

LINCOLNWOOD PARKS & RECREATION BOARD MEETING
Tuesday, March 13, 2012, 7:30 pm
Village Hall-Council Chambers

AGENDA

- I. Call to Order
- II. Approval of Minutes of February 14, 2012 meeting
- III. Public Input/Communication from the Public
- IV. Old Business
 - a. Lincolnwood Fest
- V. New Business
 - a. Multicultural Task Force Proposal
 - b. HIAS VIP Event at Channel Runne Park
 - d. Renaming of Channel Runne Park
 - e. Field Lighting Bid
 - f. Sponsorship Policy Draft
- VI. Committee Reports
- VII Director's Report
- VI. Recreation Staff Reports
- VII. Adjournment

Posted: March 9, 2012



**Lincolnwood Parks and Recreation
Board Meeting – February 14, 2012
Lincolnwood Village Hall – Council Chambers
Draft Minutes**

CALL TO ORDER

The meeting was called to order at 7:30 P.M.

PRESENT AT MEETING

Park Board Members: Demerise Gratch, Gail Ito, Art Lovering, Judith Snyder, Laura Tomacic, Barbra Pabst, Barry Bass

Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith, Melanie Unterfranz

Village Board Liaison: John Swanson

Audience: Phil Spector, 3924 W. Arthur, Robbin Frey, Executive Director, Lincolnwood Chamber of Commerce

APPROVAL OF MINUTES

On motion, Bass/Ito to approve the regular meeting minutes of January 10, 2012 meeting with noted corrections/additions. 7-0, motion passed.

On motion, Snyder/Ito to approve the Strategic Planning minutes of January 10, 2012 meeting with noted corrections/additions. 7-0, motion passed.

AUDIENCE PARTICIPATION

None

LETTERS/NOTES FROM THE PUBLIC

None

OLD BUSINESS

None

NEW BUSINESS

A. Lincolnwood Wine Expo

Robbin Frey, Executive Director of the Lincolnwood Chamber of Commerce, gave an overview of the June 9-10 event taking place from 1-5pm at the Community Center. The Wine Expo will feature up to 24 vendors and several wine seminars for a ticketed price of \$20-\$25 per person with \$2 being returned to the Village earmarked for park renovations or a community event. This is a fundraiser for the Chamber, focused on highlighting area businesses while open to the public as a community event. Lincolnwood Wine and Spirits will be working cooperatively with the Chamber to produce this first time event.

On motion, Snyder/Ito to recommend approval of the ordinance allowing the first annual Lincolnwood Wine Fest at the Community Center on Saturday, June 9 and Sunday, June 10, 2012. 7-0, motion passed.

DIRECTOR'S REPORT

A. Promenade Buy a Brick Beneficiary

Parks and Recreation Department will spearhead the selling of bricks with profits going to park improvements. Will talk to the library to see how they organized the process and will keep the Board abreast as the process continues.

B. March Park and Recreation Board Agenda Items

There are four items slated for the March meeting including park renaming, renaming of Channel Runne Park, Lincolnwood Fest and the Strategic Plan.

C. Accreditation Update

Mentor visit took place on February 10. Next visit is scheduled for March 6 where the Department will be scored, followed by a recommendation to move to the final phase of the process. Should we become accredited, we will be the smallest community and the only municipality to receive the honor.

D. Welcome to Melanie Unterfranz

With the addition of Melanie Unterfranz in the role of Youth Programs Coordinator, the Department is fully staffed. Please stop by the Community Center to see Katie Smith's office reorganization to make two separate workstations for her and Melanie in the main office area.

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

Hincapie – Money will be available May 1, 2012.

RECREATION STAFF REPORTS

A. SUPERINTENDENT OF RECREATION – JAN SPRINGER

Welcome to Melanie Unterfranz; thrilled to be fully staffed. Reminder to mark your calendars for the Winter Carnival on February 26 from 1-3pm. Activities include horse/carriage rides, dog sled demonstrations, Winter Waddle kids' dash and carnival games. Program Distribution Chart is included in your packet. Please let me know if you have any questions about the document.

B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN

Will be going out to bid next week for the lighting of Baseball Field #2 with a slated completion date of mid-June.

C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH

Have started revising the hiring process for camp, booking field trips and entertainers. Have 30+ applicants for day camp to date. Interviews will start in early March.

D. COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA

As noted in report.

E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ

Thank you for the opportunity to work for the Parks and Recreation Department! Happy to be here! Had 56 couples attend the Daddy Daughter Dance on February 10. Highlights of the evening include the DJ, photo booth and craft table.

Hincapie – Video of the dance is on the Village website and Facebook.

Bass – Requested clarification on definition of land in park renaming policy.

Lovering – You cannot name a park after a person, but you could name a ball field in a park.

Bass – Would there be a timeframe associated with such naming?

Lovering – An honorarium would be permanent in most cases but a sponsorship (i.e. Loeber Field) would expire on a certain predetermined date.

Gratch - Please look through the park renaming documents between now and the next meeting so that everyone is prepared to discuss.

Lovering – the word "land" should be added to the top of the policy stating Park, Building, Land and Facility Naming.

ADJOURNMENT

On motion, Ito/Snyder to adjourn the meeting at 8:15 P.M.

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

Parks and Recreation Board President:

Signature

Date

Request For Board Action

REFERRED TO BOARD: March 13, 2012

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks & Recreation

SUBJECT: Approval of a Request to Allow over 150 People in Proesel Park for the 2012 Lincolnwood Fest and to Recommend the Waiving of Chapter 9, Article 1, Section 3 of the Village Code that Requires Business Licenses for the Food and Car Show Vendors.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

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

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

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

Permitted cars will access the park off of Lincoln Avenue. Park Patrol will assist with traffic during the hours of the Fest. Driving in the park will be posted at five miles per hour. The Committee will be using golf carts within the park for most of the necessary hauling of supplies, but will need vehicles in close proximity for storage of bulk supplies. Staff made it clear to the

event coordinators that in the event of wet weather all parking, displays and vendors would have to move to hard surfaces, rather than being placed on the grass.

In the past the Park and Village Boards have reviewed an Ordinance that allows all the activities associated with the Fest. With the new Village Code the Finance Director has the authority to approve an amusement license for this event thus eliminating the need for the original Ordinance. This is covered

Based on the new code in Chapter 3, Section 3, Article 4, the Park Board is asked to approve a permit for any activity with over 150 people in Proesel Park. The only item needing Village Board approval is the waiving of the requirement for business licenses, as stated in Chapter 6, Article 1, section 3 of the Village Code, for the food and car show vendors.

FINANCIAL IMPACT:

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

DOCUMENTS ATTACHED:

1. Letter from Barbara Faermark of the Friends of the Lincolnwood Community Center

RECOMMENDED MOTION:

Move to approve the request to allow over 150 people in the park and to recommend the waiving of business licenses for the food and car show vendors for the 2012 Lincolnwood Fest.



Lincolnwood Parks & Recreation Department
Attn: Jan Hincapie

1/26/12

Dear Jan,

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

The Fest will include 4 days of a carnival, musical entertainment will take place on all 4 nights, bands to be determined. We will once again have our Car Show on Sunday. Bingo will be held on Friday, Saturday and Sunday night. The Chamber is interested in having the Business Expo once again, which would be held on Saturday afternoon.

There will be approximately 5 food vendors. A pancake breakfast may be held on Sunday morning. We will also include a few attractions for kids. (to be determined)

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

We thank you for your consideration.

Barbara Faermark
Friends of the Lincolnwood Community Center Committee

**Village of Lincolnwood
Parks and Recreation
Multicultural Task Force Proposal**

The Master Plan for Parks and Recreation was approved by the Village Board in May of 2011. The process included an inventory of all programs and facilities offered and operated by the department and an analysis of the community and its demographics. As part of the plan document, recommendations were made by the consulting firm to improve programs and facilities over the next 5-10 years. The basis for these recommendations was public, staff and board input, comparison to other parks and recreation agencies and an analysis of state and national trends.

One of the recommendations was made in response to a concern raised by board, staff and the public that the Village isn't effective in serving the people of different ethnic backgrounds living in our community with programs and facilities. The recommendation was on page 60 of the Comprehensive Master Plan reads:

- Create a process to improve outreach to minority populations
Suggestions include:
 - Create an advisory group of key leaders representing various ethnic communities
 - Perform point of contact surveys
 - Create a friends group as part of the Department and ensure diversity of the group. Use the group as a training program for potential board member applicants.
 - Partner with groups representing various ethnicities
 - Create a marketing program that identifies ways to reach minority audiences
 - Research trend reports, identifying recreation needs of various ethnic groups

Proposed Mission

The mission of the Multicultural Task Force is to reach out to members of the many ethnic communities represented in Lincolnwood to get input regarding recreation programs, services, facilities and publicity.

Proposed Vision

To serve with all residents of Lincolnwood with quality and appropriate recreation programs, services, and facilities through effective written and spoken communication.

Proposed Goals

1. To meet quarterly with representatives from many ethnic communities represented in Lincolnwood creating a network for the exchange of information
2. To gain input regarding the current programs, services and facilities offered through the Lincolnwood Parks and Recreation Department

3. To assess the communication vehicles used by the department to promote programs and solicit volunteer participation

Staff recommends Beryl Herman to be the chairperson of the Multicultural Task Force.

- Mrs. Herman's background as an ELL Coordinator with School District 74 has allowed her to become acquainted with the people representing many different ethnicities in the community over the years.
- She has connections to individuals that may be interested in serving on the Task Force.
- She has a general working knowledge of a number of cultures.
- She is sensitive to the needs of individuals from other countries and cultures.
- As Village Clerk she has the opportunity to interact with new residents of the community.
- She currently coordinates a large tutoring/homework help program for School District 74 for children from other countries who are in need of help.
- She is passionate about including people of all ethnicities in the programs and services offered in the community.
- She is a humble, experienced leader who is accustomed to working within a mission and directing a group to achieve goals and objectives.

Make-up of the Task Force

1. Staff recommends that the Task Force is made up of individuals representing different cultures in Lincolnwood. Ideally, the effort would be made to have representatives from the top ten cultures most represented in the Village. Representatives from any culture would be welcomed to be part of the group.
2. There will be a parks and recreation department staff liaison assigned to the Task Force.
3. Staff will ask the ELL Center in Skokie to provide a representative.

Census and School District data will be used to pinpoint the top ethnicities represented in the Village. Potential members of the Task Force would be solicited by staff, Mrs. Herman and the ELL Center. Information would be included in Village publications inviting individuals to attend a kick-off meeting to learn more about the Task Force. Some members of the Passport Committee will be good candidates to consider.

Format and Frequency of Meetings

The goal would be for the Task Force to meet at least four times per year prior to the development of programming for each recreation program brochure. The meetings would be held on the Village Hall Campus.

A kick-off meeting will be held to provide information about the Task Force. Subsequent meetings would be planned based on what is convenient for the group.

Reporting Back to the Park Board

On a quarterly basis staff will present to the Park Board as part of their packet the minutes of the Task Force meeting to keep them abreast of progress.

Evaluation of the Effectiveness of the Task Force

The kick-off meeting is tentatively scheduled for Tuesday, May 8 at 6:00 pm in the Council Chambers. Upon completion of the first year of meetings for the Task Force, staff will return to the Park Board with a written analysis of the effectiveness of the Task Force to determine if it should be continued.

Request For Board Action

REFERRED TO BOARD: March 13, 2012

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Request to Allow the Hebrew Immigration Aid Society (HIAS) to Hold a Reception in Channel Runne Park on Thursday, June 21, 2012 with over 150 People

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

HIAS celebrated their 100th Anniversary in 2011. As part of their celebration they launched an endowment campaign to support their essential services and a multi-faceted event in September of 2011. As part of their celebration they committed to donate approximately 100 trees over a three year period to be placed in Channel Runne Park with signage recognizing their donors, as well as other possible site amenities such as benches and additional landscaping. They will also establish an endowment fund to cover future maintenance and/or replacement of trees and any other donated amenities. As part of their campaign to raise funds they would like to hold a reception under a tent for donors and potential donors on Thursday, June 21, 2012 from 4:30-7:30 pm. The new Village Code requires approval from the Park Board to have more than 150 people at a gathering in Channel Runne Park.

Hebrew Immigration Aid Society, started by Adolph Copeland in 1911, was established to welcome and aid refugees and immigrants to the United States. Since the mid-1980's HIAS Chicago has supported more than 36,000 refugees, parolees and asylees through each stage of the complex immigration and integration process.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Letter from HIAS requesting permission to hold the reception

RECOMMENDED MOTION:

Move to approve a motion authorizing Hebrew Immigration Aid Society (HIAS) to hold a reception in Channel Runne Park with over 150 people on Thursday, June 21, 2012.



Celebrating 100 years of cultivating new lives in America

February 17, 2012

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

Dear Village of Lincolnwood Board of Trustees,

I am writing to request a permit from the Village of Lincolnwood's Department of Parks and Recreation in order to reserve a portion of Channel Runne Park for use for HIAS Chicago's 100th Anniversary Celebration. HIAS Chicago has worked in partnership with the Village of Lincolnwood to honor the organization's 100 years of service to the immigrant community by planting 100 trees in Channel Runne Park. To celebrate this endeavor, HIAS Chicago is requesting to hold an event at Channel Runne Park on Thursday, June 21, 2012 from 4:30pm-7pm. Please see below for more details regarding our request.

Address of Applicant:

Hebrew Immigrant Aid Society (HIAS) of Chicago
216 W. Jackson Blvd., #700
Chicago, IL 60606

Name of Organization Sponsoring the Activity:

HIAS Chicago

Persons at HIAS Chicago:

Suzanne Franklin, Director of HIAS Chicago
Amy Schiffman, Consultant to HIAS Chicago, Giving Tree Associates, Inc.
Lizzy Sternberg, Associate Consultant to HIAS Chicago, Giving Tree Associates, Inc.

Date and Hours for Permit:

Thursday, June 21, 2012
Pre-Event Set-Up Start Time: 8:00am
Event Start Time: 4:30pm
Event End Time: 7:00pm
Post-Event Clean Up End Time: 9:00pm

Location Desired:

Channel Runne Park, Lincolnwood, IL 60712

Estimate Attendance:

275 people (including those participating in the event)

Please be in touch if additional information is required to obtain this permit. We hope to continue our partnership in celebration of both the Village of Lincolnwood's Centennial and HIAS Chicago's 100 years of service.

Sincerely,

Suzanne Franklin
Director of HIAS Chicago

Request For Board Action

REFERRED TO BOARD: March 20, 2012

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance Changing the Name of Channel Runne Park to Lincolnwood Centennial Park, effective April 1, 2012

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

A Master Plan for Channel Runne Park was approved by the Village Board in October of 2006. The Master Plan includes a development plan in phases for improvements that will allow for both active and passive recreation, utilizing the natural landscape whenever possible and being attentive to issues of safety and accessibility.

The park offers great opportunities for nature and conservation education, as well as drop-in and organized recreation. One of the goals of the development is to be able to offer in-house programming and to provide field trip opportunities to other agencies and schools to study the numerous ecosystems in the park.

The Village has completed phase I of the plan, which included the renovation and realignment of the existing bike path. The bike path is heavily used by residents of the region.

The next phase of construction, referred to as phase II, has been approved by the Board and will begin on or around April 15, 2012. This phase includes the development of the outdoor amphitheatre, stage area and accessible pathway, a disc golf course, fishing area/channel access/stage combination, a bike and pedestrian entrance, vehicular access off McCormick Boulevard and a parking lot.

As a remembrance of the Village's Centennial year in 2011, Staff recommended renaming Channel Runne Park "Lincolnwood Centennial Park", effective April 1, 2012.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Current Park Naming Policy

RECOMMENDED MOTION:

Move to Approve an Ordinance to rename Channel Runne Park as “Lincolnwood Centennial Park”, effective April 1, 2012.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2012-____

**AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 6
OF THE MUNICIPAL CODE OF LINCOLNWOOD
TO RENAME "CHANNEL RUNNE PARK" AS
"LINCOLNWOOD CENTENNIAL PARK"**

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

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this ____ day of _____, 2012

ORDINANCE NO. 2012-_____

**AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 6
OF THE MUNICIPAL CODE OF LINCOLNWOOD
TO RENAME "CHANNEL RUNNE PARK" AS
"LINCOLNWOOD CENTENNIAL PARK"**

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

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

WHEREAS, the President and the Board of Trustees desire to amend Article 3 of Chapter 6 of the Municipal Code of Lincolnwood, as amended ("*Village Code*") to rename "Channel Runne Park" as "Lincolnwood Centennial Park"; and

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

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

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

SECTION 2. RENAMING OF "CHANNEL RUNNE PARK" TO "LINCOLNWOOD CENTENNIAL PARK". The public park commonly known as "Channel Runne Park", and located adjacent to McCormick Boulevard and extending from Touhy Avenue south to Devon Avenue along the North Shore Channel, shall be, and is hereby, renamed as "Centennial Park".

SECTION 3. PUBLIC PARKS - RULES AND REGULATIONS. Section 1 of Article 3 of Chapter 6 of the Village Code shall be amended further, and shall read as follows:

"6-3-1. APPLICABLE RULES AND REGULATIONS.

All rules and regulations governing the conduct of persons and operation of the public parks either contained within or authorized by the ordinances of the Village are applicable to all public parks within the Village, including, without limitation, the following parks, but specifically excluding parks that are not operated by the Village.

* * *

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

- (M) ~~Channel-Runne~~ **Lincolnwood Centennial** Park located adjacent to McCormick Boulevard and extending from Touhy Avenue south to Devon Avenue along the north shore channel."

SECTION 4. PUBLIC PARKS - HOURS. Section 2 of Article 3 of Chapter 6 of the Village Code shall be amended further, and shall read as follows:

"6-3-2. HOURS.

- (A) No person shall be or remain in G.G. Rowell Park, Goebelt Park, Flowers Park, Kenneth Park, Kildare Park, Drake Park, Central Park, O'Brien Park, Springfield Park, Rossi Park, Columbia Park, or ~~Channel-Runne~~ **Lincolnwood Centennial** Park between the hours of 9:00 p.m. and 6:00 a.m. on the following day, except as to ice skating or activities for which permits are issued.
- (B) No person shall be or remain in Henry A. Proesel Park between the hours of 11:00 p.m. and 6:00 a.m. on the following day, each and every day of the year.
- (C) Picnic hours. No picnic may be held in the parks of the Village except during the following times or upon the prior written approval of the Department of Parks and Recreation:
- (1) Proesel Park and ~~Channel-Runne~~ **Lincolnwood Centennial** Park: 9:00 a.m. to 10:00 p.m.
 - (2) All other parks: 10:00 a.m. to 6:00 p.m."

SECTION 5. PARK PERMIT REQUIRED. Section 4 of Article 3 of Chapter 6 of the Village Code shall be amended further, and shall read as follows:

"6-3-4. PARK PERMIT REQUIRED.

A permit shall be obtained from the Village Department of Parks and Recreation by any group wishing to reserve all or any portion of Proesel Park or ~~Channel-Runne~~ **Lincolnwood Centennial** Park for an activity or picnic. The maximum number of persons allowed on park permits issued by the Department of Parks and Recreation on any given day shall not exceed 150. Groups exceeding 150 persons, other than those sponsored by the Department of Parks and Recreation, must obtain a permit to use Proesel Park from the Village Park and Recreation Board. Permits are available for other parks in the community and will be evaluated on a per-request basis. Not more than 50 persons shall be permitted at any event in any other park for which a permit is granted pursuant to this Section

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

6-3-4. Picnic hours for events in other parks are 10:00 a.m. to 6:00 p.m., unless special permission is granted by the Department of Parks and Recreation."

SECTION 6. PARK RULES AND REGULATIONS. Section 9 of Article 3 of Chapter 6 of the Village Code shall be amended further, and shall read as follows:

"6-3-9. RULES AND REGULATIONS.

The following rules and regulations shall apply to every person in and upon the public parks of the Village:

* * *

(B) Animals. No person shall permit a dog, cat, horse or other domestic, agricultural or wild animal to enter into any portion of a public park, including the playground area, except that:

(1) Animals may be allowed in a public park in connection with an amusement license specifically granted pursuant to Chapter 9, Article 2, of this Code.

(2) Dogs may be allowed in ~~the Channel Runne~~ **Lincolnwood Centennial** Park: (1) as part of any program or event operated by the Department of Parks and Recreation; and (2) at all other times, but only if the dog is kept on a leash of sufficient size and strength for the dog."

* * *

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by law.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

PASSED this ____ day of March, 2012.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of March, 2012

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

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

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

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

LINCOLNWOOD PARKS AND RECREATION BOARD

Policy on Naming Components of Parks & Park Buildings

(Approved by Parks & Recreation Board May 11, 1999)

The Lincolnwood Parks and Recreation Board may recommend to the Village Trustees that all or a portion of a park, park building or rooms in a park building be named for an individual only when one or two of the following criteria have been met:

Philanthropic Designation:

- a. An individual, organization or business that has contributed significantly to improving the quality of life for the citizens of Lincolnwood, the State of Illinois, or the United States, and
- b. If the individual was a park commissioner or a member of the corporate authority, he/she shall have been retired from public service for a minimum of five years, or is deceased, and
- c. A six month waiting period shall have lapsed before the Parks and Recreation Board may consider designating a park or park component, and
- d. A unanimous vote of the Parks and Recreation Board must be received at two regularly scheduled consecutive board meetings.

Monetary Designation:

- a. A significant contribution is made to the Parks and Recreation Board, and
- b. Items (c) and (d) above have been accomplished.

Request For Board Action

REFERRED TO BOARD: March 20, 2012

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Awarding a Bid for the Purchase and Installation of Sports Field Lighting

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

During the summer of 2011 bids for the project were advertised. During the bidding process it became apparent that the specifications needed further clarification therefore the bid was cancelled.

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

Vendor	Location	Total Excluding Alternate	Total with Alternate
Adlite Electric Co., Inc.	Des Plaines, IL	\$139,799	\$147,999
Lyons Electric Company, Inc.	LaGrange, IL	\$157,800	\$169,500
Utility Dynamics Corporation	Oswego, IL	\$169,133	\$176,533

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

Included within the specifications was an alternate to provide a unit price for a 25 year maintenance warranty along with a control link system that would allow staff to wirelessly control the lighting system. It will also allow for the existing lighting on field #3 to be added to the system. The price for

the alternate is \$8,200. Staff recommends accepting the bid with the alternate included. The bid with the alternate included is \$12,501 under the pre-bid estimate.

FINANCIAL IMPACT:

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

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Engineer's Recommendation
3. Bid Proposal
4. Agreement
5. Letter from the Lincolnwood Baseball Association Board

RECOMMENDED MOTION:

Move to approve a Resolution approving the award of the purchase and installation of sports field lighting to Adlite Electric Co., Inc. of Des Plaines, IL in the amount of \$147,999.

RESOLUTION NO. R2012-_____

**A RESOLUTION APPROVING THE AWARD
OF THE PURCHASE AND INSTALLATION OF SPORTS FIELD LIGHTING TO
ADLITE ELECTRIC COMPANY, INC. OF DES PLAINES, IL**

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 20__.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

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

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

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

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

6212428_v1

EXHIBIT A

CONTRACT

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
Proesel Park Field #2 Sports Lighting

BIDDER'S PROPOSAL

Full Name of Bidder ("**Bidder**") Adlite Electric Co., Inc.
Principal Office Address 1355 E. Golf Road
Des Plaines IL 60016
Local Office Address
Contact Person Tom Schiro Telephone (847) 296-2333
TO: Village of Lincolnwood ("**Owner**")
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: **Ashley Engelmann**

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

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

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package ("**Work Site**") and in the manner described and specified in this Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the **Proesel Park Field #2 Sports Lighting**, together with related attachments, equipment and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in this Bid Package; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and

PROPOSAL

workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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

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

2. Contract Price Proposal

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

PROPOSAL

SCHEDULE OF PRICES

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

A. UNIT PRICES

COMPLETE TABLE AS INDICATED

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

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

ONE HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED NINETY NINE
Dollars and NO Cents

(in writing)

(in writing)

Dollars and _____ Cents
(in figures)

\$ 139,799.00

(in figures)

SCHEDULE OF PRICES (CONT.)

**** NOT APPLICABLE ****

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

We will ADD \$ _____
or

DEDUCT \$ _____

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

We will ADD \$ _____
or

DEDUCT \$ _____

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

We will ADD \$ _____
or

DEDUCT \$ _____

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

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

SCHEDULE OF PRICES (CONT.)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Engineer's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

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

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work immediately upon execution by Owner of the Contract Agreement ("***Commencement Date***") and will perform the Work diligently and continuously and will complete the Work by the dates specified in the SPECIAL PROVISIONS.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 Days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 12 and 16 of the General Instructions to Bidders.

5. **Bidder Representations**

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

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

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

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

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

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

7. **Bid Security**

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

PROPOSAL

ADDENDA TO BID PACKAGE

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

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

No Addenda Received

the sum of Ten Percent of Amount Bid dollars (\$ _____), which is equal to at least ten percent of Bidder's Price Proposal ("**Bid Security**").

8. **Owner's Remedies**

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

9. **Owner's Rights**

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

10. **Bidder's Obligations**

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

DATED this 6th day of March, ~~200~~ 2012

ATTEST:

By: 

Title: Secretary

Bidder **Adlite Electric Co., Inc.**

By: 

Title: **President**

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF

Proesel Park Field #2 Sports Lighting

BIDDER'S SWORN ACKNOWLEDGMENT

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

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

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

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

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

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Tom Schiro</u>	<u>959 Lorie Lane, Lake Zurich IL 60047</u>
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

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

ACKNOWLEDGMENT

PERCENTAGE
NAME

ADDRESS

OWNERSHIP

Tom Schiro

959 Lorie Lane
Lake Zurich IL 60047

100%

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 _____ [INSERT DATE], that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____ [INSERT LEGAL NAME OF PARTNERSHIP].

The general partners of the partnership are as follows:

PERCENTAGE
NAME

ADDRESS

OWNERSHIP

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

3. Individual

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

ACKNOWLEDGMENT

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

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

4. **Joint Venture**

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

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

<u>PERCENTAGE NAME</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
()		
()		
()		
()		
()		

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

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

ACKNOWLEDGMENT

DATED this 6th day of March, ~~200~~ 2012

ATTEST:

By: [Signature]

Bidder AdLite Electric Co., Inc

By: [Signature]

Title: Secretary

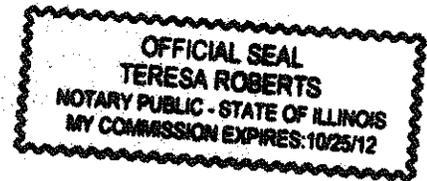
Title: President

Subscribed and Sworn to
before me this 6th day
of March, ~~200~~ 2012

My Commission Expires: 10/25/2012

[Signature]
Notary Public

[SEAL]



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
Proesel Park Field #2 Sports Lighting

BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. **Nature of Business**

State the nature of Bidder's business: Electrical Contractor

2. **Composition of Work**

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

<u> </u> % Federal	<u>100</u> % As Contractor	<u> </u> % Bidder's Forces
<u> </u> % Other Public	<u> </u> % As Subcontractor	<u> </u> % Subcontractors
<u> </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: 38 years

WORK HISTORY STATEMENT

4. **Predecessor Organizations** **** NOT APPLICABLE ****

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
-------------	----------------	--------------

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
City of Des Plaines	Business Contractor	759025	12/31/12

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

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

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor
(If Bidder was)
(Subcontractor)

Amount of Contract

Date Commenced

Date Completed

DATED this 6th day of March, ~~200~~ .2012

ATTEST:

Bidder **Adlite Electric Co., Inc.**

By: *[Signature]*

By: *[Signature]*

Title: Secretary

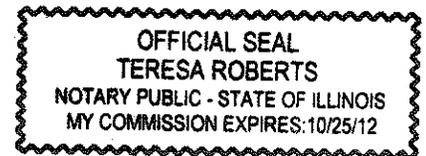
Title: President

Subscribed and Sworn to
before me this 6th day
of March, ~~200~~ . 2012

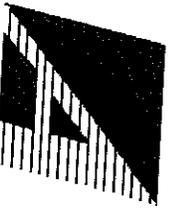
My Commission Expires: 10/25/2012

Teresa Roberts
Notary Public

[SEAL]



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS



Adlite Electric Co., Inc.

ELECTRICAL CONTRACTORS

NECA/IBEW
CHICAGO LOCAL 133

1385 E. GOLF ROAD, DES PLAINES, IL 60016
PH. (847) 296-2333 FAX: (847) 296-8688

PROSEL PARK FIELD #2 SPORTS LIGHTING BID REFERENCES

PROJECT	OWNER	ARCHITECT	CONTACT NAME	CONTRACT AMOUNT	COMPLETION DATE
New Lenox Ball Field Lighting	New Lenox Park District	N/A	George Travnicsek (815) 485-3584	\$ 166,219	05/2007
Grant Park Parking Lot Improvements	City of Northlake		JS Riemer Micah Higgins (847) 836-1027	\$ 42,645	06/2007
Chicago Near West Little League - Algeid Park Sports Lighting	Chicago Park District		Chicago Hope Academy Kevin Drewyer (312) 914-1600	\$ 47,880	07/2007
Arlington Heights Park District Sunset Meadows Athletic Field Lighting	Arlington Heights Park District	N/A	Scott Elman (847) 506-7144	\$ 270,436	07/2007
New Cicero Park Field Lighting	Town of Cicero	N/A	Mike Cwienkala (GC) (847) 561-4966	\$ 145,526	09/2007
Romeoville - Soccer Field Lighting	Romeoville Park District	N/A	Doug Miller (Musco) (630) 876-0687	\$ 134,762	12/2007
Foxford Hills Driving Range Lighting	Cary Park District	N/A	Dan Jones (847) 639-6100	\$ 46,388	03/2008
Green Field Park Sports Lighting	Aurora Park District	N/A	Susan Conant (630) 897-0516	\$ 214,317	04/2008
Palatine Park District - Hamilton Security Lighting	Palatine Park District	N/A	Pat Moser (847) 991-0333	\$ 43,422	04/2008
Elgin Sports Complex Relamping	City of Elgin	N/A	Mike Monnell (847) 931-6644	\$ 29,849	05/2008
Lake Forest High School Field Lighting	High School District 115	N/A	Carol White (847) 604-7441	\$ 139,321	06/2008
Palatine Park District - Tennis Court Lighting	Palatine Park District	N/A	Pat Moser (847) 991-0333	\$ 58,701	06/2008
Crystal Lake Park District Lippold Park - Relamping	Crystal Lake Park District	N/A	Jack Sebesta (815) 459-0680	\$ 20,329	07/2008
Fremd High School - Field Lighting	Township High School District 211	W-T Civil Engineering	Steven East, Director of Purchasing & Facilities (847) 755-6600	\$ 204,439	09/2008

Homewood/Flossmoor High School Field Lighting	Homewood/Flossmoor Community High School District 233	DLA Architects Ed Wright (630) 230-0420	\$ 396,526	11/2008
Evanston High School - Field Lighting	Evanston Township High School District 202	Nicholas & Associates Nick Papanicholas (847) 394-6200	\$ 234,002	11/2008
Palatine High School Football Field Turf Conduits	Township HS District 211	Henry Bros. Co. Mike Benstent (708) 430-5400	\$ 43,678	07/2009
Flossmoor School District 161 New Parking Lot Lighting	Flossmoor SD 161	Accu-Paving Co. Jim Meres (708) 343-5900	\$ 34,919	08/2009
Naperville Park District - Knoch Park Tennis Court Lighting	Naperville Park District	John Lomas (630) 848-5015	\$ 209,034	09/2009
Evanston Park District Parking Lot Lighting Replacement, Robert Crown & Chandler-Newberger Parks	City of Evanston	Stefanie Levine (847) 448-8043	\$ 100,366	12/2009
Barrington Park District - Lake Zurich Road Street Light Installation	Barrington Park District	Patrick McCord (847) 381-0687	\$ 23,732	12/2009
Northbrook Park District - Sportsman's Driving Range Lighting Replacement	Northbrook Park District	Jennifer Rooks-Lopez (847) 897-6124	\$ 72,575	08/2010
Warren Township High School Football Field Lighting	Warren Township School District	Merc Services Art Conrady (847) 344-8137	\$ 261,204	10/2010
James Sreet Park Sports Lighting	City of Streator	Musco Bob Waters (800) 825-6020	\$ 58,711	10/2010
Village of Rosemont Softball Field & Sports Lighting	Village of Rosemont	Pat Thornton Gurtz Electric 77 W. Seegers Arlington Heights IL 60005 (847) 734-2400	\$ 179,000	06/2011
York High School Football Stadium Lighting Upgrade	Elmhurst Community Unit School District 205	Frank Schuh Director of Facilities (630) 617-8326	\$ 117,397.00	09/2011

Bid Bond
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we
Adlite Electric Co., Inc.

as Principal, hereinafter called the Principal, and
Granite Re, Inc.

14001 Quailbrook Dr,
Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of **Oklahoma** as surety, hereinafter called the
Surety are held and firmly bound unto

Village of Lincolnwood
6900 N Lincoln Ave

Lincolnwood, IL 60712

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

Ten Percent of Bid Amount***** **Dollars (\$ 10% of Bid Amount)**,

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

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

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

Signed and sealed this **29** th day of **February** **20 12**

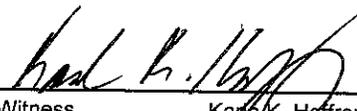
Adlite Electric Co., Inc.



Witness **Teri Roberts**

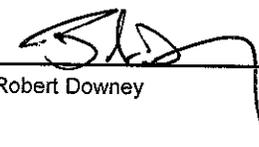
By:  (seal)

(Title) **Thomas Schiro** **President**



Witness **Kara K. Heffron**

Granite Re, Inc.

(seal)


Robert Downey (Title) **Attorney in Fact**

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

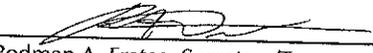
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Rodman A. Frates, Secretary/Treasurer

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

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





Notary Public

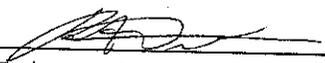
GRANITE RE, INC.
Certificate

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

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

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





Rodman A. Frates, Secretary/Treasurer

**CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD**

AND

Adlite Electric Co. Inc.

**FOR THE CONSTRUCTION OF
PROESEL PARK FIELD #2 SPORTS LIGHTING**

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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 **Adlite Electric Co. Inc., 1355 E. Golf Rd. Des Plaines, IL 60016**, an electrical contractor (“*Contractor*”), make this Contract as of the _____ day of _____, **2012**, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

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

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

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

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

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

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

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

2.2 Delays

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

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

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV **FINANCIAL ASSURANCES**

4.1 Bonds

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

4.2 Insurance

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

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

4.3 Indemnification

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

ARTICLE V **PAYMENT**

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

5.6 Deductions

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

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

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: [INSERT NAME AND TITLE OF CONTACT PERSON]

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

Timothy C. Wiberg, Village Administrator

ATTEST:

[INSERT NAME OF SUCCESSFUL BIDDER]

By: _____

By: _____
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____

Title: _____
[TITLE OF CONTRACTOR'S EXECUTING OFFICER]

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

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

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

DATED this _____ day of _____, 200__.

ATTEST:

**[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 _____, 200__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. **Project:**

PROESEL PARK FIELD #2 SPORTS LIGHTING

2. **Work Site:**

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

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

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

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

_____ days following execution of the Contract by Owner

_____, 200_

5. **Completion Date:**

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

_____, 200__, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$_300,000_ injury-per occurrence

\$_500,000_ disease-per employee

\$_____ disease-policy limit

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

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

All employees shall be included as insured.

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

(1) General Aggregate: \$_2,000,000_

(2) Bodily Injury:

\$_500,000_ per person

\$_1,000,000_ per occurrence

(3) Property Damage:

ATTACHMENT A

\$_1,000,000 per occurrence, and

\$_2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

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

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

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

All employees shall be included as insured.

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

7. **Contract Price:**

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.

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.

ATTACHMENT A

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

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

ATTACHMENT B

**SPECIFICATIONS
[TO BE SUPPLIED BY OWNER**

ATTACHMENT C

LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

SHEET NOS. SHEET TITLES

**DATE LAST
REVISED**

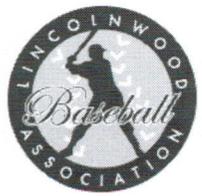
ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, Passover, Rosh Hashanah Yom Kippur Hanukkah, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of the Engineer (Village of Lincolnwood).

APPENDIX 1

PREVAILING WAGE ORDINANCE

[TO BE SUPPLIED BY OWNER]



PO BOX 46443
Chicago, IL 60646
Phone: (847)448-5400
EFax: (888)661-9053
www.lwbba.org

LBA Board Members:

John Lovestrand
President

Mary O'Malley
Vice President

Sam Saleh
Vice President

Barb Pabst
Secretary

Steven Pawlow
Treasurer

Dan Malartsik
Village Liaison

Marcello Falcone
Director

Lou Atsaves
Director

Mike Bartholomew
Director

Patty Elliot
Director

Carter Greene
Director

Jim Kolari
Director

Allen Morgan
Director

Terry Rogan
Director

To: **Dan Malartsik, CPRP**
Superintendent of Parks & Facilities, Village of Lincolnwood

From: **John Lovestrand**
President, Lincolnwood Baseball Association

Date: February 7, 2011

Re: **Additional Lighting @ Proesel Park**

Dear Dan,

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

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

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

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

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

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

Respectfully Submitted,

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

By: 
John Lovestrand, President

Village of Lincolnwood
Advertising and Sponsorship Policy
Established March, 2012

Purpose: To establish the practice of providing advertising and sponsorship opportunities to the public as a means of generating additional revenues for the Village of Lincolnwood and to provide guidelines governing the solicitation of advertisers and sponsors.

Background: The Village has not accepted advertising in any of its communication vehicles to date. Sponsorships have been solicited in the Parks and Recreation Department for the support of programs and special events, but not elsewhere in the Village. However, as the Village has experienced new demands for programs, services and facilities, it has become apparent that alternate revenue streams need to be developed.

Definitions:

- A. Sponsorship
Financial or in-kind support of Village services, facilities, programs or initiatives
- B. Advertising
Selling the opportunity to put information in a publication, website or on Village property

Sponsorship and Advertising Guidelines:

- A. It is the intent of the Village to solicit advertisers and sponsors who provide services and/or products to the residents of the community and other users of Village programs, facilities and services.
- B. It is the intent of the Village to solicit advertisers and sponsors whose product, message or service reflects wholesome family-oriented values consistent with those of the Village of Lincolnwood.
- C. Activities or events to be sponsored must satisfy the following criteria:
 - a. Be open to the public
 - b. Be consistent with the goals and mission of the Village
- D. Rate sheets or other written materials describing available advertising and sponsorship opportunities and costs should be developed and reviewed on an annual basis.
- E. Advertisements from businesses or organizations providing services of programs that compete with services and programs offered by the Village shall not be accepted.
- F. The Village will reserve the right to reject advertising for any reason.

Administration of Sponsored Events:

- A. A sponsor may be required to provide resources to assist in the planning stages of the event. All plans will be subject to final approval of the Village and must be consistent with the Village Code and all policies and procedures of the Village.
- B. The sponsor will be entitled to identification on promotional media at the time and site of the event. All promotional media must first have approval of the Village.
- C. Sponsor may be requested to participate in post-event evaluation with Village staff.
- D. The Village reserves the right to require a Certificate of Insurance naming the Village of Lincolnwood as additional insured in the amounts specified by the Village's insurance provider.

Types of Acceptable Advertising:

- A. Print ads in Village publications such as the Connections newsletter, the parks and recreation brochures, the Social Club newsletter, facility brochures and any other special publication.
- B. Banners, flyers, postcards and posters (temporary in nature).
- C. Permanent signage (scoreboards, dasher boards, identification on facilities and equipment)
- D. Ads on Village website

The acceptance of advertising utilizing media other than those listed above shall be evaluated on a case by case basis and subject to approval of the Village Manager.

Remuneration to Sponsor:

Sponsoring organizations may expect to be compensated for their efforts in two ways:

- A. The Village may provide an appropriate level of advertising to the sponsoring organization in relation to the specific event involved. The manner of advertising must meet the District's requirements as set forth in this policy.
- B. The Village may choose to provide, in exchange for sponsorship, free access to programs, facilities and services (pool admission or program credit)
The method of compensation will be at the sole discretion of the Village.

Solicitation and Approval of Sponsorships/Advertising

- A. Sponsorships will be solicited by the Community Outreach Coordinator of the Parks and Recreation Department, in cooperation with staff from other departments of the Village.
- B. Sponsorships and advertising valued at over \$10,000 require a written agreement approved by the Village Manager.



DIRECTOR'S REPORT

Jan Hincapie, Director of Parks and Recreation

March, 2012

jphincapie@lwd.org

Budget

The budget presentation will take place during the Committee of the Whole for the Village Board on March 20. The new fiscal year begins on May 1, 2012. We have a number of capital projects included in this budget including: funding for both bike paths, replacement of the Springfield Park Playground, funds to finish Channel Runne Park Phase II, and the purchase of ten handicapped accessible picnic tables. The budget also includes funding for another year of Passport to the World, Winter Carnival and the newly-structured Music and Market Series that will be held on Thursdays in Proesel from June 21 – July 26. Staff is really excited for these incredible facilities and programs!

Farmers Market

Staff presented the memorandum regarding the elimination of the Farmers Market in its current form and the enhancement of the summer concert series entitled the “Summer Market and Music” to the Village Board on February 21. The Board liked the idea, but wasn’t sure about the wine and beer component. Staff has been asked to return to the board with a plan if they want to pursue this idea. If we get a vendor interested we will pursue the idea, but we don’t plan to sell it ourselves.

Brick Fundraising Program

The concept of a brick fundraising program as part of the Village promenade project was presented to the Village Board on February 21. They approved the concept so Parks and Recreation staff will be putting together a flyer and promotional plan to sell bricks. As directed, Sally Blackman was notified to alert her of the program. She was pleased and is willing to help in any way to promote the sale of bricks. Brick information will appear in the Village newsletter and the Parks and Recreation Program brochure, and will be available on the website and in hard copy at all Village offices. After only two days we have sold ten bricks! The cost is \$75 per brick.

Naming the Promenade

Also presented on February 21 to the Village Board was the idea of giving the promenade a formal name. Members of the Park Board received some ideas generated by staff. The Village Board opted to have a community contest to name the space. Information regarding the contest will be release within the next 2-3 weeks.

Union Pacific Railway/Proposed Bike Path

We are at the point of hiring an appraiser for the property to help determine a purchase cost. The appraiser has to be approved by IDOT and cannot be hired until the phase I engineering report is approved. We hope to hire an appraiser within the next 4-6 weeks.

Commonwealth Edison Proposed Bike Path

Staff received word from Commonwealth Edison that a draft lease will be ready in March. The request for a lease has to go through many levels of approval before it is presented to the Village. Once we receive the draft we will have legal review and then start the negotiation process. The Commonwealth Edison Bike Path, which will be part of the Skokie Valley Trail, will be constructed in 2013 if all goes as planned.

Vacation

I will be out of the office and area from the afternoon of Friday, March 23 through Monday, April 9. Jan Springer will be in charge in my absence should anything come up.

March 1, 2012

Jeff Fougerousse, Executive Director
Vernon Hills Park District
294 Evergreen Drive
Vernon Hills, IL 60661-2904

Dear Jeff;

On behalf of the Lincolnwood Parks and Recreation Department Board and Staff, I would like to express our gratitude to you and your Board for reaching out to School District 74 after the disappearance of their statue at Todd Hall Elementary School. We were really touched at your quick response to the issue and your willingness to offer to donate a similar statue.

While we aren't privy to the status of the donation, we were proud to be associated with the parks and recreation field when the offer was made. It shows generosity and sensitivity to an unfortunate situation. That is why we appreciate and love our field.

Again, we thank you for this wonderful gesture and wish you the best as we all work to serve our communities and beyond. You will always have friends in Lincolnwood!

Sincerely,

Jan Hincapie, CPRP
Director of Parks and Recreation
Village of Lincolnwood

Brick Campaign



Be a part of Lincolnwood history!

Buy a brick in the Village of Lincolnwood Promenade.
(Between Village Hall and the Police Department entrances).

Honoring the past, celebrating the future and recognizing the community in a special way.

Why should you buy a brick?

Your purchase of an engraved official Lincolnwood brick will...

- Help build a lasting tribute to the Village
- Permanently record your place in Village history
- Honor the past and celebrate the future
- Provide a once in a lifetime opportunity to publicly honor your family, friends or business

Where are the proceeds for the project going?

Money from the sale of promenade bricks will be used for park improvements.

How much does an engraved brick cost?

\$75 includes the cost of the brick, engraving and installation; \$50 for a duplicate brick for you to keep.

Each brick is 4" x 8" and holds up to three lines of text with 13 characters per line.

CUT ON DOTTED LINE AND RETURN WITH PAYMENT

Brick Campaign Ordering Information

Brick Inscription:

(Please print legibly; one letter or space per square.)

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

The Village of Lincolnwood reserves the right to edit text and cannot honor replacement requests.

Please return this form with a check payable to the Village of Lincolnwood and mail it to:

Promenade Brick Program

c/o Parks and Recreation Department
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Deadline for initial order is April 30, 2012.

For more info, please contact the Parks and Recreation Department at (847) 677-9740 or www.lincolnwoodil.org.

	<p>Village of Lincolnwood Policy</p> <p>Park, Building, & Facility Naming</p>	<p>Effective Date: 1994</p> <p>Revision Date: 1999, 2011</p>
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Purpose:

To establish a systematic and consistent approach for the official naming or renaming of park land, buildings, and facilities. It is the responsibility of the Park Board to recommend names for new park land, buildings, or facilities, or when appropriate, to change the existing name of park land, buildings, or facilities of the Village.

It is the objective of the Village of Lincolnwood:

- A. To ensure that the park land is easily identified and located.
- B. To ensure that names of buildings and facilities will engender a strong public image and have public support.

Policy:

It is the policy of the Village of Lincolnwood to reserve the naming or renaming of park land, buildings and/or facilities in a manner that best serves the interest of the community and ensures a worthy and enduring legacy for the Village's park and recreation system.

- A. Park land (Tot Lots, Neighborhood Parks, Community Parks and Bikeways) may be named after streets, geographical locations, events, or concepts.
- B. Park land (Tot Lots, Neighborhood Parks, Community Parks and Bikeways) may not be named after individuals.
- C. The Park Board may solicit public input on proposed building or facility names through public meetings or other means.
- D. The Park Board may hold public contests for the naming of Park building or facility names. such contests shall also be subject to the policies outlined above and are advisory, not binding.
- E. Renaming of existing park land, buildings or facilities is discouraged except where it is found that an individual's character is or was such that continued use of their name for park land , a building or facility is not in the best interest of the Village.
- F. Park buildings or facilities should be named only after discussion and then a waiting period of at least sixty days before voting. A supermajority vote is needed to name a Park building or facility or to change the name of Park land, or buildings or facilities of the Village.



Superintendent of Recreation's Report

Jan Springer, CPRP

March 2012

jspringer@lwd.org

Winter Carnival

The Winter Carnival was held on Sunday, February 26. We could not have asked for better weather - the sun was shining with mild temperatures and snow, yes, snow on the ground! Genelle Iocca, Community Outreach Coordinator, did a great job coordinating the event. The collective effort of Katie Smith, Andy Thurman and Melanie Unterfranz along with the support of our tireless volunteers (including our very own Laura Tomacic), Public Works Department and the Fire Department really made for a very special and successful day. Thank you to everyone for their efforts with this event.

A complete program report will be presented by Genelle Iocca in the Community Outreach Coordinator report for the month of April.

Website Updates & Enhancements

Please take some time to peruse the Parks and Recreation content on the Village website. I have made several changes including:

- New homepage – lists upcoming events and announcements; history, mission, vision and goals are now listed under “general information”
- Revised the menu that appears on the left side of every page, assisting with navigation throughout the site. New main headings include general information, recreation programs and parks and facilities
- Under each heading, subheadings appear linking you to specific information in one click
- Out of date pages will be deleted to avoid confusion when using a search engine such as Google or Yahoo
- Photos have been added to enhance the overall look
- A more user-friendly layout has been used throughout

I welcome any feedback you have and look forward to continuing improvements on the website.

Summer Brochure

We are in the final stages of editing the summer brochure. The final document should be sent to the printer by the end of this week for distribution in early March.



Superintendent's Report

March 2012

Andy Thurman, Superintendent of Parks and Facilities

athurman@lwd.og

Baseball Field #2 Lighting Project

The lighting project went out to bid on February 21. We had a mandatory pre-bid meeting on Friday, February 24, with five contractors attending. We will open the bids on March 6. We have given the contractors a deadline of June 1st to finish the project. This will not interfere with opening the pool.

Pool

I continue to receive applications for lifeguards and have had a chance to sit down with several manager candidates as well. We should have an idea of our management staff in the next couple days. We will install the anchors for the aquatic lifts in the next couple weeks and store the chairs until opening day. The chairs will help us become compliant with the Department of Justice new regulations regarding number of access points to the pools.

I have put a slide on the local cable channel and sent out press releases regarding the date of the non-resident pool pass registration. This year it will be April 21, at 10 A.M. The website also has the information and it will be in the brochure coming out mid-March.

Proesel Park Shelter Rentals/Field Rentals

The Proesel Park Shelter reservation date will be April 2, 2012. With April 1 falling on a Sunday we have moved it to April 2. I have sent out the press release and have put it on the website. This is always a big day in our department and we will have staff starting at 7:30am to hand out numbers. This allows residents will be served on a first come first served basis.

I have met several times with a soccer group that is looking to secure more space in the park on Friday evenings and all day Sunday. They have an interest in helping to develop soccer in Lincolnwood.

Many groups are starting to approach me for field space and baseball diamond space this summer. One group is a lacrosse group and another Niles West for tournaments and feeder teams.

I have had interest in tournaments coming to Lincolnwood both from private groups and our own Lincolnwood Baseball Association. These are all great opportunities to see our park grow and use our new lights.

CPR/AED Training

We had six staff members, full-time and year-round part-time, become certified in CPR and AED on February 29. One of the safety goals for the department is to have all full-time and year round part-time staff become certified. We only have a couple staff members remaining to certify.

Springbrook Steering Committee

I am working with several other departments on the planning of the new financial software upgrade the Village is looking to purchase. Our department would benefit from the upgrade by having better ways to put in work orders and purchase orders to other departments. It would also assist more with the payroll process. The software could also help us understand our indirect costs more and how they affect program fees and rental fees.

I have a follow-up webinar on Monday, March 5 to review the changes. The committee will meet again the following week.

Summer Softball

I have started to contact our softball teams from last fall and last summer. We have a lot of interest from returning teams. There are several leagues in the area that are not going to play again this summer and their teams need space. This is a great opportunity to grow our leagues with the lights coming in. Softball will start the first week of May.



Community Center Program Supervisor

Katie Smith

March 2012

ksmith@lwd.org

Community Center

March is scheduled to be a busy month at the Community Center. Many winter session programs are wrapping up, which means spring classes are right around the corner. This spring, the Community Center will host the following fitness classes:

- Zumba: Tuesdays, Thursdays and Sundays
- Tai Chi: Wednesdays
- Yoga: Mondays
- Tae Kwon Do: Saturdays

Weekends are booked with rentals in March. We look forward to hosting a Women's Self Defense seminar on March 10 and a concert on March 18. The Community Center will be an official polling place for two precincts on Tuesday, March 20.

Youth Programs

March is a great month for kids' activities with many days off of school including Casimir Pulaski Day, Teachers Institute Days and Spring Break. We will hold School's Out on March 5 at the Jump Zone in Niles. This program has filled to capacity, which is great, with Spring Break scheduled for March 23-30.

Summer Camp

As we plan field trips and entertainers for the upcoming summer, we are taking into account some of the wonderful feedback we received from parents last year. With that being said, we have made a few changes to our day camp format including:

- Tessville Tots will have two entertainers visit per session
- Prairie Dogs and Little Lincolns will go on two field trips and have two entertainers visit per session
- No field trips will be scheduled for Mondays; this will be 'get to know you' day, especially important for new Pick-a-Week participants.



COMMUNITY OUTREACH COORDINATOR'S REPORT

Genelle Iocca, Community Outreach Coordinator

March 2012

giocca@lwd.org

Daddy Daughter Dance

The February 10 Daddy Daughter Dance held at Monastero's Ristorante went very well. We had 55 couples registered with 8 additional daughters. See the attached report with the financial breakdown and suggestions for next year.

Fridays for the Family

On March 9, birthday party packages will be promoted at the Lincolnwood Town Center from 5:30 to 6:30pm. This should be a colorful, fun promotion for our themed parties at the Community Center.

Winter Carnival

The Winter Carnival just happened to fall on a day that was sunny, about 50 degrees and there was about 2 inches of snow on the ground. Because of these three factors, and all the community involvement and planning, we had a really great event! Approximately 400 people were in attendance, and everyone seemed to have a good time. A survey is currently on the Parks and Recreation website for attendees to take. A complete program report will be presented at the April meeting.

Pedal the Parks

We are continuing to see interest from businesses to be sponsors of this event. REI has shown preliminary interest in being a sponsor of a park and conducting a challenge. Village Arborist Mark Duntemann also expressed interest, and Lincolnwood Summer Camp staff may conduct a challenge at a park. The next planning meeting will be scheduled in March with an update appearing in the April report.



Youth Programs Coordinator Report

Melanie Unterfranz

March 2012

munterfranz@lwd.org

Summer Camp

We are implementing a new interview process for camp staff this year. Group interviews will be conducted for all new and returning staff beginning in mid March. Candidates will be asked to come prepared to lead a group game. During this time, the panel will assess their leadership and communication skills. They will also be asked to work with other candidates in the group interview to prepare daily activities and then 'sell' their activities to the group during a one-minute presentation. Again, the panel will be looking for strong leadership skills as well as teamwork and their ability to let loose and have fun. Strong candidates from the group interview will be invited back for individual interviews where a more traditional format will be used.

We are working on securing camp field trips and entertainers. In addition, a kick-off opening day game show theme has been adopted for all camps. Additional new ideas include a visit from the "World of Reptiles" as well as a performance of Cinderella in Arlington Heights. Camp Carnival day will return as well as fun dress up days and an Olympic theme throughout the summer.

Winter Carnival

A great time was had by all at the February 26 Winter Carnival. Heading up the concession area and race day registration for the Winter Waddle was very enjoyable. Charging a small fee for concessions did not seem to be problematic. Carnival goers enjoyed the hotdogs and S'mores "kits" the most. Soda and water did not go over well. Race day registration for the Waddle was a hit with several "day-of" registrations.

Pedal the Parks

I will be assisting Genelle Iocca, Community Outreach Coordinator, with Pedal the Parks. I look forward to drawing on my past special events experience to bring some new ideas to the table.