



Village of Winnetka

Village Council Regular Meeting

May 2, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. May 9, 2023 Study Session
 - b. May 16, 2023 Regular Meeting
 - c. June 6, 2023 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. April 3, 2023 Regular Meeting
 - ii. April 11, 2023 Study Session
 - iii. April 18, 2023 Regular Meeting
 - b. Approval of Warrant List Dated April 7, 2023 - April 20, 2023
 - c. Resolution No. R-48-2023: Approving a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150 Public Employees Division (Adoption)
8. **Ordinances and Resolutions**
9. **Old Business**
10. **Adjournment Sine Die**
11. **Village Clerk's Report: Election Results**
12. **Village Clerk to Administer Oath of Office to Village President Chris Rintz, Trustee Robert Dearborn, Trustee Bridget Orsic, and Trustee Kirk Albinson**

NOTICE

All agenda materials are available at [villageofwinnetka.org](https://www.villageofwinnetka.org) (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor).

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

- 13. Call the New Council to Order and Roll Call**
- 14. Public Comment**
- 15. Ordinances and Resolutions**
 - a. Resolution No. R-49-2023: Trustee Swierk Commendation (Adoption)
 - b. Resolution No. R-50-2023: Trustee Cripe Commendation (Adoption)
 - c. Resolution No. R-51-2023: Approving a Contract with Maple Cable Construction, Inc. for Directional Boring Work (Adoption)
- 16. New Business**
- 17. Appointments**
 - a. Resolution No. R-52-2023: Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County (Adoption)
 - b. Appointment of Environmental & Forestry Commission Member
 - c. Appointment of Plan Commission Chairperson
 - d. Appointment of 2023/2024 Council Organizational Assignments
- 18. Closed Session**
- 19. Adjournment**

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 3, 2023**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Monday, April 3, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Bahan called the roll. Present: Trustees Andy Cripe, Tina Dalman, Robert Dearborn, Kim Handler and John Swierk. Absent: Trustee Rob Apatoff. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Ben Schuster, Community Development Director David Schoon, Finance Director Tim Sloth, and approximately 25 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) April 11, 2023 Study Session All of the Council members present said they expect to attend with the exception of Trustee Swierk.
 - b) April 18, 2023 Regular Meeting All of the Council members present said they expect to attend.
 - c) May 2, 2023 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Liz Kunkle addresses Council regarding the importance of the use of reusable compost, and consideration for a sustainability coordinator position.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President.
 - i. President Rintz addresses flood related matters regarding recent severe weather that and the importance of the Stormwater Project. Village Manager Bahan informs Council of accumulated rainfall and resources utilized.
 - ii. President Rintz attended a meeting with Cook County Commissioner Scott Britton, met with the Chair of the Illinois Housing Development Authority and representatives from the Metropolitan Mayors Caucus, and met mayors from the Northwest Municipal Conference.

6) Presentations.

- i) Winnetka Northfield Glencoe Chamber of Commerce 100th Anniversary Proclamation
President Rintz declares April 4, 2023 as Winnetka-Northfield-Glencoe Chamber of Commerce Day, in recognition of the Chamber's 100th Anniversary.

Trustee Dalman, seconded by Trustee Cripe, moved to adopt the proclamation. By roll call vote, the motion carried. Ayes: Trustee Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: Trustee Apatoff. Abstain: None

7) Approval of the Consent Agenda.

Trustee Cripe, seconded by Trustee Dalman, moved to approve the Consent Agenda. By voice vote, the motion carried.

8) Consent Agenda

- a) Approval of Village Council Minutes.

- i) March 7, 2023 Regular Meeting

- b) Approval of Warrant List dated March 10, 2023 – March 23, 2023 in the amount of \$1,560,412.06.

- c) Resolution No. R-35-2023: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Weg Transformers USA, LLC for the Purchase of Three 1000 kVA Pad Mount Transformers (Adoption)

- d) Resolution No. R-42-2023: Waiving Bidding and Approving an Extension to an Agreement with Health Inspection Professionals, Inc. for Health Inspection and Plan Review Services (Adoption)

- e) Resolution No. R-43-2023: Waiving Bidding and Approving an Agreement with Govtemp USA, LLC for Temporary Staffing Services (Adoption)

- f) Approval of Additional Annual Outdoor Seating Area Permits (Adoption)

Trustee Dalman, seconded by Trustee Cripe, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: Trustee Apatoff.

9) Ordinances and Resolutions.

- a) Ordinance No. M-05-2023: Granting an Amendment to a Special Use, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Design of Additions and Site Improvements with the R-5 Single-Family Residential Zoning District (North Shore Country Day School – 310 Green Bay Road) (Introduction/Adoption)

Community Development Director David Schoon addresses Council regarding a request for an amendment to an existing Special Use Permit, Variations, and Certificate of Appropriateness for renovations to an existing gymnasium.

Council discusses matters related to a 270-day delay in construction and proactive outreach to neighbors related to the construction.

Tom Flemma, Head of School at North Shore Country Day School, addresses Council on the proposed design of the gymnasium project.

Trustee Swierk, seconded by Trustee Cripe, moved to waive introduction of Ordinance No. M-05- 2023. By voice vote, the motion carried.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Ordinance No. M-05- 2023. By roll call vote, the motion carried. Ayes: Trustee Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: Trustee Apatoff. Abstain: None.

b) Ordinance No. M-06-2023: Adopting a Comprehensive Plan for the Village of Winnetka (Introduction)

Community Development Director David Schoon advises Council on refinements to the Comprehensive Plan as suggested by Council at the March 14th joint study session with the Plan Commission.

Council discusses matters related to parking addressed in the Comprehensive Plan.

Council commends the Lakota Group on the framework of the Comprehensive Plan.

President Rintz commends the Comprehensive Plan and the involvement of the community.

Trustee Cripe, seconded by Trustee Dalman, moved to introduce Ordinance No. M-06-2023. By voice vote, the motion carried.

c) Resolution No. R-41-2023: Approving a Grant Agreement Between the Village of Winnetka and the Illinois Department of Commerce and Economic Opportunity (Adoption)

Finance Director Tim Sloth addresses Council on a Grant Agreement providing \$16,000,000 in funding and contributing to costs and expenses associated to the Stormwater Project. In addition, Representative Robyn Gabel secured an additional \$12,000,000 grant that will be finalized at a later date. Tim Sloth confirms that the \$16,000,000 grant covers approximately 25% of the Stormwater costs.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Resolution No. R-41-2023. By roll call vote, the motion carried. Ayes: Trustee Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: Trustee Apatoff.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session: None.

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:47 PM.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
April 11, 2023**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, April 11, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, and Kim Handler. Absent: Trustee John Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Interim Police Chief Brian O’Connell, and 1 persons in the audience.
- 2) Public Comment.
 - i) Ted Wynnnychenko addresses Council on concerns regarding renewable energy, lakefront regulations, and street ends.
- 3) Gasoline Powered Leaf Blowers.

President Rintz states Interim Police Chief Brian O’Connell will be providing Council an update regarding the regional working groups findings and policy recommendations.

Interim Police Chief O’Connell provides Council the history of the Village’s leaf blower ordinance, enacted in 1994, the current regulations, and the enforcement measures that have been taken by Police due to an increase in complaints regarding gasoline powered leaf blowers.

The regional working group identified three primary key impacts related to leaf blowers; the environmental impact comparing noise and air pollution, technological comparison between the power of a gas-powered versus an electric/battery powered leaf blower, and cost impacts regarding expenses for purchase and maintenance of the equipment.

After the completion of the study, several policy considerations were presented based on existing ordinances within communities, restrictions that prohibit and permit the use of gasoline powered leaf blowers during certain times within the year, exemptions to various properties, annual licensing requirements, and implementation measures in 2024 consisting of education and outreach for residents and landscapers.

King Poor, former Trustee and Go Green Winnetka member, provides historic context of gasoline powered leaf blower concerns and the collaboration of Go Green groups alongside residents and Village officials throughout the North Shore. Mr. Poor indicates the significance of a unified approach that standardizes leaf blower regulations across the North Shore and discusses the current implementations that have been enacted in surrounding communities. Mr. Poor discusses matters related to proving notices, enforcement measures, public education, property exemptions, financial subsidies.

Council discusses regulations prohibiting the use of types of leaf blowers; gasoline powered leaf blowers versus electric/battery operated leaf blowers, comparison of noise pollution, exemptions related to property, and cost related matters pertaining to the Village.

Council deliberates regulations related to annual licensing agreements, concerns related to violations and enforcement measures, and Village contractor recognition regarding usage of electric and battery powered leaf blowers.

President Rintz confirms the proposed leaf blower regulations consisting of a 9-month ban, use of gasoline powered leaf blowers would only be allowed during the months of April, October, and November, requirement of an annual license and license fee, and with a target implementation date of January 1, 2024.

Staff will engage all stakeholders including the Park District, School Districts, and community organizations to assess the impact of the proposed ban and recommend to Council if any exemptions (i.e. golf courses) are appropriate.

Adjournment. Trustee Dearborn, seconded by Trustee Cripe moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:44 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 18, 2023**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Monday, April 18, 2023, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:03 PM. Assistant Village Manager Kristin Kazenas called the roll. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Robert Dearborn, Kim Handler and John Swierk. Absent: None. Also present: Deputy Village Clerk Berina Gradjan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, and approximately 7 persons in the audience.
- 2) Pledge of Allegiance. Trustee Dearborn led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) May 2, 2023 Study Session All of the Council members present said they expect to attend.
 - b) May 9, 2023 Regular Meeting All of the Council members present said they expect to attend with the exception of President Rintz.
 - c) May 16, 2023 Regular Meeting All of the Council members present said they expect to attend, with the exception of President Rintz.
- 4) Public Comment.
 - i. Liz Kunkle addresses Council regarding the importance of the use of reusable compost and consideration for a sustainability coordinator position.
- 5) Reports:
 - a) Trustees. None.
 - b) Attorney. None.
 - c) Manager. None.
 - d) Village President. None.
- 6) Presentations.
 - i) Monarch Remembrance Day Proclamation
President Rintz declares April 22, 2023 as Monarch Remembrance Day.
Trustee Apatoff, seconded by Trustee Cripe, moved to adopt the proclamation. By voice vote, the motion carried.
 - ii) Arbor Day Proclamation
President Rintz declares April 28, 2023 as Arbor Day.
Trustee Dalman, seconded by Trustee Cripe, moved to adopt the proclamation. By voice vote, the motion carried.

7) Approval of the Consent Agenda.

Trustee Dearborn, seconded by Trustee Dalman, moved to approve the Consent Agenda. By voice vote, the motion carried.

8) Consent Agenda

a) Approval of Village Council Minutes.

- i) March 14, 2023 Joint Study Session
- ii) March 21, 2023 Regular Meeting

b) Approval of Warrant List dated March 24, 2023 – April 6, 2023 in the amount of \$1,364,043.76.

c) Ordinance No. M-06-2023: Adopting a Comprehensive Plan for the Village of Winnetka (Adoption)

d) Resolution No. R-44-2023: Waiving Bidding and Approving a Professional Services Agreement with Baxter & Woodman, Inc. for Professional Engineering Services (Adoption)

e) Resolution No. R-45-2023: Waiving Bidding and Approving the Disposal of a Fire Department Vehicle and the Purchase of a New Incident Command Vehicle from Schmidt Chevrolet Cadillac (Adoption)

f) Resolution No. R-46-2023: Waiving Bidding and Approving a Purchase of Software Licenses from Liftoff, LLC (Adoption)

g) Resolution No. R-47-2023: Waiving Bidding and Approving the Purchase of Pedestrian Crossing Signs from Lightguard Systems, Inc. (Adoption)

h) Approval of Additional Annual Outdoor Seating Area Permits (Adoption)

Trustee Swierk, seconded by Trustee Apatoff, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None.

9) Ordinances and Resolutions.

a) Ordinance No. M-07-2023: Granting an Amendment to a Special Use, Variations from the Winnetka Zoning Ordinance, and a Certificate of Appropriateness for the Design of an Addition and Site Improvements with the R-4 Single-Family Residential Zoning District (Hubbard Woods School – 1110 Chatfield Road) (Introduction/Adoption)

Community Development Director David Schoon addresses Council regarding a request for an amendment to an existing Special Use Permit, Variations, and Certificate of Appropriateness for proposed improvements including a new building addition consisting of a multipurpose room, restrooms, and storage, an exterior mechanical equipment and refuse container enclosure, interior renovations for ADA compliance, new front entry ramp, and security upgrades.

Council addresses matters related to HVAC, garbage enclosure area, and exterior mechanical upgrades.

President Rintz commends the architectural design.

Trustee Swierk, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-07- 2023. By voice vote, the motion carried.

Trustee Swierk, seconded by Trustee Cripe, moved to adopt Ordinance No. M-07- 2023.

By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: None. Abstain: None.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session: None.

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:28 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated April 7, 2023 - April 20, 2023

PRESENTER: Robert M. Bahan

AGENDA DATE: May 2, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated April 7, 2023 - April 20, 2023

RECOMMENDATION:

Consider approving the Warrant List dated April 7, 2023 - April 20, 2023

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-48-2023: Approving a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150 Public Employees Division (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: May 2, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

This agreement represents the initial contract with the International Union of Operating Engineers, Local 150 Public Employees Division (Local 150) for certain employees in the Public Works department. The Village and Local 150 have met to review and negotiate a new agreement. Local 150 recently ratified the agreement reached by the two parties, and the agreement must now be approved by the Village Council.

Local 150 and the Village have reached agreement on a contract term retroactive to January 1, 2022 and ending December 31, 2025. The agreement would authorize wage increases of 2.5% for 2022 and 3.5% per year for 2023, 2024, and 2025.

RECOMMENDATION:

Consider adopting Resolution No. R-48-2023, approving a collective bargaining agreement between the Village of Winnetka, Illinois and the International Union of Operating Engineers, Local 150 Public Employees Division for the period commencing January 1, 2022 and ending December 31, 2025.

ATTACHMENTS:

1. Resolution No. R-48-2023: Approving a Collective Bargaining Agreement Between the Village of Winnetka and the IUOE

RESOLUTION NO. R-48-2023

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
PUBLIC EMPLOYEES DIVISION**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("***Village***") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the regular full-time employees in the Village's Public Works Department in the classifications of Fleet Mechanic, Fleet Foreperson, Fleet Supervisor, Maintenance Worker, Refuse Collector, Refuse Foreperson, Sewer Foreperson, and Street Foreperson, who are employed by the Village are represented by the International Union of Operating Engineers, Local 150, Public Employees Division ("***IUOE***"); and

WHEREAS, the Village has negotiated a collective bargaining agreement with IUOE, for a term retroactively commencing on January 1, 2022, and ending on December 31, 2025 ("***Agreement***"); and

WHEREAS, IUOE members voted to approve the Agreement on April 25, 2023; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with IUOE;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, the Agreement on behalf of the Village.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

May 2, 2023

R-48-2023

ADOPTED this 2nd day of May, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed:

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
150
PUBLIC EMPLOYEES DIVISION
AND
VILLAGE OF WINNETKA
2022-2025

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AGREEMENT

This Collective Bargaining Agreement ("Agreement") has been made and entered into by and between the Village of Winnetka, Illinois, (the "Village") and the International Union of Operating Engineers, Local 150, Public Employees Division (the "Union"), on behalf of certain employees described in Article I.

PREAMBLE

In consideration of mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE 1 RECOGNITION AND MANAGEMENT RIGHTS

SECTION 1.1 RECOGNITION

The Village of Winnetka (hereinafter "Village") recognizes the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter "Union") as the sole and exclusive bargaining representative of employees in the following bargaining unit, as identified in the Illinois Labor Relations Board's certification in Case No. S-RC-20-039 and S-UC-20-051:

Included: All regular full-time employees in the Public Works Department in the classifications of Fleet Mechanic, Fleet Foreperson, Fleet Supervisor, Maintenance Worker, Refuse Collector, Refuse Foreperson, Sewer Foreperson, and Street Foreperson.

Excluded: All other employees of the Village of Winnetka, including the Assistant Public Works Director, Public Works Operation Manager, and Public Works Director as supervisory employees under the Act; the Forester and Assistant Forester as professional employees under the Act; all employees in the Water & Electric Department; and all other supervisors, confidential employees, managerial employees, and short term employees as defined in the Act; and all other employees of the Village of Winnetka.

The Supervisor job title shall be eliminated via attrition. Current employees will maintain that title as long as they remain employed in the bargaining unit.

SECTION 1.2 NEW JOB TITLE/POSITIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification.

SECTION 1.3 MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge probationary employees with or without just cause; to discipline, suspend, and discharge non-probationary employees with just cause; to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions as may be necessary to carry out the mission of the Village.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE 2 UNION ACCESS

SECTION 2.1 UNION ACTIVITY DURING WORKING HOURS

Union officials representing the Union shall be given reasonable access to the Village and bargaining unit employees to investigate and discuss grievances or other workplace-related complaints. This access shall at all times be conducted in a manner so as not to impede normal operations. Except as otherwise provided in this Article, to avoid impeding normal operations, discussions with bargaining unit employees shall only occur during the employees' breaks or lunch periods, or before or after the employees' shift. The Union shall request permission to access non-public areas of Village property in advance.

Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employee.

Within 10 calendar days from the date of hire of a bargaining unit employee, the Village shall provide to the Union in an electronic file or other mutually agreed format the following information about the new employee: the employee's name, job title, home address, work telephone number, and any home and personal cellular telephone on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

On a date, time, and place determined by the Village (but no later than 10 calendar days within the new employee's date of hire), the Village shall provide to the Union a meeting space to meet with the new employee. This meeting shall not last more than one (1) hour.

SECTION 2.2 TIME OFF FOR UNION ACTIVITIES

Two (2) stewards shall be allowed time without pay up to one (1) week for legitimate Union business such as Union meetings, state or international conventions, provided such representatives give reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off it does not interfere with the operating needs of the Village as determined by the Director or their designee. The employee may utilize any accumulated time off, in accordance with the provisions of this Agreement, in lieu of the employee taking such without pay.

SECTION 2.3 UNION BULLETIN BOARD

The Village shall provide one Union bulletin board at the Public Works facility. The board shall be for the sole and exclusive use of the Union. The posting of Union

notices shall be non-political, non-discriminatory, and non-inflammatory nature. The Union shall limit its posting of Union notices and information to the space provided.

SECTION 2.4 EMPLOYEE INFORMATION

The Village shall provide to the Union upon request (but no more than twice per calendar year) a spreadsheet of all current bargaining unit employees which will include the employee's name, job title, work telephone numbers, date of hire, work email address, and home address on file with the Village.

ARTICLE 3 UNION DUES CHECKOFF

SECTION 3.1 DEDUCTIONS

The Village agrees to deduct from the pay of those employees who are Union members Union membership dues, assessments, fees, and voluntary fair share payments upon submission of an appropriate, lawfully written, voluntary authorization. Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act, and/or any other applicable State statute, and the requirements of the United States and Illinois Constitutions.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made per pay period and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the Village of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date, but shall not increase the dues or other approved deductions more than two (2) times per year. The Union shall certify the current amount of Union deductions.

The Village will not deduct any money on behalf of the Union from the wages of any employee who has not voluntarily signed a dues authorization card. If at any time an employee provides the Union written notice that he or she is revoking his or her dues authorization the Union will immediately notify the Village of such revocation and the Village will stop all dues deductions that have not already been processed. The Union shall indemnify the Village under Section 3.2 for any and all claims asserted based on the Union's failure or alleged failure to notify the Village that an employee has revoked his or her authorization.

SECTION 3.2 INDEMNIFICATION

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the

Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE 4 HOURS OF WORK AND OVERTIME

SECTION 4.1 APPLICATION OF ARTICLE

The provisions of this Article are intended to provide the basis for calculating overtime pay and shall not be construed as a guarantee of hours of work per day or per week or pay in lieu thereof, or as a limitation upon the minimum hours per day or per week which may be required.

SECTION 4.2 WORKDAY AND WORKWEEK

The normal workday is currently 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch, Monday through Friday. The normal workday for refuse employees is eight (8) hours per day and five days per week, 5:30 a.m. to 2:00 p.m., Monday through Friday. The normal workday for employees assigned to the Sweeper is 4:00 a.m. to 12:00 p.m., Monday through Friday. Employees shall be required to report, ready for work, to the workplace at the beginning of each workday. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early or be paid overtime at the appropriate rate of pay. Employees will be provided with one (1) paid twenty (20) minute break in the morning.

The Village reserves the right to temporarily modify the normal workday of its employees, given that the Village provides at least thirty (30) days' advance notice to the employees affected. Any temporary change shall be made division wide and for legitimate business reasons. Any temporary change shall not be made for the sole purpose of avoiding overtime work and shall not change the normal workday as defined above for purposes of calculating overtime. Before any such changes are made permanent for legitimate business reasons, the Village shall notify the Union and, upon request by the Union, meet and bargain regarding the change in schedule.

The Village reserves the right to shift employees between divisions to accommodate for unplanned employee absences, without thirty (30) days' notice, and adjust the start and end time of the workday to the normal start time to the hours of the division the employee is being shifted.

SECTION 4.3 OVERTIME COMPENSATION

Overtime at the rate of and one-half times (1.5x) the employee's regular rate of pay shall be paid for all hours actually worked in excess of forty hours of work in a single workweek or in excess of an employee's normal workday as defined in Section 4.2. For the purpose of this section only, all employee benefit time (e.g., vacation leave, sick leave, holiday time) shall count as "hours worked."

A bargaining unit employee shall be paid at two (2) times the employee's regular hourly rate of pay for all hours worked on Sundays and observed holidays, as defined in Section 9.1.

SECTION 4.4 OVERTIME DISTRIBUTION

The Public Works Director or designee(s) shall have the right to require overtime work. When possible without negatively impacting the operations of the Department, the Director will seek volunteers amongst the employees who normally and customarily perform the work involved before mandating overtime. All overtime work must be approved by a supervisor outside the bargaining unit. Employees will not be mandated to work overtime unless no qualified employee volunteers.

SECTION 4.5 CALLBACK

Employees who are called back to work outside their normal hours shall be paid at the appropriate overtime-rate of pay for all hours actually worked, depending on whether the employee works overtime as defined in Section 4.3 above. Employees who were on call are required to work a call-back assignment (including Supervisors and Forepersons) shall be compensated at a guaranteed minimum three (3) hours of the appropriate over-time rate of pay regardless of the length of the call-back. The three (3) hour minimum shall only apply to the employees who were on call; employees who are called back and were not on call shall receive overtime pay for the hours actually worked. Employees who are able to actually handle a call remotely will be paid at the appropriate rate for hours worked in excess of five (5) minutes in fifteen (15) minute increments.

SECTION 4.6 ON-CALL PAY

Employees shall be assigned to be on-call according to a rotating list amongst qualified employees. The first on-call position shall be assigned to a supervisor, foreperson or acting supervisor. While on-call, employees must be fit for duty. Employees who are on-call shall be required to carry an approved communication device throughout the time in which they are on-call.

Employees who carry employer-issued communication devices shall not be required to pay for reasonable personal phone calls made from that device. Placing international, 1-900, or other calls that result in a fee to the Village is strictly prohibited. Employees who are placed on-call subject to the duty lists shall not refuse overtime assignments when called. Employees on-call subject to the duty list who cannot be reached by telephone, shall be appropriately disciplined if such is reasonable and appropriate under the circumstances.

Employees designated to be on "standby/on-call duty" will receive six hours of compensation at a rate of one and one-half times the employee's hourly rate of pay for each 7-day standby period assigned to the employee. During a standby period, employees remain free to pursue personal activities, although an employee who is on standby must refrain from any activities that would impair the employee's ability to

respond to a call, including consuming alcohol or using medications that might impair an employee's fitness for duty.

An employee who has been designated on "standby/on-call duty" for an observed holiday occurring during the 7-day period will receive an additional two hours of pay at a rate of one and one-half times the employee's hourly rate for that 7-day standby period for each observed holiday. Only the observed holiday, not the actual holiday, shall be counted. Beginning upon ratification of the parties' initial collective bargaining agreement, all bargaining unit employees, including Forepersons and Supervisors, qualify for on-call pay.

Any employee who fails to answer calls while they are designated as "on-call" will be subject to discipline.

SECTION 4.7 MANDATORY REST PERIOD

An employee who has worked more than 16 consecutive hours, or more than eight hours overtime in a 16-hour period immediately preceding their workday shall, upon release, be provided a rest period before they return to work, contingent on operational needs. If a rest period extends into a basic workday, the employee will not be required to use accrued time to offset that rest.

The Director of Public Works, at their discretion, may elect to hold over employees for longer than 16 hours if emergent events necessitated staffing. Likewise, the Director may release the employee after 16 hours if they feel the employee is not able to safely perform their duties. Time worked in excess of 16 consecutive hours shall be paid at double the employee's hourly rate. The Director also reserves the right to shift employee start times should a continued, emergent event required around-the-clock coverage over a prolonged period. Rest hours will still be in effect under this circumstance.

SECTION 4.8 NO PYRAMIDING

Compensation shall not be paid, or compensatory time taken, more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.9 WORK BY NON-BARGAINING UNIT EMPLOYEE

Nothing within this agreement shall be construed to prohibit or restrict the assignment or performance of any work by non-bargaining unit personnel. Non-bargaining unit personnel may perform any work during normal work hours but shall not work to deprive employees of overtime.

ARTICLE 5 SENIORITY

SECTION 5.1 SENIORITY DEFINED

Seniority shall be based on the length of time from the employee's last date of beginning continuous full-time employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay.

If more than one person is hired on the same day, conflicts in seniority shall be determined by alphabetical order, last name then first name.

SECTION 5.2 BREAKS IN CONTINUOUS SERVICE AND TERMINATION OF SENIORITY

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged with or without just cause;
- c) retires or is retired;
- d) fails to report for work within three (3) work days after the conclusion of an authorized leave of absence, unless the employee is unable to do so for reasons beyond his control which the employee could not have reasonably anticipated;
- e) is laid off and fails to notify the Village of his intent to return to work within (14) calendar days after receiving notification of recall;
- f) is laid off for a period in excess of two years;
- g) does not perform work for the Village for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or
- h) is absent for three (3) or more consecutive work days without notifying the Village, unless the employee is unable to do so for reasons beyond his control which the employee could not have reasonably anticipated.

SECTION 5.3 SENIORITY LIST

The Village shall maintain a seniority list which shall be furnished to the Union upon request. Any objection to the seniority list shall be submitted to the Director within 14 calendar days of the posting. Failure to file an objection within this timeframe will result in the list standing as is.

SECTION 5.4 PROBATIONARY EMPLOYEES

An employee is probationary for the first twelve (12) months of employment. Time absent from work for any reason shall not count towards satisfaction of the probationary period. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discipline, dismissal, or layoff.

Employees who are promoted or transferred within the bargaining unit shall be required to serve a special probationary period of six months. During this special probationary period, the only reason that the employer may remove the employee from his or her position "without just cause" shall be related to the employee's performance of the job functions that are unique to his or her new position. If an employee is removed from his or her position without just cause during this special probationary period, the employee may be transferred into any vacant bargaining unit position the employee is presently qualified to perform, and the employee will be paid at the rate of pay for that position. If there are no vacant bargaining unit positions the employee is presently qualified to perform, then the employee may bump into his or her prior position, even if that will result in the layoff or discharge of a more junior employee.

ARTICLE 6 LAYOFF AND RECALL

SECTION 6.1 NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Village shall give the Union at least forty five (45) calendar days' notice of any layoffs.

SECTION 6.2 GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority, as defined in Article V, within job classification. In the event an employee is selected for layoff, the employee may exercise the right to bump into any classification or position (provided it is not a higher level position), provided that the employee has more seniority than any other person in that classification or position, and further provided that the employee is qualified to perform the duties of the position within five (5) working days, including obtaining any required licensing or certification(s). In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although the employee may then likewise exercise any bumping rights the employee might have under this Section. This procedure will be followed until any bumping rights are exhausted. Employees bumping into a position will be paid at the rate of the position that the employee bumps into, and not at the rate of the position that the employee bumps from.

SECTION 6.3 RECALL OF LAID-OFF EMPLOYEES

Non-probationary employees who are laid off pursuant to the above Section shall be placed on a recall list for a maximum period of two (2) years following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying bargaining unit job classification. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Village shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the Village with an address and email address to which a recall notice can be sent. The Village may send recall notices via electronic mail. Any employee who declines a recall under this Section shall forfeit further recall rights. Any employee who fails to notify the Village of his intent to return to work within fourteen (14) calendar days after the Village sends notice of recall shall forfeit his or her recall rights.

This Section shall not apply to part-time or probationary employees, who have no recall rights.

SECTION 6.4 EFFECTS OF LAYOFF

The parties agree that the following provisions shall apply to any employees who are laid off by the Village:

- (a) An employee shall be paid for any earned but unused vacation days and personal days.
- (b) An employee shall have the right to maintain insurance coverage for up to eighteen (18) months, by paying in advance the standard COBRA monthly premium for single and, if desired, family coverage (plus any administrative fee permitted by applicable federal or state law).
- (c) If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- (d) Upon recall, the employee's seniority shall be adjusted by the length of the layoff and the employee will perceive a pro rata accumulation of vacation time based on the number of days left in the calendar year.

ARTICLE 7 DISCIPLINARY PROCEDURES

SECTION 7.1 EMPLOYEE DISCIPLINE

Probationary employees may be disciplined with or without just cause. Non-probationary employees covered hereunder shall only be disciplined for just cause. The Village agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

- (A) Oral warning
- (B) Written reprimand
- (C) Suspension with or without pay
- (D) Termination
- (E) Demotion

The Village shall retain the right to invoke discipline that bypasses steps of progressive discipline and implement any level of discipline it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Village may invoke a suspension, demotion, or dismissal without oral warning or written warning, and may invoke a written warning without oral warning.

Prior to imposition of suspension, demotion, or discharge, the employee will be afforded notice of the preliminary decision and an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director of Public Works or his/her designee.

SECTION 7.2 UNION REPRESENTATION

An employee shall be entitled to request the presence of a Union representative at any pre-disciplinary investigatory interview, which the employee reasonably believes may lead to his own discipline. The Village will permit the employee reasonable time to secure the presence of a Union representative, provided the presence or unavailability of such employee or representative does not unreasonably delay such investigatory interview.

ARTICLE 8 GRIEVANCE PROCEDURE

SECTION 8.1 GRIEVANCE DEFINED

A grievance is any dispute or difference of opinion between an employee covered by this Agreement and the Village, with respect to the meaning, or application of the express provisions of this agreement.

SECTION 8.2 PROCESSING OF GRIEVANCE

Grievances shall be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3 GRIEVANCE STEPS AND ARBITRATION

The parties acknowledge that it is usually most desirable for an employee and his/her immediate non-bargaining unit supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: A grievance shall be submitted by the Union in writing to the appropriate immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works or his designee within ten (10) business days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis

upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director, or his designee, shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within ten (10) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director, or his designee, shall provide a written answer to the Union within ten (10) business days following their meeting or following receipt of the grievance, whichever is later.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within ten (10) business days after receipt of the Village's answer at Step 2. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, may offer to meet with the Union within ten (10) business calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within ten (10) business calendar days following the meeting or following receipt of the grievance, whichever is later.

STEP 4: **ARBITRATION.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer as provided to the Union at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Arbitrators shall be members of the National Academy of Arbitrators and residents of Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, before the striking process begins. The party requesting arbitration shall first strike two (2) names from the panel. The other party shall strike from the remaining names. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may waive this requirement.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. Unless otherwise mutually agreed, the cost of a written transcript shall be divided equally between the Village and the Union.

LIMITATIONS ON AUTHORITY OF ARBITRATOR. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

SECTION 8.4 GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant.

SECTION 8.5 SETTLEMENTS AND TIME LIMITS

No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the first occurrence of the event giving rise to the grievance or within ten (10) business days after the employee and Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department's last answer.

SECTION 8.6 UNION STEWARDS

Three (3) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to the Director of Public Works identifying the Stewards.

ARTICLE 9 LEAVES

SECTION 9.1 HOLIDAYS

The Village observes the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas

Regardless of any individual employee's assigned work schedule, a recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise

have regularly worked on that day. If a non-exempt employee works on a recognized holiday, the employee will receive his wages at the appropriate rate of pay in addition to the holiday pay.

SECTION 9.2 VACATION

Employees are eligible to earn and use paid vacation time as described herein. Employees will be credited with their vacation time at the beginning of each calendar year and may request use of their vacation time at any time during the year for which it is credited. The amount of paid vacation time eligible employees earn increases with the length of their employment as shown below. The length of eligible service is calculated on the basis of a calendar year and may be prorated for the first and last years of employment.

The vacation earning schedule is based on years of continuous eligible service as follows. In no event shall the maximum vacation hours earned by any employee in any one calendar year exceed the equivalent of 200 hours of vacation.

Calendar Years in which Anniversary Date of Employment Occurs	Vacation Hours Each Calendar Year
1 st through 4 th Year	80 hours
5 th Year	88 hours
6 th Year	96 hours
7 th Year	104 hours
8 th Year	112 hours
9 th Year	120 hours
10 th Year	128 hours
11 th Year	136 hours
12 th Year	144 hours
13 th Year	152 hours
14 th Year	160 hours
15 th – 21 st Year	168 hours
22 nd Year	176 hours

23 rd Year	184 hours
24 th Year	192 hours
25 th Year plus	200 hours

To take vacation, employees must request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including Village needs and staffing requirements. Requests will be reviewed on a first come, first served basis. Vacation should be scheduled in minimum increments of at least one day unless otherwise approved by a non-bargaining unit supervisor. Vacation time is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as shift differentials, longevity, or any other premium or incentive pay.

Up to one year of vacation time may be carried over to the next calendar year, subject to written approval of the Department Head (e.g., an employee with ten years of service may carry over 120 hours of vacation). Vacation in excess of these limits shall be forfeited. No vacation time can be cashed in except upon separation from employment. At that time, the amount of vacation earned to date will be determined based on the number of months worked. Employees will be paid on a pro rata basis for any earned vacation time. Unearned vacation time that was used must be repaid to the Village. Unearned vacation time will be deducted from the employee's final pay and any balance still owed shall be repaid by the employee.

The parties recognize and agree the benefits provided in this Agreement are more generous than the benefits required by the Illinois Paid Leave for All Workers Act, S.B. 0208. Pursuant to Section 15(n) of that Act, the parties voluntarily waive the benefits provided under that Act in favor of the benefits provided under this bargaining agreement.

SECTION 9.3 PERSONAL DAYS

Full-time employees will receive five (5) personal days each calendar year. Personal days cannot be carried over from year to year and will be forfeited on December 31 of each year. Employees requesting to use personal time for a planned absence are required to give advance notice to their non-bargaining unit supervisor. Employees who need to use personal time for unplanned absences are required to give notification to their non-bargaining unit supervisor at least one hour before the start of the shift. Employees are required to give their non-bargaining unit supervisor the reason for the unplanned absence. Failure to provide proper notice may result in denial of the paid personal time and disciplinary action. Notification shall be made pursuant to the Public Works Department's notification policy, as may be updated from time to time.

Personal time is paid at the employee's base pay rate at the time of use. It does not include overtime or any special forms of compensation such as shift differentials, longevity, or any other premium or incentive pay. Unused personal days are not paid at separation of employment.

SECTION 9.4 SICK LEAVE

The Parties agree that sick leave benefits and sick leave payouts should be administered consistent with Appendix B.

SECTION 9.5 JURY DUTY LEAVE

Employees shall receive full pay while serving jury duty. Pay will be calculated at the employee's regular base rate of pay times the number of regular hours the employee would otherwise have worked on the day of absence. All court monies received may be retained by the employee to cover transportation expenses. The Village will continue to provide health insurance benefits, subject to any employee contributions that may be applicable, for the full term of the jury duty absence. Accrual for benefits calculations, such as vacation, sick leave, or holiday benefits, will not be affected during jury duty leave.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. Either the Village or the employee may request an excuse from jury duty, if, in the Village's judgment, the employee's absence would create serious operational difficulties.

Employees will be compensated by the Village at their regular base rate of pay for work-related witness duty. Employees will be granted unpaid time off to appear in court in response to a non-work-related subpoena. Employees may use any available accrued vacation to receive compensation for the period of this absence.

SECTION 9.6 MILITARY LEAVE

Military leave shall be provided in accordance with applicable law.

SECTION 9.7 BEREAVEMENT LEAVE

Employees shall be permitted twenty-four (24) hours of paid bereavement leave for the death of an immediate family member. For purposes of bereavement leave, "immediate family" is defined as the employee's mother, father, uncle, aunt, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, niece, nephew, spouse, child (natural, step, and adopted), grandchild, grandparent, grandparent-in-law, stepmother, stepfather, stepsister, stepbrother, and relatives living in the same house as the employee.

SECTION 9.8 FAMILY MEDICAL LEAVE ACT

Employees may be eligible for leave pursuant to the Family Medical Leave Act in accordance with Village policy, as may be modified from time to time.

ARTICLE 10 LABOR MANAGEMENT CONFERENCES

SECTION 10.1 LABOR-MANAGEMENT CONFERENCES

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

The party requesting the meeting shall submit a written agenda of items to discuss at least five (5) days prior to the date of the meeting. Items not identified on the agenda shall not be discussed without prior approval of both parties. A Union representative, Union Stewards, or affected bargaining unit personnel may attend these meetings. The Village may assign appropriate management personnel to attend.

SECTION 10.2 PURPOSE AND SCOPE

Labor management meetings shall be chaired by the Village representative. There shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Attendance at meetings outside of regular work hours shall not be considered time worked for the bargaining unit employees involved.

ARTICLE 11 MISCELLANEOUS PROVISIONS

SECTION 11.1 GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include all genders and gender identities equally and vice versa.

SECTION 11.2 UNIFORM/BOOTS

Employees are required to report to work in attire that is suitable for the job. Employees shall receive eleven (11) pairs of pants with laundry service each year. Mechanics shall also receive eleven (11) long or short sleeve button shirts with laundry

service each year. Employees other than mechanics shall receive nine (9) t-shirts and may select any combination of short sleeve or long sleeve t-shirts. Employees shall receive an annual boot allowance of two hundred dollars (\$200.00) with proper receipt reimbursement.

SECTION 11.3 TRAINING AND LICENSE CERTIFICATION REIMBURSEMENT

When the Village requires an employee to attend training or attend classes to receive or maintain a Village-required certification, the Village will pay the costs for such approved training, subject to the Village's policies as may be modified from time to time. Employees must contact their non-bargaining unit supervisor or Department Head for approval prior to registering for job-specific training courses.

The Village agrees to compensate all bargaining unit employees required to attend training for time spent in training at the appropriate rate of pay. Employees may submit for expense reimbursement pursuant to Village policy as may be modified from time to time.

SECTION 11.4 DRUG AND ALCOHOL TESTING

The Drug and Alcohol Policy is attached in Appendix A.

SECTION 11.5 PROTECTIVE CLOTHING

When the Village requires employees to wear items of protective clothing and safety gear, the Village shall provide such items, including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses. Failure to wear required protective clothing shall result in discipline.

SECTION 11.6 NO SOLICITATION

The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Winnetka Public Works Department or the Village of Winnetka.

Bargaining unit members agree that the Village name, logo or insignia, communications systems, supplies and materials will not be used for solicitations purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The Bargaining unit members agree that they will not use the words "Winnetka Public Works Department" in their name or describe themselves as the "Village of Winnetka." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of a labor organization providing collective bargaining and other benefits to certain public works employees employed by the Village. This paragraph does not apply to the solicitation efforts of Local 150 or any of its agents who are not bargaining unit members.

Each party to this Agreement agrees that they will comply with all applicable laws regarding solicitation.

ARTICLE 12 SUBCONTRACTING

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village contracts out work in a general area that would result in the layoff of any non-probationary bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and negotiate the matter at least twenty-one (21) days before the date an existing non-probationary bargaining unit employee is laid off, i.e., removed from the active payroll, as a direct result of such contracting out. Such negotiations may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out.

ARTICLE 13 NO STRIKE/NO LOCKOUT

SECTION 13.1 NO STRIKE

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, refuse to cross a picket line, picketing during working hours, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for doing so.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work and use their best efforts to achieve a prompt resumption of normal operations.

SECTION 13.2 DISCIPLINE OF STRIKERS

Any employee who violates the provisions of Section 19.1 above shall be subject to discipline, including immediate discharge. The Employer retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act. An employee disciplined for violating this Article shall have no recourse to the grievance procedure as a way to

challenge the severity of the Employer's discipline, except for the limited purpose of disputing whether he violated Section 19.1 in the first instance.

SECTION 13.3 NO LOCKOUT

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

SECTION 13.4 JUDICIAL RESTRAINT

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

ARTICLE 14 FILLING OF VACANCIES

SECTION 14.1 POSTING

Whenever the Village determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted electronically for ten (10) business days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 14.2 FILLING OF VACANCIES

The Village retains the final right to determine whether or not an opening should be filled, and by whom, pursuant to this Section. In the event the skill, qualifications, and experience of two or more applicants (internal or external) for a bargaining unit position posted under this Section are equal, as reasonably determined by the Village, then an existing employee with greater seniority will be offered the position first.

ARTICLE 15 INSURANCE

SECTION 15.1 HEALTH INSURANCE

The Village shall provide health insurance, life insurance, and dental insurance coverage and benefits for employees and their dependents on the same basis as provided to the Village's non-represented employees. Notwithstanding the foregoing, the Village retains the right to change insurance carriers, to self-insure, or to adopt a Health Maintenance Organization ("HMO"), high deductible, or PPO plan for the provision of life insurance, medical benefits, or dental benefits. In addition, the Village retains the right to change provisions in its health and dental insurance program,

provided the new coverage and benefits are the same as offered to the Village's non-represented employees and provided the changes are not arbitrary and capricious.

Employees shall pay the same amount towards the cost of health insurance as the Village's non-represented employees, provided the insurance premium contributions shall not exceed the following amounts:

	Calendar Year 2022	Calendar Year 2023 and retroactive to 1-1-2023
Employee Only	11.5% of the total premium	12.5% of the total premium
Employee + 1	11.5% of the total premium	12.5% of the total premium
Family	12.0% of the total premium	12.5% of the total premium

SECTION 15.2 LIFE, DENTAL, AND VISION INSURANCE

The Village shall provide life insurance, dental insurance, and vision insurance to bargaining unit employees on the same basis as provided to non-bargaining unit employees.

SECTION 15.3 TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in those policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee, or beneficiary of any Village employee.

ARTICLE 16 WAGE RATES

SECTION 16.1. PAY PLAN

Employees covered by this Agreement shall be paid pursuant to the Village's pay plan, except as modified herein. Employees who are not yet at top pay are eligible to advance one step on their anniversary date if their overall performance rating is "Meets Expectations" on their performance review, or two steps if their overall rating on their performance review is "Exceeds Expectations" or "Outstanding."

The step schedules for bargaining unit employees shall be as follows, effective January 1, 2022, and retroactive to that date for any employee employed by the Village on the date of ratification. The step schedule reflects wage increases of 2.50% effective January 1, 2022; 3.50% effective January 1, 2023; 3.50% effective January 1, 2024; and 3.50% effective January 1, 2025.

Maintenance Worker & Refuse Collector- Non Grandfathered

		Current	2.50% 1/1/2022	3.50% 1/1/2023	3.50% 1/1/2024	3.50% 1/1/2025
A	1	\$59,241	\$60,722	\$62,847	\$65,047	\$67,324
B	2	\$61,013	\$62,538	\$64,727	\$66,993	\$69,337
C	3	\$62,846	\$64,417	\$66,672	\$69,005	\$71,420
D	4	\$64,729	\$66,347	\$68,669	\$71,073	\$73,560
E	5	\$66,673	\$68,340	\$70,732	\$73,207	\$75,770
F	6	\$68,671	\$70,388	\$72,851	\$75,401	\$78,040
G	7	\$70,731	\$72,499	\$75,037	\$77,663	\$80,381
H	8	\$72,857	\$74,678	\$77,292	\$79,997	\$82,797
I	9	\$75,043	\$76,919	\$79,611	\$82,398	\$85,282
J	10	\$77,293	\$79,225	\$81,998	\$84,868	\$87,839
K	11	\$79,609	\$81,599	\$84,455	\$87,411	\$90,471
L	12	\$81,999	\$84,049	\$86,991	\$90,035	\$93,187
M	13	\$84,461	\$86,573	\$89,603	\$92,739	\$95,985
N	14	\$86,990	\$89,165	\$92,286	\$95,516	\$98,859
O	15	\$88,857	\$91,078	\$94,266	\$97,565	\$100,980

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Maintenance Worker & Refuse Collector - Grandfathered

		Current	2.50% 1/1/2022	3.50% 1/1/2023	3.50% 1/1/2024	3.50% 1/1/2025
A	1	\$60,958	\$62,482	\$64,669	\$66,932	\$69,275
B	2	\$62,781	\$64,351	\$66,603	\$68,934	\$71,347
C	3	\$64,667	\$66,284	\$68,604	\$71,005	\$73,490
D	4	\$66,607	\$68,272	\$70,662	\$73,135	\$75,695
E	5	\$68,606	\$70,321	\$72,782	\$75,330	\$77,966
F	6	\$70,662	\$72,429	\$74,964	\$77,587	\$80,303
G	7	\$72,782	\$74,602	\$77,213	\$79,915	\$82,712
H	8	\$74,970	\$76,844	\$79,534	\$82,317	\$85,199
I	9	\$77,216	\$79,146	\$81,917	\$84,784	\$87,751
J	10	\$79,536	\$81,524	\$84,378	\$87,331	\$90,388
K	11	\$81,919	\$83,967	\$86,906	\$89,948	\$93,096
L	12	\$84,377	\$86,486	\$89,513	\$92,646	\$95,889
M	13	\$86,910	\$89,083	\$92,201	\$95,428	\$98,768
N	14	\$89,514	\$91,752	\$94,963	\$98,287	\$101,727
O	15	\$91,433	\$93,719	\$96,999	\$100,394	\$103,908

Fleet Mechanic

		Current	2.50% 1/1/2022	3.50% 1/1/2023	3.50% 1/1/2024	3.50% 1/1/2025
A	1	\$65,147	\$66,776	\$69,113	\$71,532	\$74,035
B	2	\$67,102	\$68,780	\$71,187	\$73,678	\$76,257
C	3	\$69,114	\$70,842	\$73,321	\$75,888	\$78,544
D	4	\$71,192	\$72,972	\$75,526	\$78,169	\$80,905
E	5	\$73,326	\$75,159	\$77,790	\$80,512	\$83,330
F	6	\$75,527	\$77,415	\$80,125	\$82,929	\$85,832
G	7	\$77,789	\$79,734	\$82,524	\$85,413	\$88,402
H	8	\$80,123	\$82,126	\$85,000	\$87,976	\$91,055
I	9	\$82,527	\$84,590	\$87,551	\$90,615	\$93,787
J	10	\$85,005	\$87,130	\$90,180	\$93,336	\$96,603
K	11	\$87,552	\$89,741	\$92,882	\$96,133	\$99,497
L	12	\$90,182	\$92,437	\$95,672	\$99,020	\$102,486
M	13	\$92,883	\$95,205	\$98,537	\$101,986	\$105,556
N	14	\$95,672	\$98,064	\$101,496	\$105,048	\$108,725
O	15	\$97,721	\$100,164	\$103,670	\$107,298	\$111,054

Foreperson – Maintenance and Refuse

		3.50%	3.50%
Step	January 1, 2023	January 1, 2024	January 1, 2025
A	\$73,535	\$76,109	\$78,773
B	\$75,560	\$78,205	\$80,942
C	\$77,584	\$80,300	\$83,110
D	\$79,609	\$82,395	\$85,279
E	\$81,634	\$84,491	\$87,448
F	\$83,658	\$86,586	\$89,617
G	\$85,683	\$88,682	\$91,785
H	\$87,707	\$90,777	\$93,954
I	\$89,732	\$92,872	\$96,123
J	\$91,756	\$94,968	\$98,292
K	\$93,781	\$97,063	\$100,460
L	\$95,805	\$99,159	\$102,629
M	\$97,830	\$101,254	\$104,798
N	\$99,854	\$103,349	\$106,967
O	\$103,904	\$107,540	\$111,304

Foreperson – Fleet

		3.50%	3.50%
Step	January 1, 2023	January 1, 2024	January 1, 2025
A	\$79,801	\$82,594	\$85,485
B	\$82,035	\$84,906	\$87,877
C	\$84,268	\$87,218	\$90,270
D	\$86,502	\$89,530	\$92,663
E	\$88,736	\$91,841	\$95,056
F	\$90,969	\$94,153	\$97,449
G	\$93,203	\$96,465	\$99,842
H	\$95,437	\$98,777	\$102,234
I	\$97,671	\$101,089	\$104,627
J	\$99,904	\$103,401	\$107,020
K	\$102,138	\$105,713	\$109,413
L	\$104,372	\$108,025	\$111,806
M	\$106,606	\$110,337	\$114,199
N	\$108,839	\$112,649	\$116,591
O	\$113,307	\$117,273	\$121,377

Employees holding the job title of “Supervisor” prior to ratification of the parties’ initial collective bargaining agreement shall continue to hold that job title. The

classification of "Supervisor" shall be eliminated by attrition. Any employees hired after the "Supervisor" classification has been eliminated shall be classified as "Foreperson" and shall be paid at the wage rates listed above.

Employees in the current classification of Supervisor shall receive the following wage increases to the current Supervisor pay scales:

January 1, 2022 – 2.5%

January 1, 2023 – 3.5%

January 1, 2024 – 3.5%

January 1, 2025 - 3.5%

Any eligible employee hired on or after January 1, 2003, may participate in the Village's performance based "merit pay" program, pursuant to Village policy.

The Village may in, in its discretion, begin an employee at a Step higher than Step A based on the employee's prior work experience or market conditions, as determined by the Village in the sole exercise of its discretion.

SECTION 16.2. ACTING PAY

An employee who is temporarily assigned to fill in for a Supervisor or Foreperson for a full day shall receive \$45.00 per day for each day acting in such capacity.

ARTICLE 17 SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the Article, section or portion thereof specified in the board, agency or court decision, and the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof, if requested by either party in writing within thirty (30) days after the date the Article, Section or portion thereof was invalidated.

ARTICLE 18 ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. In so agreeing, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The Union reserves its right to bargain over mandatory subjects of bargaining if not contemplated by the parties during negotiations nor permitted by the Management Rights Clause, and its right to impact or effects bargaining; the Village shall have the right to implement changes on a temporary basis pending the outcome of any impact or effects bargaining. During the term of this Agreement, the parties agree that the Village may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.

ARTICLE 19 TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, _____, after being first ratified by the Union's membership and then by the Village's President and Village Council.

LOCAL 150 PUBLIC EMPLOYEES
DIVISION

By: _____
James M. Sweeney, President

By: _____
Deanna M. Distasio, Attorney

THE VILLAGE OF WINNETKA,
ILLINOIS

By: _____
Christopher D. Rintz, Village President

By: _____
Robert M. Bahan, Village Manager

APPENDIX A

Section 7 – Employment and Safety Policy and Regulations for Employees Holding Commercial Driver's Licenses

7.1 Introduction

Both the United States Congress and the Illinois Legislature have enacted laws aimed at increasing safety in the transportation industry. In 1986, Congress passed the Commercial Motor Vehicle Safety Act (CMVSA), which requires individual states to adopt new licensing procedures and uniform testing standards for drivers of commercial vehicles. In Illinois, the Uniform Commercial Drivers' License Act (UCDLA) sets out licensing and safety regulations for drivers of commercial vehicles. In addition, the Illinois Motor Carrier Safety Law adopts the federal Motor Carrier Safety Regulations of the U.S. Department of Transportation.

Under these state and federal laws and regulations, operators of Commercial Motor Vehicles must have a Commercial Drivers' License (CDL). In addition, the Village, as the owner of a fleet of Commercial Motor Vehicles, must establish a policy covering the employment and qualifications of commercial vehicle operators.

As of January 1, 1995, Federal Highway Administration Rules also require alcohol and drug testing of CDL employees. The federal rules were issued pursuant to the Omnibus Transportation Employee Act (the "Act") of 1991, which requires alcohol and drug testing of safety sensitive employees in the aviation, motor carrier, railroad, and mass transit industries. The Act applies to municipalities, and the rules have broadly defined safety sensitive employees to include CDL employees in public works and water and electric utilities.

7.2 Purpose

It is the purpose of these "Employment and Safety Policy and Regulations for Employees Holding Commercial Drivers' Licenses" (the "Policy"), to define the categories of employees who must obtain and maintain a valid CDL before operating a Village-owned Commercial Motor Vehicle, and to establish safety regulations and identify the conditions and requirements with which those vehicle operators must comply.

7.3 Scope of Policy

This Policy applies to all Village employees in positions which require the operation of a Commercial Motor Vehicle as part of the regular job responsibilities or primary work assignments and to employees who may be required to operate a Commercial Motor Vehicle in emergency or call-back situations.

7.4 Definitions

For purposes of the Policy, the words and phrases listed below shall have the meanings ascribed to them as follows:

- A. Commercial Motor Vehicle. A motor vehicle for which a commercial driver's license is required, including:
 - 1. a vehicle with a Gross Vehicle Weight Rating (GVWR) of 26,001 pounds or more;
or
 - 2. a vehicle designed to transport 16 or more persons.

Firefighting equipment is not included in the definition of Commercial Motor Vehicle.

- B. Commercial Driver's License ("CDL"). A driver's license issued to an individual by the State of Illinois, authorizing that person to drive a certain class of Commercial Motor Vehicle.
- C. CDL Employee. An employee of the Village whose regular job responsibilities or primary work assignment requires the operation of a vehicle for which a CDL is required, and employees who are required to operate commercial vehicles in emergency and call-back situations which includes employees in either Public Works or Water & Electric Departments:
- D. CDL Activities. Operation of a Commercial motor vehicle or performance of any work with a motor vehicle that is subject to CDL licensing requirements.
- E. Safety-Sensitive Function. All time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include all time waiting to be dispatched, all time inspecting, servicing or conditioning any commercial motor vehicle, all time spent at the driving controls of a commercial motor vehicle in operation, all time in or upon any commercial motor vehicle, all time supervising or assisting in loading or unloading a vehicle, and all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

7.5 CDL Employee Responsibilities

7.5.1 Valid CDL Required

Every CDL employee must obtain a valid CDL within 3 months of the date of employment by the Village and must thereafter maintain and renew his/her CDL when due. Each employee shall provide a copy of his/her current CDL to be maintained on file with Human Resources.

- i. Failure to acquire a valid CDL within 3 months of the date of employment will result in the CDL employee's immediate termination.
- ii. Any CDL employee who loses his/her CDL driving privileges during the training period (see Employee Handbook) shall be terminated from village employment.
- iii. Any CDL employee who allows his/her CDL to expire, shall be considered to have lost his/her CDL and shall be subject to the provisions of Section 7.7 of this policy.

7.5.2 Reporting Suspension, Revocation, or Cancellation of CDL

- i. Any CDL employee whose CDL is suspended or revoked for violating the Illinois law requiring personal insurance while operating a personal vehicle must report the suspension or revocation to his/her supervisor within one working day of the notification or revocation.
- ii. Any CDL employee must notify his/her supervisor of any suspension, revocation or cancellation of his/her driving privileges, and any disqualification or out-of-service action, within one working day of the notification of such action. The notice shall be given on the "Commercial Driver's License Suspension Notification" form. A copy of this form is attached to this Policy as Exhibit A.

7.5.3 Reporting Traffic Violation Convictions

Any CDL employee who is convicted of any traffic violation (except parking violations), regardless of whether the employee was driving a commercial motor vehicle (CMV), non-CMV, or the employee's personal vehicle whether in the State of Illinois or any other state, must report such conviction to his/her supervisor within one working day of the conviction. The notice shall be

given on the "Commercial Driver's License Report of Traffic Conviction" form. A copy of the form is attached to this Policy as Exhibit B.

7.5.4 Alcohol and Drug Testing Required

Every CDL employee is required to submit to alcohol and/or drug testing in accordance with Section 7.6 of this Policy, as required by State and Federal Law.

7.5.5 Prohibited Activities

The following listed activities are strictly prohibited and any CDL employee who engages in any such activity shall be subject to disciplinary action, up to and termination:

- i. The operation of any Village-owned Commercial Motor Vehicle without holding a valid CDL, unless the employee is a firefighter or firemedic vehicle operator or is otherwise exempt by law from the CDL requirement.
- ii. The operation of any Village-owned Commercial Motor Vehicle by a CDL employee who has been placed "out-of-service" by a police officer for driving a Commercial Motor Vehicle while having any alcohol, other drug, or both, in the CDL employee's system, or for refusing to submit to or failing to complete an alcohol or other drug test or tests pursuant to the Commercial Driver Implied Consent provisions of the Uniform Commercial Driver's License Act (UCDLA), as adopted by the State of Illinois.
- iii. Operating a Commercial Motor Vehicle or performing safety-sensitive functions under any of the following circumstances:
 - a. while using alcohol;
 - b. while having a blood alcohol concentration of 0.04 or greater;
 - c. within four (4) hours of using alcohol;
 - d. refusing to submit to an employer's alcohol or drug test;
 - e. using alcohol within eight (8) hours after an accident or until after a post-accident test.
 - f. if the driver tests positive or has adulterated or substituted a test specimen for drugs
- iv. Operation of a Commercial Motor Vehicle by a CDL employee who is under the influence of, impaired by, or has any controlled substance in his/her system, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance may adversely affect his or her ability to safely operate a commercial motor vehicle.
- v. The unauthorized use by a CDL employee of a controlled substance at any time, whether on or off duty.
- vi. Failure of a CDL employee to notify his/her supervisor, in accordance with Section 7.5.2 above, of a loss of driving privileges or disqualification for a CDL.
- vii. Failure of a CDL employee to notify a supervisor of a traffic violation conviction, as required by Section 7.5.3 above.

7.6 Alcohol and Drug Testing of CDL Employees

7.6.1 Alcohol and Drug Testing Required

Pursuant to federal law, all CDL employees are required to submit to alcohol and drug testing under the conditions described in the following sections.

- i. Pre-employment. Any person applying for a position requiring a CDL or being transferred to a position requiring a CDL from one in which a CDL was not required, must submit to

- alcohol and drug testing before being hired or transferred. Applicants must also authorize prior employer(s) to disclose positive test results and refusals to cooperate.
- ii. **Post-Accident.** Any CDL employee must make himself/herself available for drug and alcohol testing after a motor vehicle accident if: (1) the accident involves a fatality; or (2) the CDL employee receives a citation for a moving traffic violation related to the accident when the accident causes bodily injury to a person who immediately received emergency medical treatment away from the accident scene or involves damage to a vehicle that requires the vehicle to be towed away from the accident scene. Employees must notify a supervisor as soon as safely possible after an accident. Alcohol testing will occur within two (2) hours and a drug test within thirty-two (32) hours following the accident. An employee subject to a post-accident test shall remain readily available for such testing, or may be deemed to have refused to submit to testing.
 - iii. **Reasonable Suspicion.** Any CDL employee must submit to alcohol and/or drug testing when a supervisor observes behavior or appearance (including speech, odor or actions) that is characteristic of alcohol or drug misuse and which creates a reasonable belief on the part of the supervisor that an alcohol or drug violation has occurred. For reasonable suspicion of alcohol, the observance must be made immediately before, during or after the performance of CDL activities. Reasonable suspicion of drug misuse can be based upon observations made at any time.
 - iv. **Random.** CDL employees are subject to drug and alcohol tests throughout the year on a random, unannounced basis just before, during or after the employee's performance of any CDL activities.
 - v. **Return to Work and Follow-Up.** Any CDL employee who has violated any alcohol or drug conduct standards and is not discharged must submit to alcohol and drug testing prior to returning to work, in order to determine the CDL employee's eligibility to do so. No employee will be permitted to resume safety sensitive functions after a positive drug or alcohol test unless the driver has a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02. The CDL employee must submit to at least six (6) unannounced follow-up tests during the first twelve (12) months after he/she returns to duty as a CDL employee. Upon recommendation of a Substance Abuse Professional (SAP), follow-up testing may be extended for up to sixty (60) months following a CDL employee's return to work.

7.6.2 Random Alcohol Testing Requirements

Random alcohol testing shall be conducted on unannounced dates and times and with unpredictable frequency throughout the year. The number of random tests in any year is determined by a formula set by federal rules based on the number of positive test results from the testing the previous year.

7.6.3 Random Drug Testing Requirements

Random drug testing shall be conducted on unannounced dates and times and with unpredictable frequency throughout the year. The number of random tests in any year is determined by a formula set by federal rules based on the number of positive test results from the testing in the previous year.

7.6.4 Alcohol Testing Procedures

- i. **Screening Test.** A screening test for blood alcohol is performed using Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

- ii. Confirmation Test. If the blood alcohol concentration on the screening test is 0.02 or greater, a second test shall be conducted to confirm the blood alcohol concentration level.
- iii. Negative Test. Any blood alcohol test showing a concentration of less than 0.02 shall be considered a negative test.

7.6.5 Drug Testing Procedures

- i. Prohibited Substances. Drug testing is conducted to determine the presence of any of the following drugs in a CDL employee's urine:
 - a. marijuana (THC metabolite)
 - b. cocaine
 - c. amphetamines
 - d. opioids
 - e. phencyclidine (PCP).
- ii. Method of Testing. Drug testing is conducted by analyzing a CDL employee's urine specimen. The urine specimen is divided into two split-samples, with testing being performed on one split-sample, and the other split-sample being reserved for a split-sample test, if necessary. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS).
- iii. Medical Review Officer. Pursuant to federal regulations, the Village will use the services of a Medical Review Officer (MRO), who shall be responsible for receiving laboratory results of CDL employee drug tests. The MRO is a physician, licensed to practice medicine in the State of Illinois, who has both knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate an employee's test results along with the employee's medical history and any other relevant biomedical information. The MRO will be from the offices of occupational Medicine Evanston-Glenbrook Associates (OMEGA), which currently provides prescribed medical evaluations for the Village. The Village may select a successor provider or MRO whenever it finds it necessary to do so.
- iv. Screening Test. The first test is a screening test, to determine if any of the specified prohibited substances are present.
- v. Confirmation Test. If the screening test is positive for one or more of the prohibited substances, then a confirmation test for each drug identified in the screening test is performed on the remainder of the tested urine sample. The confirmation test is a gas chromatography/mass spectrometry (GC/MS) analysis.
- vi. Request for Split-Sample Test. If a confirmation test is required, the MRO shall notify the CDL employee. The CDL employee will then be entitled to request a confirming test on the untested split-sample at the employee's expense, provided he/she requests the test of the split-sample within seventy-two (72) hours.

7.6.6 Effect of Positive Test for Alcohol or Drugs

- i. Positive Alcohol Test.
 - a. A CDL employee who has a confirmation test blood alcohol concentration of 0.02 or greater shall be removed from driving-related duties for twenty-four (24) hours.
 - b. A CDL employee who has a confirmation test blood alcohol concentration of 0.04 or greater shall be immediately removed from performing safety sensitive functions until the employee has a return-to-duty alcohol test with an alcohol concentration of less than 0.02 and/or a negative drug test.
- ii. Positive Drug Test.
 - a. Any CDL employee who has a positive result on the confirmation drug test shall be immediately be removed from performing safety sensitive functions.

- b. Any CDL employee who has a positive result on the confirmation drug test shall be interviewed by the MRO in addition to being immediately removed from driving a Village motor vehicle.
 - iii. Discipline
 - a. Pursuant to the Village's independent authority and separate from the requirements of the Federal regulations, a driver who has an alcohol test with an alcohol concentration of 0.04 or higher or a confirmed positive drug test shall be subject to disciplinary action, up to and including discharge, even for the first offense.
 - b. Pursuant to the Village's independent authority and separate from the requirements of the Federal regulations, a driver who refuses to submit to a required drug or alcohol test (including having an adulterated or substituted specimen) will be subject to discipline, including discharge, even for the first offense.
 - c. Pursuant to its independent authority and separate from the requirements of the Federal regulations, the Village reserves the right to discipline, up to and including discharge, an employee who fails to follow any recommendation of a SAP. In addition, pursuant to its independent authority and separate from the requirements of the Federal regulations, the Village reserves the right to discipline, up to and including discharge, any driver who has an alcohol test with an alcohol concentration less than 0.04.
 - iv. Return to Work After Positive Alcohol or Drug Tests.
 - a. Any CDL employee who has a confirmed blood alcohol concentration of 0.02 or greater, but less than 0.04, may return to driving-related duties after twenty-four (24) hours, in the absence of other discipline.
 - b. Any person removed from driving a Village motor vehicle for having a confirmed blood alcohol concentration of 0.04 or greater, or for having a positive result on a confirmation drug test, who is not otherwise discharged, shall not be allowed to resume the operation of a Commercial Motor Vehicle except under the following conditions:
 - i. the CDL employee must be evaluated by a SAP; and
 - ii. the CDL employee must comply with any treatment and/or rehabilitation recommended by the SAP; and
 - iii. the CDL employee must test negative in a return-to-work drug or alcohol test; and
 - iv. the CDL employee must demonstrate compliance with all other applicable state and local requirements.

7.6.7 Confidentiality of Alcohol and Drug Test Results

- i. All alcohol and drug testing results and records will be maintained under strict confidentiality by the Village, the drug testing laboratory, the MRO and, where applicable the SAP.
- ii. Except as provided in the preceding paragraph A., alcohol or drug testing results will be released only in the following circumstances:
 - a. to third parties, when the CDL employee has given written consent;
 - b. to Department of Transportation agencies, when license or certification actions may be required;
 - c. to a decision-maker in a grievance, arbitration, litigation or administrative proceeding arising from a positive test result or employee-initiated action; or
 - d. where otherwise required by law.

7.7 Effect of Loss of Commercial Driver's License

7.7.1 "Loss of License" Defined

As used in this section "Loss of License" means the revocation, suspension, cancellation or expiration of a CDL, or the disqualification of a person from eligibility for a CDL.

7.7.2 Reinstatement of License Required

In the event of a loss of a CDL license by a CDL employee, the CDL employee will have up to (60) days in which to reinstate the CDL (License Reinstatement Period). Extension of this time period will be reviewed on a case by case basis.

7.7.3 Leave of Absence

During the License Reinstatement Period, the CDL employee will be placed on a leave of absence with the time off being charged to available accrued personal, vacation, or sick leave. If the paid leave is not sufficient or exhausted, the remainder of the leave of absence will be without pay.

7.7.4 Termination

- i. If a CDL employee is unable to regain his/her CDL by the end of the License Reinstatement Period, the employee shall be subject to immediate termination.
- ii. A lifetime disqualification from holding a CDL will result in a CDL employee's immediate termination.

7.7.5 Application for Reinstatement

An employee terminated from employment with the village for the loss of CDL driving privileges may apply for reemployment, if a position is available, after regaining his/her CDL. Reemployment of the former employee shall be at the sole discretion of the Village.

7.8 Commercial Driver's License Disqualifications

7.8.1 General

A CDL employee may be disqualified from operating a Commercial Motor Vehicle for traffic, alcohol, drug or other violations of Illinois law. The disqualifications may be temporary or lifetime. Because any CDL disqualification, whether temporary or lifetime, will affect the employee's status as a Village employee, it is important to know what actions can lead to disqualification.

The following sections list violations that are grounds for disqualification under Illinois' Uniform Commercial Driver's License Act (UCDLA). The list is provided for the employee's information. It is intended to provide examples rather than an exhaustive listing. All CDL employees are expected to become familiar with the UCDLA and are expected to comply with it at all times.

- i. **Mandatory Temporary Disqualification for First Violation.** A person will be disqualified from driving a Commercial Motor Vehicle for a period of not less than twelve (12) months for the first occurrence of a violation of any of the following:
 - a. refusing to submit to, or failing to complete, a test of a driver's blood alcohol concentration while driving a Commercial Motor Vehicle; or
 - b. operating a Commercial Motor Vehicle while the blood alcohol concentration of the driver is 0.04 or greater; or
 - c. operating a Commercial Motor Vehicle while any amount of the drug, substance or compound in the person's blood or urine results from the unlawful use or consumption of a controlled substance; or

- d. conviction of driving a Commercial Motor Vehicle while under the influence of alcohol, or any other drug or combination of drugs; or
 - e. knowingly and willfully leaving the scene of an accident while operating a Commercial Motor Vehicle; or
 - f. committing a felony while operating a Commercial Motor Vehicle.
- ii. **Mandatory Temporary Disqualification for Certain Traffic Violations.**
 - a. A person is disqualified from driving a Commercial Motor Vehicle for a period of not less than two (2) months if convicted of two (2) serious traffic violations, committed in a Commercial Motor Vehicle, arising from separate incidents, occurring within a three (3) year period.
 - b. A person will be disqualified from driving a Commercial Motor Vehicle for a period of not less than four (4) months if convicted of three (3) serious traffic violations, committed in a Commercial Motor Vehicle, arising from separate incidents within a three (3) year period.
 - c. Following are examples of serious traffic violations as defined by the UCDLA:
 - i. a single speeding charge of 15 miles per hour or more above the legal speed limit
 - ii. reckless driving
 - iii. following too closely
 - iv. improper or erratic traffic lane changes
 - v. a violation of any state law or local traffic control ordinance in connection with a fatal traffic accident
 - vi. holding more than one driver's license in violation of Section 6-501 of the UCDLA
 - vii. failing to have a valid CDL as required by Section 6-507 of the UCDLA

7.8.2 Disqualification for Life

The following violations can lead to a lifetime disqualification from holding a CDL:

- i. A second conviction for any offense, or combination of offenses, listed in Section 7.5.5 above.
- ii. Using a Commercial Motor Vehicle in the commission of any felony involving the manufacture, distribution, or dispensing of a controlled substance, or possession with intent to manufacture, distribute or dispense a controlled substance.

CDL Exhibit A



Village of Winnetka
Commercial Driver's License Suspension Notification Form
(CDL Policy Exhibit A)



This form is to be completed when a Village of Winnetka employee who is required to hold a Commercial Driver's License (CDL) as a requirement of his position loses CDL driving privileges. The employee must complete and submit this form to the his supervisor **before the end of the next working day following the employee receiving notice of a suspension, revocation, cancellation, lost privilege or disqualification of a CDL.**

To be completed by employee

Employee Name: _____ Department: _____

Driver's License #: _____ Position Title: _____

Penalty Received:	☐ Suspension	Part of	☐ Basic Privileges Only
	☐ Revocation	License	☐ CDL Privileges Only
	☐ Cancellation	Affected:	☐ Basic <u>and</u> CDL Privileges
	☐ Lost Privilege		

Date employee received the notice of loss of CDL driving privileges: _____

Attach copy of the notice and any applicable summons, ticket, or citation issued.

Describe the specific offense/violation upon which the loss of CDL driving privileges is based:

Date CDL driving privileges will be restored: _____

Date basic driving privileges will be restored (if applicable): _____

Did the offense/violation occur in a commercial motor vehicle? ☐ Yes
☐ No

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Routing: Original to Human Resources and a copy to the Department Head

CDL Policy: Exhibit A

1/1/2018

CDL Exhibit B



**Village of Winnetka
Commercial Driver's License
Report of Traffic Conviction
(CDL Policy Exhibit B)**



This form is to be completed when a Village of Winnetka employee who is required to hold a Commercial Driver's License (CDL) as a requirement of his position is convicted of any traffic violation (except parking violations), regardless of whether the employee was driving a commercial motor vehicle (CMV), non-CMV, or the employee's personal vehicle. The employee must complete and submit this form to his supervisor **before the end of the next working day following the employee receiving notice of the conviction.**

To be completed by employee

Employee Name: _____ Department: _____

Driver's License #: _____ Position Title: _____

Location where the offense/violation occurred:

City _____ County _____ State _____

Date of violation: _____ Date of Conviction: _____

Date employee received the notice of loss of CDL driving privileges: _____

Attach copy of the notice of conviction and any applicable summons, ticket, or citation issued.

Describe the specific offense/violation upon which the loss of CDL driving privileges is based, as well as the penalty imposed by the conviction:

Did the offense occur in a commercial motor vehicle?

Yes

No

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Note: Completing this form does not excuse the employee from completing any required notifications to the Illinois Secretary of State.

Routing: Original to Human Resources and a copy to the Department Head

CDL Policy: Exhibit B

1/1/2018

APPENDIX B

3.2.5 Sick Leave Benefits

The Village provides all full-time employees with the opportunity to accrue sick leave benefits that may be used for periods of temporary absence due to illnesses or injuries of themselves or immediate family members. For purposes of sick leave benefits, "immediate family members" are defined as the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Sick leave is not a privilege to be used at the employee's discretion, but rather a benefit for use in case of necessity and actual sickness or incapacity. The Village reserves the right to request documentation from a health care professional to verify proper use of sick leave.

Outside of Family Medical Leave Act (FMLA) leave, the Village reserves the right to limit an employee's use of sick leave benefits to care for his or her immediate family member to an amount not less than the sick leave that would be accrued during 6 months of active service.

3.2.5(a) Annual Sick Leave Accrual

Eligible employees will be credited with their sick leave benefits at the beginning of each calendar year as follows:

- Full-time employees assigned to a 37.5 hour work week schedule: 90 hours annually
- Full-time employee assigned to a 40 hour work week schedule: 96 hours annually

3.2.5(b) Maximum Accrual of Sick Leave

Effective January 1, 2012, for all purposes under this Section 3.2.5, the maximum accrual of sick leave is the greater of the balance of days earned as of December 31, 2011 or 180 days (15 years).

All employees shall be paid annually thirty percent (30%) of the value of any unused accrued sick days above the greater of the balance of days earned as of December 31, 2011 or 180 days (15 years), said amount to be paid during January of the following year.

3.2.5(c) Use of Sick Leave

Employees will be credited with their sick leave at the beginning of each calendar year and may request use of paid sick leave at any time during the year for which it is credited. Paid sick leave can be used in minimum increments of one-quarter hour.

The Village may require an employee to submit to a medical exam to verify use of sick leave, fitness for duty, or for other business-related reasons.

If an employee is absent for three or more days due to his/her illness or the illness of an immediate family member, or as otherwise required to determine whether an absence may be for a qualifying reason under this policy, the employee may be required to submit certification by a physician of illness and ability to return to work. The failure to submit requested certification may result in the denial of paid sick leave benefits under this policy, disciplinary action, or termination.

3.2.5(d) Report of Absence

Employees who are unable to report to work due to illness or injury should notify their direct supervisor at least one hour before the scheduled start of their workday or according to Department policy. The direct supervisor must also be contacted on each additional day of absence. Failure to provide proper notice of or to report an absence because of illness or injury may result in the denial of paid sick leave benefits and/or disciplinary action. Notification of an absence does not guarantee approved use of benefit time for the absence. Electronic notification is unacceptable.

3.2.5(e) Calculation of Sick Leave Benefits

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as shift differentials.

3.2.5(f) Requests for Payment of Accrued Sick Leave (effective January 1, 2012)

Employees may be eligible to convert a portion of their unused sick leave each year. Requests for payment of accrued unused sick leave must be made in writing to the employee's Department Head by September 1 to receive payment in the following fiscal year. Cashed-in sick pay will be included in the employee's second payroll of the following fiscal year or as otherwise specified by the Village Manager.

1. Employees hired prior to January 1, 2012:
 - a. Sick leave in excess of 30 days up to the greater of the maximum number of accrued but unused sick leave days as of December 31, 2011 or 75 days may be cashed in at 50% at the employee's regular hourly rate.
 - b. Sick leave above the maximum number of accrued but unused sick leave days as of December 31, 2011 or 75 days may be cashed in at 30%.

Equivalents	30 Days	75 Days or 12/31/2011 Sick Leave Balance (whichever is greater)	180 Days/Max Sick Leave Accrual
7.5 hour employee (37.5 hour work week)	225 hours	562.5 hours	1,350 hours
8.0 hour employee (40 hour work week)	240 hours	600 hours	1,440 hours

2. Employees hired on or after January 1, 2012:
 - a. Sick leave in excess of 60 days may be cashed in at 30% at the employee's regular hourly rate.

Equivalents	60 Days	180 Days/Max Sick Leave Accrual
7.5 hour employee (37.5 hour work week)	450 hours	1,350 hours
8.0 hour employee (40 hour work week)	480 hours	1,440 hours

3.2.5(g) Permanent Change in Hours of Work

If an employee experiences a change in position or duties that permanently changes the number of hours of duty per week, the accrued sick leave balance will be converted to an equivalent sick leave balance based on the new number of hours of duty.

3.2.5(h) Sick Leave at Employment Separation

An employee who separates from Village service in good standing is eligible to receive compensation for accumulated hours of sick leave at the hourly rate of pay the employee is earning at the time of separation according to the following provisions. Because sick leave may be used before it has been earned, any unearned sick leave time that has been used must be repaid to the Village upon termination. With the employee's consent, the Village will deduct amounts due on a pro rata basis from the final paycheck. Any balance remaining must be paid directly by the employee.

1. Employees hired prior to January 1, 2012
 - a. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave days accrued but not used as of the date of termination that are in excess of 30 days up to the maximum as set forth in subparagraph c below.
 - b. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave days accrued but not used as of the date of termination up to the maximum as set forth in subparagraph c below.
 - c. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will be established based on the greater of the number of accrued but unused sick leave days as of December 31, 2011 or 75 days.
 - d. All sick leave days accrued but not used as of the date of termination that are above the maximum set forth in subparagraph c above will be paid at 30% of the employee's then current regular hourly rate of pay.

Equivalents	30 Days	75 Days or 12/31/2011 Sick Leave Balance (whichever is greater)	180 Days/Max Sick Leave Accrual
7.5 hour employee (37.5 hour work week)	225 hours	562.5 hours	1,350 hours
8.0 hour employee (40 hour work week)	240 hours	600 hours	1,440 hours

2. Employees hired on or after January 1, 2012
 - a. Compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave days accrued but not used in excess of 60 days.

Equivalents	60 Days	180 Days/Max Sick Leave Accrual
7.5 hour employee (37.5 hour work week)	450 hours	1,350 hours
8.0 hour employee	480 hours	1,440 hours

(40 hour work week)		
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For IMRF-eligible employees, the Village will report any unpaid/unused sick leave to the Illinois Municipal Retirement Fund (IMRF) at separation. If unpaid/unused sick leave is reported to IMRF, the employee may be eligible to receive additional IMRF service credit.

3.2.5(i) Death Benefit

In the case of the death of an employee while actively employed with the Village, a death benefit based on the employee's sick leave balance will be paid to the employee's spouse, or if no spouse, to the employee's estate at the employee's hourly rate of pay according to the following provisions:

1. Employees hired prior to January 1, 2012: One hundred percent of all accumulated sick leave.
2. Employees hired on or after January 1, 2012: 30% of all accumulated sick leave.

RESOLUTION NO. R-49-2023
THE VILLAGE COUNCIL OF WINNETKA, ILLINOIS
May 2, 2023

WHEREAS, John Swierk faithfully served the Village of Winnetka as Village Trustee for six years, from 2017 to 2023; and

WHEREAS, during his tenure on the Village Council, Mr. Swierk served as the Chair of the Design Review Board, the Downtown Master Plan Liaison, the Post Office Project Liaison, and served as the Council's representative to the Plan Commission; and

WHEREAS, Mr. Swierk assisted with facilitating the Village's goal of flood risk reduction by approving Intergovernmental Agreements with the Forest Preserve District of Cook County, New Trier High School, District 36, and the Winnetka Park District for a stormwater project that will substantially increase stormwater detention on land owned by these agencies and help to significantly reduce flooding in western Winnetka, and

WHEREAS, he helped to further the Village's goal of preserving historically and architecturally significant homes by approving a density bonus incentive for renovating such properties and by authorizing a deterrent to demolitions in the form of a longer demolition delay period; and

WHEREAS, in his six years of service, supported Council in preventing increases in property taxes on existing properties in Winnetka and supporting the Village's Annual Comprehensive Financial Report in achieving multiple Certificates of Achievement for Excellence in Financial Reporting recognized by the Government Finance Officers Association; and

WHEREAS, during the COVID-19 global pandemic, Mr. Swierk ensured that the Village's finances remained strong by deferring some planned projects and conserving staffing levels; he helped local businesses cope with the economic impact of the pandemic by approving measures such as expanded outdoor seating and liquor service for restaurants along with a grant to help them keep their doors open during the cold winter months, and a sales tax rebate program for Winnetka businesses; and he assisted schools with social distancing by temporarily amending the Village's outdoor tent regulations; and

WHEREAS, he assisted with the long-term plan for water main replacements of the over 100 year old water infrastructure which helped with the prevention of water main breaks within the Village; and

WHEREAS, Mr. Swierk supported the Downtown Streetscape and Signage Plan for enhancements and infrastructure improvements in the Indian Hill, Hubbard Woods, and East and West Elm Business Districts; addressing and improving land use, zoning, parking, as well as urban design; and

WHEREAS, Mr. Swierk assisted in important Village initiatives, implemented public policies, improved public safety in support of amendments to provisions regarding firearm regulations, and establish a positive and accessible relationship between the community at large and the Village Council.

NOW THEREFORE, BE IT RESOLVED that the Village Council, on behalf of the Village of Winnetka and Village staff, commends John Swierk for his unselfish dedication and donation of time, effort, and expertise to serving our community and extends to him sincere appreciation for his contributions to this Village; and

BE IT FURTHER RESOLVED that John Swierk transmits this Village greater and more beautiful than it was transmitted to him.

Chris Rintz, Village President

Attest:

Robert M. Bahan, Village Manager

RESOLUTION NO. R-50-2023
THE VILLAGE COUNCIL OF WINNETKA, ILLINOIS
May 2, 2023

WHEREAS, Andrew Cripe faithfully served the Village of Winnetka as Village Trustee for eight years, from 2015 to 2023; and

WHEREAS, during his tenure on the Village Council, Mr. Cripe served as the Council's representative to the Plan Commission, the Landmark Preservation Commission; the Environmental & Forestry Commission; the Northwest Municipal Conference and served as Village President Pro Tem; and

WHEREAS, Mr. Cripe served as the Stormwater Infrastructure Liaison facilitating the Village's goal of flood risk reduction by approving Intergovernmental Agreements with the Forest Preserve District of Cook County, New Trier High School, District 36, and the Winnetka Park District for a stormwater project that will substantially increase stormwater detention on land owned by these agencies and help to significantly reduce flooding in western Winnetka, and

WHEREAS, he helped to further the Village's goal of preserving historically and architecturally significant homes by approving a density bonus incentive for renovating such properties and by authorizing a deterrent to demolitions in the form of a longer demolition delay period; and

WHEREAS, he improved the safety and welfare of residents and businesses in Winnetka by adopting updated building and fire safety codes and he enhanced the security of the Village's information technology systems by approving technology upgrades and new software; and

WHEREAS, he assisted with the long-term plan for water main replacements of the over 100 year old water infrastructure which helped with the prevention of water main breaks within the Village; and

WHEREAS, he helped to promote the interests of businesses and the community at large by approving Streetscape enhancements and infrastructure upgrades in Winnetka's Elm Street Business Districts that have improved safety and added vibrancy in the commercial districts; and

WHEREAS, during the Covid-19 global pandemic, Mr. Cripe ensured that the Village's finances remained strong by deferring some planned projects and conserving staffing levels; he helped local businesses cope with the economic impact of the pandemic by approving measures such as expanded outdoor seating and liquor service for restaurants along with a grant to help them keep their doors open during the cold winter months, and a sales tax rebate program for Winnetka businesses; and he assisted schools with social distancing by temporarily amending the Village's outdoor tent regulations; and

WHEREAS, he supported the Council during the annual Budget process, diligently reviewed the Council warrant list, and approved the refunding of Series 2013 General Obligation bonds which significantly lowered the Village's interest payments; and

WHEREAS, by listening attentively to public input and thoroughly considering the reports and studies prepared by advisory committees, consultants and Village staff, his commitment to transparent public process, and his prudent deliberation of all matters of public policy brought before the Village Council, Mr. Cripe enhanced the deliberations of the governing body.

NOW THEREFORE, BE IT RESOLVED that the Village Council, on behalf of the Village of Winnetka and Village staff, commends Andrew Cripe for his unselfish dedication and donation of time, effort, and expertise to serving our community and extends to him sincere appreciation for his contributions to this Village; and

BE IT FURTHER RESOLVED that Andrew Cripe transmits this Village greater and more beautiful than it was transmitted to him.

Chris Rintz, Village President

Attest:

Robert M. Bahan, Village Manager



Agenda Item Executive Summary

TITLE: Resolution No. R-51-2023: Approving a Contract with Maple Cable Construction, Inc. for Directional Boring Work (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: May 2, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The existing directional boring contract with Maple Cable Construction, Inc. expires on May 31, 2023.

EXECUTIVE SUMMARY:

The Water & Electric Department issued Request for Bid No. 023-012 for directional boring services which includes the installation of conduit and equipment pads for electrical distribution system. Similar to prior contracts, the bid was structured with fixed prices for various units of work. The bid evaluation is based on estimated quantities of work for a one year period. The estimated quantities in the bid evaluation are an average of the last three years. The actual scope of work to be performed by the contractor is on an as-needed basis. As such, it is anticipated that the estimated quantities and actual quantities used will vary over the course of the year.

Contractors were asked to provide fixed prices for units of work performed during the next three years; Year 1 (June 1, 2023 - May 31, 2024), Year 2 (June 1, 2024 - May 31, 2025) and Year 3 (June 1, 2025 - May 31, 2026). Acceptance of Year 2 and Year 3 pricing is at the Village's sole discretion.

Bid notices were sent to fourteen firms and posted to the on-line bidding service Demand Star. An optional pre-bid meeting was held on April 12, 2023 with representatives from four companies in attendance. Bids were opened on April 20, 2023, with two vendors submitting bids. The bid evaluation is shown below. Unit pricing for each company's bid has been included as Exhibits No.'s 1, 2 and 3.

RFB #023-012 DIRECTIONAL BORING CONTRACT - BID TABULATION

	Year 1	Year 2	Year 3	Year 4
Maple Construction, Inc.	\$818,282.20	\$908,304.23	\$998,240.27	\$2,724,826.70
Utility Dynamics Corp.	\$808,171.00	\$911,015.17	\$1,055,265.33	\$2,774,451.50

For a single year contract award, Utility Dynamics had the lowest bid evaluation. If the bid evaluation is based on utilizing the same contractor over multiple years, the lowest responsible bidder over the three year period is Maple Cable Construction, Inc. (doing business as Maple Construction, Inc.) with a bid evaluation of \$2,724,826.70 for the life of the contract.

The Village has experience with both contractors. Utility Dynamics has performed conduit installation as a subcontractor to A-Lamp on the Streetscape projects. The majority of the conduit installation on these projects was installed via open trench as opposed to directional boring. Maple Construction is the incumbent contractor for directional boring work. The management and operating staff with Maple Construction (previously B-Max) have performed directional boring work for the electric utility since 2011. Staff is recommending an award to Maple Construction based on the multiyear evaluation, the contractor's satisfactory performance of prior directional boring work and the continuity of the work.

The 2023 Electric Fund Budget contains \$515,000 for directional boring services. Of this funding, \$75,000 (account #500.42.31-660) is allocated for system reinforcement and \$440,000 (account 500.42.37-660) is allocated for new business projects initiated by customer requests.

The Village Council has previously authorized \$215,000 for directional boring work performed during period of January 1 through May 31, 2023 (Reference Resolution No. R-10-2023; Approving Change Order No. 3 To The Contract With Maple Cable Construction Inc. For Electric Distribution System Work). Through the first part of April 2023, staff has expended \$95,737 of the authorized funding. With the Council's consideration of a new contract award to Maple Cable Construction Inc. for work perform June 1, 2023 through December 31, 2023; staff is requesting an initial funding authorization in the amount of \$315,000.

Resolution No. R-51-2023, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest, a contract with Maple Cable Construction, Inc.

RECOMMENDATION:

Consider adoption of Resolution No. R-51-2023, approving a contract with Maple Cable Construction Company, Inc. for directional boring work.

ATTACHMENTS:

1. Resolution No. R-51-2023: Approving a Contract with Maple Cable Construction, Inc. for Directional Boring Work

RESOLUTION NO. R-51-2023

**A RESOLUTION APPROVING A CONTRACT WITH MAPLE CABLE
CONSTRUCTION, INC. FOR DIRECTIONAL BORING WORK**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("**Village**") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on March 28, 2023, the Village issued Bid #023-012 ("**Request for Bids**") for directional boring services, which includes the installation of conduit and equipment pads for the Village's electrical distribution system ("**Work**"); and

WHEREAS, the Village received two bids ("**Bids**") to provide the Work and opened the Bids on April 20, 2023; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Maple Cable Construction, Inc., d/b/a Maple Construction, Inc. ("**Contractor**"), is the lowest responsible bidder to provide the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the provision of the Work from Contractor in an amount not to exceed \$315,000 ("**Contract**"), for Work to be performed during the period of June 1, 2023 through December 31, 2023, as set forth in **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in a form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

May 2, 2023

R-51-2023

ADOPTED this 2nd day of May, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

Contract

May 2, 2023

R-51-2023

EXHIBIT A
VILLAGE OF WINNETKA

RFB #023-012

CONTRACT FOR

Directional Boring Contract

Full Name of Bidder Maple Cable Construction, Inc. dba Maple Construction, Inc. ("Bidder")
Principal Office Address P.O. Box 245 Ringwood, IL 60072
Local Office Address _____
Contact Person Gary Brand Telephone Number 815-236-8300

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Assistant Finance Director

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

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, 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 specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Directional Boring Contract**.
2. Permits. 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 insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, 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.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided,

performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachments A and B)**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in 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.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the ***Village will not pay more than the line item prices as outlined in Attachment A.***

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Invoice to Village upon Work completion. Payment upon acceptance by Village.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **May 31, 2024**. The Village of Winnetka reserves the right to extend the contract from **June 1, 2024 to May 31, 2025** at the "Unit Price B" column if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka reserves the right to extend the contract from **June 1, 2025 to May 31, 2026** at the "Unit Price C" column if work progress completed in the second year is acceptable to the Director of Water & Electric.

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner

or (2) a Bid Bond in a form satisfactory 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. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$5,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **two** years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of 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 Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; 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; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. All work activities shall comply with the Prevailing Wage Act.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder 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 set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract, nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract, nor any order by Owner for the payment of money; nor any payment for, or use, 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, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: April 19, 2023

Bidder's Status: (☒) Corporation ☐ Partnership () Individual
Proprietor (State) (State)

Bidder's Name:

Maple Cable Construction, Inc.

Doing Business As (if different):

Maple Construction, Inc.

Signature of Bidder or Authorized Agent: /

(corporate seal)
(if corporation)

Printed Name: Gary Brand

Title/Position: President

Bidder's Business Address:

P.O. Box 245

Ringwood, IL 60072

Bidder's Business Telephone: 815-344-6233

Facsimile: 815-344-7810

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Gary Brand	President	4525 W Lakeshore Dr, McHenry IL
Jason Brand	Secretary	5026 Garden Ct, McHenry, IL
Dan Brand	Treasurer	N1510 Wooddale, Lake Geneva, WI

ATTACHMENT A: SPECIFICATIONS

SECTION 3.1: SCOPE OF PROJECT

The Village of Winnetka is accepting bids for the Annual Directional Boring Contract. The work under this contract shall consist of the directional boring, equipment pad installation, splice box installation, and conduit installation to support the Village's electric distribution system.

The Contractor shall furnish all labor, supervision, supplies, tools, equipment, conduit, and other means necessary or proper for performing the work, described herein. The work will be issued to Contractor on an as-needed basis. The majority of the projects are associated with new electric service and/or service revisions to existing properties in Winnetka. As such, the timing of the work is associated with customer requests. Some of the work will be associated with system improvements to the electric distribution system.

The following specifications supplement each job assigned by the Director of Water and Electric or his designee. In case of conflict with any parts of said documents, these specifications shall take precedence and shall govern.

SECTION 3.2: UTILITIES

The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his construction operations, and/or resultant repairs, shall remain his responsibility.

The homeowner owns the sanitary and storm sewers exiting their property to the mains located in the streets. These sewers are not owned or located by the Village nor is the homeowner responsible for location. It is the contractors responsibility to protect these sewers and if damaged will be responsible for repair or the repair costs.

Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and/or suspend operations. In this event, no additional compensation will be allowed.

SECTION 3.3: PROJECT COMPLETION SCHEDULE & CONSTRUCTION OPERATIONS

Contractors are requested to provide Unit Prices for three years. This contract will be in effect from **JUNE 1, 2023 to MAY 31, 2024** at the first year "Unit Price A" provided by the Contractor. The Village of Winnetka reserves the right to extend the contract from **June 1, 2024 to May 31, 2025** at the second year pricing "Unit Price B", if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka, under mutual agreement with the Contractor, reserves the right to extend the contract from **June 1, 2025 to May 31, 2026** at the "Unit Price C" listed if work progress completed in the second year is acceptable to the Director of Water & Electric.

The contractor shall proceed with the assigned work as shown below after notification by, email, phone, fax, or person to person contact from the Director of Water and Electric or his designee.

TYPE OF WORK	START TIME
Conduit Installation	Within ten working days

The contractor will continue to work until released by the Director of Water and Electric or all assigned work has been completed. The Village Water and Electric Department has the right to add work to the assigned jobs during the contractor's presence in the Village. Failure to comply with the requirement will be cause for default of the contract.

Work on this Contract shall be subject to the following conditions and time frames for this project under the scope of this Contract. Failure to meet the completion date for this project may cause to invoke the provisions of Special Conditions Section 10. Principal activities are listed for each street. The Contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with Village Officials, Fire and Police Departments in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconveniences to the public. The Contractor shall notify the Village of Winnetka, Director of Water and Electric or his designee 48 hours prior to commencement of all items of work.

CONSTRUCTION OPERATIONS

In order to minimize the effect of construction noise during the improvement, the Contractor and his subcontractors shall comply with the following requirements. Any changes to the schedule will not be accepted unless approved by the Director of Water and Electric or his designee.

- All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.
- Construction operations including the startup of heavy equipment shall not begin before 7:00 AM Monday through Friday and 9:00 AM on Saturday. Construction operations including site cleanup, shall be completed before 7:00 PM Monday through Friday and 5:00PM on Saturday. No work of any kind shall be done on Sundays or holidays observed in Illinois. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and/or lighting, or construction of an emergency nature. If the Contractor requires additional time to complete a portion of the work on any given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive approval of the Engineer.
- The Contractor shall schedule and conduct his operations so that the closure time of an existing driveway along the route of improvements is kept to a minimum. All homeowners shall be given a minimum 24-hour notice to initial removal of their driveway apron.

SECTION 3.4: GENERAL CONDITIONS

It is the Contractor's responsibility to ascertain existing field conditions prior to bidding on this project. No compensation will be allowed for failure to verify existing dimensions or conditions. Although exact directional boring locations are unknown at this time, a view of the general topography throughout the Village will give the contractor an insight on the local environment.

During construction operations, any loose material deposited into the flow line of ditches, gutters or drainage structures, that obstructs the natural flow of water shall be removed at the close of each working day. At the conclusion of construction operations all drainage structures shall be free from dirt and debris. This work shall not be paid for directly but shall be considered as incidental to the contract.

The Contractor shall limit his construction activities to the work areas designated on the plans. Any damage to areas outside of these limits, or past existing right-of-way limits, shall be repaired by the Contractor, at his own expense, to the satisfaction of the Director of Water and Electric.

a) SITE RESTORATION

After all underground work (i.e. conduit, splice boxes, equipment pads) has been completed, all necessary lawn repair shall be done, such as supplying black dirt, grading, reseeding or sodding. This work shall be considered incidental to the Contract unit price for the item being constructed. Repairs of shrubbery, lawns and all other existing features shall be incidental to the contract. No concrete or other related construction debris shall be left on the lawns, parkways, sidewalks or streets.

b) CLEANING

The Contractor and his subcontractors by the end of each working day shall remove from the premises equipment, (excavator, drill, etc.) rubbish, waste material and accumulations and shall keep the premises clean. **The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Water and Electric.** This work shall be considered as incidental to the cost of the Contract.

c) UTILITY LOCATIONS

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (1-800-892-0123), a minimum of 48 hours commencing construction for utility locations within the scope of the project. It is the responsibility of the Contractor to contact agencies who may or may not be part of the JULIE system to obtain the horizontal and vertical field locations of their facilities within the limits of the proposed improvements.

The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his construction operations, and/or resultant repairs, shall remain his responsibility.

No extra compensation will be allowed to the Contractor for any expenses incurred by complying with these requirements or because delay, inconvenience or interruption in his work resulting from the failure of any utility company.

d) PUBLIC NOTIFICATION

The Contractor shall be responsible for delivery of notification letters (supplied by the Village) to all residents affected by construction (underground utility work; driveway removal; splice box installation) at least 48 hours, but not more than 72 hours, prior to commencement of work. This work shall be considered as incidental to the cost of the Contract.

e) LOCATING STORM SEWER, SANITARY SEWER, WATER MAIN OR OTHER COMPONENTS OF VILLAGE UTILITIES

To prevent damage and facilitate work by others, the Village will promptly respond to calls requesting the location of Village owned storm sewer, sanitary sewer, water main, or other components of Village utilities. Water and Electric forces will locate Village owned underground utilities or any other components, one time for each individual system, per project or contract, as requested by the general contractor of the construction project.

f) USE OF FIRE HYDRANTS

The Contractor shall contact the Village of Winnetka Director of Water and Electric or his designee to obtain water from the Village's hydrant located at the south end of the Village Yards, located at 1390 Willow Road, Winnetka. The Contractor may not take water from any other hydrant within the Village of Winnetka. The Contractor shall use special care in opening and closing of the fire hydrant following Water and Electric Department guidelines. Repairs caused by failure to comply with proper operating guidelines will be the sole responsibility of the Contractor.

g) SAW-CUTTING PAVEMENT, DRIVEWAY PAVEMENT, SIDEWALK, AND CURB

This work shall be performed at locations as directed by the Water and Electric Director.

The Contractor shall saw-cut the joint between the portion of pavement, driveway, sidewalk and/or curb to be removed and that to be left in place with a sawing machine to prevent spalling. This work shall be done in a manner that a straight and perpendicular joint will be secure. All saw cutting should be the full depth of the pavement, driveway, and sidewalk or curb to be removed.

It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement. No additional compensation will be allowed for sawing reinforcement.

h) CONCRETE BREAKERS

When removing pavement, curb and gutter, shoulder, and/or other structures, the use of any type of concrete breakers, which might damage underground public or private utilities, will not be permitted. Under no circumstances will the use of a frost ball be permitted.

The Contractor is prohibited from breaking up concrete by dropping it on the pavement or in any other manner, which in the opinion of the Engineer may damage existing or proposed pavements or other roadway appurtenances.

i) PORTLAND CEMENT CONCRETE (PCC) MIX DESIGN

Portland Cement Concrete for street pavement patching and driveways shall conform to IDOT Class PV; Portland Cement Concrete for combination curb and gutter, and sidewalks shall conform to IDOT Class SI, and both shall have the parameters meeting Section 1020 of the Standard Specifications, and as noted below;

Portland Cement, Type 1:	5.2 bags
CA-7 or CA-11 (IDOT) Crushed Limestone:	1900 + 50 lbs.
Sand: FA-1 or FA-2 (IDOT):	1200 + 50 lbs.
Water: Amount Required to Produce:	2" Min to 4" Max.
Air-Entrainment:	5 to 8%
Mortar Factor:	0.78 to 0.88
Cement Factor:	6.55 cwt/cubic yard
Compressive Strength:	3500 psi at 14 days

For PCC PAVEMENT PATCHING, only High Early Strength Concrete shall be utilized, unless otherwise permitted by the Engineer. The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

SECTION 3.6: CONSTRUCTION REQUIREMENTS

All primary conduit shall be placed at a minimum of 30 inches below finished grade, preferably 36 inches deep. Conduit on residential property containing only cables supplying the residence with secondary voltages shall be placed at a minimum of 24 inches below finished grade. The Distribution Engineer shall review any changes in these dimensions.

All conduits shall be free of debris, mud, and water, shall not be kinked and will have a pulling line installed. The contractor shall be responsible to clean conduit at his expense if the Village Water & Electric Department or the designated cable installation contractor cannot install cable. The Village reserves the right to have its crew clean conduit and deduct the cost from the contractors next payment. If a properly sized mandrel cannot pass through the conduit, the conduit will be rejected and the contractor shall repair/replace the conduit at its expense.

All couplings and/or connections of conduit will require a visual inspection by the Distribution Engineer or his designate.

All conduit is required to have pulling line installed by the contractor and will be paid at the unit price.

Contractor will be required to core drill manhole walls for inserting additional conduits. The initial price to include digging the pit, connecting the one conduit, and restoring the pit. Additional conduits at the same location will be at a lesser rate per conduit.

When required contractor shall excavate for a pre-cast transformer pad and/or a pre-cast splice box. Transformer pad excavation shall be 5' wide by 5' long by 20" deep. Splice boxes come in two sizes, 24 inches by 36 inches by 24 inches deep and 36 inches by 48 inches by 16 inches deep. Excavation for the splice boxes will be increased 4 inches in length, width, and 6" in depth. All conduits entering a transformer

location shall be through a 90-degree bend. The Distribution Engineer will provide a drawing detail for conduit location. Six inches of 1-1/2" stone shall be placed on the bottom prior to installing the pad or splice box.

Contractor will install communication conduit as required by the Distribution Engineer or his designate. Communication conduit is typically 1 1/4" ID, orange colored, with pulling tape installed.

Contractor is responsible for the replacement of all grass, ground cover, shrubs, and trees that were damaged during construction. All clay and bentonite shall be removed and replaced with topsoil to a depth of 6 inches.

Contractor shall repair all street, alley, driveway, and sidewalk openings with the appropriate material listed in Sections 3.4 and 3.13. During the winter months when asphalt plants are closed, cold patch can be used but the contractor will be responsible to maintain the area once each week until permanent repairs are complete.

Contractor will provide 'as built' drawings for all work completed on public rights-of-way. Distance from the centerline of the road shall be marked every 100 feet or more frequently if installation varies. Road crossings shall be noted by distance from the centerline of the nearest cross street. Distances between splice boxes and/or transformers shall also be noted along with number and color of conduits in each bore. Depth of all conduits shall be shown on the 'as built' drawings. As built drawings will accompany the request for payment.

Contractor's employees working in the 'Supply Space' as defined by NESC, shall be qualified to work within the 'Supply Space' for the installation of conduit.

Contractor's employees entering manholes shall be qualified to work within a confined space. If the manhole has existing energized conductors, the Contractor's employees should be qualified for work around energized conductors. All personal protective equipment required for the Contractor's employees is considered incidental to the work and furnished by the Contractor.

SECTION 3.7: EQUIPMENT PROTECTION:

Traffic bollards shall consist of a 4" diameter galvanized steel pipe eight feet long, buried four feet into the ground and filled with concrete. Bollards shall be required around electric equipment susceptible to damage from vehicular traffic. The installed bollard shall be painted Safety Yellow. Location of bollards to be determined by the Distribution Engineer or his designee.

SECTION 3.8: CONTRACTOR SUPPLIED MATERIAL

All materials used in the work shall meet the requirements of these specifications and no material shall be used until the Village Water and Electric Department has approved it.

1. All sizes of conduit shall have a Strength Diameter Ratio (SDR) of 13.5.
2. Black shall be the color for secondary voltage conduit and residential services. Red stripe on black, or gray, will be used for primary voltage conduits.
3. Steel pipe in 10 foot lengths and 90 degree elbows shall be hot dipped Galvanized, Schedule 40. Sweep size dependent on job requirements.
4. All sizes of plastic conduit and elbows to be Schedule 40.
5. Couplings and splices for plastic to plastic or plastic to steel shall be E-Loc or approved equivalent.

SECTION 3.9: TREE AND SHRUB PROTECTION

All trees shall be protected and cared for during the construction in accordance with the applicable Articles of Section 201 of the Illinois Department of Transportation, Standard Specifications and this Special Provision, with the following revisions. If construction is to occur within the root zone of existing plant material, root pruning will be required where directed by the Director of Water and Electric and/or Village Forester, and shall be done so in the presence of the Director of Water and Electric or Forester or qualified Arborist (hired by the Contractor), prior to digging. The root zone shall be considered as the area around a plant or tree extending at least as far from the base as the longest horizontal branches. No additional compensation will be allowed for root pruning.

Every effort should be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless authorized in the field by the Director of Water and Electric. The Contractor shall provide the Director of Water and Electric notification ten (10) working days prior to the removal of any tree or shrub. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to trees limbs shall be held to a minimum. Shrubs and trees limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches are unavoidable, they should be pruned before starting work in accordance with Articles 201.06 of the Standard Specifications.

Small trees (less than 4 inches in diameter) and shrubs not indicated for removal which are removed or severely damaged during construction shall be replaced in kind and size by the Contractor at no additional cost to the Village, Engineer, or Resident. All planting shall be done in accordance with Section 1081 of the Standard Specifications.

Damages at the rate of two hundred dollars (\$250.00) per inch of trunk diameter shall be charges against the Contractor for unauthorized removal or destruction of any tree four (4) inches in diameter or larger. No additional compensation will be allowed for root pruning.

SECTION 3.10: EXCAVATION SPOILS

For all spoils resulting from mechanical excavation by the Contractor for work performed under this contract, the Contractor will be allowed to dispose of the spoils at the Village Yards (1390 Willow Road, Winnetka, IL). Any spoils created by hydro-excavation will be disposed of by the Contractor. At the Contractor's request, the Village will create a small "holding area" for temporary site to hold the hydro excavated spoils. Disposal of these spoils is considered incidental to the contract.

It will be the Contractor's responsibility to locate the appropriate dumpsite for the proper disposal of all hydro-excavated materials from this project. The Contractor will be responsible for obtaining and certifying all necessary testing, documentation and professional engineering certification, as outlined in the Illinois Environmental Protection Agency's (IEPA) Public Act 96-1416, relating to CCDD and uncontaminated soil fill operations, as well as all associated costs for such work.

SECTION 3.11: SIDEWALK REMOVAL & REPLACEMENT

No sidewalk shall be removed without the permission of the Director of Water and Electric. All sidewalk removal limits shall be saw cut full depth. No sidewalk shall be completely closed unless the sidewalk does not provide access to a store or business and pedestrian traffic has been properly directed to an acceptable crosswalk or alternate route.

SECTION 3.12: RESTORATION OF PARKWAY & YARDS

The Contractor is responsible for restoration. This work is considered incidental to the contract. The contractor should attempt to re-utilize any sod removed from excavation to restore areas around equipment pads, splice boxes, and push/pull pits. Any remaining sites less than 2 square feet, can be restored with topsoil and seed. At the discretion of the Distribution Engineer, larger areas may require restoration with sod. The Contractor is responsible to take the appropriate steps to insure that settling does not occur. The Contractor will be responsible for the restoration for one full year (i.e. if site settles, contractor will re-landscape).

Topsoil shall be pulverized black dirt. Dirt shall be relatively free of debris, roots, stones, and the like. The minimum thickness of prepared topsoil shall be 3".

SECTION 3.13: REPAIRS OF STREETS, ROADS, ALLEYS, and DRIVEWAYS:

All repairs to vehicle designed surfaces will utilize the following specifications. This item of work shall consist of constructing bituminous concrete binder and surface courses. The thickness of each item shall consist of those specified by the Distribution Engineer. All work shall be performed in accordance with Sections 406, 407 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer.

All bituminous mixtures shall conform to the applicable portions of the current requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, of the Illinois Department of Transportation. All such mixtures shall be manufactured in Illinois-based plants within the tolerance limits of the mixing formula provided by the Illinois Department of Transportation to the given plant for the given mixture except as provided for herein. Bituminous mixtures for binder and surface construction shall meet the requirements stated herein.

Bituminous Concrete Binder Course. The Bituminous Concrete Binder Course mixture shall meet the requirements either Bituminous Concrete Binder Course, Class I, Type 2, Mixture B, with a Marshall Stability of not less than 1700, and shall utilize an AC-10 asphalt cement.

Bituminous Concrete Surface Course. The Bituminous Concrete Surface Course Mixture shall be a modified Class I, Mixture C, having a minimum Marshall Stability of 2000, utilizing AC-10 asphalt cement and meeting the following requirements.

The asphalt content shall be in the range of 6.0% - 6.4% as determined by the Director of Public Works.

The ingredients of the bituminous mixture shall be combined in such proportions as to produce an aggregate mixture conforming to the following composition limits by weight:

Passing 1/2" Sieve	100%
Passing #4 Sieve	67-77%
Passing #8 Sieve	47-57%
Passing #50 Sieve	12-20%
Passing #200 Sieve	5-8%

The use of uncrushed gravel will not be allowed in making the bituminous mixture. The final mixture shall contain a minimum of 25% of stone sand of the Aggregate component(s). Air voids (total) shall be 2.5-3.5%.

In the event the fine aggregate components have insufficient minus #200 material to meet the mixture requirements, mineral filler shall replace a portion of the FA-2 in an amount necessary to meet the gradation requirements.

CA-16	45%
FA-02	30%
FA-21	<u>25%</u> (Stone Sand)
Total Aggregates:	100%

At the Contractor's option, RAP may be utilized in the binder mixture but the amount shall not exceed 15%. No RAP may be used in the surface mixture.

All bituminous mixtures shall be placed with a self-propelled paver having a vibrating or tamping screed.

Two rollers shall be provided to function as a breakdown roller and a finish roller. On all surface mixtures, the breakdown roller may be a tandem or three-wheel steel roller in the 10-15 ton weight range, or a pneumatic-tired roller meeting the requirements Sec. 801.01 of the IDOT Standard Specifications. The finish roller shall be a tandem drum roller in the 5-10 ton weight range. A vibratory roller of equivalent compactive effort may be used as a finish roller.

Bituminous mixtures shall be placed in a workmanlike manner under weather conditions favorable to achievement of a quality pavement. Successive layers of bituminous materials shall not be placed unless the supporting layer is free of water, dirt, mud and other undesirable debris. Longitudinal joints shall be staggered 2 to 6 inches between successive lifts of bituminous concrete mixtures. The temperature of the mixture and the rolling pattern shall be such that tight, well-knit longitudinal joints between passes are achieved. The compactive effort shall be such that it produces a dense, durable mat. The minimum density shall be 93% of the maximum theoretical density.

The final surface course shall be placed so that subsequent to compaction, it is from 0 to 1/4 inch above the gutter flag unless otherwise shown on the plans. The final surface shall be neat, dense, and uniform in appearance.

All pavement openings made during the winter season shall be maintained with cold patch until the weather provides the opportunity to permanently repair with bituminous mixtures. Cold patch or torch heated bag mixtures are not an acceptable permanent repair.

SECTION 3.14: TRAFFIC CONTROL AND PROTECTION STANDARDS

Traffic control shall be in accordance with applicable portions of Sections 701, 702, and 703 of the Standard Specifications, the Supplemental Specifications, Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained in the Contract Documents and the Special Provisions contained herein, except as modified herein.

This work shall be to protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, and flag persons, as required, shall be furnished, installed and maintained by the Contractor during the progress of construction work and until such time as it is safe for traffic to use the street. Temporary tripod signing may be used for daily operations as well as the moving operations. The Contractor is responsible for any temporary "No Parking" signs. The Contractor shall furnish, install, maintain, relocate and subsequently remove all signs, signals, markings, traffic cones, barricades, warning lights, flagmen and other devices that are to be used for the purpose of controlling the traffic.

Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

Access shall be provided nightly to each resident, whenever possible. The Contractor is responsible for notifying each resident, in advance, when their driveway will not be accessible. All traffic control measures and protection are considered incidental to the work.

SECTION 3.15 PAYROLLS

The Contractor shall submit certified payrolls along with any invoices to the Village of Winnetka Finance Department within (10) days of the end of project assigned. No progress payment shall be made unless said submittals are current.

SECTION 3.16 PAYMENTS

Progress payments may be made on the first or third Tuesday of each month. In order to be paid, the invoice must be received 14 days in advance of the above payment dates. Final payment (less any penalties) shall not be made until such time as all work is completed to the satisfaction of the Engineer and lien waivers are received for all labor, materials, and subcontractors.

SECTION 3.17: RESTORATION / CLEAN-UP PENALTIES

The contractor will submit an email address to receive locations of required restoration/clean-up. When the Water & Electric Department receives a phone call from a resident, an email will be sent to the contractor's office and the contractor will have two business days to attend to the problem. If repairs are not made, not only will the payment for the bill be delayed but a charge of \$75.00 per day will be deducted from the bill.

SECTION 3.18 ADMINISTRATION OF LIQUIDATED DAMAGES.

It is agreed that time is of the essence on this contract, and that a failure on the part of the Contractor to complete the Work under this contract within the time specified will result in loss and damage to the Village and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof.

The contractor agrees to proceed with the assigned work within **the working day commitment as specified in Section 3.3** after notification by phone or fax from the Director of Water and Electric or his designee. The contractor will continue to work until released by the Director of Water and Electric or all assigned work has been completed. The Village Water and Electric Department has the right to add work to the assigned jobs during a contractor's presence in the Village. The contractor shall be responsible to provide a second crew and machine when requested or if the work is such that the contractor is not meeting the **working day** commitment as specified in Section 3.2. Lack of personnel and/or machine shall not constitute an acceptable excuse.

It is therefore agreed that if the contractor does not proceed with assigned work by the specified workday after notification, the Director of Water and Electric will:

Notify the Surety Company of failure to perform and

1. The contractor will be assessed \$250.00 a day starting on the following work day until contractor starts working in the Village on assigned work, or
2. The Contractor will be assessed the difference between the charges incurred by the Village utilizing another contractor and the original contractors' charges for the work.

The above conditions are hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Village will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not proceed to initiate the Work covered by this Contract on or before the time specified, the Director of Water and Electric shall determine the number of days the Contractor is in default, and the decision of the Director of Water and Electric shall be final and binding upon both parties hereto. It is further agreed that if the Village shall accept any Work or make progress payments under this contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to Liquidated Damages for delays.

SECTION 3.19 ADDITIONAL CLARIFICATIONS

This section addresses questions or issues identified during prior contract periods or bid meetings.

- a) The Village will provide all splice boxes, equipment pads and gravel. The Contractor will pick these items up from the Village Yards at 1390 Willow Road, Winnetka, IL.
- b) The Contractor will be allowed to store material and equipment outdoors at the Village Yards. No equipment can be stored on job sites and/or public right-of-way.
- c) The bid award will be based on evaluation of the Contractor's unit prices to the projected quantity of units for a year.
- d) In the event that work required is not a unit price, hourly labor rates for labor and equipment will be utilized. Contractor to notify Engineer or their designee, with sufficient notice, if work requires non-unit-price activities and the use of hourly labor/equipment rates. Engineer reserves the right to modify job design to fall within unit costs. Any additional material items required and secured by the Contractor will be invoiced at the contractor's cost.
- e) The size of conduit specified on jobs is dependent on the required cable sizes and future plans. The majority of directional boring work is associated with new and/or revised electric services. The Village reserves the right to specify the size of conduit required for each job. In general, single phase, 200 amp secondary cable is installed in 2 inch conduit, 400 amp secondary cable is installed in 4 inch conduit. Single phase primary cable is installed in 2 inch conduit. Three phase primary URD cable is installed in 4" conduit.
- f) The workload may vary from year-to-year. The Village does not guarantee a specific amount of directional boring through the award of this Contract. All work is performed on an As-Needed Basis. Historical information is summarized as follows:

YEAR	2021	2022
Total dollars expended	\$ 371,742.55	\$ 426,196.30
Number of jobs	51	53
Total amount of conduit installed (FEET)	24,256	20,581
Total amount of directional boring (FEET)	11,096	11,556
Number of splice boxes installed	18.00	17.00
Number of Transformer pads installed	12.00	3.00

- g) Contractor may obtain water for boring machinery from the Village Yards located at 1390 Willow Road, no Village hydrants may be used. Contractor must log water consumption.
- h) Contractor will be paid on unit bases, no separate units for landscaping, traffic control, frost excavation.

SECTION 3.20 SCHEDULE OF PRICES

Unit prices are requested for three (3) one year periods. This contract will be in effect from **JUNE 1, 2023** to **MAY 31, 2024** at the "Unit Price A" Column. The Village of Winnetka reserves the right to extend the contract from **June 1, 2024 to May 31, 2025** at the "Unit Price B" column if work progress completed in the first year is acceptable to the Director of Water & Electric. For the third year, the Village of Winnetka reserves the right, under mutual agreement with the Contractor, to extend the contract from **June 1, 2025 to May 31, 2026** at the "Unit Price C" column if work progress completed in the second year is acceptable to the Director of Water & Electric.

WORK PROCESS (PAGE 1)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
Start or End Pit: For 2" conduit	400.00	425.00	450.00
Start or End Pit: For 4" conduit	425.00	450.00	475.00
Start or End Pit: For 5" conduit	450.00	475.00	500.00
Start or End Pit: For 6" conduit	500.00	525.00	550.00
Test Holes In: Concrete	450.00	475.00	500.00
Test Holes In: Asphalt	450.00	475.00	500.00
Test Holes In: Parkway	280.00	290.00	300.00
Excavation for: Xfmr Pad 5'X5'X20"	190.00	200.00	210.00
Excavation for: Xfmr Pad 8'X8'X20"	220.00	230.00	240.00
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	900.00	1000.00	1100.00
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	950.00	1050.00	1150.00
Excavation for: Splice Box 28"X40"X30"	190.00	200.00	210.00
Excavation for: Splice Box 40"X50"X22"	200.00	210.00	220.00
Excavation for and Installation of: Splice Box 28"X40"X30"	400.00	450.00	500.00
Excavation for and Installation of: Splice Box 40"X50"X22"	500.00	550.00	600.00
Conduit/ft. (Material and Installation) 1 1/4" (Orange) w/ pull line	7.00	8.00	9.00
Conduit/ft. (Material and Installation) 2"	14.00	16.00	18.00
Conduit/ft. (Material and Installation) 4"	20.00	25.00	30.00
Conduit/ft. (Material and Installation) 5"	22.00	28.00	32.00
Conduit/ft. (Material and Installation) 6"	24.00	30.00	36.00
Bore/Ream Size/ft. 3"	9.00	10.00	11.00
Bore/Ream Size/ft. 4"	12.00	13.00	14.00
Bore/Ream Size/ft. 6"	14.50	15.50	16.50
Bore/Ream Size/ft. 8"	16.00	17.00	18.00
Bore/Ream Size/ft. 10"	22.00	24.00	26.00
Bore/Ream Size/ft. 12"	23.00	25.00	28.00
Bore/Ream Size/ft. 14"	28.00	32.00	34.00
Bore/Ream Size/ft. 18"	40.00	44.00	48.00
Tie into Existing Manhole First Conduit	1600.00	1700.00	1800.00
Tie into Existing Manhole Additional Conduits	300.00	400.00	500.00
Tie into Existing Splice Box First Conduit	400.00	425.00	450.00
Tie into Existing Splice Box Additional Conduits	30.00	40.00	50.00

WORK PROCESS (PAGE 2)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	10.00	12.00	14.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	14.00	16.00	18.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	30.00	32.00	34.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	32.00	34.00	36.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	36.00	38.00	40.00

Fusion Butt Splice (Material and Labor): 2"	200.00	225.00	250.00
Fusion Butt Splice (Material and Labor): 4"	250.00	275.00	300.00
Fusion Butt Splice (Material and Labor): 5"	300.00	325.00	350.00
Fusion Butt Splice (Material and Labor): 6"	350.00	375.00	400.00
2" – 18" Sweep 90° Bends (Material Only, Steel)	50.00	55.00	60.00
2" – 18" Sweep 90° Bends (Material Only, PVC)	22.00	24.00	26.00
2" – 18" Sweep 90° Bends (Installation Only)	24.00	26.00	28.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	60.00	65.00	70.00
2" – 24" Sweep 90° Bends (Material Only, PVC)	20.00	25.00	30.00
2" – 24" Sweep 90° Bends (Installation Only)	40.00	45.00	50.00
2" 10' Steel Conduit w/coupling (Material Only)	140.00	150.00	160.00
2" 10' Steel Conduit w/coupling (Installation Only)	40.00	45.00	50.00
2" 10' PVC Conduit w/coupling (Material Only)	30.00	35.00	40.00
2" 10' PVC Conduit w/coupling (Installation Only)	30.00	35.00	40.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	160.00	170.00	180.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	45.00	50.00	55.00
4" – 24" Sweep 90° Bends (Installation Only)	40.00	45.00	50.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	210.00	220.00	240.00
4" – 36" Sweep 90° Bends (Material Only, PVC)	60.00	65.00	70.00
4" – 36" Sweep 90° Bends (Installation Only)	80.00	85.00	90.00
4" 10' Steel Conduit w/coupling (Material Only)	280.00	300.00	320.00
4" 10' Steel Conduit w/coupling (Installation Only)	50.00	55.00	55.00
4" 10' PVC Conduit w/coupling (Material Only)	120.00	130.00	140.00
4" 10' PVC Conduit w/coupling (Installation Only)	25.00	30.00	35.00

WORK PROCESS (PAGE 3)	UNIT PRICE "A"	UNIT PRICE "B"	UNIT PRICE "C"
5" – 36" Sweep 90° Bends (Material Only, Steel)	700.00	725.00	750.00
5" – 36" Sweep 90° Bends (Material Only, PVC)	150.00	160.00	170.00
5" – 36" Sweep 90° Bends (Installation Only)	20.00	30.00	40.00
5" – 48" Sweep 90° Bends (Material Only, Steel)	800.00	850.00	900.00
5" – 48" Sweep 90° Bends (Material Only, PVC)	200.00	210.00	220.00
5" – 48" Sweep 90° Bends (Installation Only)	20.00	30.00	40.00
5" 10' Steel Conduit w/coupling (Material Only)	475.00	500.00	525.00
5" 10' Steel Conduit w/coupling (Installation Only)	20.00	30.00	40.00
5" 10' PVC Conduit w/coupling (Material Only)	140.00	150.00	160.00
5" 10' PVC Conduit w/coupling (Installation Only)	20.00	30.00	40.00

6" – 48" Sweep 90° Bends (Material Only, Steel)	800.00	820.00	840.00
6" – 48" Sweep 90° Bends (Material Only, PVC)	220.00	240.00	260.00
6" – 48" Sweep 90° Bends (Installation Only)	20.00	30.00	40.00
6" – 60" Sweep 90° Bends (Material Only, Steel)	1200.00	1300.00	1400.00
6" – 60" Sweep 90° Bends (Material Only, PVC)	180.00	200.00	220.00
6" – 60" Sweep 90° Bends (Installation Only)	20.00	30.00	40.00
6" 10' Steel Conduit w/coupling (Material Only)	575.00	600.00	625.00
6" 10' Steel Conduit w/coupling (Installation Only)	20.00	30.00	40.00
6" 10' PVC Conduit w/coupling (Material Only)	175.00	200.00	225.00
6" 10' PVC Conduit w/coupling (Installation Only)	20.00	30.00	40.00
2" Color Coded (Markup for red color or striped conduits, cost per foot)	1.60	1.70	1.80
4" Color Coded (Markup for red color or striped conduits, cost per foot)	1.60	1.70	1.80
5" Color Coded (Markup for red color or striped conduits, cost per foot)	1.60	1.70	1.80
6" Color Coded (Markup for red color or striped conduits, cost per foot)	1.60	1.70	1.80
Foreman Hourly Labor Rates:	145.00	155.00	165.00
Laborer Hourly Labor Rates:	120.00	125.00	130.00
Pickup Truck Hourly Equipment Rates:	40.00	45.00	50.00
Dump Truck Hourly Equipment Rates:	70.00	75.00	80.00
Mini Excavator w/trailer Hourly Equipment Rates:	60.00	65.00	70.00
Air Compressor Hourly Equipment Rates:	30.00	35.00	40.00
Install 4" steel pipe filled with concrete Traffic Bollards	600.00	650.00	700.00

EXHIBIT 1

YEAR 1 - UNIT PRICES

		Maple Cable Construction Co		Utility Dynamics Corporation	
WORK PROCESS	3 YEAR AVERAGE	UNIT PRICE "A"	Ext Price A	UNIT PRICE "A"	Ext Price A
Start or End Pit: For 2" conduit	140	\$ 400.00	\$ 56,000.00	\$ 500.00	\$70,000.00
Start or End Pit: For 4" conduit	112	\$ 425.00	\$ 47,600.00	\$ 500.00	\$56,000.00
Start or End Pit: For 5" conduit	0	\$ 450.00	\$ -	\$ 500.00	\$ -
Start or End Pit: For 6" conduit	0	\$ 500.00	\$ -	\$ 500.00	\$ -
Test Holes In: Concrete	1	\$ 450.00	\$ 450.00	\$ 600.00	\$ 600.00
Test Holes In: Asphalt	10	\$ 450.00	\$ 4,500.00	\$ 600.00	\$ 6,000.00
Test Holes In: Parkway	226	\$ 280.00	\$ 63,186.67	\$ 200.00	\$45,133.33
Excavation for: Xfmr Pad 5'X5'X20"	1	\$ 190.00	\$ 126.67	\$ 300.00	\$ 200.00
Excavation for: Xfmr Pad 8'X8'X20"	0	\$ 220.00	\$ -	\$ 350.00	\$ -
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	4	\$ 900.00	\$ 3,600.00	\$ 1,100.00	\$ 4,400.00
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	2	\$ 950.00	\$ 1,900.00	\$ 1,300.00	\$ 2,600.00
Excavation for: Splice Box 28"X40"X30"	0	\$ 190.00	\$ 63.33	\$ 300.00	\$ 100.00
Excavation for: Splice Box 40"X50"X22"	1	\$ 200.00	\$ 200.00	\$ 350.00	\$ 350.00
Excavation for and Installation of: Splice Box 28"X40"X30"	12	\$ 400.00	\$ 4,666.67	\$ 500.00	\$ 5,833.33
Excavation for and Installation of: Splice Box 40"X50"X22"	6	\$ 500.00	\$ 3,000.00	\$ 600.00	\$ 3,600.00
Conduit/ft. (Material and Installation) 1 1/4" (Orange) w/ pull line	9362	\$ 7.00	\$ 65,531.67	\$ 5.00	\$46,808.33
Conduit/ft. (Material and Installation) 2"	5879	\$ 14.00	\$ 82,301.33	\$ 6.00	\$35,272.00
Conduit/ft. (Material and Installation) 4"	6572	\$ 20.00	\$131,433.33	\$ 12.00	\$78,860.00
Conduit/ft. (Material and Installation) 5"	0	\$ 22.00	\$ -	\$ 16.00	\$ -
Conduit/ft. (Material and Installation) 6"	0	\$ 24.00	\$ -	\$ 20.00	\$ -
Bore/Ream Size/ft. 3"	0	\$ 9.00	\$ -	\$ 10.00	\$ -
Bore/Ream Size/ft. 4"	1644	\$ 12.00	\$ 19,732.00	\$ 14.00	\$23,020.67
Bore/Ream Size/ft. 6"	4157	\$ 14.50	\$ 60,281.33	\$ 18.00	\$74,832.00
Bore/Ream Size/ft. 8"	4036	\$ 16.00	\$ 64,581.33	\$ 23.00	\$92,835.67
Bore/Ream Size/ft. 10"	1135	\$ 22.00	\$ 24,962.67	\$ 27.00	\$30,636.00
Bore/Ream Size/ft. 12"	204	\$ 23.00	\$ 4,699.67	\$ 31.00	\$ 6,334.33
Bore/Ream Size/ft. 14"	116	\$ 28.00	\$ 3,248.00	\$ 38.00	\$ 4,408.00
Bore/Ream Size/ft. 18"	93	\$ 40.00	\$ 3,733.33	\$ 46.00	\$ 4,293.33
Tie into Existing Manhole First Conduit	14	\$ 1,600.00	\$ 21,866.67	\$ 1,500.00	\$20,500.00
Tie into Existing Manhole Additional Conduits	14	\$ 300.00	\$ 4,200.00	\$ 500.00	\$ 7,000.00
Tie into Existing Splice Box First Conduit	26	\$ 400.00	\$ 10,533.33	\$ 1,200.00	\$31,600.00

Tie into Existing Splice Box Additional Conduits	0	\$ 30.00	\$ -	\$ 400.00	\$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	26	\$ 10.00	\$ 260.00	\$ 18.00	\$ 468.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	17	\$ 14.00	\$ 242.67	\$ 20.00	\$ 346.67
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	64	\$ 30.00	\$ 1,920.00	\$ 42.00	\$ 2,688.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	0	\$ 32.00	\$ -	\$ 60.00	\$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	0	\$ 36.00	\$ -	\$ 80.00	\$ -
Fusion Butt Splice (Material and Labor): 2"	0	\$ 200.00	\$ -	\$ 500.00	\$ -
Fusion Butt Splice (Material and Labor): 4"	0	\$ 250.00	\$ 83.33	\$ 550.00	\$ 183.33
Fusion Butt Splice (Material and Labor): 5"	0	\$ 300.00	\$ -	\$ 600.00	\$ -
Fusion Butt Splice (Material and Labor): 6"	0	\$ 350.00	\$ -	\$ 700.00	\$ -
2" – 18" Sweep 90° Bends (Material Only, Steel)	4	\$ 50.00	\$ 216.67	\$ 200.00	\$ 866.67
2" – 18" Sweep 90° Bends (Material Only, PVC)	3	\$ 22.00	\$ 73.33	\$ 50.00	\$ 166.67
2" – 18" Sweep 90° Bends (Installation Only)	6	\$ 24.00	\$ 152.00	\$ 50.00	\$ 316.67
2" – 24" Sweep 90° Bends (Material Only, Steel)	0	\$ 60.00	\$ -	\$ 220.00	\$ -
2" – 24" Sweep 90° Bends (Material Only, PVC)	1	\$ 20.00	\$ 26.67	\$ 50.00	\$ 66.67
2" – 24" Sweep 90° Bends (Installation Only)	2	\$ 40.00	\$ 93.33	\$ 50.00	\$ 116.67
2" 10' Steel Conduit w/coupling (Material Only)	5	\$ 140.00	\$ 746.67	\$ 120.00	\$ 640.00
2" 10' Steel Conduit w/coupling (Installation Only)	5	\$ 40.00	\$ 200.00	\$ 80.00	\$ 400.00
2" 10' PVC Conduit w/coupling (Material Only)	1	\$ 30.00	\$ 30.00	\$ 60.00	\$ 60.00
2" 10' PVC Conduit w/coupling (Installation Only)	1	\$ 30.00	\$ 40.00	\$ 50.00	\$ 66.67
4" – 24" Sweep 90° Bends (Material Only, Steel)	5	\$ 160.00	\$ 800.00	\$ 230.00	\$ 1,150.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	28	\$ 45.00	\$ 1,260.00	\$ 60.00	\$ 1,680.00
4" – 24" Sweep 90° Bends (Installation Only)	34	\$ 40.00	\$ 1,346.67	\$ 80.00	\$ 2,693.33
4" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 210.00	\$ -	\$ 400.00	\$ -
4" – 36" Sweep 90° Bends (Material Only, PVC)	21	\$ 60.00	\$ 1,260.00	\$ 80.00	\$ 1,680.00
4" – 36" Sweep 90° Bends (Installation Only)	21	\$ 80.00	\$ 1,680.00	\$ 100.00	\$ 2,100.00
4" 10' Steel Conduit w/coupling (Material Only)	12	\$ 280.00	\$ 3,360.00	\$ 300.00	\$ 3,600.00

4" 10' Steel Conduit w/coupling (Installation Only)	12	\$ 50.00	\$ 583.33	\$ 400.00	\$ 4,666.67
4" 10' PVC Conduit w/coupling (Material Only)	23	\$ 120.00	\$ 2,720.00	\$ 120.00	\$ 2,720.00
4" 10' PVC Conduit w/coupling (Installation Only)	23	\$ 25.00	\$ 575.00	\$ 120.00	\$ 2,760.00
5" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 700.00	\$ -	\$ 720.00	\$ -
5" – 36" Sweep 90° Bends (Material Only, PVC)	0	\$ 150.00	\$ -	\$ 160.00	\$ -
5" – 36" Sweep 90° Bends (Installation Only)	0	\$ 20.00	\$ -	\$ 250.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 800.00	\$ -	\$ 900.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 200.00	\$ -	\$ 180.00	\$ -
5" – 48" Sweep 90° Bends (Installation Only)	0	\$ 20.00	\$ -	\$ 300.00	\$ -
5" 10' Steel Conduit w/coupling (Material Only)	0	\$ 475.00	\$ -	\$ 550.00	\$ -
5" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 20.00	\$ -	\$ 400.00	\$ -
5" 10' PVC Conduit w/coupling (Material Only)	0	\$ 140.00	\$ -	\$ 150.00	\$ -
5" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 20.00	\$ -	\$ 150.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 800.00	\$ -	\$ 900.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 220.00	\$ -	\$ 300.00	\$ -
6" – 48" Sweep 90° Bends (Installation Only)	0	\$ 20.00	\$ -	\$ 300.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, Steel)	0	\$ 1,200.00	\$ -	\$ 1,400.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, PVC)	0	\$ 180.00	\$ -	\$ 280.00	\$ -
6" – 60" Sweep 90° Bends (Installation Only)	0	\$ 20.00	\$ -	\$ 400.00	\$ -
6" 10' Steel Conduit w/coupling (Material Only)	0	\$ 575.00	\$ -	\$ 900.00	\$ -
6" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 20.00	\$ -	\$ 500.00	\$ -
6" 10' PVC Conduit w/coupling (Material Only)	0	\$ 175.00	\$ -	\$ 400.00	\$ -
6" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 20.00	\$ -	\$ 300.00	\$ -
2" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.60	\$ -	\$ 2.00	\$ -
4" Color Coded (Markup for red color or striped conduits, cost per foot)	324	\$ 1.60	\$ 517.87	\$ 4.00	\$ 1,294.67
5" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.60	\$ -	\$ 6.00	\$ -
6" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.60	\$ -	\$ 8.00	\$ -

Foreman Hourly Labor Rates:	187	\$ 145.00	\$ 27,066.67	\$ 160.00	\$29,866.67
Laborer Hourly Labor Rates:	547	\$ 120.00	\$ 65,680.00	\$ 140.00	\$76,626.67
Pickup Truck Hourly Equipment Rates:	350	\$ 40.00	\$ 14,000.00	\$ 30.00	\$10,500.00
Dump Truck Hourly Equipment Rates:	0	\$ 70.00	\$ -	\$ 50.00	\$ -
Mini Excavator w/trailer Hourly Equipment Rates:	172	\$ 60.00	\$ 10,320.00	\$ 50.00	\$ 8,600.00
Air Compressor Hourly Equipment Rates:	21	\$ 30.00	\$ 630.00	\$ 30.00	\$ 630.00
Install 4" steel pipe filled with concrete Traffic Ballards	0	\$ 600.00	\$ -	\$ 1,200.00	\$ -
			\$ 818,282.20	\$ 808,171.00	

EXHIBIT 2

YEAR 2 - UNIT PRICES		Maple Cable Construction Co		Utility Dynamics Corporation	
WORK PROCESS	3 YEAR AVERAGE	UNIT PRICE "A"	Ext Price A	UNIT PRICE "A"	Ext Price A
Start or End Pit: For 2" conduit	140	\$ 425.00	\$ 59,500.00	\$ 550.00	\$ 77,000.00
Start or End Pit: For 4" conduit	112	\$ 450.00	\$ 50,400.00	\$ 550.00	\$ 61,600.00
Start or End Pit: For 5" conduit	0	\$ 475.00	\$ -	\$ 550.00	\$ -
Start or End Pit: For 6" conduit	0	\$ 525.00	\$ -	\$ 550.00	\$ -
Test Holes In: Concrete	1	\$ 475.00	\$ 475.00	\$ 650.00	\$ 650.00
Test Holes In: Asphalt	10	\$ 475.00	\$ 4,750.00	\$ 650.00	\$ 6,500.00
Test Holes In: Parkway	226	\$ 290.00	\$ 65,443.33	\$ 250.00	\$ 56,416.67
Excavation for: Xfmr Pad 5'X5'X20"	1	\$ 200.00	\$ 133.33	\$ 325.00	\$ 216.67
Excavation for: Xfmr Pad 8'X8'X20"	0	\$ 230.00	\$ -	\$ 375.00	\$ -
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	4	\$ 1,000.00	\$ 4,000.00	\$ 1,200.00	\$ 4,800.00
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	2	\$ 1,050.00	\$ 2,100.00	\$ 1,400.00	\$ 2,800.00
Excavation for: Splice Box 28"X40"X30"	0	\$ 200.00	\$ 66.67	\$ 325.00	\$ 108.33
Excavation for: Splice Box 40"X50"X22"	1	\$ 210.00	\$ 210.00	\$ 375.00	\$ 375.00
Excavation for and Installation of: Splice Box 28"X40"X30"	12	\$ 450.00	\$ 5,250.00	\$ 550.00	\$ 6,416.67
Excavation for and Installation of: Splice Box 40"X50"X22"	6	\$ 550.00	\$ 3,300.00	\$ 650.00	\$ 3,900.00
Conduit/ft. (Material and Installation) 1 1/4" (Orange) w/ pull line	9362	\$ 8.00	\$ 74,893.33	\$ 6.00	\$ 56,170.00
Conduit/ft. (Material and Installation) 2"	5879	\$ 16.00	\$ 94,058.67	\$ 7.00	\$ 41,150.67
Conduit/ft. (Material and Installation) 4"	6572	\$ 25.00	\$ 164,291.67	\$ 14.00	\$ 92,003.33
Conduit/ft. (Material and Installation) 5"	0	\$ 28.00	\$ -	\$ 19.00	\$ -
Conduit/ft. (Material and Installation) 6"	0	\$ 30.00	\$ -	\$ 25.00	\$ -
Bore/Ream Size/ft. 3"	0	\$ 10.00	\$ -	\$ 11.00	\$ -
Bore/Ream Size/ft. 4"	1644	\$ 13.00	\$ 21,376.33	\$ 16.00	\$ 26,309.33
Bore/Ream Size/ft. 6"	4157	\$ 15.50	\$ 64,438.67	\$ 20.00	\$ 83,146.67
Bore/Ream Size/ft. 8"	4036	\$ 17.00	\$ 68,617.67	\$ 25.00	\$ 100,908.33
Bore/Ream Size/ft. 10"	1135	\$ 24.00	\$ 27,232.00	\$ 30.00	\$ 34,040.00
Bore/Ream Size/ft. 12"	204	\$ 25.00	\$ 5,108.33	\$ 34.00	\$ 6,947.33
Bore/Ream Size/ft. 14"	116	\$ 32.00	\$ 3,712.00	\$ 42.00	\$ 4,872.00
Bore/Ream Size/ft. 18"	93	\$ 44.00	\$ 4,106.67	\$ 50.00	\$ 4,666.67
Tie into Existing Manhole First Conduit	14	\$ 1,700.00	\$ 23,233.33	\$ 1,650.00	\$ 22,550.00
Tie into Existing Manhole Additional Conduits	14	\$ 400.00	\$ 5,600.00	\$ 550.00	\$ 7,700.00
Tie into Existing Splice Box First Conduit	26	\$ 425.00	\$ 11,191.67	\$ 1,300.00	\$ 34,233.33
Tie into Existing Splice Box Additional Conduits	0	\$ 40.00	\$ -	\$ 450.00	\$ -

E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	26	\$ 12.00	\$ 312.00	\$ 20.00	\$ 520.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	17	\$ 16.00	\$ 277.33	\$ 23.00	\$ 398.67
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	64	\$ 32.00	\$ 2,048.00	\$ 46.00	\$ 2,944.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	0	\$ 34.00	\$ -	\$ 66.00	\$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	0	\$ 38.00	\$ -	\$ 88.00	\$ -
Fusion Butt Splice (Material and Labor): 2"	0	\$ 225.00	\$ -	\$ 600.00	\$ -
Fusion Butt Splice (Material and Labor): 4"	0	\$ 275.00	\$ 91.67	\$ 700.00	\$ 233.33
Fusion Butt Splice (Material and Labor): 5"	0	\$ 325.00	\$ -	\$ 720.00	\$ -
Fusion Butt Splice (Material and Labor): 6"	0	\$ 375.00	\$ -	\$ 840.00	\$ -
2" – 18" Sweep 90° Bends (Material Only, Steel)	4	\$ 55.00	\$ 238.33	\$ 220.00	\$ 953.33
2" – 18" Sweep 90° Bends (Material Only, PVC)	3	\$ 24.00	\$ 80.00	\$ 60.00	\$ 200.00
2" – 18" Sweep 90° Bends (Installation Only)	6	\$ 26.00	\$ 164.67	\$ 60.00	\$ 380.00
2" – 24" Sweep 90° Bends (Material Only, Steel)	0	\$ 65.00	\$ -	\$ 250.00	\$ -
2" – 24" Sweep 90° Bends (Material Only, PVC)	1	\$ 25.00	\$ 33.33	\$ 60.00	\$ 80.00
2" – 24" Sweep 90° Bends (Installation Only)	2	\$ 45.00	\$ 105.00	\$ 60.00	\$ 140.00
2" 10' Steel Conduit w/coupling (Material Only)	5	\$ 150.00	\$ 800.00	\$ 135.00	\$ 720.00
2" 10' Steel Conduit w/coupling (Installation Only)	5	\$ 45.00	\$ 225.00	\$ 100.00	\$ 500.00
2" 10' PVC Conduit w/coupling (Material Only)	1	\$ 35.00	\$ 35.00	\$ 70.00	\$ 70.00
2" 10' PVC Conduit w/coupling (Installation Only)	1	\$ 35.00	\$ 46.67	\$ 60.00	\$ 80.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	5	\$ 170.00	\$ 850.00	\$ 260.00	\$ 1,300.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	28	\$ 50.00	\$ 1,400.00	\$ 70.00	\$ 1,960.00
4" – 24" Sweep 90° Bends (Installation Only)	34	\$ 45.00	\$ 1,515.00	\$ 90.00	\$ 3,030.00
4" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 220.00	\$ -	\$ 440.00	\$ -
4" – 36" Sweep 90° Bends (Material Only, PVC)	21	\$ 65.00	\$ 1,365.00	\$ 90.00	\$ 1,890.00
4" – 36" Sweep 90° Bends (Installation Only)	21	\$ 85.00	\$ 1,785.00	\$ 110.00	\$ 2,310.00
4" 10' Steel Conduit w/coupling (Material Only)	12	\$ 300.00	\$ 3,600.00	\$ 330.00	\$ 3,960.00
4" 10' Steel Conduit w/coupling (Installation Only)	12	\$ 55.00	\$ 641.67	\$ 440.00	\$ 5,133.33
4" 10' PVC Conduit w/coupling (Material Only)	23	\$ 130.00	\$ 2,946.67	\$ 140.00	\$ 3,173.33

4" 10' PVC Conduit w/coupling (Installation Only)	23	\$ 30.00	\$ 690.00	\$ 140.00	\$ 3,220.00
5" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 725.00	\$ -	\$ 770.00	\$ -
5" – 36" Sweep 90° Bends (Material Only, PVC)	0	\$ 160.00	\$ -	\$ 180.00	\$ -
5" – 36" Sweep 90° Bends (Installation Only)	0	\$ 30.00	\$ -	\$ 275.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 850.00	\$ -	\$ 1,000.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 210.00	\$ -	\$ 200.00	\$ -
5" – 48" Sweep 90° Bends (Installation Only)	0	\$ 30.00	\$ -	\$ 330.00	\$ -
5" 10' Steel Conduit w/coupling (Material Only)	0	\$ 500.00	\$ -	\$ 610.00	\$ -
5" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 30.00	\$ -	\$ 440.00	\$ -
5" 10' PVC Conduit w/coupling (Material Only)	0	\$ 510.00	\$ -	\$ 165.00	\$ -
5" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 30.00	\$ -	\$ 165.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 820.00	\$ -	\$ 1,000.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 240.00	\$ -	\$ 330.00	\$ -
6" – 48" Sweep 90° Bends (Installation Only)	0	\$ 30.00	\$ -	\$ 330.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, Steel)	0	\$ 1,300.00	\$ -	\$ 1,570.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, PVC)	0	\$ 200.00	\$ -	\$ 310.00	\$ -
6" – 60" Sweep 90° Bends (Installation Only)	0	\$ 30.00	\$ -	\$ 440.00	\$ -
6" 10' Steel Conduit w/coupling (Material Only)	0	\$ 600.00	\$ -	\$ 1,050.00	\$ -
6" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 30.00	\$ -	\$ 550.00	\$ -
6" 10' PVC Conduit w/coupling (Material Only)	0	\$ 200.00	\$ -	\$ 440.00	\$ -
6" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 30.00	\$ -	\$ 330.00	\$ -
2" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.70	\$ -	\$ 2.20	\$ -
4" Color Coded (Markup for red color or striped conduits, cost per foot)	324	\$ 1.70	\$ 550.23	\$ 4.50	\$ 1,456.50
5" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.70	\$ -	\$ 6.50	\$ -
6" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.70	\$ -	\$ 8.50	\$ -
Foreman Hourly Labor Rates:	187	\$ 155.00	\$ 28,933.33	\$ 180.00	\$ 33,600.00
Laborer Hourly Labor Rates:	547	\$ 125.00	\$ 68,416.67	\$ 155.00	\$ 84,836.67
Pickup Truck Hourly Equipment Rates:	350	\$ 45.00	\$ 15,750.00	\$ 35.00	\$ 12,250.00
Dump Truck Hourly Equipment Rates:	0	\$ 75.00	\$ -	\$ 55.00	\$ -

Mini Excavator w/trailer Hourly Equipment Rates:	172	\$ 65.00	\$ 11,180.00	\$ 55.00	\$ 9,460.00
Air Compressor Hourly Equipment Rates:	21	\$ 35.00	\$ 735.00	\$ 35.00	\$ 735.00
Install 4" steel pipe filled with concrete Traffic Ballards	0	\$ 650.00	\$ -	\$ 1,400.00	\$ -
		\$	908,304.23	\$	911,015.17

EXHIBIT 3

YEAR 3 - UNIT PRICES		Maple Cable Construction Co		Utility Dynamics Corporation	
WORK PROCESS	3 YEAR AVERAGE	UNIT PRICE "A"	Ext Price A	UNIT PRICE "A"	Ext Price A
Start or End Pit: For 2" conduit	140	\$ 450.00	\$ 63,000.00	\$ 600.00	\$ 84,000.00
Start or End Pit: For 4" conduit	112	\$ 475.00	\$ 53,200.00	\$ 600.00	\$ 67,200.00
Start or End Pit: For 5" conduit	0	\$ 500.00	\$ -	\$ 600.00	\$ -
Start or End Pit: For 6" conduit	0	\$ 550.00	\$ -	\$ 600.00	\$ -
Test Holes In: Concrete	1	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00
Test Holes In: Asphalt	10	\$ 500.00	\$ 5,000.00	\$ 700.00	\$ 7,000.00
Test Holes In: Parkway	226	\$ 300.00	\$ 67,700.00	\$ 300.00	\$ 67,700.00
Excavation for: Xfmr Pad 5'X5'X20"	1	\$ 210.00	\$ 140.00	\$ 350.00	\$ 233.33
Excavation for: Xfmr Pad 8'X8'X20"	0	\$ 240.00	\$ -	\$ 400.00	\$ -
Excavation for and Installation of: Xfmr Pad 5'X5'X20"	4	\$ 1,100.00	\$ 4,400.00	\$ 1,300.00	\$ 5,200.00
Excavation for and Installation of: Xfmr Pad 8'X8'X20"	2	\$ 1,150.00	\$ 2,300.00	\$ 1,500.00	\$ 3,000.00
Excavation for: Splice Box 28"X40"X30"	0	\$ 210.00	\$ 70.00	\$ 350.00	\$ 116.67
Excavation for: Splice Box 40"X50"X22"	1	\$ 220.00	\$ 220.00	\$ 400.00	\$ 400.00
Excavation for and Installation of: Splice Box 28"X40"X30"	12	\$ 500.00	\$ 5,833.33	\$ 600.00	\$ 7,000.00
Excavation for and Installation of: Splice Box 40"X50"X22"	6	\$ 600.00	\$ 3,600.00	\$ 700.00	\$ 4,200.00
Conduit/ft. (Material and Installation) 1 1/4" (Orange) w/ pull line	9362	\$ 9.00	\$ 84,255.00	\$ 7.00	\$ 65,531.67
Conduit/ft. (Material and Installation) 2"	5879	\$ 18.00	\$ 105,816.00	\$ 8.00	\$ 47,029.33
Conduit/ft. (Material and Installation) 4"	6572	\$ 30.00	\$ 197,150.00	\$ 18.00	\$ 118,290.00
Conduit/ft. (Material and Installation) 5"	0	\$ 32.00	\$ -	\$ 24.00	\$ -
Conduit/ft. (Material and Installation) 6"	0	\$ 36.00	\$ -	\$ 32.00	\$ -
Bore/Ream Size/ft. 3"	0	\$ 11.00	\$ -	\$ 12.00	\$ -
Bore/Ream Size/ft. 4"	1644	\$ 14.00	\$ 23,020.67	\$ 22.00	\$ 36,175.33
Bore/Ream Size/ft. 6"	4157	\$ 16.50	\$ 68,596.00	\$ 24.00	\$ 99,776.00
Bore/Ream Size/ft. 8"	4036	\$ 18.00	\$ 72,654.00	\$ 28.00	\$ 113,017.33
Bore/Ream Size/ft. 10"	1135	\$ 26.00	\$ 29,501.33	\$ 34.00	\$ 38,578.67
Bore/Ream Size/ft. 12"	204	\$ 28.00	\$ 5,721.33	\$ 39.00	\$ 7,969.00
Bore/Ream Size/ft. 14"	116	\$ 34.00	\$ 3,944.00	\$ 47.00	\$ 5,452.00
Bore/Ream Size/ft. 18"	93	\$ 48.00	\$ 4,480.00	\$ 56.00	\$ 5,226.67
Tie into Existing Manhole First Conduit	14	\$ 1,800.00	\$ 24,600.00	\$ 1,800.00	\$ 24,600.00
Tie into Existing Manhole Additional Conduits	14	\$ 500.00	\$ 7,000.00	\$ 600.00	\$ 8,400.00
Tie into Existing Splice Box First Conduit	26	\$ 450.00	\$ 11,850.00	\$ 1,450.00	\$ 38,183.33
Tie into Existing Splice Box Additional Conduits	0	\$ 50.00	\$ -	\$ 525.00	\$ -

E-Loc Couplings or Approved Equivalent (Material and Labor): 1 1/4"	26	\$ 16.00	\$ 416.00	\$ 22.00	\$ 572.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 2"	17	\$ 20.00	\$ 346.67	\$ 26.00	\$ 450.67
E-Loc Couplings or Approved Equivalent (Material and Labor): 4"	64	\$ 36.00	\$ 2,304.00	\$ 50.00	\$ 3,200.00
E-Loc Couplings or Approved Equivalent (Material and Labor): 5"	0	\$ 38.00	\$ -	\$ 70.00	\$ -
E-Loc Couplings or Approved Equivalent (Material and Labor): 6"	0	\$ 42.00	\$ -	\$ 98.00	\$ -
Fusion Butt Splice (Material and Labor): 2"	0	\$ 250.00	\$ -	\$ 700.00	\$ -
Fusion Butt Splice (Material and Labor): 4"	0	\$ 300.00	\$ 100.00	\$ 850.00	\$ 283.33
Fusion Butt Splice (Material and Labor): 5"	0	\$ 350.00	\$ -	\$ 880.00	\$ -
Fusion Butt Splice (Material and Labor): 6"	0	\$ 400.00	\$ -	\$ 1,000.00	\$ -
2" – 18" Sweep 90° Bends (Material Only, Steel)	4	\$ 60.00	\$ 260.00	\$ 250.00	\$ 1,083.33
2" – 18" Sweep 90° Bends (Material Only, PVC)	3	\$ 26.00	\$ 86.67	\$ 70.00	\$ 233.33
2" – 18" Sweep 90° Bends (Installation Only)	6	\$ 28.00	\$ 177.33	\$ 70.00	\$ 443.33
2" – 24" Sweep 90° Bends (Material Only, Steel)	0	\$ 70.00	\$ -	\$ 300.00	\$ -
2" – 24" Sweep 90° Bends (Material Only, PVC)	1	\$ 30.00	\$ 40.00	\$ 70.00	\$ 93.33
2" – 24" Sweep 90° Bends (Installation Only)	2	\$ 50.00	\$ 116.67	\$ 70.00	\$ 163.33
2" 10' Steel Conduit w/coupling (Material Only)	5	\$ 160.00	\$ 853.33	\$ 155.00	\$ 826.67
2" 10' Steel Conduit w/coupling (Installation Only)	5	\$ 50.00	\$ 250.00	\$ 125.00	\$ 625.00
2" 10' PVC Conduit w/coupling (Material Only)	1	\$ 40.00	\$ 40.00	\$ 85.00	\$ 85.00
2" 10' PVC Conduit w/coupling (Installation Only)	1	\$ 40.00	\$ 53.33	\$ 75.00	\$ 100.00
4" – 24" Sweep 90° Bends (Material Only, Steel)	5	\$ 180.00	\$ 900.00	\$ 300.00	\$ 1,500.00
4" – 24" Sweep 90° Bends (Material Only, PVC)	28	\$ 55.00	\$ 1,540.00	\$ 80.00	\$ 2,240.00
4" – 24" Sweep 90° Bends (Installation Only)	34	\$ 50.00	\$ 1,683.33	\$ 100.00	\$ 3,366.67
4" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 240.00	\$ -	\$ 480.00	\$ -
4" – 36" Sweep 90° Bends (Material Only, PVC)	21	\$ 70.00	\$ 1,470.00	\$ 105.00	\$ 2,205.00
4" – 36" Sweep 90° Bends (Installation Only)	21	\$ 90.00	\$ 1,890.00	\$ 130.00	\$ 2,730.00
4" 10' Steel Conduit w/coupling (Material Only)	12	\$ 320.00	\$ 3,840.00	\$ 370.00	\$ 4,440.00
4" 10' Steel Conduit w/coupling (Installation Only)	12	\$ 55.00	\$ 641.67	\$ 490.00	\$ 5,716.67
4" 10' PVC Conduit w/coupling (Material Only)	23	\$ 140.00	\$ 3,173.33	\$ 160.00	\$ 3,626.67

4" 10' PVC Conduit w/coupling (Installation Only)	23	\$ 35.00	\$ 805.00	\$ 160.00	\$ 3,680.00
5" – 36" Sweep 90° Bends (Material Only, Steel)	0	\$ 750.00	\$ -	\$ 850.00	\$ -
5" – 36" Sweep 90° Bends (Material Only, PVC)	0	\$ 170.00	\$ -	\$ 210.00	\$ -
5" – 36" Sweep 90° Bends (Installation Only)	0	\$ 40.00	\$ -	\$ 310.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 900.00	\$ -	\$ 1,100.00	\$ -
5" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 220.00	\$ -	\$ 230.00	\$ -
5" – 48" Sweep 90° Bends (Installation Only)	0	\$ 40.00	\$ -	\$ 370.00	\$ -
5" 10' Steel Conduit w/coupling (Material Only)	0	\$ 525.00	\$ -	\$ 370.00	\$ -
5" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 40.00	\$ -	\$ 490.00	\$ -
5" 10' PVC Conduit w/coupling (Material Only)	0	\$ 160.00	\$ -	\$ 185.00	\$ -
5" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 40.00	\$ -	\$ 185.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, Steel)	0	\$ 840.00	\$ -	\$ 1,150.00	\$ -
6" – 48" Sweep 90° Bends (Material Only, PVC)	0	\$ 260.00	\$ -	\$ 360.00	\$ -
6" – 48" Sweep 90° Bends (Installation Only)	0	\$ 40.00	\$ -	\$ 360.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, Steel)	0	\$ 1,400.00	\$ -	\$ 1,750.00	\$ -
6" – 60" Sweep 90° Bends (Material Only, PVC)	0	\$ 220.00	\$ -	\$ 350.00	\$ -
6" – 60" Sweep 90° Bends (Installation Only)	0	\$ 40.00	\$ -	\$ 490.00	\$ -
6" 10' Steel Conduit w/coupling (Material Only)	0	\$ 625.00	\$ -	\$ 1,200.00	\$ -
6" 10' Steel Conduit w/coupling (Installation Only)	0	\$ 40.00	\$ -	\$ 600.00	\$ -
6" 10' PVC Conduit w/coupling (Material Only)	0	\$ 225.00	\$ -	\$ 490.00	\$ -
6" 10' PVC Conduit w/coupling (Installation Only)	0	\$ 40.00	\$ -	\$ 360.00	\$ -
2" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.80	\$ -	\$ 2.50	\$ -
4" Color Coded (Markup for red color or striped conduits, cost per foot)	324	\$ 1.80	\$ 582.60	\$ 5.00	\$ 1,618.33
5" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.80	\$ -	\$ 7.00	\$ -
6" Color Coded (Markup for red color or striped conduits, cost per foot)	0	\$ 1.80	\$ -	\$ 9.00	\$ -
Foreman Hourly Labor Rates:	187	\$ 165.00	\$ 30,800.00	\$ 210.00	\$ 39,200.00
Laborer Hourly Labor Rates:	547	\$ 130.00	\$ 71,153.33	\$ 175.00	\$ 95,783.33
Pickup Truck Hourly Equipment Rates:	350	\$ 50.00	\$ 17,500.00	\$ 40.00	\$ 14,000.00
Dump Truck Hourly Equipment Rates:	0	\$ 80.00	\$ -	\$ 65.00	\$ -

Mini Excavator w/trailer Hourly Equipment Rates:	172	\$ 70.00	\$ 12,040.00	\$ 65.00	\$ 11,180.00
Air Compressor Hourly Equipment Rates:	21	\$ 40.00	\$ 840.00	\$ 40.00	\$ 840.00
Install 4" steel pipe filled with concrete Traffic Ballards	0	\$ 700.00	\$ -	\$ 1,600.00	\$ -
		\$ 998,454.93		\$ 1,055,265.33	



Agenda Item Executive Summary

TITLE: Resolution No. R-52-2023: Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County (Adoption)

PRESENTER: Robert M. Bahan

AGENDA DATE: May 2, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

Every two years, Winnetka appoints representatives to serve on the Solid Waste Agency of Northern Cook County Board of Directors.

EXECUTIVE SUMMARY:

The Village of Winnetka is a member of the Solid Waste Agency of Northern Cook County (SWANCC) and is entitled to appoint a director and alternate director to serve on SWANCC's Board of Directors. The terms for the Village's current SWANCC representatives expired on April 30, 2023.

Traditionally, the Village President and Village Manager have been appointed to fill these positions, serving two-year terms. This year, we will also appoint Assistant Public Works Director Erik Jensen to attend the SWANCC Board meetings as the Village's non-voting delegate.

RECOMMENDATION:

Consider adopting Resolution No. R-52-2023, appointing the Village's representatives to the SWANCC Board of Directors for a two-year term.

ATTACHMENTS:

1. Resolution No. R-52-2023: Appointing a Director and Alternate Director to the Solid Waste Agency of Northern Cook County

**A RESOLUTION APPOINTING A DIRECTOR
AND ALTERNATE DIRECTOR TO THE
SOLID WASTE AGENCY OF NORTHERN COOK COUNTY**

BE IT RESOLVED by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: The Village of Winnetka is a member of the Solid Waste Agency of Northern Cook County (“the Agency”) and, pursuant to the Agency Agreement establishing the Agency, is entitled to appoint a Director and one or more Alternate Directors to the Board of Directors of the Agency.

SECTION 2: The Village Council hereby appoints Village President Christopher Rintz, as the Village of Winnetka’s Director on the Board of Directors of the Agency, and appoints Village Manager Robert M. Bahan as the Village of Winnetka’s Alternate Director, in each case for a term expiring April 30, 2025, or until his successor is appointed.

SECTION 4: The Village Council also appoints Assistant Public Works Director Erik Jensen as a non-voting delegate to the Board of Directors meetings for a term expiring April 30, 2025, or until a successor is appointed.

SECTION 4: This Resolution shall be in full force and effect upon passage and approval.

ADOPTED this 2nd day of May, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk