and completed in a thorough manner following the best modern practices.

During erection the Contractor shall take the necessary precautions to prevent foreign objects or dirt from entering piping or equipment. All openings in equipment shall remain closed and protected during installation until ready for make-up of pipe connections or matching of sectionalized equipment. Damaged covers shall be repaired or replaced immediately to protect the interior of piping or equipment against weather or other contamination.

B. Electric Welding

1. Minimum Weld Requirements

All welds shall be made continuous. The minimum size of fillet welds shall be 1/4 inch. All butt welds shall be full penetration welds welded from both sides.

2. Preparation of Base Material

Members to be joined by welding shall be cut to shape and size by mechanical means such as shearing, machining, grinding, or by gas or arc cutting, to suit the conditions. Design of welded joints and selection of weld filler metal shall allow thorough penetration and good fusion of the weld with the base metal. The edges of surfaces to be welded shall be sound metal free of visible defects, such as lamination or defects caused by cutting operations, and free from rust, oil, grease, and other foreign matter.

3. Weld Finish

Welds shall in general be treated so that they will display good appearance and a surface suitable for

GENERAL PROVISIONS FOR MECHANICAL WORK

painting. Structure welds shall be ground and blended to avoid stress raisers. All welds which required nondestructive examinations shall be dressed by chipping and grinding as required for good interpretation by the selected weld examination methods.

4. Welding Qualifications

The qualification of welding procedures, welders, and welding operators for all welding including weld repairs, shall conform to the AWS D1.1, "Structural Welding Code". Contractor shall furnish the facilities, all equipment, materials and other articles required to perform qualification tests of his welders and welding operators. Certificates of welders' qualifications shall be submitted when requested.

5. Technique of Welding

The technique of welding, the appearance and quality of the welds, and the methods used in correcting defective work shall conform to the AWS D1.1, "Structural Welding Code". Special care shall be taken to avoid undercuts along the seams or warping of the structure. If undercuts appear along the welds, they shall be filled using a small diameter electrode of the same composition as the original electrode.

C. Fabrication of Structural Steel

1. If straightening is necessary, it shall be done by methods that will not injure the metal. Sharp kinks or bends will be cause for rejection of the material. Shearing and cutting shall be carefully performed, and all portions of the Work which will be exposed to view after completion shall be neatly finished.
2. Design and fabrication of structural parts shall conform to the applicable provisions of the AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings", of the AISC "Code of Standard Practice for Steel Buildings and Bridges".

D. Machine Work

1. General

All tolerances, allowances, and gauges for metal fits

GENERAL PROVISIONS FOR MECHANICAL WORK

between plain (non-threaded) cylindrical parts shall conform to ANSI-B4.1, "Preferred Limits and Fits for Cylindrical Parts", for the class of fit as shown or otherwise required. Sufficient machining stock shall be allowed on parts to be machined to insure true surfaces of solid materials. Finished contact or bearing surfaces shall be true and exact to secure full contact. Journal and sliding surfaces shall be polished, and all surfaces shall be finished with sufficient smoothness and accuracy to insure proper operation when assembled. All drilled holes for bolts which are intended to match other drilled holes shall be accurately located and drilled from templates. No machining shall be done on working surfaces of "Lubrite" bushings or washers.

2. Finished Surfaces

All surfaces that are indicated on the Drawings or those that require machining for their intended function, or those that are usually machined according to good workshop practice shall be machined. Surface finish qualities shall be adequate for the intended use and shall be indicated on the Contractor's drawings and shall be in accordance with ANSI-B46.1, "Surface Texture". Compliance with specified surface will be determined by sense of feel and by visual inspection of the Work compared to standard roughness specimens, in accordance with the provisions of ANSI B46.1.

3. Unfinished Surfaces

So far as practicable, all Work shall be laid out to secure proper matching of adjoining unfinished surfaces. Where there is a large discrepancy between adjoining unfinished surfaces they shall be chipped and ground smooth, or machined, to secure proper alignment. Unfinished surfaces shall be true to the lines and dimensions shown on the Drawings and shall be chipped or ground free of all projections and rough spots. Depressions or holes not affecting the strength or usefulness of the parts may be filled in an approved manner. Corrosion resistant steel seal plates shall have all surfaces thoroughly cleaned and those in contact with seals shall have a smooth and even surface.

4. Pins and Pin Holes

Pin holes shall be bored true to gauges, smooth and

GENERAL PROVISIONS FOR MECHANICAL WORK

straight, and at right angles to the axis of the member. The boring shall be done after the member is securely fastened in position.

5. Protection of Machined Surfaces

a. Machine-finished surfaces shall be thoroughly cleaned of foreign matter. Finished surfaces of large parts and other delicate surfaces shall be protected with wooden pads or other suitable means. Unassembled pins and bolts shall be oiled and wrapped with moisture resistant paper or protected by other means in keeping with good engineering practice.

b. Finished surfaces of ferrous metals to be in bolted contact shall be washed with a rust inhibitor and given one thin coat of Tung oil.

E. Lubrication

Solvents shall not be used on "Lubrite" bearings. Before assembly all bearing surfaces, journals, and grease and oil grooves shall be carefully cleaned and lubricated with an approved oil or grease. After assembly each lubricating system shall be flushed and filled with an approved lubricant in accordance with the equipment manufacturer's written recommendations. "Lubrite" bearings shall not be greased and shall be assembled dry according to the manufacturer's instructions.

3.01 FACTORY TEST AND INSPECTION

A. Test of Materials. All materials or parts used in the equipment shall be tested, unless otherwise directed, in conformity with applicable methods prescribed by the ASTM, or such other organization as may be specifically required, and in general accordance with the best commercial methods. When requested, tests shall be made in the presence of the Owner's Representative. Stocked material may be used, provided evidence is furnished to the Owner's Representative to show that such material meets the requirements specified herein, in which case tests on stocked materials may be waived.

B. Test Certificates. Certified material test reports shall be furnished in triplicate to the Owner's Representative as soon as possible after the tests are made. The test certificate shall identify the component for which the material is to be used and shall contain all information necessary to verify compliance with the Specifications.

GENERAL PROVISIONS FOR MECHANICAL WORK

- C. Shop Assembly and Tests. The shop assemblies and tests specified for the various items of equipment shall be conducted. The completed shop inspection forms shall be signed by the Contractor or his representative. Copies of all shop inspection records shall be furnished to the Owner's Representative. No equipment shall be shipped from the manufacturer's shops until it has been inspected. Prior to the major shop assemblies and tests the Contractor shall submit an outline of the procedures and test he plans to demonstrate fulfillment of the requirements specified. Where witnessing of shop testing is required by these Contract Documents, the Contractor shall give sufficient notification to the Owner's Representative (as specified) so that such factory testing may be witnessed. Costs which may be incurred by the Owner's Representative directly related to witnessing of shop tests (such as travel and lodging) will be the responsibility of the Owner. All other costs related to shop testing shall be considered incidental to the items of Work to which they pertain and shall be included in the lump sum price of the specified equipment.

3.02 INSTALLATION AND TESTING

- A. Receiving, Handling and Storage. The Contractor shall be responsible for the receiving, handling and storing of all materials and equipment required for the Work. Installation and maintenance instructions shall accompany all equipment delivered to site. All materials and equipment shall be stored to protect them from the weather and injury prior to installation. Damaged materials and equipment shall not be installed.
- B. Installation. The equipment shall be installed as shown on the Drawings and in accordance with the manufacturer's instructions and recommended best practices. All equipment shall be installed in a neat, accurate and workmanlike manner. Equipment shall be set level, true to line, at correct elevation and in proper orientation as shown on the Drawings. Equipment set on concrete foundations shall be properly grouted (with non-shrink grout) in such a manner to eliminate any voids which may be present under the base. Where shims are used and where shims are not removed after the grout sets, care shall be taken to totally cover any exposed surface areas which may result in a void. All necessary shims, grout, anchor bolts, and other items required for installation shall be furnished by the Contractor. In addition, certain anchor bolts when supplied by equipment suppliers shall be installed by the Contractor. The Contractor shall inspect all materials and equipment delivered to the site to assure

GENERAL PROVISIONS FOR MECHANICAL WORK

compliance with the associated reviewed shop drawings. If the Contractor discovers any defect in material or equipment, he shall notify the Owner's Representative immediately. Any Work performed by the Contractor after such discovery, until authorized in writing by the Owner's Representative, will be done at the Contractor's risk and the cost of correcting such work shall be borne by the Contractor. In addition, any material or equipment installed by the Contractor prior to the completion of the Owner's Representative's review, will be done at the Contractor's risk and the cost of correcting such work shall be borne by the Contractor. Where trenching, excavation, backfilling and/or concreting is required for the equipment installation the Contractor shall perform such activities in accordance with the applicable requirements of IDOT Standard Specifications.

C. Adjustments/Alignment/Leveling. The Contractor shall perform all adjustment, fitting, cleaning and calibration of components to be incorporated into the Work to assure correct operation and workmanlike installation. As minimum requirements the Contractor shall provide/comply with the following:

1. Mild carbon steel leveling plates or smooth-troweled surfaces shall be provided at all anchor bolts in concrete bases as required for leveling.
2. All equipment, unless furnished with leveling screws or otherwise specified, shall be leveled with stainless steel shims at each anchor bolt, shim on both sides of each bolt, and at intermediate points as required to prevent distortion of the equipment. Shims shall have square cut edges, not trimmed or sheared, and shall be of varying thickness to minimize the number of shims required.
3. Rotating mechanical equipment shall be set, leveled, aligned, and inspected with precision tools such as steel straight edge, dial indicator, graduated levels, transit, etc. The alignment shall be accomplished prior to making-up any piping flange connections. After units have been aligned, the piping flange bolts shall be tightened. Sufficient alignment checks shall be made to verify that there is no load or strain on the installed equipment and that the drive shaft and the driven shaft are within the manufacturer's specified tolerances for alignment.

GENERAL PROVISIONS FOR MECHANICAL WORK

4. Electric motors shall be checked for correct direction of rotation prior to connection to driven equipment.

D. Field Testing. All necessary piping, pipe closures, gates, meters, valves, and other test equipment required for testing shall be furnished by the Contractor. All items of equipment shall be operated, adjusted and tested for proper performance in accordance with the manufacturer's recommended test procedure, and as otherwise specified herein. Before final grouting of equipment is done, after alignment is completed, and before any final performance tests are made, the Contractor shall notify the Owner's Representative so that such alignment may be inspected and tests may be witnessed by the Owner's Representative.

The Contractor shall then test, operate and calibrate as necessary to demonstrate proper performance of the equipment in the presence of the Owner's Representative. Should it become necessary for any items of equipment to be retested, the Contractor shall perform all necessary Work, including removal, repair or replacing, reinstallation and retesting of the defective equipment. The Contractor will not be reimbursed for the cost of such Work associated with the retesting of defective equipment, if the defect was due to the Contractor's negligence or lack of workmanship.

E. Maintenance and Operation of Equipment and Materials. All equipment and appurtenances installed shall be provided with proper oil and lubricants by the Contractor before being placed in operation. All permanent equipment furnished under these Specifications shall be properly maintained and operated by the Contractor until the Work is accepted by the Owner.

F. Field Check-Out and Start-Up Procedure. The Contractor shall complete all new Work to the maximum extent possible before making actual tie-in and final connection to existing systems. Tie-ins requiring cutting and patching shall be performed in accordance with applicable requirements, best recommended procedures and as specified herein. No tie-in shall be made until authorized by the Owner. The Contractor shall advise the Owner in sufficient time (minimum 24 hours) to arrange for proper coordination with Existing Systems and scheduled cut-ins and tie-ins.

3.03 PAINTING

A. All equipment shall be shop-primed and painted in accordance with Section 09900 and/or as specified in

GENERAL PROVISIONS FOR MECHANICAL WORK

subsequent Sections of these Specifications. All equipment shall be field-painted in accordance with Section 09900 and/or as specified in subsequent Sections of these Specifications.

- B. The Contractor shall be responsible for coordination of the compatibility between the manufacturer's standard finish and field-paint specified.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for Work specified in this Section. All costs for such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

APPENDIX 1

PREVAILING WAGE ORDINANCE

[TO BE SUPPLIED BY OWNER]

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-2048

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

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

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

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to adopt this Resolution;

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

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

SECTION 2. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of September 2017, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department’s September 2017 determination and apply to any and all public works construction undertaken by the Village.

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

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

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

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

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

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

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

SECTION 9. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 1st day of May, 2018.


AYES: Trustees Patel, Cope, Ikezoe-Halevi, Hlepas Nickell, Spino, Sugarman

NAYS: None

ABSENT: None

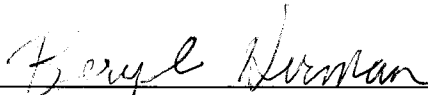
ABSTENTION: None

APPROVED by me this 1st day of May, 2018.



Barry Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
1st day of May, 2018



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Era Valdivia Contractors, Inc. - 11909 South Avenue O Chicago, IL 60617

(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

Great American Insurance Company - 301 East Fourth Street Cincinnati, OH 45202

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Ohio, hereinafter called Surety, are held and firmly bound unto Village of Lincolnwood as Obligee, hereinafter called Owner, in the full and just sum of Ten Percent of Amount Bid Dollars (\$ 10%), 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 12/19/2018, to Owner entitled 1.5MG Standpipe Painting and Rehabilitation Project (the "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 19th day of December, 2018.

Attest/Witness:

By:

Title:

PRINCIPAL Era Valdivia Contractors, Inc.

By:

Title:

Attest/Witness:

By:

Title:

SURETY Great American Insurance Company

By:

Title:

Jeffrey S. Ciecko
Area Vice President

Stephanie C. Anderson
Attorney-In-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20195

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PETER S. FORKER	ALL OF	ALL
JEFFREY S. CIECKO	CHICAGO, ILLINOIS	\$100,000,000
TAMMY L. WHICKER		
STEPHANIE C. ANDERSON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **21ST** day of **SEPTEMBER**, 2018

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this **21ST** day of **SEPTEMBER**, 2018, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

19th day of **December** 2018



Atty L C B
Assistant Secretary

December 13, 2018

Abel Valdivia
Era-Valdivia Contractors, Inc.
11909 South Avenue "O"
Chicago, IL 60617

RE: 1.5 MG Standpipe Painting and Rehabilitation Project for Lincolnwood, IL
CBBEL Project Number 14-0090.C1805

Dear Abel,

This letter is confirming that, per the insurance requirements received for the above project, we assert that with your current insurance program, as well as coverage available in the general marketplace, we anticipate being able to provide a Certificate of Insurance for the coverage mentioned should you be awarded the bid.

If there are any questions, you may have any individuals contact me directly.

Thank you for this opportunity to be of service.

Regards,

Sincerely,



MICHAEL A. DOERING II, CIC, CLCS, CISR
Assurance | Senior Account Manager
111 North Canal Street | Suite 550 | Chicago, IL 60606
mdoering@assuranceagency.com



December 14, 2018

RE: Era Valdivia Contractors, Inc.
Surety Letter

To Whom It May Concern:

Please be advised that we are the bonding agent for the above captioned contractor. Era Valdivia Contractors, Inc. obtains there bonds through Great American Insurance Company. As stated in the A.M. Best Rating Guide, Great American Insurance Company has a rating of A+ XV. We have had the privilege of providing bonds for this fine organization since 2004.

During that time, management has always demonstrated a history of successful operations and an ability to handle medium to large size projects. Currently we have a bond program of \$15,000,000 single / \$25,000,000 aggregate.

Era Valdivia Contractors, Inc. is a highly regarded and valued client of ours. Accordingly we would anticipate no difficulty in providing any performance and payment bonds required on forms provided by, or otherwise acceptable to, owner, upon award of the Contract.

You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between Era Valdivia Contracotors, Inc. and Great American Insurance Companies and is subject to our underwriting of the project, contract terms, and financial information at the time of the request.

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie C. Anderson".

Stephanie C. Anderson
Attorney-In-Fact
Great American Insurance Company

United States Department of Labor
Bureau of Apprenticeship and Training

Certificate of Registration

CHICAGO AREA PAINTING & DECORATING JOINT APPRENTICESHIP & TRAINING COMMITTEE
CHICAGO, ILLINOIS

FOR THE TRADE OF: PAINTER

*Registered, as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Registered: MARCH 6, 1942
Revised: APRIL 18, 1984
DATE

11-012-0062
REGISTRATION NO.



SECRETARY OF LABOR

Est. Davis

Thomas V. Hogue

DIRECTOR, BUREAU OF APPRENTICESHIP AND TRAINING

ADDENDUM NO. 1

December 10, 2018

To:

Contract Documents Entitled
1.5 Million Gallon Standpipe Rehabilitation

For:

Village of Lincolnwood

Prepared By:

Christopher B. Burke Engineering, Ltd.
(CBBEL Project No. 14-0090.C1803)

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum in Section 00 41 43 of the Bidding Documents and by returning the attached acknowledgement of receipt of Addendum form by email to ghennelly@cbbel.com. Failure to do so may subject Bidder to disqualification:

Addendum No. 1 consists of the following changes and clarifications:

1. See the attached Pre-Bid Meeting attendance sheet.
2. Change Specification Section 09 91 13-2 to read: "The following manufacturers are named herein (under Protective Coating Systems) and approved for use. Contractor shall use the product(s) of two paint product manufacturers. Products listed herein are that of Tnemec Co. and Sherwin Williams Co."

The Contractor shall identify the paint coating system that they have based their bid price on in the Bid Form on Page 00 41 43-4, under the Exceptions and Deviations section. The product data sheets are included in this Addendum. Please contact Mr. Don Berry of Sherwin Williams at:

Email: don.berry@sherwin.com
Phone: (312) 957-0250
Cell: (312) 590-5744

END OF ADDENDUM NO. 1


Village of Lincolnwood

1.5 Million Gallon Standpipe Rehabilitation
(CBBEL Project No. 140090.C1803)

ADDENDUM NO. 1

I acknowledge the receipt of Addendum No. 1 for the above referenced project:

Signed:


Name
ERA-VALDIVIA CONT. INC.
Name of Company
12-11-18
Date

GAH/pjb

N:\LINCOLNWOOD\140090\C1803\Admin\A1.121018.docx

CONTRACT DOCUMENTS
FOR
1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT
FOR
LINCOLNWOOD, IL

BID SUBMITTED BY

Era-Valdivia Contractors, Inc.

COMPANY NAME

11909 South Avenue O, Chicago, IL 60617

STREET ADDRESS

December 19, 2018

DATE

CBBEL PROJECT NO. 14-0090.C1805

FOR BID

BID DUE DECEMBER 19, 2018 (BEFORE 10:30 A.M. LOCAL TIME)

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE

1.5 MG STANDPIPE PAINTING AND REHABILITATION PROJECT

BIDDER'S PROPOSAL

Full Name of Bidder Era-Valdivia Contractors, Inc. ("Bidder")

Principal Office Address 11909 South Avenue O, Chicago, IL 60617

Local Office Address _____

Contact Person Greg Bairaktaris - PM/EST Telephone 773-721-9350

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

Attention: Andrew Letson, Director of Public Works

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

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

1. Work Proposal

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

PROPOSAL

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

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

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

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section I above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("*Price Proposal*"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

B. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

BASE BID

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
05 50 00/01	Continuous Seal Weld Repairs	LIN FT	100	\$ 50. ⁰⁰	\$ 5,000. ⁰⁰
05 50 00/02	Interior Pit Weld Repairs	EACH	50	\$ 30. ⁰⁰	\$ 1,500. ⁰⁰
05 52 13/01	Remove and Replace Existing Roof Vent	LSUM	1	\$	\$ 8,000. ⁰⁰

PROPOSAL

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
05 52 13/02	Installation of New Painters Rail, Safety Grabs and Rigging Couplings	LSUM	1	\$ 10,000.00	\$ 10,000.00
05 52 13/03	Installation of New Fall Protection Devices	LSUM	1	\$ 7,000.00	\$ 7,000.00
05 52 13/04	Repair and Replace Existing Pilaster Lighting	LSUM	1	\$ 7,000.00	\$ 7,000.00
05 52 13/05	Remove and Replace Existing Manway Hatch at Base of Tank	LSUM	1	\$ 12,000.00	\$ 12,000.00
09 91 13/01	Interior Wet Surfaces; all surface preparation, priming and painting	LSUM	1	\$ 310,000.00	\$ 310,000.00
09 91 13/02	Exterior Surfaces; all surface preparation, priming and painting	LSUM	1	\$ 320,000.00	\$ 320,000.00
09 91 13/03	Interior Dry Surfaces; all surface preparation, priming, and painting	LSUM	1	\$ 70,000.00	\$ 70,000.00
09 91 13/04	Full Containment as required	LSUM	1	\$ 80,000.00	\$ 80,000.00
09 91 13/05	Proper and Legal Disposal of Paint Chips/Flakes and Other Debris	LSUM	1	\$ 5,000.00	\$ 5,000.00
26 42 00/01	Remove and Reinstall Existing Cathodic Protection	LSUM	1	\$ 6,000.00	\$ 6,000.00
26 42 00/02	Continuation of Service Agreement	LSUM	1	\$ 1,000.00	\$ 1,000.00
26 56 00/01	Lighting Equipment	LSUM	1	\$ 12,000.00	\$ 12,000.00
27 51 25/01	Modifications to Existing SCADA System	LSUM	1	\$ 5,600.00	\$ 5,600.00

TOTAL BASE BID PRICE:
Eight Hundred Sixty Thousand *one* Hundred
 Dollars and *No* Cents
 (in writing) (in writing)

860,100. Dollars and *00* Cents
 (in figures) (in figures)

PROPOSAL

ALTERNATIVE BID 1A (All Exterior Prep Painting, Containment & Welding in 2019)

Item No.	Description	Unit	Approximate Number of Units	Price Per Unit	Extension
09 91 13/02A	Exterior Surfaces; all surfaces preparation, priming and painting (Bid 1A)	LSUM	1	\$+20,000	\$+20,000.00

ALTERNATIVE BID 1B (All Interior Prep and Painting in 2020)

Item No.	Description	Unit	Approximate Number of Units	Price Per Unit	Extension
09 91 13/03A	Interior Surfaces; all surfaces preparation, priming and painting (Bid 1B)	LSUM	1	\$42,000	\$+42,000.00

ALT. 1 A

TOTAL ALTERNATIVE BID PRICE:
 Five Hundred Seventy Thousand One Hundred
 Dollars and _____ Cents
 (in writing) (in writing)
 570,100.00 Dollars and 0 Cents
 (in figures) (in figures)

ALT 1B Total: Three Hundred Fifty Two
 Thousand Three Hundred
 Dollars and _____ Cents

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
- Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
- 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,

PROPOSAL

annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

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

3. Contract Time Proposal

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

4. Firm Proposal

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

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

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

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

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

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

3. **Individual**

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

4. **Joint Venture**

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

ACKNOWLEDGEMENT

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

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

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

DATED this 19 th day of December, 2008

ATTEST:

Era-Valdivia Contractors, Inc.
Bidder

By: [Signature]
Title: Pr. Manager

By: [Signature]
Title: President

Subscribed and Sworn to
Before me this 19th day
of December, 2008.

My Commission Expires: 2-27-22

[Signature]
Notary Public



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

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
NAME OF WORK

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

Jose G. Valdivia

("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: Industrial Coating work for
potable water tanks, department of transportation bridges and municipal waste plants.

2. **Composition of Work**

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

<u>55</u> % Federal	<u>70</u> % As Contractor	<u>90</u> % Bidder's Forces
<u>40</u> % Other Public	<u>30</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>5</u> % Private		<u> </u> % 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: 31 years

WORK HISTORY STATEMENT

4. **Predecessor Organizations**

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
N/A		

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>

6. **Related Experience**

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	See attached List		
Owner Address			
Reference			
Telephone Number			
Type of Work			

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	See attached list	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this 19th day of December, 2018.

ATTEST: Era-Valdivia Contractors, Inc.
Bidder

By: [Signature] Title: Pr. Manager

By: [Signature] Title: President

Subscribed and Sworn to
Before me this 19th day
of December, 2018

[Signature]
Notary Public

My Commission Expires: 2-27-22



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

**Potable Tanks, Towers, and Similar Jobs **
Era Valdivia Contractors, Inc./Greg Bairaktaris - Protective Coating and Lining Work List**

<u>Date</u>	<u>Owner's Name & Address</u>	<u>Size of Project</u>	<u>Type of Project</u>	<u>SSPC Method</u>	<u>Contact Person & Telephone No.</u>	<u>Appx Project \$ Value</u>
2001	City of Marion IN, Water Dept/Public Works - 2 Tanks, 500 MGL Water	500 MGL	Plural Comp. Lining & Repairs	SP10/SP3	Ira Gabin - Dixon Engineering 616-374-3221	\$278,000
2001	Hines Veterans Admin. Hospital, 5th and Roosevelt Rd., Hines, IL 60641	1.0 MGL	Elevated Water Tank	SP 6 & 10	Sal Garcia, Eviropius, Inc., 847-475-0022	\$789,726
2001	City of Chicago, Water Dept., 1000 E. Ohio St., Chicago, IL 60611- South Water Purification Plant	Various Piping	Tank Steam Heat Piping		Scott Company Mechanical 3300 E. Cheltenham Pl., Chicago, IL 60649, Mike Zaradi, 773-374-6700 IL OFFICE CLOSED	\$177,457
2002	Village of LaGrange, 1300 Birks Ct., LaGrange, IL 60525	2.2 MGL	Standpipe Tank	SP 10 & 11	Ken Watkins, Dir. Of Public Works, 708-579-2326 ext 2423	\$208,446
2002	Peoples Energy Co., 130 E. Randolph Dr., Chicago, IL 60601 - N. Shore Gas Facility	30Lx6Hx10'D	16 LPG Storage Tanks	SP 6	Frank Karlin, 312-240-4230	\$104,000
2002	Metropolitan Water Reclam. Dist. Of Greater Chicago, Stickney Plant, 6001 W. Peshing, Chicago, IL 60649	2.0 MGL 110'D	20 Water Final Settling Tanks	SP 6 & 10	Babu Patel, 312-751-5120 & Lisa Kursei 708-588-4157	\$515,000
2003	Lincoln Park Polar Bear Exhibit Lining 2001 North Clark Street, Chicago, IL	Various	Sandblast and Lining	CSP 3-5	General Contractor: Benson/Rausch JV 250 S. Northwest Hwy / 312-742-2000	\$46,750
2003	Village of Palatine, 148 W. Illinois, Palatine, IL 60067-6186	3.75 MGL	Ground Storage Tank	SP 10	Baxter & Woodman, Inc./Dixon Engineering. Jim Viecek, 847-705-5200	\$240,000
2003	Village of Lombard, 225 E. Wilson Ave., Lombard, IL 60148-3931	1.00 MGL	Spheriod Water Tank & Repairs	SP 6 & 10	Tank Industry Consultants, Inc., Lee Murphy, 317-474-7952	\$475,337
2003	Resolution Performance Products, Inc., PO Box 290, Argo, IL 60201	60'Hx14'D	2 Silo Storage Tanks	SP 10	Charles Silcox, 708-788-8829	\$75,000
2003	Same & Oak Park Hospital	8,000 GL	Surge Tank	Same	Same	\$33,000
2003	Chicago Park District/Chicago Bears - Soldier Field Complex, Chicago, IL	Various Stadium Areas	Structural Steel Field Touch-ups	SP 2 & 3	Hersheyfield Steel Company Inc., PO Box 3678, San Angelo, TX, Mitchell Gehringer, 312-287-6834	\$1,000,000+
2004	Village of Metamora, IL Rt 116, Metamora, IL	200 MGL	Elevated Water Tank and Repairs	SP 10	Farnsworth Group, Joe Mikulaky, 309-663-8435	\$162,000
2004	Cook County Hospital - Oak Park Campus, Purchasing Dept., Chicago, IL	250 MGL	Elevated Water Tank	SP 6 & 10	Cecchin Plumbing & Heating, Chris Komorn, 630-918-1797	\$239,720
2004	Village of Glenview, IL 1225 Waukegan Road	Various	Glenview Water Pumping Station	SP 11	Andy Resak, Village of Glenview, 847-376-0149	\$20,000

2008 City of Huntington, IN - Briant Street Tank	1.0 MGL	Tank Painting & Repairs	SP10/SP6	City of Huntington, IN Dave Schoeff 260-356-1400	\$578,000
2008 City of Huntington, IN - River Forks tank	.500 MGL	Tank Painting & Repairs	SP10/SP11	City of Huntington, IN Dave Schoeff 260-356-1400	\$335,000
2008 City of Huntington, IN - Commercial Street Tank	.500 MGL	Tank Painting & Repairs	SP10/SP6	City of Huntington, IN Dave Schoeff 260-356-1400	330000
2008 City of Oak Forest, IL Lockwood Tank	.500 MGL	Tank Painting & Repairs	SP10/SP11	City of Oak Forest, Raymond Koenig 708-478-2090	\$218,000
2008 City of Oak Forest, IL Kilbourn Ave. Tank	.500 MGL	Tank Painting	SP10/SP11	City of Oak Forest, Raymond Koenig 708-478-2090	\$98,000
2008 City of Chicago - Jardin Water Purification Plant, Chicago, IL	Water Plant	Polyurea Lining	SP10	Rossi Contractors - Girish Machhar - 773-287-7545	\$76,000
2008 Microsoft Data Center, Northlake, IL	12 Concrete Tanks	Polyurea Lining	SP10	The Kraz Group - Tony Lee - 312-208-1849	\$280,000
2009 Village of Schaumburg, IL	5.0 MGL & Station	Polyurea Lining	SP10/SP7	Village of Schaumburg - Dept. of Public Works - Dave Varner 847-895-7100	\$240,550
2009 Village of Huntley, IL	1.0 MGL	Tank Painting	SP10/SP6	Village of Huntley Public Works - Steve Zonta 847-515-5222	\$381,000
2009 DuPage County, Green Road Tank	.250 MGL	Tank Painting	SP6/SP10	DuPage County Purchasing - Peter Costa 630-407-6200	\$169,000
2009 Alexian Stadium - Structural Steel	Various Steel	Structural Steel	SP10/SP11	Village of Schaumburg Engineering Dept. - Mike Litwin 847-923-6654	\$485,000
2009 Village of Oak Forest, IL	.500 MGL H/P	Tank Painting	SP10/SP11	Village of Oak Forest - Baxter and Woodman Ray Koenig 815-459-1260	\$157,000
2009 Village of Lansing, IL	.750 MGL	Tank Painting/Repairs	SP10/SP6	Lansing, IL -Public Works/708-895-7190	\$378,000
2009 Ameren Absorber Tank Vessel/Structural Steel	Tank Ext. Steel 10 MGL	Tank Painting	SP6	Ameren - Duck Creek IL Power Plant - Dave Crisp 847-345-1751	\$1,160,000
2010 City of Appleton, WI Accelator Basins	Tank Exter. Steel	Tank Painting	SP10	City of Appleton, WI - 920-997-4200	\$220,000
2010 Village of Olympia Fields - East/West Tank	1.0 and .750 MGL	Tank Painting	SP10/SP11	Village of Olympia Fields -Baxter and Woodman Ray Koenig 815-459-1260	\$519,000
2010 Village of Westmont, IL East/West 1. 5 MGL	1.50 and 1.50 MGL	Tank Paintin/Repairs	SP10/SP11	Village of Westmont - Baxter and Woodman Ray Koenig 815-459-1260	\$422,500
2010 City of Crystal Lake, IL - Ambutal Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	City of Crystal Lake - Dixon Engineering Tom Van Garment 414-4529-1859	\$337,000
2010 Calumet City, IL State Street Reservoir	2.5 MGL	Tank Painting/Repairs	SP10/SP6	City of Calumet City - Robinson Engineering Tom Nagle 815-806-0300	\$440,000
2010 North Chicago VA - Enviroplus Tank Painting	.400 MGL	Tank Painting/Repairs	SP10/SP11	Sal Garcia - Enviroplus, Inc. 847-475-0022	\$340,000
2010 Village of Glenwood, IL Arquilla Drive Tank	.250 MGL	Tank Painting/Repairs	SP10/SP6	Village of Glenwood Robinson Engineering Jennifer Prinz 708-331-6400	\$408,986
2010 City of Ottawa North Station Standpipe	.500 MGL	Tank Painting/Repairs	SP10/SP6	City of Ottawa IL Engineering Dept Arnie Bendstra -815-433-0161, Ext 41	\$176,000

2014 Village of Huntley - .750 Spheroid - Tower 3	.750 MGL	Tank Painting	SP6/SP10	Steve Zonta - Water Super. 847-833-7074	\$270,000
2014 MWWRDGC -13-932-22 Tanks and Deep Tunnel Various Tanks/Sr. Steel Final Tanks - 18 Tanks SP6/SP3 3 year contract - Group A, B and C				Edward J. Andruszkiewicz Group C, - A & B	\$1,754,760
2014 City of Aurora - IL Indian Trail Water Tank	2.0 MGL	Tank Painting/Repairs	SP10/SP6	Michele Piotrowski, P.E. EEI 630-466-6724	\$1,343,768
2014 Village of East hazel Crest 1.0 MGL Reserv	1.0 MGL	Tank Painting	SP1/O-Coat	Jennifer Prinz - Robinson Eng. 708-210-5687	\$29,288
2014 Flagg Creek Tanks McElwain WRD	Various System Wide	Tank Painting/W - Repairs	SP10	Kenneth Kendrick - PE 708-785-8320	\$585,290
2014 Chicago Heights Concrete Reservoirs	5.0/3.0/1.0 MGL	Exterior Concrete Repair	SP1/O-Coat	Jennifer Prinz - Robinson Eng. 708-210-5687	\$244,277
2014 WRDGC - Various Tanks - 3 YR Contract	18 Final Tanks	Tank Painting	SP10	Steven Nahulak - RE 708-588-3686	\$1,754,760
2015 Village of Dwight - IL RT 66 Tank	.250 MGL	Tank Paintin	SP10/SP10	Gerald Hennely - PE 847-980-3691	\$202,256
2015 DuPage Water Commission - 5.0/7.5 MGL Tank 2 & 4W	5.0/7.5 MGL	Tank Painting/Repairs	SP10/SP6	Chris Bostick - 630-516-1915	\$2,997,716
2015 City of Wheaton - IL - Manchester Road Tank	1.50 MGL	Tank Painting	SP10/SP6	Brad Schotannus - Dixon Eng. 630-220-1410	\$780,050
2015 Village of Pingree Grove 1.0 MGL	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Joseph Cavery - Water Super. 847-464-5533	\$484,125
2015 Village ogf Willowbrook - IL .500 MGL 67th street / Lake Hinsdale Drive	.500 MGL	Tank Painting	SP10/SP6	Gerald Hennely - PE 847-980-3691	\$368,200
2016 Country Club Hills - IL South Tank	.200 MGL	Tank Painting	SP10/SP6	Baxter-Woodman -Ray Koenig - 815-459-1260	\$254,000
2016 DuPage Water Commission - 5.0/7.5 MGL Tank 1 & 4E	5.0/7.5 MGL	Tank Painting/Repairs	SP10/SP6	Chris Bostick - 630-516-1915	\$29,907,580
2016 Village of Antioch - IL - Bowles Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	Brad Schotannus - Dixon Eng. 630-220-1410	\$288,500
2016 Village of Wauconda - IL Tank 1	.500 MGL	Tank Painting/Repairs	SP10/SP6	William R. Rickert, PE RHMG Engineers, Inc. 847/362-5959	\$498,800
2016 NSMJAWA - 5.0 Standpipe	5.0 MGL	Tank Painting/Repairs	SP10/SP6	Stephen T. Crede - 630-710-8667	\$1,292,000
2017 Village of Tinley Park Post 1 - East Tank	5.0 MGL	Tank Painting-Int/Extr Over	SP10/SP11	Jennifer Prinz - Robinson Eng. 708-210-5687	\$807,750
2017 DuPage Water Commission - 7.5 MGL Tank No. 3 Naperville, IL	7.5 MGL	Tank Painting/Repairs	SP10/SP6	Chris Bostick - 630-516-1915	\$1,390,000
2017 Village of Schaumburg - Pump Station 22 Tank	5.5 MGL	Tank Painting/Repairs	SP10/SP6	Michele Piotrowski, P.E. EEI 630-466-6724	\$1,282,550
2017 City of Elgin -1.0 MGL Randall Rd Spheroid Tank	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Erick Weisse, 847-544-1081	\$954,700



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 19, 2018

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

Attention: Mr. Andrew Letson
Director of Public Works

Subject: Village of Lincolnwood 1.5 MMG Standpipe Rehabilitation Project
Evaluation of Bid Proposals
(CBBEL Project No. 14-0090.C1805)

Dear Mr. Letson:

Four bids for the 1.5 MMG Standpipe Rehabilitation Project were received and opened at Village Hall on December 19, 2018 at 10:30 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL's) evaluation of the Bid Proposals is contained herein.

EVALUATION OF BID PROPOSALS

The proposals range from \$860,100.00 to \$1,153,300.00 for the project. A Bid Tabulation is attached for your information. The bids are summarized as follows:

Contractor	Base Bid	Alternate Bid 1A (2018)	Alternate Bid 1B (2019)	Total Alt. Bid (1A + 1B)
ERA Valdivia	\$860,100.00	\$570,100.00	\$352,000.00	\$922,100.00
Maxcor, Inc.	\$920,875.00	\$295,000.00	\$303,000.00	\$952,875.00*
Jetco, Ltd.	\$1,004,475.00	\$262,520.00	\$422,275.00	\$682,795.00*
Tecorp, Inc.	\$1,153,300.00	\$1,153,300.00	\$856,650.00	\$1,201,860.00
<i>Engineer's Estimate</i>	<i>\$989,250.00</i>	<i>\$620,000.00</i>	<i>\$550,000.00</i>	<i>\$1,170,000.00</i>

* Total Alt. Bid amount was incorrect. See explanation below.

An evaluation of all bids was performed. The following describes the discrepancies that were identified during our review:

Era Valdivia, Inc.

1. No discrepancies were found.
2. Contractor included addendum and Bid Bond.

3. Contractor has been trained and certified for the application of the paint coating process.

Maxcor, Inc.

1. The Contractor did not include all work on the exterior of the tank, including welding and containment in his price for Alternate 1A. Therefore, unless the Contractor is awarded for the Base Bid, the Contractor informed CBBEL that he will need to withdraw his Alternate Bids for consideration.
2. Contractor included all addendum and Bid Bond.

Jetco, Ltd.

1. The Contractor did not include all work on the exterior of the tank, including welding and containment in his price for Alternate 1A. Therefore, unless the Contractor is awarded for the Base Bid, the Contractor informed CBBEL that he will need to withdraw his Alternate Bids for consideration.
2. Contractor included all addendum and Bid Bond.

Tecorp, Inc.

1. No discrepancies were found.
2. Contractor included addendum and Bid Bond.
3. The contractor has been trained and certified for the application of the paint coating process.

GENERAL COMMENTS

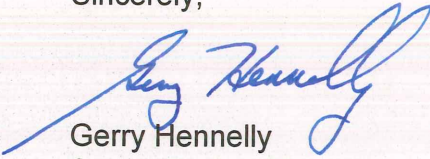
- All Bidders provided the required Bid Bonds.
- All Bidders acknowledged Addendum No. 1.
- CBBEL contacted each of the 4 bidders to inquire about the difference in pricing for the exterior work requested in Alternative Bid 1A and Alternative Bid 1B. The contractors said that the uncertainty of whether the exterior would be awarded in 2019 and the interior escalated the cost for doing the construction over the two construction seasons.

RECOMMENDATIONS

Based on the above and reference checks CBBEL performed on the bidders for previous performance and experience CBBEL has had with the low bidder, ERA Valdivia, on previous projects such as the Village of Willowbrook 500,000 Gallon High Tank and the Village of Chicago Ridge 1,000,000 Gallon Elevated Tank, CBBEL recommends that a contract be awarded to ERA Valdivia in the total bid amount of the Base Bid of \$860,100.00 for all of the work to be performed in FY 2019 which includes all items listed in the attached Bid Tabulation. ERA Valdivia is the lowest responsive bidder and has experience working with several local municipalities on several previous projects of very similar scope.

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

Sincerely,



Gerry Hennelly
Senior Project Manager

GAH/pjb

Encl.: As Noted

Cc: Nadim Badron, Village of Lincolnwood
Jim Amelio, CBBEL
Dan Dem, CBBEL

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VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2019-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND
AUTHORIZING AN AGREEMENT WITH
CHRISTOPHER B. BURKE ENGINEERING, LTD., OF ROSEMONT, ILLINOIS,
FOR CONSTRUCTION OVERSIGHT SERVICES FOR THE
STANDPIPE REHABILITATION PROJECT**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2019.

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 _____, 2019

Village Clerk

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2019- _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND
AUTHORIZING AN AGREEMENT WITH
CHRISTOPHER B. BURKE ENGINEERING, LTD., OF ROSEMONT, ILLINOIS,
FOR CONSTRUCTION OVERSIGHT SERVICES FOR THE
STANDPIPE REHABILITATION PROJECT

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 is the record title owner of that certain property commonly known as 7015-17 North Central Park Avenue, which property is improved with a 1.5-million-gallon water standpipe ("*Standpipe*"); and

WHEREAS, the Village has identified the need to rehabilitate the Standpipe, including repainting the interior and exterior of the standpipe and installing new safety features, as part of its regular maintenance and upkeep ("*Standpipe Rehabilitation Project*"); and

WHEREAS, the Village now desires to retain a civil engineering consultant to provide construction oversight services for the Standpipe Rehabilitation Project ("*Services*"); and

WHEREAS, Christopher B. Burke Engineering, Ltd., of Rosemont, Illinois ("*CBBEL*"), has submitted alternate proposals to the Village to provide the Services; and

WHEREAS, CBBEL currently serves as Village Engineer, and, as a result, has unique knowledge of the design and condition of the Village's water distribution system; and

WHEREAS, the Village President and Board of Trustees have determined that CBBEL is uniquely qualified to complete the Services in an efficient and cost-effective manner, and that it is appropriate and in the best interests of the Village for CBBEL to perform the Services; and

WHEREAS, the Village desires to enter into an agreement with CBBEL for the completion of the Services, in an amount not to exceed \$37,400.00 ("*Agreement*"); and

WHEREAS, in order to enter into the Agreement, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the Agreement and the completion of the Services by CBBEL, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"); and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interests of the Village to enter into the Agreement for the completion of the Services;

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Agreement, and for the completion of the Services by CBBEL, are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and CBBEL is hereby approved in an amount not to exceed \$37,400.00, in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by CBBEL; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of January, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of January, 2019.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of January, 2019

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

EXHIBIT A
AGREEMENT



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 20, 2018

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

Attention: Mr. Andrew Letson
Director of Public Works

Subject: Proposal for Professional Engineering Services for Construction Observation
of the 1.5 MMG Standpipe Rehabilitation Project

Dear Mr. Letson:

In response to the Village's request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services for construction observation of the 1.5 MMG Standpipe Rehabilitation Project. Included below is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands the Village is looking for a proposal for the construction observation of the painting and rehabilitation of the 1.5 MMG Standpipe located at 7034 N. Central Park Avenue.

For the construction observation services related to the rehabilitation project, it is CBBEL's understanding that the contract bidding documents prepared by CBBEL will be the basis of the scope of this project and the project has been bid and is scheduled to begin construction in Spring of 2019 and this proposal is representative of awarding the Base Bid and alternate construction will be done in the 2019 construction season.

CBBEL has developed the following Scope of Services consistent with the Understanding of the Assignment identified above.

SCOPE OF SERVICES

The Scope of Services was prepared based on our knowledge of the Project and the procedures and requirements for similar projects in which CBBEL has undertaken for the Village. The project includes the following identified tasks:

Task 1- Contract Administration: Under this task CBBEL will provide the preparation of a Notice of Award, a Notice to Proceed and coordinate a preconstruction conference with all parties involved. We will review contractor's payment applications and prepare change orders for the Village's approval, and coordinate and process paperwork and forms required by the Village.

CBBEL will review Contractor's construction schedule and sequence(s); listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required; traffic control; subcontractors; and submittals for payment. Shop drawing review procedures will be discussed during the preconstruction conference and in particular, the Contractor will be advised that material and equipment is not to be installed prior to completion of the shop drawing review process.

Task 2 – Shop Drawing Review / Construction Observation Services: CBBEL estimates this project will take approximately 26 weeks from May 1, 2019 to November 1, 2019 to complete. Under this task CBBEL will provide a part-time (10 hours/week for 26 weeks for all the work to be performed in the 2019 construction season. The Resident Engineer (RE) will perform the following duties:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Village of deficiencies, deviations or substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.
- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.

- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- For days in which the RE is present on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- For milestone inspections of the blasting of the interior and exterior of the standpipe, the prime coat, the intermediate coat and the final coating system application, CBBEL will employ the services of Nelson Tank Engineering Company who will climb the tank and perform the visual inspections in areas where CBBEL cannot climb to because of our insurance restrictions. Their fees are included in our total.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.

ESTIMATE OF FEE

TASK	FEE
1 Contract Administration	\$7,500
2 Shop Drawing Review / Construction Observation Services	\$29,900
TOTAL	\$37,400

Based on the above Scope of Services, our Estimate of Fee of \$37,400.00 is detailed further in the attached CBBEL Work Effort.

We will bill you at the hourly rates specified in our previously accepted Master Agreement. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the hourly rates.

We trust that this proposal will demonstrate our understanding and expertise to perform the upcoming assignment. We appreciate the opportunity to submit our proposal for the construction observation of this project and look forward to working with the Village on this important project.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. If you have any questions, please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

GAH/pjb

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF LINCOLNWOOD

BY: _____
TITLE: _____
DATE: _____

N PROPOSALS\ADMIN\2018\Lincolnwood Painting of 1 MMG Standpipe Const Ob.122018.docx

VILLAGE OF LINCOLNWOOD
 CONSTRUCTION OBSERVATION FOR THE 1,500,000 GALLON STANDPIPE REHABILITATION PROJECT
 WORK EFFORT AND FEE STRUCTURE

EXHIBIT A

Classification	Engineer			Engineering Technician IV	NTEC	Total Hours	Total Cost
	VI	IV	I/II				
Rate (\$/hr)	\$184.00	\$121.00	\$91.00	\$115.00			
Construction Observation for the 1.5 Million Gallon Standpipe Rehabilitation Project							
Task 1 - Contract Administration	6	4		4			\$ 2,048.00
Task 2 - Shop Drawing Review / Construction Observation Services	10	15	72	88	\$15,000.00		\$ 35,327.00
Subtotals	16	19	72	92		199	
Percentage of Hours	8.0%	9.5%	36.2%	46.2%		100.0%	
Total Personnel Cost	\$2,944.00	\$2,299.00	\$6,552.00	\$10,580.00		Total Cost =	\$ 37,375.00



Request For Board Action

REFERRED TO BOARD: January 15, 2019

AGENDA ITEM NO: 3.

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of a Resolution Approving an Economic Incentive Agreement By and Between the Village and Loeber Motors, for the Property at 7101 and 7125 North Lincoln Avenue (Appears on Consent Agenda Because it was Approved at a Previous Village Board Meeting)

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Loeber Motors, owner of the Mercedes/Porsche/Smart Car franchises located on a 7.93 acre campus between Lincoln Avenue and Touhy Avenue, and contract purchaser of an existing vacant industrial warehouse at 7125 North Lincoln Avenue, has applied for economic incentives from the Village. Loeber Motors proposes to reconstruct their existing Porsche dealership showroom/service bays and expand the dealership through the addition of the existing vacant two-story building at 7125 N. Lincoln Avenue, which would be utilized for storage and detailing of automobiles. This reconstruction and expansion would allow the Porsche dealership to increase their allocation of vehicles for sale by 80-100 annually, thereby increasing automobile sales tax revenues in the Village. In addition, this investment would strengthen the roots of the Loeber Motors Porsche dealership in the Village.



Separately, Loeber Motors will be pursuing Zoning approvals for this expansion through the Plan Commission and Village Board. The property is currently located in a Planned Unit Development, which is proposed to be expanded to include the new property at 7125 N. Lincoln Avenue and amended to reflect the other site improvements. It is

anticipated the zoning approval process will get under way in early 2019.

EDC Recommendation

At their December 19, 2018 meeting, the EDC recommended approval of a proposed structure for an extension to the existing economic incentive agreement with Loeber Motors, by a vote of 8-0, with the following stipulations:

1. Provision of a “claw-back” or “go-dark” clause, triggered in the event the dealership closes before the Agreement term concludes, that allows the Village to retrieve sales tax revenues shared with the dealership, on a sliding scale;
2. Open access permitted to the Village for Loeber’s internal sales tax data (“open book” access), with the Village’s agreement to utilize such information only for the purposes of confirming the stipulations of this agreement;
3. Village has the right to audit (not more than Quarterly, unless a material breach has occurred) the books and records of the Porsche dealership;
4. The fifteen-year extension period will begin at the end of the existing agreement, assuming a Certificate of Occupancy has been issued for the use of all approved improvements on 7101 and 7125 North Lincoln Avenue;
5. Loeber shall be responsible for meeting the provisions of an EDC policy, if adopted by the Village Board, requiring the provision of certain amenities in keeping with the principles of Corporate Social responsibility; and
6. Consent to a Cook County Class 7C Tax Abatement request for 7125 North Lincoln Avenue.

January 2 Village Board Meeting

The proposed economic incentive request, and EDC recommendation, were presented at the January 2, 2019 Village Board meeting. The Village Board subsequently voted 6-0 to authorize the Village Attorney to draft the attached Agreement and accompanying Resolution, per the recommendation of the EDC.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Attach #1 Draft Resolution
2. Attach #2 Draft Economic Incentive Agreement

RECOMMENDED MOTION:

Approval of a Resolution Approving an Economic Incentive Agreement by and between the Village and Loeber Motors for the property at 7101 and 7125 North Lincoln Avenue.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2019-_____

**A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY
AND BETWEEN THE VILLAGE AND LOEBER MOTORS, INC.**

(7101-7125 North Lincoln Avenue and 4255 West Touhy Avenue)

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

WHEREAS, on November 12, 2004, the Village and Loeber Motors, Inc. ("**Loeber**") entered into an economic incentive agreement to enhance the long-term viability of the Village's tax base and strengthen the competitive advantage of conducting business within the Village; and

WHEREAS, the Village and Loeber now desire to enter into an amended and restated economic incentive agreement to extend the term and scope of the economic incentive provided pursuant to the original agreement ("**Agreement**"); and

WHEREAS, the President and Board of Trustees have determined that entering into the Agreement with Loeber 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 AGREEMENT. The Agreement by and between the Village and Loeber is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village President and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the Agreement, only after receipt by the Village Clerk of at least two original copies of the Agreement executed by Loeber; provided, however, that if the executed copies of the Agreement are not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of January, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of January, 2019.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2019

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
#62729167_v1

EXHIBIT A
AGREEMENT

Revised – January 10, 2019 (pm version)

**This Document Prepared by
and after Recording Return To:**

Hart M. Passman, Esq.
Holland & Knight LLP
131 South Dearborn, 30th Floor
Chicago, IL 60603
312.263.3600

This Space for Recorder's Use Only

**AMENDED AND RESTATED ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF LINCOLNWOOD AND LOEBER MOTORS, INC.**

DATED AS OF _____, 2019

AMENDED AND RESTATED ECONOMIC INCENTIVE AGREEMENT
BY AND BETWEEN
THE VILLAGE OF LINCOLNWOOD AND LOEBER MOTORS, INC.

THIS AMENDED AND RESTATED ECONOMIC INCENTIVE AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of _____, 2019 (“**Effective Date**”), by and between the VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation (“**Village**”), and LOEBER MOTORS, INC., an Illinois corporation (“**Owner**”), and joined in by LOEBER CLARK STREET LIMITED PARTNERSHIP, an Illinois limited partnership (“**Clark Street**”), solely for the purposes hereinafter described. The Village and Owner are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Village and Owner hereby agree as follows:

SECTION 1. RECITALS.

A. On November 12, 2004, the Village and Owner entered into an Economic Incentive Agreement (the “**Original Incentive Agreement**”) in furtherance of Owner’s construction of a new Porsche automobile showroom (the “**Existing Porsche Showroom**”) on the properties situated in the Village of Lincolnwood then commonly known as 7101 and 7111 North Lincoln Avenue (collectively, the “**Existing Porsche Properties**”). The Existing Porsche Properties, which are approximately 2.90 acres in size in the aggregate, are legally described in **Exhibit A** to this Agreement.

B. Clark Street is the fee owner of the Existing Porsche Properties. Members of the Loeber family, or entities they own and control, own both the capital stock in Owner and the limited partnership interests in Clark Street.

C. Pursuant to the provisions of the Original Incentive Agreement, Owner proceeded to construct the Existing Porsche Showroom on the Existing Porsche Properties and sell Porsche automobiles to the public, and the Village proceeded to make sales tax reimbursement payments (“**Reimbursement Payments**”) to Owner based on the amount of general state sales tax (“**Municipal Sales Tax**”) Owner generated each month during the 180-month period (i.e., 15-year term) following the opening of the Existing Porsche Showroom for business to the public (the “**Existing Reimbursement Period**”). Such provisions are collectively referred to in this Agreement as the “**Existing Porsche Reimbursement Provisions**”.

D. The Existing Reimbursement Period began on November 1, 2006, and will end on October 31, 2021.

E. The Original Incentive Agreement also included provisions which incentivized Owner to bring a third automobile dealership to the Lincolnwood properties Clark Street owns on Touhy Avenue and Lincoln Avenue. Pursuant to and in reliance upon those provisions, Owner purchased and established a SMART car automobile dealership (the “**SMART Car Dealership**”) at 4255 West Touhy Avenue (the “**SMART Car**”).

Property”) and it began selling SMART cars to the public and receiving Reimbursement Payments from the Village based on the amount of Municipal Sales Tax Owner generated each month during the Reimbursement Period from the sale of SMART cars. Those provisions are collectively referred to in this Agreement as the “**Existing SMART Car Reimbursement Provisions**”.

F. The Original Incentive Agreement contemplated and provided for a maximum reimbursement of Municipal Sales Tax to Owner of \$5,000,000 (the “**Maximum Incentive Amount**”). However, as of the Effective Date of this Agreement, Owner has only received Reimbursement Payments totaling approximately \$1,000,000.

G. Owner desires to maintain and expand its Porsche dealership (the “**Porsche Dealership**”) in the Village of Lincolnwood and to obtain a supplemental allocation of new Porsche automobiles (a “**Supplemental Allocation**”) from Porsche Cars North America (“**PCNA**”) so that it can increase the number of Porsche automobiles it sells to the public.

H. To obtain a Supplemental Allocation, PCNA is requiring that Owner construct a new Porsche showroom on the Existing Porsche Properties (“**New Porsche Showroom**”), substantially renovate some of the existing improvements on the Existing Porsche Properties, and undertake other actions that will make it possible for Owner to sell and service a greater number of both new and pre-driven Porsche automobiles on the Existing Porsche Properties and on the adjacent parcel described below, all in accordance and compliance with PCNA’s current corporate identity standards for North American Porsche dealerships.

I. To satisfy PCNA’s requirements and in consideration of the Village’s covenants in this Agreement: (i) Clark Street has acquired the parcel at 7125 North Lincoln Avenue which is adjacent to the Existing Porsche Properties, approximately one-half acre in size and legally described in **Exhibit B** to this Agreement (the “**Adjacent Lincoln Avenue Parcel**”); and (ii) Owner has caused to be prepared a set of redevelopment plans (collectively, “**Owner’s Redevelopment Plans**”), which, if approved by the Village and implemented by Owner, will make it possible for Owner to satisfy PCNA’s requirements as set forth above by facilitating: (a) the construction of the New Porsche Showroom on the Existing Porsche Properties; and (b) the improvement of the vacant building which presently exists on the Adjacent Lincoln Avenue Parcel. The Existing Porsche Properties and the Adjacent Lincoln Avenue Parcel are sometimes collectively referred to in this Agreement the “**Properties**”.

J. Owner’s costs of constructing the improvements depicted on Owner’s Redevelopment Plans, together with related and ancillary costs of redevelopment, will include approximately \$2,000,000 in extraordinary costs that Owner seeks to recover by increasing the Maximum Incentive Amount to \$7,000,000 (“**Increased Maximum Incentive Amount**”), and by extending the Existing Reimbursement Period by 15 years (i.e., until October 31, 2036) (the “**Extended Reimbursement Period**”).

K. In recognition of the importance of a successful business environment to the Village’s tax base, the Village desires to enhance the long-term viability of the Village’s tax base and strengthen business within the Village by providing assistance and incentives to owners of local businesses for the improvement of their businesses.

L. The Parties desire to enter into this Agreement to foster the long-term use and development of the Properties and to enable the use of the Properties in a manner that will enhance the business environment and image of the Village.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. “Adjacent Lincoln Avenue Parcel” means the parcel of real property legally described in **Exhibit B** to this Agreement.

B. “Commencement Date of the Extended Reimbursement Period” means November 1, 2021, provided the New Porsche Showroom Occupancy Certificate is issued by the Village as contemplated by Section 3.A of this Agreement.

C. “Corporate Authorities” means the President and Village Board of the Village of Lincolnwood.

D. “Existing Porsche Properties” means the parcels of real property legally described in **Exhibit A** to this Agreement.

E. “Force Majeure” means a strike, lockout, act of God, or other factor beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

F. “Gross Receipts” has the meaning ascribed to it in the Retailers’ Occupation Tax Act.

G. “Municipal Sales Tax” means that portion or component of the Sales Taxes generated by Owner from sales on any portion of any of the Properties or the SMART Car Property that the Village actually receives from the State of Illinois.

H. “New Porsche Showroom Occupancy Certificate” means the certificate of occupancy for the New Porsche Showroom described in Section 3.A below.

I. “Porsche Dealership” means the automobile dealership franchise Owner owns and operates on the Existing Porsche Properties which is engaged in the sale of new and pre-driven Porsche automobiles and related parts and services.

J. “Properties” means the Existing Porsche Properties and the Adjacent Lincoln Avenue Parcel, collectively.

K. “Retailers’ Occupation Tax Act” means the Illinois Retailers’ Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

L. “Sales Taxes” means only those taxes imposed and collected by the State of Illinois pursuant to the Retailer’s Occupation Tax Act, the Service Use Tax Act,

35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, a vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing. Sales Taxes specifically, but without limitation, do not include any home rule retailers' occupation tax or retailers' service occupation tax imposed from time-to-time by the Village.

M. "Sales Tax Rebate" means the rebate payment to Owner of a portion of the Municipal Sales Taxes that the Village receives and that it is required to make pursuant to this Agreement.

N. "Sales Tax Year" means the 12-month period of time ending on October 31, 2019, and each of the 17 succeeding 12-month periods thereafter.

O. "SMART Car Dealership" means the automobile dealership franchise Owner owns and operates on property Clark Street owns on Touhy Avenue which is engaged in the sale of new and pre-driven SMART cars and related parts and services.

SECTION 3. COMMENCEMENT DATE OF EXTENDED REIMBURSEMENT PERIOD; OTHER APPROVALS.

A. **Commencement Date of the Extended Reimbursement Period.** The "Commencement Date of the Extended Reimbursement Period" is hereby declared to be November 1, 2021, provided that prior to that date the Village has issued a certificate of occupancy for the New Porsche Showroom ("***New Porsche Showroom Occupancy Certificate***"). If Owner fails to obtain the New Porsche Showroom Occupancy Certificate by May 1, 2020, or by such later date as the Corporate Authorities may approve by resolution duly adopted, the Village may elect to terminate this Agreement by giving Owner notice of its election to exercise such right. Any such termination, however, shall not affect the continuing validity and effectiveness of the Original Incentive Agreement.

B. **Zoning Approvals Required.** Owner acknowledges that: (1) pursuant to the applicable provisions of the "Village of Lincolnwood Zoning Ordinance," as amended, Owner cannot proceed with the construction of the improvements depicted on Owner's Redevelopment Plans until the Corporate Authorities approve an amendment to Village Ordinance No. Z2007-344, which ordinance granted Owner a special use for planned unit development so that it could, among other things, operate the Porsche Dealership on the Existing Porsche Properties, which approves Owner's Redevelopment Plans; (2) neither the execution of this Agreement, nor any provision of this Agreement, is to be deemed or interpreted as requiring the Corporate Authorities to approve such amendment or Owner's Redevelopment Plans or to grant any other zoning relief required for the implementation of Owner's Redevelopment Plans; and (3) the granting or denial of such approvals and other relief will be in the sole and absolute discretion of the Corporate Authorities.

C. **Class 7C Property Tax Classification Consent.** The Village agrees to adopt a resolution supporting and consenting to the approval by the County of Cook of a Class 7c property tax classification for the Adjacent Lincoln Avenue Parcel. The Village may condition such resolution on the ongoing use of the Adjacent Lincoln Avenue Parcel for purposes of displaying, servicing and selling new and/or pre-driven Porsche automobiles on the Adjacent Lincoln Avenue Parcel. If the Village does not adopt such resolution on or before February 28, 2019, Owner may elect to terminate this Agreement by giving notice of

such election to the Village. Any such termination, however, shall not affect the continuing validity and effectiveness of the Original Incentive Agreement.

SECTION 4. SALES TAX REBATES.

A. **Existing Porsche Reimbursement Provisions and Existing SMART Car Reimbursement Provisions.** The Existing Porsche Reimbursement Provisions and the Existing SMART Car Reimbursement Provisions shall remain in force and be given effect by the Parties until the Commencement Date of the Extended Reimbursement Period. If the Village terminates this Agreement pursuant to Section 3.A, Owner's right to receive Porsche Dealership Reimbursement Payments and SMART Car Dealership Reimbursement Payments from the Village shall end, subject to the terms of the Original Incentive Agreement, upon expiration of the Existing Reimbursement Period (i.e., October 31, 2021).

B. **Maximum Incentive Amount.** The Maximum Incentive Amount shall automatically increase to the Increased Maximum Incentive Amount without further action by the Parties upon, and only upon, the Village's issuance of the New Porsche Showroom Occupancy Certificate. In no event shall the total amount of Municipal Sales Tax Reimbursement Payments to Owner under the Original Incentive Agreement exceed \$5,000,000, and in no event shall the total amount of Municipal Sales Tax Reimbursement Payments to Owner under the Original Incentive Agreement and this Agreement in the aggregate exceed the Increased Maximum Incentive Amount (i.e., 7,000,000).

C. **Calculation of Sales Tax Rebate.** Until the Commencement Date of the Extended Reimbursement Period, the Village shall make Municipal Sales Tax Reimbursement Payments to Owner pursuant to the Existing Porsche Reimbursement Provisions and the Existing SMART Car Reimbursement Provisions. From and after the Commencement Date of the Extended Reimbursement Period and continuing until expiration of the Term of this Agreement (as hereinafter defined), the Village will pay Owner 50 percent of the Municipal Sales Tax revenue generated by operation of the Porsche Dealership and the SMART Car Dealership during each Sales Tax Year.

D. **Village Payment.** Within 120 days after the end of each Sales Tax Year, the Village will pay the applicable Sales Tax Rebate for that particular Sales Tax Year to Owner, based on the records of the Illinois Department of Revenue. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the Village in sufficient time for the Village to make the annual payments, the Village will provide notice of that fact to Owner. In that event, the Village must make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue due the Village for the applicable annual payment period. To the extent necessary, as determined by the Village, the Parties agree that the Village may require Owner to submit such specified financial statements and copies of the applicable State of Illinois Sales Tax Reports as are necessary to verify the amount of Sales Tax generated by Owner at the Properties. Owner will sign a release authorizing the State of Illinois to issue the reports to the Village.

E. Change in the Law.

1. The Village and Owner acknowledge and agree that the Village's obligation to pay the Sales Tax Rebate to Owner is predicated on existing State law governing the distribution of Sales Taxes to the Village, including, without limitation, the Retailers' Occupation Tax Act. The Village and Owner further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and Owner make express provision for the effect of any change upon the operation of this Agreement in Section 4.D.2 of this Agreement.

2. In the event the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change in law ("***Change in Law***") that eliminates the distribution of Sales Taxes to the Village, or otherwise alters the distribution formula in a manner that prevents the Village and Owner from determining with a reasonable degree of certainty the precise amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Properties on or after the effective date of the Change in Law will automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to pay to Owner any of the Municipal Sales Tax generated at the Properties on or after the effective date of the Change in Law. However, if a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts of Owner as contemplated pursuant to this Agreement, then, for purposes of this Agreement, the replacement taxes will be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of the replacement taxes as well as the Village's authority under state law to provide for rebate of the replacement taxes, as contemplated in this Agreement.

F. No Guarantee. The Parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement are to be construed, deemed, or interpreted as either: (1) a guarantee that the Village will receive any Sales Taxes as a result of Owner's operation of the Porsche Dealership and the SMART Car Dealership on, respectively, the Properties and the Touhy Avenue property owned by Clark Street; or (2) a requirement or obligation by Owner to own and operate such dealerships on, or generate Gross Receipts from, the Properties.

G. Limited Liability. Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate payments is not and will not be a general debt of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of the Municipal Sales Tax received by the Village, as specifically defined in Section 2 of this Agreement. Owner has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

H. **Village Audit Right.** The Village shall have the right to audit and copy the books and records of the Porsche Dealership and the SMART Car Dealership to the extent necessary to confirm Owner's compliance with the terms of this Agreement. The Village shall not exercise its audit rights hereunder on more than a quarterly basis unless the Village determines that Owner has materially breached its reporting obligations hereunder (including, without limitation, its obligations under Section 9 below) in which event the audit right may be exercised by the Village on a more frequent basis. The Village shall not audit or copy the books and records of the Porsche Dealership or the SMART Car Dealership reflecting transactions that are more than three years prior to the date of the most recently made Reimbursement Payment or the Reimbursement Payment the Village anticipates making in the coming calendar year. If a Village audit determines that the amount of a given Reimbursement Payment was greater than it should have been based on the provisions of either the Original Incentive Agreement or this Agreement, then the amount of such excess payment shall be deducted from the amount of the next-succeeding Reimbursement Payment. If such determination is made after the last Reimbursement Payment has been made to Owner pursuant to the terms of this Agreement, Owner shall promptly return such excess payment to the Village on demand and any such amount that is not paid by Owner to the Village within 30 days of such demand shall bear interest thereafter and until paid at a rate of 10 percent per annum. The Village shall have the right to withhold making the last Reimbursement Payment it is required to pay to Owner under this Agreement until it has undertaken a final audit of Owner's applicable books and records provided, however, that the Village must exercise such right not later than 60 days following the end of the Existing Reimbursement Period or the Extended Reimbursement Period, as applicable. The Village's right to audit and copy the books and records of the Porsche Dealership and the SMART Car Dealership shall terminate after such period of time.

I. **Closure; Refund of Rebate.**

1. If, at any time during the Term of this Agreement, Owner abandons or closes its Porsche Dealership or ceases to use the Existing Porsche Properties for its Porsche Dealership ("**Closure**"), then the provisions of this Agreement with regard to Municipal Sales Tax generated from the Properties will, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to perform any of the Municipal Sales Tax Rebate obligations in Section 4 of this Agreement. If the Closure occurs after the Commencement Date of the Extended Reimbursement Period, Owner must refund to the Village a portion of the Sales Tax Rebate generated from the Properties and paid to Owner prior to the date of the Closure, as follows:

i. If the Closure occurs within the first five Sales Tax Years of the Extended Reimbursement Period, Owner must refund 75% of the Sales Tax Rebate generated from the Properties and paid to Owner after the Commencement Date of the Extended Reimbursement Period;

ii. If the Closure occurs within the sixth through tenth Sales Tax Years of the Extended Reimbursement Period, Owner must refund 50% of the Sales Tax Rebate generated from the Properties and paid to Owner after the Commencement Date of the Extended Reimbursement Period; and

iii. If the Closure occurs after the first ten Sales Tax Years of the Extended Reimbursement Period, Owner must refund 25% of the Sales Tax Rebate generated from the Properties and paid to Owner after the Commencement Date of the Extended Reimbursement Period.

2. Owner must provide the Village with no less than 60 days' notice prior to any Closure.

3. The Village acknowledges and agrees that Owner's replacement of its Porsche Dealership with another new automobile dealership for a different manufacturer, or the transfer of legal or beneficial interest in all or any part of the Porsche Dealership in accordance with Section 13 of this Agreement, will not constitute a Closure for purposes of this Section 4.I.

SECTION 5. ADDITIONAL OWNER COMMITMENTS.

A. **Rebranding of Porsche Dealership.** On or before Owner completes the construction of all improvements depicted on Owner's Redevelopment Plans, Owner shall rebrand its Porsche Dealership and thereafter market the dealership to the public as "*Porsche Lincolnwood*" or with such similar name as PCNA may dictate.

B. **Installation of Charging Station for Electric-Powered Automobiles.** Not later than 12 months after Owner completes the construction of all improvements depicted on Owner's Redevelopment Plans, Owner, at its expense and for the benefit of the general public, will install a charging station for electric-powered automobiles at a location in the Village that is designated by the Village's Community Development Director, provided, however, that Owner shall not be required to purchase and install such charging station unless: (1) Owner is able to obtain all necessary permits, approvals, consents, authorizations, easements and licenses needed to undertake such installation (including, without limitation, all permits, approvals, consents, authorizations, easements and licenses needed to be obtained from the Village and all other governmental entities; from Commonwealth Edison and all other public or quasi-public utility companies; and from all necessary property owners); and (2) the cost to purchase and install such charging station does not exceed \$7,000. After Owner completes the installation of the charging station and it is placed into service, Owner shall convey the charging station to the Village as a public improvement and thereafter the Village shall own and maintain it. All costs of using the charging station shall be borne by either the Village or the individual members of the general public who elect to use it to charge their electric-powered automobiles. The Village shall have the right to request that Owner construct or install an amenity for the public's benefit that is other than the charging station herein described provided, however, that such construction or installation shall be subject to the same conditions and limitations as are set forth in sub-paragraphs (1) and (2) of this Section 5.B.

SECTION 6. FORCE MAJEURE.

Whenever a period of time is provided for in this Agreement for either Owner or the Village to perform any act or obligation, and Owner or the Village, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of

the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT.

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either Party to perform its obligations under, or otherwise to comply with, this Agreement ("***Litigation***"), the Party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge to the other Party and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense.** The Village and Owner will use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party has the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and Owner agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

SECTION 8. TERM.

This Agreement will be in full force and effect from and after the Effective Date and through the first to occur of: (a) the date that is 15 years after the Commencement Date of the Extended Reimbursement Period; and (b) the date on which or until Owner has received \$7,000,000 in cumulative Sales Tax Rebate payments from the Village pursuant to the terms of the Original Incentive Agreement and this Agreement ("***Term***"); provided, however, that the Village's obligation to make Sales Tax Rebate payments to Owner shall survive the expiration of the Term to the extent the Village has not at that time received from the State the Municipal Sales Taxes from which the Sales Tax Rebate payments will or were to be made.

SECTION 9. RELEASE OF INFORMATION; CONFIDENTIALITY.

A. **Release of Sales Tax Information.** Owner agrees to execute and provide all documentation necessary to cause the Illinois Department of Revenue to release to the Village the Sales Tax generated by Owner from the Properties, including copies of State of Illinois Sales Tax Reports, during each of the Sales Tax Years pursuant to applicable State law.

B. **Confidentiality.** The Village agrees to utilize sales tax information obtained by it pursuant to the terms of this Agreement solely for the purpose of effectuating the provisions of this Agreement. To the extent permitted by the Illinois Freedom of Information Act ("***FOIA***") and other relevant laws, the Village will endeavor to keep such information confidential. The Village shall give Owner prompt notice of any request that is made under FOIA to disclose such information and of any suit that is filed under FOIA seeking the disclosure of such information. If any such suit is filed, the Village will use good faith efforts to vigorously defend the same provided, however, that Owner will

reimburse the Village for all costs and fees the Village incurs in undertaking such defense. Nothing contained herein shall preclude the Village from disclosing such information to the extent it is mandated to do so by law or court order.

SECTION 10. PAYMENT OF SUMS DUE VILLAGE.

A. **General Requirements.** In addition to any other costs, payments, fees, charges, contributions, or sums required by this Agreement, Owner will pay to the Village, as and when due, all application, inspection, and permit fees, and all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations.

B. **Village Lien Rights.** If any money due from Owner to the Village pursuant to this Agreement is not paid to the Village by Owner, within 30 days after a demand for the payment, then that money, together with interest and costs of collection, including legal fees and administrative expenses, will become a lien upon the Properties, and will be a debt of, and an obligation owed by, Owner to the Village, and the Village will have the right to collect that amount, with interest and costs, including legal fees and administrative expenses, by deducting that amount, interest, costs, fees, and expenses from any Sales Tax Rebate payment otherwise required under this Agreement. The Village will also have the right to enforce the lien in the same manner as in statutory mortgage foreclosure proceedings. The lien will be subordinate to any first mortgage now or hereafter placed upon any of the Properties; provided, however, that the subordination will apply only to charges that have become due and payable prior to a sale or transfer of the Properties pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. The sale or transfer will not relieve the Properties from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge. Clark Street is joining in the execution of this Agreement for the sole and limited purpose of confirming its consent to the grant of the Village lien rights herein described, its consent to the Village's recording of this Agreement pursuant to Section 15.S below, and its acknowledgement that the provisions of this Section 10 run with the land and bind successor owners and grantees of the Properties.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. **No Liability for Village Review.** Owner acknowledges and agrees that: (i) the Village is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Properties that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Properties, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Properties; and (2) the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

B. **Village Procedures.** Owner acknowledges that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

C. **Indemnity.** Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Properties; (ii) any actions taken by the Village pursuant to this Agreement; (iii) the development, construction, and maintenance of the Properties; and (iv) the performance by the Owner of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. **Defense Expenses.** Owner will, and does hereby agree to, pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Section 11.C of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

SECTION 12. ENFORCEMENT.

A. **Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the Village to Owner of payments due to Owner under this Agreement), enforce or compel the performance of this Agreement; provided, however, that Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any past, present or future elected or appointed officer, official, agent, representative, employee or attorney of the Village on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within either of the Properties at any time Owner has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one Party against the other Party pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 12.A of this Agreement, or to commence enforcement of a lien pursuant to Section 10.B of this Agreement, without first providing written notice to the other Party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("***Time for Cure***"), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 13. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees,

constitutes both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Successors and Assigns.** Owner shall not assign this Agreement or any of its rights or obligations under this Agreement, other than to a Permitted Loeber Transferee (as hereinafter defined). A “Permitted Loeber Transferee” shall mean a wholly-owned subsidiary of Owner, a parent corporation of Owner, a limited liability company, general or limited partnership or corporation that is owned and controlled by one or more Loeber family members, or an entity that succeeds to Owner’s rights and obligations hereunder by operation of law (for example, by merger or through the sale of substantially all of Owner’s assets) provided such entity is owned and controlled by one or more Loeber family members or an entity that is owned and controlled by one or more Loeber family members. If Owner assigns this Agreement or its rights and obligations hereunder to a Permitted Loeber Transferee, Owner shall give notice of such fact to the Village, but Owner’s failure to give such notice shall not negate the effectiveness of such assignment or constitute a default under this Agreement.

C. **Transferee Assumption.** To assure that any potential successor owner of either the Porsche Dealership or the SMART Car Dealership who is not a Permitted Loeber Transferee has notice of this Agreement and the obligations created by it, Owner agrees to require, prior to the transfer of a legal or beneficial interest in all or any portion of the Porsche Dealership or the SMART Car Dealership to such successor owner, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the Village Attorney (“***Transferee Assumption Agreement***”). The Village agrees that, upon a successor becoming bound to the personal obligations created in this Agreement in the manner provided, the personal liability of Owner or other predecessor obligor will be released to the extent of the transferee’s assumption of liability. Owner agrees to notify the Village in writing at least 30 days prior to the date on which Owner proposes to transfer a legal or beneficial interest in all or any portion of the Porsche Dealership or the SMART Car Dealership to a transferee who is other than a Permitted Loeber Transferee. Owner must, at the same time, provide the Village with a fully-executed copy of the Transferee Assumption Agreement.

D. **Transfer Defined.** For purposes of Paragraph C above, the term “transfer” includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Porsche Dealership or the SMART Car Dealership, whether by way of merger, sale of assets, consolidation or otherwise.

E. **Prohibited Assignments.** It is the express intent of the Parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of Owner for operation of the Porsche Dealership on the Properties and or SMART Car Dealership on the SMART Car Property. Accordingly, notwithstanding any provision of this Agreement, in the event Owner does, or attempts to, voluntarily or involuntarily transfer its interest in the Porsche Dealership or the SMART Car Dealership, in whole or in part, to a transferee who is other than a Permitted Loeber Transferee without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the Village, become null and void and of no further force or effect.

SECTION 14. REPRESENTATIONS AND WARRANTIES.

In order to induce the Village to enter into this Agreement and to grant the rights herein provided for, Owner hereby warrants and represents to the Village as follows:

A. Owner is a duly organized, validly existing corporation in good standing under the laws of the State of Illinois.

B. Owner has the authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate actions to authorize the execution, delivery, and performance of this Agreement.

C. All consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties necessary for the execution and delivery of this Agreement have been obtained.

D. No consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village, and the State of Illinois with respect to distribution of Sales Taxes) is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of Owner have the power and authority to execute and deliver this Agreement on behalf of Owner.

F. No mortgages or other security instruments have been recorded against the Properties and there will be no mortgages or other security instruments recorded against the Properties on the date of the recording of this Agreement pursuant to the provisions of Section 15.S below.

G. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any requirement of law or under any contractual obligation of Owner; (ii) will not result in a breach or default under any agreement to which Owner is a party or to which Owner, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which Owner or either of the Properties, in whole or in part, is or are subject.

SECTION 15. GENERAL PROVISIONS.

A. **Entire Agreement.** Subject to the provisions of Sections 3.A, 3.C, 4.A and 4.I above, this Agreement constitutes the entire agreement between the Parties, superseding any and all prior agreements (including, without limitation, the Original Incentive Agreement) and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by both Parties in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must 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 provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

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

Village of Lincolnwood
Village Hall
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Hart M. Passman

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

Loeber Motors, Inc.
7101 North Lincoln Avenue
Lincolnwood, Illinois 60172
Attention: Michael Loeber, President

With a copy to:

Meltzer, Purtill & Stelle, LLC
1515 E. Woodfield Road, Suite 250
Schaumburg, Illinois 60173
Attention: Harold W. Francke

D. **Governing Law.** This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

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

F. **Change in Laws.** Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the

laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

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

H. **Time of Essence.** Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the Village.

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

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

L. **Exhibits.** All exhibits attached to this Agreement are incorporated in, and by this reference made a part of, this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the Village nor Owner are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of the Village or Owner to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the Village’s or Owner’s right, as the case may be, to enforce those rights or any other rights.

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

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of either Party, or of any duly authorized officer, employee, agent, or representative

of either Party, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

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

R. **Village Authority to Execute.** The Village hereby warrants and represents to Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

S. **Recording.** After the execution of this Agreement by the Parties and the execution of the Joinder to this Agreement by Clark Street, the Village will promptly cause this Agreement to be recorded against title to the Properties in the office of the Cook County Recorder of Deeds in order to give record and public notice of the Village lien rights described in Section 10.B above.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF LINCOLNWOOD

By: _____
Village President

ATTEST

By: _____
Village Clerk

Date: _____

LOEBER MOTORS, INC.

By: _____
Michael Loeber, President

Date: _____

JOINDER

LOEBER CLARK STREET LIMITED PARTNERSHIP, an Illinois limited partnership, hereby joins in the execution of this Agreement solely for purposes of confirming the partnership's consent to the grant to the Village of the lien rights described in Section 10.B of this Agreement, its consent to the Village's recording of this Agreement pursuant to Section 15.S of this Agreement, and its acknowledgement that the provisions of Section 10 of this Agreement run with the land and bind successor owners and grantees of the Properties. The undersigned represents and warrants that he has full right and authority to execute this Joinder and deliver it to the Village.

LOEBER CLARK STREET LIMITED PARTNERSHIP

By: _____

Name: George Loeber, one of its Managing General Partners

Date: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify Barry I. Bass, the Village President of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation, appeared before me this day in person and acknowledged that as such Village President and Village Clerk, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the **VILLAGE OF LINCOLNWOOD** for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Loeber, personally known to me to be the President of **LOEBER MOTORS, INC.**, an Illinois corporation, appeared before me this day in person and acknowledged that as such President, he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of **LOEBER MOTORS, INC.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Loeber, personally known to me to be a Managing General Partner of **LOEBER CLARK STREET LIMITED PARTNERSHIP**, an Illinois limited partnership, appeared before me this day in person and acknowledged that, as such Managing General Partner, he signed and delivered the Joinder attached to the above Agreement as his free and voluntary act and as the free and voluntary act of said partnership, for the purposes set forth in said Joinder.

Given under my hand and notarial seal this ____ day of _____, 2019.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A

Legal Description of Existing Porsche Properties

(INSERT LEGAL DESCRIPTION)

P.I.N.'s:

10-34-200-006-0000

10-34-200-011-0000

10-34-200-018-0000

10-34-200-019-0000

commonly known as 7101 North Lincoln Avenue, Lincolnwood, Illinois.

EXHIBIT B

Legal Description of Adjacent Lincoln Avenue Parcel

(INSERT LEGAL DESCRIPTION)

P.I.N.: 10-34-200-017-0000

commonly known as 7125 North Lincoln Avenue, Lincolnwood, Illinois