



Village of Winnetka

Village Council Regular Meeting

February 20, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. March 5, 2024 Regular Meeting
 - b. March 12, 2024 Study Session
 - c. Thursday March 21, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. January 23, 2024 Regular Meeting
 - b. Approval of Warrant List Dated January 26, 2024 - February 8, 2024
 - c. Resolution No. R-13-2024: Waiving Bidding and Approving an Agreement with Baxter & Woodman for the 2024 Engineering Contractual Services (Adoption)
 - d. Resolution No. R-14-2024: Waiving Bidding and Approving an Agreement with Baxter & Woodman for Surveying and CADD Services for the 2025 Street Rehabilitation and Public Improvement Project (Adoption)
 - e. Resolution No. R-15-2024: Approving an Extension Agreement for Professional Services with Strand Associates, Inc. for the Engineering and Other Related Work Related to the Crow Island Stormwater Storage Project (Adoption)
 - f. Resolution No. R-16-2024: Approving an Easement Agreement for the Installation and Maintenance of Utilities (275 Fairview Avenue - Greeley School) (Adoption)

NOTICE

All agenda materials are available at 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.

- g. Resolution No. R-17-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for Five 100 KVA Pad Mount Transformers (Adoption)
- h. Resolution No. R-18-2024: Approving the Purchase of Three Dump Trucks From Lindco Equipment Sales Inc. (Adoption)
- i. Resolution No. R-19-2024: Waiving Bidding Requirements And Awarding A Contract To Illinois Pump, Inc. For The Repair Of A Low Lift Pump (Adoption)
- j. Resolution No. R-20-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services (Adoption)

8. Ordinances and Resolutions

9. Old Business

10. New Business

11. Appointments

- a. Appoint Plan Commission Commissioner

12. Closed Session

13. Adjournment

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
January 23, 2024
(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 Tuesday, January 23, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:03 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Tina Dalman, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: Trustee Rob Apatoff. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Community Development Director David Schoon, Fire Chief John Ripka, and approximately 6 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 6, 2024 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dalman.
 - b) February 13, 2024 Study Session All of the Council members present said they expect to attend.
 - c) February 20, 2024 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Ted Wynnynchenko addresses Council regarding the Bertling-Hill-Woodland pathway vacation.
- 5) Reports.
 - a) Trustees.
 - i. Trustee Orsic, a member of the Evanston Hospital Community Advisory Committee, advises residents to be aware of mail correspondence from Evanston Hospital.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Establishment of the Consent Agenda.

Trustee Dalman seconded by Trustee Orsic moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Warrant List Dated December 29, 2023 – January 11, 2024 in the amount of \$771,949.65.

Trustee Dalman seconded by Trustee Orsic, moved to approve the foregoing items on the

Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Apatoff.

8) Ordinances and Resolutions.

- a) Ordinance No. M-17-2023: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of a Pickleball Court for an Existing Residence Within the R-2 Single Family Residential District (889 Sheridan Road) (Adoption)

At the December 5, 2023 Council meeting, the applicant was directed to consider a revised location for the pickleball court. Community Development Director David Schoon presents the amended site plan with the proposed relocation of the pickleball court as directed by Council.

The applicant's engineer addresses Council regarding the proposed relocation of the pickleball court, the locations, and the dimensions.

Council discusses matters related to front yard setback, scope of the property, court accommodations, various locations, and hardship.

After discussing concerns regarding the location of the pickleball court, Council directs the applicant to further consider additional revised plans regarding the location.

Without objection, Council defers the item to the February 6th Council meeting.

President Rintz asks for motion to defer the ordinance to the February 6th Council meeting. Trustee Orsic, seconded by Trustee Dalman, moved to defer the ordinance. By voice vote, the motion carried.

- b) Ordinance No. MC-3-2024: Amending the Winnetka Village Code Concerning Electronic Attendance at Village Council Meetings (Introduction/Adoption) & Resolution No. R-3-2024: Approving a Policy Concerning Attendance at Village Meetings by Video or Audio Conference (Adoption)

Assistant Village Manager Kristin Kazenas provides information regarding the Village's current electronic attendance policy stating that until March 17, 2020, the Village did not permit electronic attendance at public meetings. However, due to the COVID-19 pandemic, Council passed Resolution No. R-34-2020 which approved a policy for electronic attendance by members of Village Council and subsidiary bodies. The Village has since been operating under the resolution to permit electronic attendance.

The Open Meetings Act was recently amended to allow electronic attendance at a public meeting should any unexpected childcare obligations arise. Assistant Village Manager Kristin Kazenas advises Council that they may consider amending the electronic attendance policy to permit the additional reason and consider updating the Village Code to codify permitting electronic attendance. Additionally, Council may consider reviewing the number of times electronic attendance is permitted per term of office.

Council unanimously agrees to update the Village Code and codify that electronic attendance is permitted along with adding the OMA amended reasoning regarding unexpected childcare obligations. Additionally, Council discusses concerns related to the number of electronic attendances permitted per term of office such as limited interaction with the public, level of commitment and dedication, ability to govern in person, members of public bodies taking advantage of the policy, and future issues and conflicts.

Trustee Dalman, seconded by Trustee Orsic, moved to waive introduction of Ordinance

No. MC-3-2024. By voice vote, the motion carried unanimously.

Trustee Handler, seconded by Trustee Dalman, moved to adopt Ordinance No. MC-3-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Apatoff.

c) Resolution No. R-3-2024: Approving a Policy Concerning Attendance at Village Meetings by Video or Audio Conference (Adoption)

Council discusses the number of times electronic attendance should be permitted per year, concluding that the policy be updated to allow for a total of six meetings to be attended remotely by members of Village Council per year. Council confirms the update to the policy only applies to Village Council, not subsidiary bodies.

Trustee Albinson, seconded by Trustee Orsic, moved to adopt Resolution No. R-3-2024 subject to the amendment. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dearborn, Handler, and Orsic. Nays: Trustee Dalman. Absent: Trustee Apatoff.

d) Resolution No. R-4-2024: Approving the Purchase of a Fire Engine from Macqueen Equipment, LLC (Adoption)

The Fire Department developed a 20 year fire apparatus plan in 2012 with the intent of spacing out the purchase of a fire/ems apparatus avoiding the replacement of multiple units in a short period of time. While the next fire engine purchase was scheduled for 2025, due to manufacturing delays, staff is requesting Council's approval for a new pumper engine this year.

Fire Chief John Ripka states that the Village did not receive any responses to the posted bid for a heavy-duty fire rescue apparatus and, therefore, joined the Houton-Galveston Area Purchasing Cooperative. Staff met with vendors to review quotes, specs, and options, and visited the manufacturing facility. Chief Ripka commends staff for their knowledge and background of the engine assisting with the purchase.

Chief Ripka reviews the safety and vehicle improvements of the pumper engine, purchase price, build time and delivery.

Council discusses pricing, manufacturing delays, and matters related to budgeting.

Trustee Orsic, seconded by Trustee Dalman, moved to adopt Resolution No. R-4-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dearborn, Handler, and Orsic. Nays: Trustee Dalman. Absent: Trustee Apatoff.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session: None.

13) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Handler, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:34 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated January 26, 2024 - February 8, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated January 26, 2024 - February 8, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated January 26, 2024 - February 8, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-13-2024: Waiving Bidding and Approving an Agreement with Baxter & Woodman for the 2024 Engineering Contractual Services (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2024 Village budget contains \$50,000 for Contracted Engineering Services in account 100.35.01-552.

EXECUTIVE SUMMARY:

The budget includes funding for an engineering consultant to assist the Engineering Department in managing the multiple programs and annual reporting. Under this engineering services contract, Village requests to provide the following engineering service for the following program.

- **MWRD I/I PROGRAM** - Work with Village staff to review available sanitary sewer system data, maps, and reports. Draft and submit Long Term Operation & Maintenance Annual Summary Report and any necessary attachments required to MWRD. The MWRD I/I submittal is due on March 1, 2024
- **NPDES MS4 REPORTING** – Prepare and submit the Annual Facility Inspection Report (AFIR) and, if necessary, Notice of Intent (NOI). The annual report will include information regarding education and outreach, public participation, illicit discharge detection and elimination, construction site runoff control, post-construction runoff control, and pollution prevention and good housekeeping. The AFIR submittal is due June 1, 2024.
- **CRS PROGRAM MANAGEMENT** – Manage the Village's participation in the Community Rating Program (CRS) through FEMA and assist in annual outreach publications and resident mailers that are required as part of the CRS for annual recertification. Certify the Village is continuing to meet prerequisites for its CRS class by completing the Village's annual recertification package for the CRS program. Additionally, this year is the Village CRS verification year, when the program administrator visits CRS communities every five years to reconfirm and perform the full

audit that the community is following the program as per the annual submittal and meeting the minimum requirements.

Staff requested Baxter & Woodman, Inc. to submit a proposal for the above engineering services work. Baxter & Woodman also assisted with these services successfully in previous years with satisfaction. They are familiar with the format and the requirements for this program and will be able to deliver the work in a timely manner.

Village staff recommends awarding the 2024 Engineering Services contract to Baxter & Woodman, Inc. Resolution R-13-2024 in the amount not to exceed \$50,000.

RECOMMENDATION:

Consider adopting Resolution No. R-13-2024, awarding a contract to Baxter & Woodman, Inc. for 2024 Engineering Contractual Services in an amount not to exceed \$50,000.

ATTACHMENTS:

1. Resolution No. R-13-2024: Waiving Bidding and Approving an Agreement with Baxter & Woodman for the 2024 Engineering Contractual Services

RESOLUTION NO. R-13-2024

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH
BAXTER & WOODMAN FOR THE
2024 ENGINEERING CONTRACTUAL SERVICES**

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 Village has maintained an ongoing agreement with Baxter & Woodman ("***Consultant***") to perform various professional engineering services ("***Services***") which Services include plan reviews, residential site inspections, construction supervision for Village annual programs, drainage inspections, and community communications; and

WHEREAS, the Consultant has performed the Services for the Village in the past, to the Village's satisfaction and the Consultant has prior experience with the Village's engineering contract services; and

WHEREAS, the Village has appropriated funds for the procurement of the Services for the 2024 Engineering Contractual Services ("***Work***"); and

WHEREAS, the Village requested a proposal from the Consultant for the performance of the Services for the Work and the Consultant submitted a proposal in an amount not to exceed \$50,000.00; and

WHEREAS, the Village Council desires to enter into an agreement with the Consultant for the Services for the Work in a total amount not to exceed \$50,000.00 ("***Agreement***"); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Agreement with the Consultant;

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: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

SECTION 3: APPROVAL OF PROFESSIONAL SERVICES 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 4: AUTHORIZATION TO EXECUTE AGREEMENTS. 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 Agreement after receipt by the Village Manager of two executed copies of the final Agreement from the Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from the Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement between the Village and the Consultant will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 20th day of February 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 20th day of February 2024, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. **CONSULTANT.**

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

Consultant Name ("*Consultant*"): **Baxter & Woodman, Inc.**

Address: **8678 Ridgefield Road, Crystal Lake, IL 60012**

Telephone No.: **815-459-1260**

Email:

Project Name/Description: **2024 Engineering Contractual Services**

Agreement Amount: **\$50,000**

B. Project Description. **[2024 Engineering Contractual Services]**, as more fully described in the proposal attached to this Agreement as **Exhibit A ("*Proposal*")**.

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

SECTION 2. **SCOPE OF SERVICES.**

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than December 31, 2024 ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

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

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

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

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement

(***“Additional Services”***), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

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

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

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

E. Compliance With Laws and Grants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded

sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Baxter & Woodman, Inc.
8430 W Bryn Mawr Ave, Suite 400
Chicago, IL 60631
Attn: Matt Moffitt

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

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

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

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that

right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

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

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

Q. Exhibits. Exhibits A through ____ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

CONSULTANT

By: _____

Title: _____

By: _____

Its: _____

EXHIBIT A
PROPOSAL

January 26, 2024

Mr. James Bernahl
Village of Winnetka
1390 Willow Road
Winnetka, Illinois 60093

Subject: Village of Winnetka – 2024 Engineering Services Proposal

Dear Mr. Bernahl:

This proposal provides an overview of engineering services that can be managed and completed by Baxter & Woodman, Inc.

Our Scope of Services, Schedule, and Engineering Fees are presented below.

Scope of Services

Engineering Services, as directed by the Village, may include, but are not limited to, managing the CRS Program, MS4 Reporting, MWRD I/I Program, and the Annual Sewer Relining Program. These services will be provided up to the not-to-exceed limit, and do not guarantee any specific finished product.

1. CRS PROGRAM MANAGEMENT – Confirm annual outreach publications and resident mailers are dispatched according to the plan submitted during the Village’s verification visit. This includes confirming brochures are available at determined Village locations, floodplain letters are mailed out to properties below the BFE, and repetitive loss letters are mailed out using the repetitive loss mailing list. Gathering elevation certificates and floodplain permit lists will also be needed. Certify the Village is continuing to meet prerequisites for its CRS class by completing the Village’s annual recertification package for the CRS program. Determine how recently completed flood mitigation projects impact the Village’s CRS rating and analyze the level of effort necessary to decrease the rating further.
2. NPDES MS4 REPORTING – Prepare and submit the Annual Facility Inspection Report (AFIR) and, if necessary, Notice of Intent (NOI). The annual report will include information regarding education and outreach, public participation, illicit discharge detection and elimination, construction site runoff control, post-construction runoff control, and pollution prevention and good housekeeping. The AFIR submittal is due June 1, 2024.
3. MWRD I/I PROGRAM – Work with Village staff to review available sanitary sewer system data, maps, and reports. Draft and submit Long Term Operation & Maintenance Annual Summary Report and any necessary attachments required to MWRDGC. Assist in the organizing and recording of the yearly manhole inspections, smoke testing, dye testing, and CCTV review necessary to meet MWRD’s long-term requirements.

4. ANNUAL SEWER RELINING – Work with staff as requested to choose and prepare sewer lining project areas, maps, and specifications for the shared services sewer lining program. Manage the sewer lining program, as well as the annual cleaning and televising of the sanitary system.

Schedule

This proposal covers Engineering Services through the end of 2024.

Engineering Fee

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$50,000.

The attached Standard Terms and Conditions and Standard Billing Rates apply to this Proposal. If you find this proposal acceptable, **please sign below and return a copy for our files.** If you have any questions or need additional information, please do not hesitate to call Corey Van Dyk, at 815-444-3258. We appreciate the opportunity to continue to serve the Village on this Project.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Matthew J. Moffitt, PE
Associate Vice President

VILLAGE OF WINNETKA, IL

AUTHORIZED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



Agenda Item Executive Summary

TITLE: Resolution No. R-14-2024: Waiving Bidding and Approving an Agreement with Baxter & Woodman for Surveying and CADD Services for the 2025 Street Rehabilitation and Public Improvement Project (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2024 Village budget includes \$60,000 for professional services for the design of 2025 rehabilitation projects in account 520.62.41-660.

EXECUTIVE SUMMARY:

The FY 2024 budget includes funding for engineering services to assist in the plans and specifications that need to be developed for the 2025 Street Rehabilitation and Public Improvement Program.

Village staff completes the yearly Street Rehabilitation design in-house, but to assist in this design, staff has requested that Baxter & Woodman (B&W) complete the survey work needed for the project, as well as develop the preliminary CADD sheet for the project. Hiring B&W for this portion of the project is more efficient than having Village staff survey the areas on their own, and the more robust survey data collection creates a more complete and better final design. By approving the surveying and CADD services now, the data will be received by September, and the design can be completed by the end of the year, allowing the project to proceed with the bidding process early next year.

B&W also assisted with surveying and CADD for the 2022-2024 Street Rehabilitation as well and was an asset to the project. They know the format and specifics of what the Village expects and will be able to deliver the work in a timely manner.

RECOMMENDATION:

Consider adopting Resolution No. R-14-2024 approving a contract for Surveying and CADD Services for the 2025 Street Rehabilitation and Public Improvement Program with Baxter & Woodman for an amount not to exceed \$60,000.

ATTACHMENTS:

1. Resolution No. R-14-2024: Waiving Bidding and Approving an Agreement with Baxter & Woodman for Surveying and CADD Services

RESOLUTION NO. R-14-2024

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH
BAXTER & WOODMAN FOR SURVEYING AND CADD SERVICES FOR THE
2025 STREET REHABILITATION AND PUBLIC IMPROVEMENT PROJECT**

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 Village has appropriated funds for the procurement of the surveying and CADD services for the 2025 Street Rehabilitation and the Public Improvement Project ("***Work***"); and

WHEREAS, the Village requested proposals from Baxter & Woodman ("***B&W***") for the performance of surveying and CADD services ("***Services***"); and

WHEREAS, B&W submitted a proposal to the Village for the performance of the Services in an amount not to exceed \$60,000.00 for the Work; and

WHEREAS, B&W has performed services for the Village in the past, to the Village's satisfaction and have prior experience with the Village's Street Rehabilitation and Public Improvement Project; and

WHEREAS, the Village Council desires to enter into an agreement with B&W for the Services for the Work in a total amount not to exceed \$60,000.00 ("***Agreement***"); and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Agreement with B&W;

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: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of Services.

SECTION 3: APPROVAL OF B&W 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 4: AUTHORIZATION TO EXECUTE AGREEMENTS. 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 Agreement after receipt by the Village Manager of two executed copies of the final Agreement from B&W; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from B&W within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement between the Village and B&W will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 20th day of February 2024, pursuant to the following roll call vote:

AYES:	_____
NAYS:	_____
ABSENT:	_____
ABSTAIN:	_____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
B&W AGREEMENT

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 20th day of February 2024, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. CONSULTANT.

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

Consultant Name ("Consultant**"):** Baxter & Woodman, Inc.

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

Telephone No.: 815-459-1260

Email:

Project Name/Description: 2025 Street Rehabilitation - Surveying and CADD Services

Agreement Amount: \$60,000

B. Project Description. *[Professional surveying and CADD services for 2025 Street Rehabilitation and Public Improvement Program]*, as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. SCOPE OF SERVICES.

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than September 1, 2024 ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the Village at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

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

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

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

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement

(***“Additional Services”***), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

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

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the Village to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the Village with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

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

E. Compliance With Laws and Grants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Trade Secrets of the Village. The GIS Data constitutes proprietary materials and trade secrets of the Village, and shall remain the property of the Village;

b. Consent of Village Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Manager;

c. Supply to Village. At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded

sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Village Manager

With a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter M. Friedman

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Baxter & Woodman, Inc.
8430 W Bryn Mawr Ave, Suite 400
Chicago, IL 60631
Attn: Matt Moffitt

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

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

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

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that

right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

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

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

Q. Exhibits. Exhibits A through ____ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village President

ATTEST:

CONSULTANT

By: _____

Title: _____

By: _____

Its: _____

EXHIBIT A
PROPOSAL

February 12, 2024

Mr. James Bernahl
Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Subject: 2025 Street Rehabilitation – Survey and CADD Assistance – Proposal for Services

Dear Mr. Bernahl:

In accordance with your request, and as part of our ongoing Village Engineering services, Baxter & Woodman, Inc. submits this Proposal for topographic survey and CADD services for the 2025 Street Rehabilitation Project. Our Scope of Services, Schedule and Fee include:

Scope of Services

Survey Procedures (Full Topo):

1. Horizontal Control: Utilizing state plane coordinates, Baxter & Woodman will set recoverable primary control utilizing GPS and robotic total station equipment.
2. Vertical Control: Baxter & Woodman will establish vertical control (NAVD88) to the nearest Village of Winnetka vertical monuments.
3. A level circuit within the below identified survey limits will be run to establish benchmarks (minimum of two site benchmarks will be set) and assign elevations to the horizontal control points.
4. Topographic survey identifying public ROW markers and visible above ground features within the public ROW, including but not limited to, curbs, pavement, centerlines, sidewalks trees/landscaping, fences, hardscape surfaces, street lighting, power poles, fiber optic pedestals, driveways, and other above ground utilities and structures.
5. Cross Section elevation shots to be taken every 50 feet to establish 1-foot contours throughout the ROW. Elevation shots to be taken at face of walk, back of curb, edge of pavement, and centerline.
6. Survey shall define the public ROW limits, parcel lines, and existing easements along the proposed route.
7. Survey to include five feet beyond the existing public ROW and 50 feet in all directions past the curb returns at the intersections where the survey will take place.
8. Survey to include detailing of manholes, valve vaults, catch basins, and inlets with invert data.

Topographic Survey: Topographic Survey will include the Right-Of-Way locations within the Village provided by the Village of Winnetka.

Deliverables:

1. Georeferenced .dwg CAD file in IL State Plane Coordinates and the NAD88 Vertical Datum containing the information from services described above for the Project area.
2. Civil 3D file and necessary accompanying files to allow to establish 1-foot contours.

Schedule

We anticipate completing topographic survey and submitting final deliverables to the Village by September 30, 2024.

Engineering Fee

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$60,000.

The attached Standard Terms and Conditions and Standard Billing Rates Sheet apply to this Proposal. If you find this proposal acceptable, **please sign and return one copy for our files.** If you have any questions or need additional information, please do not hesitate to call Joe Molitor at 847-508-8674. We appreciate the opportunity to continue to serve the Village on this Project.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Matt J. Moffitt, PE, CFM
Associate Vice President

Attachment

VILLAGE OF WINNETKA, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\WINNE\2400028-2024 Survey _ CADD\Contracts\2400028 Proposal SurveyCADD_REV.docx

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days’ written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW’s design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW’s design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney’s fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW’s document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party’s non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

BAXTER & WOODMAN, INC.
2024 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	\$260
Vice President	\$250
Engineer VII	\$240
Engineer VI	\$230
Engineer V	\$210
Engineer IV	\$195
Engineer III	\$175
Engineer II	\$155
Engineer I	\$135
Engineering Intern	\$80
Construction Manager II	\$200
Construction Manager I	\$180
Engineering Tech V	\$180
Engineering Tech IV	\$155
Engineering Tech III	\$140
Engineering Tech II	\$120
Engineering Tech I	\$100
Environmental Scientist V	\$185
Environmental Scientist IV	\$170
Environmental Scientist III	\$150
Environmental Scientist II	\$130
Environmental Scientist I	\$110
Professional Surveyor	\$200
Survey Manager	\$170
Survey Crew Chief	\$140
Surveyor, Project	\$120
Survey Technician	\$90
Spatial Technology Professional V	\$195
Spatial Technology Professional IV	\$195
Spatial Technology Professional III	\$170
Spatial Technology Professional II	\$140
Spatial Technology Professional I	\$130
Production Manager	\$180
CADD Tech III	\$150
CADD Tech II	\$135
CADD Tech I	\$100
Urban Planner V	\$185
Urban Planner IV	\$165
Urban Planner III	\$145
Urban Planner II	\$125
Urban Planner I	\$100
Administrative Support I to IV	\$100
Marketing Professional I to IV	\$150
Communication Specialist I to IV	\$150
Accounting Professional I to IV	\$120
IT Professional I to III	\$120
Data Analyst I to III	\$140



Agenda Item Executive Summary

TITLE: Resolution No. R-15-2024: Approving an Extension Agreement for Professional Services with Strand Associates, Inc. for the Engineering and Other Related Work Related to the Crow Island Stormwater Storage Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Stormwater Fund has a budget of \$556,000 in account 580.75.01-675 - Stormwater / Sewers - Construction Management for construction observation services for the Crow Island Storage and Conveyance Project.

EXECUTIVE SUMMARY:

Due to the scope, size, and complexity of the proposed Crow Island Storage and Conveyance Project, the Village will require the support of professional resident engineering services to assist with the review and approval of technical shop drawings, construction project observation and supervision, assistance with work inspections, project documentation, review of potential change orders, and make recommendations for pay order requests. In addition, the Resident Engineer will assist the Village with public communications and outreach efforts.

The Village has worked closely with the engineering design team of Strand Associates to advance various phases of the western Winnetka stormwater project, including the North of Willow Storage Project and the Hibbard Preserve Wetland project. Given Strand's familiarity with the design and permitting process, their understanding of the coordination with the Hibbard Preserve Wetland Project, and their overall understanding of the requirements of the intergovernmental agreement and commitments to the School District and the Winnetka Park District, the Village sought a proposal from Strand Associates to assist with the duties and responsibilities of Resident Engineering for the project. Strand has also assisted the Village with evaluation of contractor bid submittals and contract award recommendations.

The proposed Resident Engineering construction service contract with Strand will provide for assistance with the review and approval of technical shop drawings, construction project observation and supervision, assistance with work inspections, project documentation, review of potential change orders, and make recommendations for pay order requests. Since Strand Associates is also performing similar services for the Hibbard Preserve Wetland Project, the Resident Engineer will also assist with the final coordination of the two projects. The Resident Engineer will also assist the Village with public communications and outreach efforts and assist in the development of as-built drawings.

Strand Associates is currently performing similar construction engineering services for the Hibbard Preserve Wetland Project, and to date their performance has met the Village's expectations. Due to the necessary coordination of the Hibbard Preserve Wetland Project and the Crow Island Storage and Conveyance Project, the Village was able to sequence some of the observation activities utilizing the same staff and reducing the need to pay for duplicate services.

Based on the anticipated construction observation needs of the Crow Island Storage and Conveyance Project, the ability to utilize existing Strand staff to reduce duplication of services, Strand Associates is proposing a fee of \$430,400 for construction services, as outlined in their proposal shown in the attached extension to the Master Service Agreement. The costs for these services were anticipated in the overall Master Stormwater Program and shown in the Stormwater Project Tracking Sheet under the Soft Costs Table, "Construction Management - Storage". Attached is a copy of the updated Stormwater Project Tracking Sheet showing the proposed costs and which are within the anticipated budget.

The staff is proposing that Strand Associates will perform much of the day-to-day on-site inspections, observation, development of the required documentation and photos, offer recommendations for any required field changes, and assist with public communications and outreach programs. The Village Engineering Department staff is expected to supplement the services offered by Strand Associates for field inspections, project management and approval, and public relations.

RECOMMENDATION:

Consider approving Resolution No. R-15-2024, authorizing an Extension of Professional Services pursuant to the Master Professional Services Agreement between the Village and Strand Associates dated February 28, 2017. The extension provides for construction observation services for the Crow Island Storage and Conveyance Project, for a lump sum fee not to exceed \$430,400.

ATTACHMENTS:

1. Resolution No. R-15-2024: Approving an Extension Agreement for Professional Services with Strand Associates, Inc.
2. Village of Winnetka Stormwater Project Tracking Sheet

RESOLUTION NO. R-15-2024

**A RESOLUTION APPROVING AN EXTENSION AGREEMENT FOR
PROFESSIONAL SERVICES WITH STAND ASSOCIATES, INC. FOR THE
ENGINEERING AND OTHER RELATED WORK RELATED TO THE CROW
ISLAND STORMWATER STORAGE PROJECT**

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, after several large-scale, 100-year flooding events occurred in a period of only a few years, leading to significant overland and basement flooding in the Village, the Village engaged in various studies and planning for major infrastructure and other improvements for managing stormwater to reduce flooding in the Village (*“Stormwater Master Plan”*); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. (*“Consultant”*) to prepare a stormwater management study and to develop and evaluate alternatives for managing stormwater within western portions of the Village; and

WHEREAS, the Village is engaging in multiple projects to manage stormwater in the Village, including a project to install stormwater improvements at the Crow Island School site and the Crow Island Park site (*“Project”*); and

WHEREAS, as part of the Project the Village desires to retain a consultant to assist with the review and approval of technical shop drawings, site inspections, project documentation, review of proposed change orders, review of pay requests, and public communications and outreach programs related to the Project (collectively, *“Services”*); and

WHEREAS, the Consultant has a Master Services Agreement with the Village to provide engineering and consulting services for the Project, and has agreed to complete the Services for a fee not to exceed \$430,400.00 pursuant to an extension agreement to the Master Services Agreement (*“Extension Agreement”*); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE EXTENSION AGREEMENT.

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 Extension Agreement, after receipt by the Village Manager of two executed copies of the final Extension Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Extension Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Extension Agreement will, at the option of the Village Council, be null and void.

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

ADOPTED this 20th day of February, 2024, pursuant to the following roll call vote:

AYES:	_____
NAYS:	_____
ABSENT:	_____
ABSTAIN:	_____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EXTENSION AGREEMENT

**VILLAGE OF WINNETKA
EXTENSION OF PROFESSIONAL SERVICES AGREEMENT**

This **EXTENSION OF PROFESSIONAL SERVICES AGREEMENT** (“**Extension Agreement**”) is dated as of the ____ day of _____, 20__, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation (“**Village**”), and **STRAND ASSOCIATES, INC.** (“**Consultant**”) and incorporates by this reference, and is governed by, all the terms and conditions, rights and responsibilities of that certain Master Professional Services Agreement dated February 28, 2017, by and between the Village and the Consultant (“**Master Agreement**”).

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

SECTION 1. Project Description.

Construction-related services for Crow Island Stormwater Storage and Conveyance Project, as more fully described in the proposal attached to this Extension Agreement as **Exhibit A (“Services”)**.

SECTION 2. SCOPE OF SERVICES.

A. Services. The Consultant shall provide the consulting services as set forth more fully on the Proposal attached as **Exhibit A (“Services”)** and **Exhibit B (“Special Provisions”)**, pursuant to the terms and conditions of this Extension Agreement and the Master Agreement.

B. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Extension Agreement has been fully executed by the Parties (“**Project Commencement Date**”). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Extension Agreement or the Master Agreement by the Village, but in no event shall the Services be completed later than December 30, 2024 (“**Time of Performance**”).

SECTION 3. COMPENSATION

For providing, performing, and completing all services, Consultant shall be paid at the rates set forth in **Exhibit C**, but not to exceed, in totality, by the end of this Extension Agreement, the amount of \$430,400.

SECTION 4. KEY PROJECT PERSONNEL

The following are deemed “Key Project Personnel” pursuant to Section 4.A of the Master Agreement for the Services to be provided pursuant to this Extension Agreement: Michael Waldron, Jimmy Canning, Miranda Gollwitzer, Dan Crowley, and Matt Lichtenwalter.

SECTION 5. GENERAL TERMS

A. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Extension Agreement, or has personally received payment or other consideration for this Extension Agreement; (2) as of the date of this Extension Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Extension Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Extension Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Extension Agreement.

B. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Extension Agreement as principals are those disclosed to the Village prior to the execution of this Extension Agreement, and that this Extension Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Extension Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Extension Agreement shall, at the Village's option, be null and void.

C. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Extension Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Extension Agreement on its behalf have the full and complete right, power, and authority to enter into this Extension Agreement and to agree to the terms, provisions, and conditions set forth in this Extension Agreement and the Master Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Extension Agreement have been taken.

EXHIBIT A

SERVICES

Project Information

Services Name: Construction-Related Services for Crow Island Stormwater Storage and Conveyance Project

Services Description: Provide construction contract administration assistance and construction observation services for the Crow Island Stormwater Storage and Conveyance Project (Project) previously designed by Consultant.

Scope of Services

Consultant will perform the following services:

Construction Contract Administration Assistance

1. Prepare three sets of construction Contract Documents and provide to Village for execution by Village and contractor. The documents will incorporate any addenda into drawings, specifications, and final pay item tabulation, as awarded.
2. Prepare for and attend one preconstruction meeting with Village. Prepare and distribute meeting minutes.
3. Review contractor's construction schedule and track contractor's construction progress versus its schedule.
4. Provide project status and construction progress information to Village on a weekly basis and assist Village in publishing weekly updates to its website.
5. Review shop drawings for compliance with Contract Documents and maintain a shop drawing log.
6. Respond to contractor requests for information (RFI) and maintain a RFI log. Up to ten RFIs are anticipated.
7. Review work change directives and provide draft change orders to Village for review and approval. Up to four work change directives and two change orders, including a final balancing change order, are anticipated. Maintain a pending and final change order log.
8. Review draft progress payments with contractor, process pay requests, and provide pay applications to Village for review and approval. Maintain a pay application log. Consultant's review of payment requests from contractors will not impose responsibility to determine that title to any of the work has passed to Village free and clear of any liens, claims, or other encumbrances.
9. Collect record drawings, warranties, and operation and maintenance manuals from contractor at completion of the project and provide to Village.
10. Provide record drawings in electronic format from information compiled from contractor's records. Consultant is providing drafting services only for record drawings based on the

records presented to Consultant by contractor. Consultant will not be liable for the accuracy of the record drawing information provided by contractor and Village.

Construction Observation Services

In furnishing observation services, Consultant's efforts shall be directed toward determining for Village that the completed project will, in general, conform to the Contract Documents; but Consultant shall not supervise, direct, or have control over the methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

1. Provide part-time construction observation by a resident project representative (RPR) during pre-construction preparation and post-construction restoration work by contractor. Part-time construction observation is defined as an average of 20 hours per week. Up to eight weeks of part-time construction observation is anticipated.
2. Provide full-time construction observation by an RPR during active construction by contractor. Full-time construction observation is defined as an average of 44 hours per week. Up to 28 weeks of full-time construction observation is anticipated.
3. Perform geotechnical and materials testing through a project soils engineer subconsultant at locations and frequencies in accordance with the Contract Documents.
4. Attend weekly construction progress meetings with contractor on site. Prepare and distribute meeting minutes.
5. Perform one milestone site visit with Village and School District 36 upon completion of work on Crow Island School property. Compile a list of items to be completed and corrected and provide to Village and contractor.
6. Perform one milestone site visit with Village and Winnetka Park District upon completion of work on Crow Island Woods Park property. Compile a list of items to be completed and corrected and provide to Village and contractor.
7. Perform one substantial completion site visit with Village upon written notice from contractor to Village that substantial completion has been reached. Compile a list of items to be completed and corrected and provide to Village and contractor.
8. Perform one site visit with Village to review completion of project prior to commencement of contractor's one-year warranty period.

Village Responsibilities

1. Assist Consultant by placing at Consultant's disposal all available information pertinent to this Project including previous reports, previous drawings and specifications, and any other data related to the scope of this project.
2. Guarantee access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform Services under this Extension Agreement.
3. Provide all legal services as may be required for the development of this project.

EXHIBIT B

SPECIAL PROVISIONS

None

EXHIBIT C

COMPENSATION

Compensation

Village shall compensate Consultant for Construction-Related Services for Crow Island Stormwater Storage and Conveyance Project under this Extension Agreement on an hourly rate basis plus expenses a total not-to-exceed fee of \$430,400.

Client: Village of Winnetka Project: Crow Island Construction-Related Services February 2024 thru December 2024/ 11-Month Construction Period Date: 19-Jan-2024									BUDGET TOTALS			
Task		PRINCIPAL	CLIENT MGR	ASST. PM	LEAD RPR	ASST. RPR	OFFICE TECH	OP	Hours	Expense Cost	Labor Cost	Line Cost
Construction Contract Administration												
Project Startup and Preparation		4.00	20.00	20.00	12.00			8.00	64.00	\$924.00	\$12,564.63	\$13,488.63
Project Management (Feb. 2024 thru Oct. 2024, 9 mos.)	9	10.00	36.00	18.00				9.00	73.00	\$1,328.80	\$16,727.17	\$18,055.97
Conform documents and distribute (3 sets)				8.00				8.00	16.00	\$2,766.50	\$2,126.54	\$4,893.04
Preconstruction Meeting and Minutes			6.00	8.00	4.00	4.00		2.00	24.00	\$334.40	\$4,258.96	\$4,593.36
Construction tracking and weekly project updates (32 weeks)	32		16.00	64.00					80.00	\$1,236.40	\$13,802.58	\$15,038.98
Shop drawing reviews (40 submittals)			10.00	40.00				8.00	58.00	\$1,064.80	\$9,596.00	\$10,660.80
Requests for information (RFI)	10		5.00	20.00				2.50	27.50	\$506.00	\$4,616.24	\$5,122.24
Work change directives	4		2.00	16.00				1.00	19.00	\$409.20	\$3,003.65	\$3,412.85
Change orders	2		4.00	8.00				0.50	12.50	\$259.60	\$2,354.08	\$2,613.68
Pay requests	8		4.00	16.00				2.00	22.00	\$426.80	\$3,662.99	\$4,119.79
Project completion documents and closeout			8.00	16.00				8.00	32.00	\$532.40	\$5,556.36	\$6,088.76
Record drawings				8.00	8.00		32.00		48.00	\$869.00	\$5,915.36	\$6,784.36
Construction Contract Administration		14.00	111.00	242.00	24.00	4.00	32.00	49.00	476.00	\$10,857.90	\$84,214.56	\$94,872.46
Project Soils Engineering												
Construction Materials Testing Schedule:												
Storm Trap subgrade testing (3 site visits)	3											
Mt. Pleasant PS subgrade testing (1 site visit)	1											
Box storm sewer subgrade testing (10 site visits)	10											
Trench backfill compaction testing (3 site visits)	2											
Conc. C&G, Mt. Pleasant, Euclid, Sunset (3 site visits)	3											
Concrete sidewalk testing Mt. Pleasant, Euclid, Sunset (3 site visits)	2											
Asphalt patch paving compaction Mt. Pleasant (1 site visits)	2											
Asphalt pavement compaction Euclid and Sunset (6 site visits)	6											
Total Site Visits	29									\$53,960.00		\$53,960.00
Test reporting										\$3,668.50		\$3,668.50
Project Soils Engineering		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$57,026.50	\$0.00	\$57,026.50
Construction Observation												
	weeks											
Stage 1A (Site Preparation)	4.0				80.00				80.00	\$704.00	\$12,655.26	\$13,359.26
Stage 1B (Mt. Pleasant Box, Mar. 23 to Mar. 31, 60 hrs/wk.)	1.0					60.00			60.00	\$742.50	\$7,832.91	\$8,575.41
Stage 2 (Underground Storage, Apr. 1 to June 1, at 44 hrs/wk.)	9.0				396.00				396.00	\$6,682.50	\$62,643.51	\$69,326.01
Stage 3 (Crow Island Box, June 1 to July 1, at 44 hrs/wk.)	4.0				176.00				176.00	\$2,970.00	\$27,841.56	\$30,811.56
Stage 4 (Euclid, July 1 to Aug. 15, at 44 hrs/wk.)	7.0				308.00				308.00	\$5,197.50	\$48,722.73	\$53,920.23
Stage 5 (Sunset Road, Aug. 15 to Oct. 1, at 44 hrs/wk.)	7.0				308.00				308.00	\$5,197.50	\$48,722.73	\$53,920.23
Stage 6 (Final Restoration, Oct. 1 to Nov. 1, at 20 hrs/wk.)	4.0				80.00				80.00	\$704.00	\$12,655.26	\$13,359.26
Total Weeks	32											
Weekly Construction Progress Meetings	32		64.00	64.00				32.00	160.00	\$3,942.40	\$31,316.13	\$35,258.53
Construction Observation		0.00	64.00	64.00	1,548.00	60.00	0.00	32.00	1,668.00	\$26,140.40	\$252,390.00	\$278,530.40
Total Hours		14.00	175.00	306.00	1,372.00	64.00	32.00	81.00	2,044.00	\$93,826.80	\$336,604.65	\$430,431.45
% of Total Hours		0.7%	8.6%	15.0%	67.1%	3.1%	1.6%	4.0%				
Billing Rate		\$260.60	\$264.08	\$144.64	\$156.19	\$130.55	\$109.15	\$121.17				
Cost		\$3,928.40	\$49,714.65	\$44,261.19	\$217,037.63	\$8,355.11	\$3,402.67	\$9,815.00				
Total Labor Cost	\$336,604.65											
Total Expense Cost	\$93,826.80											
Total	\$430,431.45											
Construction Contract Administration	\$94,900.00											
Project Soils Engineering	\$57,000.00											
Construction Observation	\$278,500.00											
Contract Budget	\$430,400											

Project	Council Approved Budget 11/2020	Budget Escalation As of 12/31/2021 (CPI - 7%) - Note 1	Budget Escalation 12/31/2022 (CPI - 6.5%) - Note 4	Project Budget As of December 31, 2023	Budget Escalation 12/31/2023 (CPI - 3.4%) - Note 4	Project Budget As of March 1, 2024
Storage Projects						
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,321,307	\$ -	\$ -	\$ -
Tree Removal (Homer)	\$ -	\$ -	\$ 232,440	\$ 232,440	\$ 232,440	\$ 232,440
Tree Removal (DiMeo)	\$ -	\$ -	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ -	\$ 3,281,288	\$ 3,281,288	\$ 3,281,288
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 1,052,047	\$ 252,391	\$ 260,972	\$ -
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 851,896	\$ 851,896	\$ 851,896	\$ 851,896
CCFP SWM Contract (Berger)				\$ 799,656	\$ 799,656	\$ 799,656
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,972
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,551,960	\$ 2,670,960	\$ 2,761,773	\$ -
StormTrap R-83-2023	\$ -	\$ -		\$ 1,881,000	\$ 1,881,000	\$ 1,881,000
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,153,616
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -	\$ -	\$ -	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ -	\$ -	\$ -	\$ -
DiMeo Contract R-74-2022			\$ 2,424,009	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -	\$ -	\$ -	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220	\$ 238,220	\$ 238,220	\$ 238,220
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 26,039,644	\$ 26,999,625	\$ 27,099,019	\$ 27,490,862
Conveyance Projects						
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 2,037,708	\$ 1,134,462	\$ 1,173,034	\$ 1,173,034
DiMeo Contract R-74-22 (47% of project)	\$ -	\$ -	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274
CCFP SWM contract Berger (25%)	\$ -	\$ -	\$ -	\$ 903,246	\$ 903,246	\$ 903,246
Spruce Street	\$ 175,901	\$ 188,214	\$ 200,448	\$ 200,448	\$ 207,263	\$ 207,263
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 996,086	\$ 996,086	\$ 1,029,953	\$ 1,029,953
DiMeo Contract R-74-22 (12% of project)	\$ -	\$ -	\$ 122,749	\$ 122,749	\$ 122,749	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,582,840	\$ 2,582,840	\$ 2,670,657	\$ 2,670,657
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,565,862	\$ 3,565,862	\$ 3,687,101	\$ 3,687,101
DiMeo Contract R-74-22 (11% of project)	\$ -	\$ -	\$ 347,788	\$ 347,788	\$ 347,788	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 4,143,776	\$ 3,315,021	\$ 3,427,732	\$ 3,427,732
CCFP SWM contract Berger (20%)	\$ -	\$ -	\$ -	\$ 828,755	\$ 828,755	\$ 828,755
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,999,758	\$ 1,999,758	\$ 2,067,750	\$ -
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,067,750
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 2,038,850	\$ 2,038,850	\$ 2,108,171	\$ 1,581,128
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527,043
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,205,518	\$ 1,433,587	\$ 1,482,329	\$ -
CCFP SWM contract Berger (35%)	\$ -	\$ -	\$ -	\$ 771,931	\$ 771,931	\$ 771,931
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,482,329
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 5,087,719	\$ 5,087,719	\$ 5,260,701	\$ 5,260,701
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,297,825	\$ 2,297,825	\$ 2,375,951	\$ 2,375,951
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,698,966	\$ 1,698,966	\$ 1,756,731	\$ 1,756,731
Hill Road	\$ 270,802	\$ 289,758	\$ 308,592	\$ 308,592	\$ 319,084	\$ 319,084
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 3,085,141	\$ 3,085,141	\$ 3,190,036	\$ 3,190,036
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,888,069	\$ 1,888,069	\$ 1,952,263	\$ 1,952,263
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000	\$ 395,000	\$ 395,000	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 36,577,969	\$ 36,577,969	\$ 37,653,499	\$ 37,653,499
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated						
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -	\$ -	\$ -	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Committed Engineering Costs			\$ 1,848,660	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -	\$ -	\$ -	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800	\$ 665,800	\$ 665,800	\$ 665,800
Construction Mgmt. - Hibbard / Crow	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000	\$ 556,000	\$ 556,000	\$ 125,600
Strand Contract R-15-2024	\$ -	\$ -				\$ 430,400
Strand Contract R-38-2023	\$ -	\$ -		\$ 444,000	\$ 444,000	\$ 444,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,724,726	\$ 5,764,745	\$ 5,764,745	\$ 5,372,902
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308	\$ 18,352,327	\$ 18,352,327	\$ 17,960,484
Project Total		\$ 75,721,000	\$ 81,929,921	\$ 81,929,921	\$ 83,104,845	\$ 83,104,845

Allocated Contingency at 3/1/2024 (Note 2):	\$ 4,702,889
Previously Committed Costs at 2/1/2024 (Note 3):	48,544,309
Strand R-15-2024 (Note 5):	430,400

Project Summary	
Total Costs Committed to Date (63%):	\$ 48,974,709
Balance to Complete (37%):	\$ 28,757,234
Remaining Contingency (19%):	\$ 5,372,902
Project Total:	\$ 83,104,845

- Notes:**
- Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.
https://www.bls.gov/news.release/archives/cpi_01122022.htm
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of March 1, 2023. This amount reflects contingency drawdowns of:
- North of Willow Project (DiMeo) - \$3,048,061
 - Design Engineering Hbbard / Conveyance (Strand) - \$72,922
 - Property Acquisition - \$145,000
 - CCFPD Fees - \$60,082
 - Construction Management - (Jacobssen) - \$45,000
 - Hibbard Preserve Storage (Berger) - \$959,981
 - Mitigation Fees - Totaled less than anticipated, difference added back to contingency +\$20,000
 - Crow Island contract (R-7-2024) -\$391,843
- Note 3) Cells highlighted in green reflect committed costs as of February 6 2024. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210.
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000).
 - \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$1,295,000 offset by \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 - Hibbard Road stormwater design services - \$65,000.
 - R-106-2022 - CCFPD IGA Fees - \$3,173,082.
 - R-108-2022 - Golf course construction management costs - \$45,000 (Jacobsen Construction).
 - R-128-2022 - Tree Removal Contract with Homer Tree Removal - \$232,440.
 - R-129-2022 - Tree Removal Contract with DiMeo Construction - \$165,000.
 - R-21-2023 - Berger Contract - \$6,584,876, Hibbard road stormwater project.
 - R-38-2023 - Strand Engineering - \$444,000 for resident engineering services on Hibbard road.
 - R-83-2023 - Crow Island Storm Trap purchase - \$1,881,000.
 - R-7-2024 - DiMeo - Crow Island Storage contract - \$7,491,710.
- Note 4) As was done on January 1, 2022, and January 1, 2023 the Council approved plan is being escalated utilizing the U.S. Bureau of Labor Statistics December 31, 2023 Consumer Price Index report. The escalation captures the annual CPI for 2023: 3.4%. The escalation factor is only applied to portions of the project that have not been committed and does not apply to soft costs such as construction management or contingency.
https://www.bls.gov/news.release/archives/cpi_01122023.htm
<https://www.bls.gov/news.release/pdf/cpi.pdf>
- Note 5) Cells highlighted in pink reflect stormwater fund project costs associated with the Strand construction services contract proposal for the Crow Island Storage project which will be considered at the February 20th Council meeting via resolution R-15-2024.



Agenda Item Executive Summary

TITLE: Resolution No. R-16-2024: Approving an Easement Agreement for the Installation and Maintenance of Utilities (275 Fairview Avenue - Greeley School) (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

At the September 6, 2022, Village Council Meeting, the Council adopted Resolution No. R-92-2022 which approved the purchase of two transformers for District 36.

Due to the extended manufacturing lead times, the transformers were ordered in advance of the District's construction schedule. The transformers are scheduled to arrive in late spring of 2024.

EXECUTIVE SUMMARY:

District 36 is planning building revisions to Greeley School which is located at 275 Fairview Avenue. The improvements will require an upgrade of their existing electric utility service. Due to extended manufacturing lead times, the transformer required for the project was ordered in 2022.

District 36 and the Water & Electric Department have finalized the electric utility design which will be constructed during the summer of 2024. The proposed utility work includes the installation of a pad mount transformer, switchgear, conduit and underground cable located on District 36's property.

As the switchgear will be part of the Village's distribution system, an easement agreement is required to ensure the Village can install, access and maintain the switchgear. The Village Attorney has prepared an Easement Agreement for the required underground cable and switchgear. District 36 has executed the agreement.

Staff is advancing the agreement to the Village Council for their consideration. With the Council's approval of the easement, the utility will proceed with the installation of the underground cable and switchgear in coordination with District 36's construction schedule. The utility work will be performed at the expense of District 36 in accordance with Resolution No. R-100-2023, A Resolution Establishing Rates And Fees.

RECOMMENDATION:

Consider adoption of Resolution No. R-16-2024 approving an Easement Agreement for the installation and maintenance of utilities at Greeley School (275 Fairview Avenue).

ATTACHMENTS:

1. Resolution No. R-16-2024: Approving an Easement Agreement for the Installation and Maintenance of Utilities (275 Fairview Avenue - Greeley School)

RESOLUTION NO. R-16-2024

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT
FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES
(275 Fairview Avenue - Greeley School)**

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

WHEREAS, Winnetka Public Schools District 36 ("***Owner***") is the owner of the property commonly known as 275 Fairview Avenue, Winnetka, Illinois ("***Property***"); and

WHEREAS, the Village desires to obtain an easement from Owner to install and maintain a transformer, and associated conduit, cables, and electric equipment, and a pad mount switchgear on the Property (collectively, the "***Improvements***"); and

WHEREAS, Owner desires to grant the Village an easement pursuant to an easement agreement to allow the installation of the Improvements ("***Easement Agreement***"); and

WHEREAS, the Village Council has determined that it will serve and be in the best interests of the Village and its residents to enter into the Easement Agreement;

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 EASEMENT AGREEMENT. The Village Council hereby approves the Easement Agreement by and between the Village and Owner 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 EASEMENT AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Easement Agreement.

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]

ADOPTED this 20th day of February, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EASEMENT AGREEMENT

February 20, 2024

R-16-2024

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Peter M. Friedman
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654

**PERMANENT UTILITY EASEMENT AGREEMENT
(275 Fairview Avenue - Greeley School)**

THIS AGREEMENT ("**Agreement**") is dated as of the 23rd day of January, 2024, ("**Effective Date**") and is by and between the **WINNETKA PUBLIC SCHOOLS DISTRICT 36**, an Illinois school district ("**Owner**"), and the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**").

WITNESSETH:

WHEREAS, Owner is the record title owner of the property at the address commonly known as 275 Fairview Avenue ("**Property**"), Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement (collectively, the "**Property**"); and

WHEREAS, to perform renovation work at the Property, Owner has requested that the Village construct, install, and maintain on the Property: (i) a transformer ("**Transformer**"); (ii) associated conduit, cables, and electric equipment (collectively, "**Conduit**"); and (iii) a pad mount switchgear ("**Switchgear**") (the Transformer, Conduit, and the Switchgear are, collectively, the "**Facilities**"); and

WHEREAS, to construct, install, maintain, and repair the Facilities on the Property, the Village desires to obtain from Owner, and Owner desires to grant to the Village, a permanent easement on that portion of the Property depicted in **Exhibit B** attached hereto and made a part of this Agreement ("**Permanent Easement Premises**"); and

WHEREAS, Section 5-30 of the School Code authorizes Owner to grant easements to municipalities, corporations or persons for sewer, water drainage or utility purposes, which include electric, on such terms as the school board may determine (105 ILCS 5/5-30); and

WHEREAS, Owner and the Village have each determined that it is in each of their best interests to enter into this Agreement;

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

SECTION ONE. **RECITALS.** The foregoing recitals are fully incorporated into this Agreement.

SECTION TWO. **GRANT AND USE OF PERMANENT EASEMENT.** Owner hereby grants, conveys, and dedicates to the Village a permanent non-exclusive easement in, upon, over, under, through, along, and across the Easement Premises (collectively, the ***"Permanent Easement"***) and a perpetual license to access a reasonable portion of the Property for ingress and egress to the Permanent Easement and to engage in the construction, operation, maintenance, repair, and replacement of the Facilities from time to time, subject to the terms and conditions of this Agreement, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement and the immediately abutting areas of the Property, if necessary, for the exercise of the rights herein granted. The Permanent Easement shall not be used or operated in a manner that materially interferes with Owner's use of the Property now or in the future; provided, however, that the installation and construction of the Facilities and the normal operation, maintenance, repair, and replacement of the Facilities shall be scheduled at the mutual convenience of the Owner and the Village, but shall not otherwise be considered material interference.

SECTION THREE. **RESTORATION.** Before construction is to begin on the Property, Owner agrees to remove any improvements on the Property in conflict with the proposed Facilities including, but not limited to: fencing; seating; large stones; or planter enclosures. Upon completion of construction, maintenance, or repair of the Facilities, the Village agrees to replace any and all natural grass removed by seeding with a good quality seed. Other than as expressly set forth above in this section, Owner acknowledges and agrees that the Village, upon completion of any construction, maintenance, or repair of the Facilities, is not responsible for restoring the Property to the condition immediately preceding the construction, maintenance, or repair.

SECTION FOUR. **RESERVED RIGHTS.**

A. Owner hereby reserves the right to the full use and enjoyment of the Easement Premises and the Property in any manner that does not prevent or interfere in any way with the exercise by the Village of the easement rights granted pursuant to this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor intentionally permit the Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village, which consent shall not be unreasonably withheld.

B. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements, which consent shall not be unreasonably withheld.

SECTION FIVE. ASSIGNMENT OF RIGHTS. The Village may assign its rights or delegate its duties under this Easement Agreement, in whole or in part, with the express prior written consent of Owner, which consent shall not be unreasonably withheld.

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

SECTION SEVEN. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 7.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Village Manager
with a copy to:	Elrod Friedman LLP 325 N. Lasalle Street, Suite 450 Chicago, IL 60654 Attention: Peter M. Friedman, Village Attorney

If to Owner: Winnetka Public Schools District 36
1235 Oak Street
Winnetka, IL 60093
Attention: Superintendent

with a copy to: Kriha Boucek LLC
2 TransAm Plaza Drive, Suite 450
Oakbrook Terrace, IL 60181
Attention: Robert Swain

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the governing boards of each party to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. Owner hereby warrants and represents to the Village that: (i) Owner is the record and beneficial owner of fee simple title to the Easement Premises; (ii) no other person has any legal, beneficial, contractual, or security interest in the Easement Premises; (iii) Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Easement Premises as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by Owner will violate any statute, law, restriction, court order, or agreement to which Owner or the Property are subject.

D. Recording. The Village at its cost and expense will record this Agreement against the Property with the Office of the Cook County Recorder of Deeds promptly following the approval and full execution of this agreement by the parties.

E. Non-Waiver. Owner and the Village shall be under no obligation to exercise any of the rights granted to each of them in this Easement Agreement. The failure of either party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either party's right to enforce that right or any other right.

F. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by the Owner or the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

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

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

I. Survival. All representations and warranties contained herein shall survive the execution and recordation of this Agreement and shall not be merged.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties other than the Improvement Payment Agreement, and supersedes any and all prior agreements and negotiations between the parties except the Improvement Payment Agreement, whether written or oral, relating to the Easement granted pursuant to this Agreement.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

Kristin Kazenas, Deputy Village Clerk

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By _____
Robert Bahan
Its: Village Manager

ATTEST:

By: _____

Its: *Secretary*

WINNETKA PUBLIC SCHOOLS DISTRICT
36, an Illinois school district

By: _____

Its: *President*

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, Illinois, do hereby certify that Robert Bahan, personally known to me to be the Village Manager of the Village of Winnetka, an Illinois home rule municipal corporation, and Kristin Kazenas, personally known to me to be the Deputy Village Clerk of the Village of Winnetka, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the Village Manager and Deputy Village Clerk, they signed and delivered the Easement Agreement, pursuant to the authority given by the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this ____ day of _____ 2024.

Notary Public

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Emily Rose, personally known to me to be the President of the Winnetka Public Schools District 36, an Illinois school district, and Luke Figora, personally known to me to be the Secretary of the Winnetka Public Schools District 36, and personally known to me to be the same persons whose names are subscribed to the foregoing Easement Agreement, each appeared before me this day in person and acknowledged that, as the President and Secretary, they signed and delivered the Easement Agreement, pursuant to the authority given by the Winnetka Public Schools District 36, as their free and voluntary act and as the free and voluntary act and deed of the Winnetka Public Schools District 36, for the uses and purposes set forth in the Easement Agreement.

Given under my hand and official seal this 23rd day of January 2024.

Notary Public

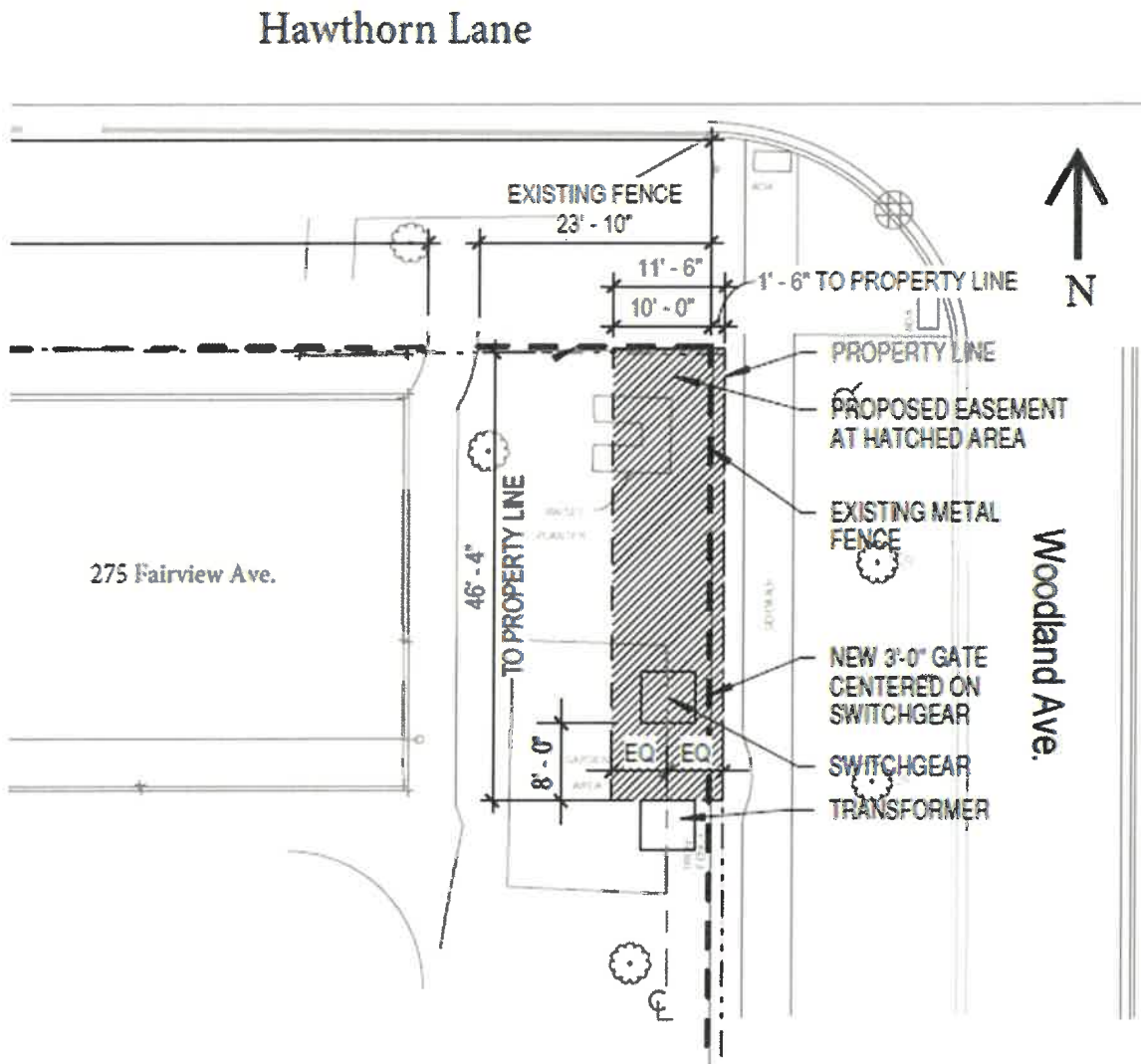
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ELEVATIONS ARE IN RELATION TO BENCHMARK DESIGNATION J 274, PID NG0120 LOCATED 3.1 MI N FROM EVANSTON AT ABOUT 1.7 MILES NORTHWEST ALONG THE CHICAGO AND NORTHWESTERN RAILWAY FROM THE MAIN STREET RAILWAY STATION AT EVANSTON, THENCE 0.9 MILE EAST ALONG NOYES STREET, THENCE 0.2 MILE SOUTH ALONG SHERIDAN ROAD, THENCE 0.3 MILE EAST THROUGH PARKING LOT AND CAMPUS TO THE WATER INTAKE AND SCREEN HOUSE LOCATED ABOUT 100 YARDS EAST OF THE MARK W. CRESAP LABORATORY AT NORTHWESTERN UNIVERSITY, 0.1 MILE NORTH OF THE ENGELHART TOWER BUILDING, 11.3 FEET EAST OF THE EAST CURB OF A DRIVE, 75.7 FEET NORTHEAST OF AND ACROSS THE DRIVE FROM THE SOUTHEAST CORNER OF THE UTILITY PLANT BUILDING, SET IN THE TOP AND CENTER OF THE LOWER LEDGE OF WEST CONCRETE WALL OF WATER INTAKE WHICH IS ON PILING DRIVEN TO BEDROCK AND ABOUT 1.6 FEET ABOVE THE GROUND.
ELEVATION = 590.82 (NAVD 88)

EXHIBIT B

DEPICTION OF EASEMENT PREMISES





Agenda Item Executive Summary

TITLE: Resolution No. R-17-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for Five 100 KVA Pad Mount Transformers (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Since June of 2021, there have been significant disruptions in the market for pad mount transformers. Staff estimates these market trends to continue over the next few years. Orders for single phase transformers placed in 2021 and 2022 all took 60 - 75 weeks to be delivered. Prior to 2021, units of this type would arrive in 12-14 weeks.

The anticipated arrival of these transformers is in 2025. Account 500.42.34-660 in the FY2025 Budget will contain \$42,090 earmarked for these transformers. These will serve as working inventory for new service installations or system reinforcement.

EXECUTIVE SUMMARY:

The Water & Electric Department issued Bid Number 023-024 for single phase 100 KVA pad mount transformers. The bid notice was posted to the on-line bidding service Demand Star and bid notices were sent to seven companies. Staff received bids from one (1) vendor. Resco bid transformers manufactured by Ermco. The purchase cost for this unit is \$8,418 per unit with a lead time of 60 weeks.

Staff typically receives two or three responsive bids for this type of transformer. Similar to other recent transformer bids, staff continues to get vendors declining to bid for the following reasons:

- Transformer manufacturer is not providing firm pricing.
- Electrical distributor indicated that the transformer manufacturer did not provide a bid and is not accepting any additional orders at this time.

The bid document specified that bidders provide a firm unit price or specify how escalation will be determined on the specified transformers. Due to the extended lead times and market uncertainty, the manufacturer took exception to firm price requirement and included escalation policies, in addition to including their own terms and conditions.

Based on current market conditions and with no projected change to supply chain issues in the near term, staff is recommending acceptance of the Resco bid for the purchase of five 100 kVA pad mount transformers.

Resolution No. R-17-2024, rejects all bids, waives bidding requirements and awards a contract to RESCO for the purchase of five 100 kVA pad mount transformers in an amount of \$42,090, subject to a price adjustment per the contract terms.

With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2025 Electric Fund Budget. The proposed 2025 Electric Fund Budget (account #500.42.34-660) will contain a placeholder for the procurement of the four single phase transformers.

RECOMMENDATION:

Consider adoption of Resolution No. R-17-2024, rejecting all bids, waiving bidding requirements and awarding a contract to RESCO for the purchase of five 100 kVA pad mount transformers in an amount of \$42,090 subject to a price adjustment per the contract terms.

ATTACHMENTS:

1. Resolution No. R-17-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for Five 100 KVA Pad Mount Transformers

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO RESCO FOR
FIVE 100 KVA PAD MOUNT TRANSFORMERS**

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 December 28, 2023, the Village issued Request for Bid #023-024 ("***Requests for Bids***") for the purchase of five 100 kVA Pad Mount Transformers ("***Transformers***"); and

WHEREAS, the Village received one bid ("***Bid***") to provide the Transformers and opened the Bid on January 25, 2024; and

WHEREAS, the bidder took exception to terms in the Request for Bids and, thus, the Bid is non-responsive to the Requests for Bids; and

WHEREAS, because the Bid was non-responsive, the Village Council has determined that it is in the best interests of the Village to reject the Bid; and

WHEREAS, the Village negotiated a favorable rate and reasonable contract terms from RESCO for the purchase of the Transformers; and

WHEREAS, the Village Council desires to enter into a contract with RESCO for the purchase of the Transformers in an amount of \$42,090.00, subject to a price adjustment pursuant to the terms of the contract attached hereto as **Exhibit A** and, by this reference, made a part of this Resolution ("***Contract***"); and

WHEREAS, Village staff has recommended that the Village Council (i) reject the Bid; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into the Contract with RESCO for the purchase of the Transformers; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bid; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into the Contract with RESCO for the purchase of the Transformers;

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: REJECTION OF BID. The Village Council hereby rejects the Bid for the Transformers received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidder thereof.

SECTION 3: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Transformers.

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with RESCO in substantially the form attached to this Resolution as Exhibit A, and in a final form approved by the Village Manager.

SECTION 5: 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 after receipt by the Village Manager of two executed copies of the final Contract from RESCO; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from RESCO within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 20th day of February, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 100KVA 240.120 Single Phase Pad-Mount Transformer

Full Name of Bidder:

RESCO - Rural Electric Supply Cooperative
("Bidder")

Principal Office Address:

2250 Pinehurst Dr.
Middleton WI, 53562

Local Office Address:

Same as above.

Contact Name: **Tony Ciebell** Telephone: **(608) 824-6063**

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

(1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.

(2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.

(3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

EXHIBIT A

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid.*** If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. **Products so rejected may be returned or held at Bidder's expense and risk.**

Take Exception. Offering instead: "In the case of Products that are defective or damaged, such products shall be returned/replaced per the provisions of the manufacturer's warranty."

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
023-024	100kva 1ph pad xfmr	See pricing form in Attachment A.	\$8418.00	\$42090.00

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

See pricing form in Attachment A.

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

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

EXHIBIT A

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change.
- (2) Owner is not subject to State or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
- (4) If a Quantity of Products to be delivered to Owner is specified in the Request for Bids, such amount is an estimate only. Owner reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by Owner for each Product and the actual number of Products that comply with this Contract/Bid that are accepted by Owner. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered. **Exception:** Increased quantities will be subject to available productions slots.

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal. **** See notes on Bid Submittal page 14.**

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than _____, 20____.

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, its affiliates, its officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses by reason of injury or death to person(s) or damage to property to the extent caused by the negligent acts or omissions, violation of law or regulation, or willful misconduct of Bidder, its officers, agents and employees, in the performance of this order.

B. Penalties. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will 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 hereunder.

5. Firm Proposal.

All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 60 days after the date this sealed Contract/Bid is opened.

6. Bidder's Representations and Warranties.

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

A. The Products. Bidder warrants to the Owner that the Goods will conform to the specifications, drawings and other descriptions supplied or adopted by the Owner. All warranties available from the manufacturer of the goods sold to Owner shall be passed through to Owner from Bidder. Bidder agrees to work diligently on behalf of Owner to ensure manufacturer of goods promptly fulfills their warranty obligation.

The manufacturer shall warrant that the Product will be of merchantable quality and, for a period of not less than one year after delivery (i) will be free from any latent or patent defects and flaws in workmanship, materials, and design, (ii) will strictly conform to the requirements of this Contract/Bid, and (iii) will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract/Bid.

B. Compliance with Laws. All Products and all of their components will comply with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Bid will be deemed to be inserted herein.

C. 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 delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) 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 (iii) for any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments.

In submitting this Contract/Bid, Bidder acknowledges and agrees that:

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

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

EXHIBIT A

C. Acceptance. If this Contract/Bid is accepted, then Bidder will be bound by each and every term, condition, or provision contained in this Contract/Bid 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/Bid are cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Bid.

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will 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/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; 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 any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

G. Assignment. Neither this Contract/Bid, nor any interest herein, may be assigned or subcontracted in whole or in part by Bidder except with the prior written consent of Owner.

H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 18th date of January 2024

EXHIBIT A

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

Bidder's Name: Rural Electric Supply Cooperative

Doing Business As (if different): RESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Jeffrey Kuhnle

Title/Position: Vice President CFO

Bidder's Business Address: 2250 Pinehurst Dr
Middleton, WI 53562

Bidder's Business Telephone: (608) 831-2600 Facsimile: (608) 831-7294

If a Corporation or Partnership, list all Officers or Partners:

<u>Matt Hotzler, Chairman</u>	<u>Jeffrey Kuhnle, Asst. Sec.</u>	
<u>Bob Hance, Vice Chairman</u>		
<u>B. H. McKim, Sec./Treas</u>		
<u>Matt Brandy, President</u>		

ATTACHMENT A: SPECIFICATIONS

1. SCOPE

- a. The single-phase pad mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of single-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of single-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - i. 100 KVA
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 7.2kV
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 240/120V

2. CODES AND STANDARDS

- a. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
 - i. Institute of Electrical and Electronic Engineer (IEEE)
 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 2. C57.12.25 - Pad-mounted Compartmental-Type, Self-Cooled Single-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
 3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity
 4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
 5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
 6. C57.12.80 – Terminology for Power and Distribution Transformers.
 7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
 8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

EXHIBIT A

- ii. National Electrical Manufacturers Association (NEMA)
- iii. American Society of Testing and Materials (ASTM)

3. QUALITY ASSURANCE

- a. Only approved manufacturer listed below:
 - i. ABB
 - ii. Central Maloney
 - iii. Cooper
 - iv. ERMCO
 - v. General Electric
 - vi. Pauwels
 - vii. WEG

4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Buyer upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
 - vi. Amorphous core shall NOT be included in the bid.
- b. HV Area
 - i. The transformer shall be furnished with a high voltage area located on the left. The high voltage area shall be furnished with 200 amp dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1)
 - ii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories.
- c. LV Area
 - i. The transformer shall be furnished with a low voltage area and shall house the LV connections in the form of 4-hole NEMA spades mounted on threaded copper studs, IEEE C57.12.34
- d. Cabinet
 - i. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
- e. Insulating Fluid
 - i. The insulating fluid shall be mineral oil.
 - ii. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - iii. Non-P.C.B. sticker shall be mounted in LV compartment.

EXHIBIT A

- f. Tank Design
 - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.12.25.
 - ii. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
 - iii. Steel 5/8" –11 lifting provisions shall be provided at two or four points on the tank depending on size
 - g. Cooling System
 - i. The transformer shall be self-cooled
 - h. Grounding Provisions
 - i. All non-energized metallic components of the transformer shall be grounded.
 - ii. Tank grounding provisions shall consist of two ground pads.
 - iii. Ground pads shall be per IEEE standards.
 - i. Nameplates
 - i. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
 - ii. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
 - j. Exterior Finish
 - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green
- 5. TEST**
- a. A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall as a minimum contain the data as specified in IEEE C57.12.90.

6. FEATURES

- a. The transformer shall be equipped with a complete set of standard features, including.
- b. A flip-top hood with heavy duty 3/8" hinge pins
- c. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- d. Oil level/fill plug.
- e. Self-actuating pressure relief device.
- f. Oil drain plug.
- g. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- h. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- i. NEMA safety labels
- j. High voltage 200amp, dead front universal bushing wells with 200 amp load break bushing inserts
- k. Low voltage 4-hole NEMA spades mounted on threaded copper studs
- l. Lightning Protection
 - i. Oil immersed lightning arrestor, suitable for use on 12.47 kV Wye ground system
- m. Overcurrent protection
 - i. Internal oil-immersed weak link fuse

7. DOCUMENTATION

- a. The seller shall provide instructions, operating and maintenance manual covering all equipment furnished.

8. PARTS

- a. The Seller shall provide a renewal parts list to the Village of Winnetka/Director of Water & Electric upon request.

9. WARRANTY

- a. The Seller shall provide two (2) year conventional warranty from date of delivery.
- b. Warranty shall cover roundtrip transportation from Village of Winnetka (1390 Willow Road, Winnetka, Illinois 60093) to manufacturer's repair facility.

EXHIBIT A

Pad-mount Transformer Data Sheet

1 Phase KVA Rating: 100
Frequency (Hz): 60Hz
Impedance Range: Min _____ Max _____
Temperature Rise (Over 30°C ambient): 65°C
Primary Coil Voltage (kV): 7.2
Primary Connection: Ground Wye
Primary Termination: 200 amp load break bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Voltage (V): 240/120
Secondary Connection: Wye
Secondary Termination: 4-hole NEMA spades
Insulating Fluid: Naphthenic based mineral oil

Other Special Instructions:

- Guaranteed load and no load losses to be furnished with bid.
- Deviation in excess of bid losses will be credited to the Village on invoice.
- Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
- Provide transformer dimension with bid.
- Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries:
 - Require 48 hours advance notification, phone (847) 716-3551
 - Receiving hours: Monday – Friday, 7:15AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

EXHIBIT A

BID SUBMITTAL

Vendor: **RESCO - Rural Electric Supply Cooperative**

Address: **2250 Pinehurst Dr. Middleton WI, 53562**

Email: **tciebell@resco1.com**

Phone: **(608) 824-6063**

Transformer Manufacturer **ERMCO**

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
100	5	\$8,241.00	151	952	T.B.D.

Weight (lbs) **1198 lbs.**

Warranty (at delivery) **2 years.**

Warranty (in service) **See attached ERMCO T&C's**

* All ERMCO transformers are given a production slot date at receipt of P.O. Current estimated date period is late 3rd quarter of 2024.
* Production slot dates are subject to prior orders and availability.

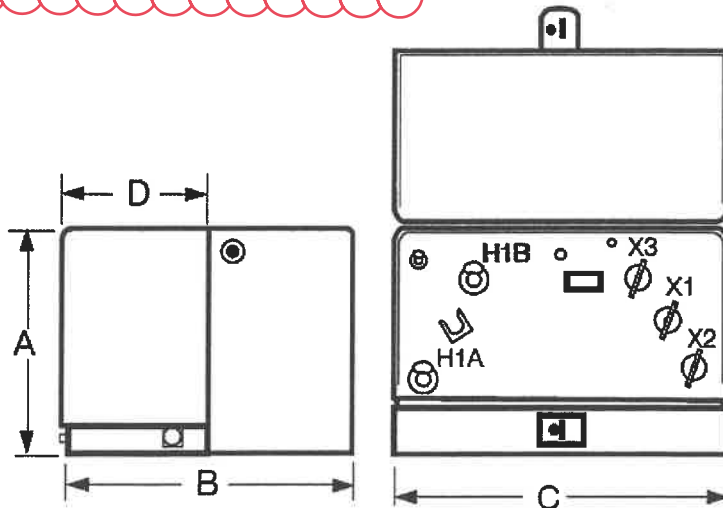
Dimensions (inches)

A **24"**

B **36.2"**

C **36"**

D **16"**



The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.

EXHIBIT A

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is accepted by the Village of Winnetka ("Owner") as of this ____ day of _____ 20____.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire agreement between the parties relating to the Products and the Contract Price therefor and supersedes all prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and will prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, or invoice.

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

1/04/24 17:28:48

ERMCO QUOTE
EXHIBIT A

PAGE 1

CUSTOMER COPY

QUOTE # 710014-00
QUOTED DATE 1/03/24

BILL TO:
RESCO
P.O. BOX 44430

SHIP TO:
VILLAGE OF WINNETKA
WATER & ELECTRIC
1390 WILLOW ROAD

MADISON

WI53744

WINNETKA

IL60093

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
-------------	----------------	-----	------------	-----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: MAX VOLT% : 100

NL TEMP BASIS: 20 LL TEMP BASIS: 85

PADMOUNT QUOTED PER VILLAGE OF WINNETKA PAD

SPEC. RFB #023-024 PROVIDED WITH RFQ.

FORMULA OF NL=12.49 LL=2.67 & TO MEET DOE 2016
EFFICIENCY REQUIREMENTS.

RICES ARE GOOD FOR RECEIPT OF AN ORDER WITHIN 30
AYS FROM 01/04/24 BUT SUBJECT TO REVIEW AT TIME
F SHIPMENT.

ITEM 1				
ADMOUNT DIST. TRANSFORMER	PADMOUNT	5	8418.00	42090.00
ITEM# :	1.00			

NL= 151 LL= 952 IZ=3.000 TL= 1103

PTIONS BEGIN.....

YP2A LOW PROFILE, ANSI STD. TYPE II
LOOP FEED WITH 200 AMP STRAP

00 100 KVA

01 12470GRDY/7200 95BIL 1BU

01G 12470GRDY/7200

01 NO TAPS

01 240/120 (3 LVBU ONLY) LHL

00 INTERNAL BUSHING MTD. WEAKLINK

NO DRIP SHIELD REQUIRED

03 GENERIC HV BUSH WELL 3-98 OR 3-135

00 ELASTIMOLD INSERTS

00 COPPER STUD SECONDARY BUSHINGS.

00 4 HOLE NEMA H SPADES 3.50 WIDE

SWITCHABLE CLU23 SERIES(ERMCO STD)

) ECI DISCONNECT SWITCH (STANDARD)

00 12GA MILD STEEL DOOR

ANAHEIM-DOORGRD (STUD) SILLGRD (STUD)

ALEA VEA: PCB CONTENT IS NON-DETECTABLE

WARNGMR.OUCH GENERIC(NEMA#260)DOOR

MR.OUCH GENER(NEMA #260)52-02 DOOR

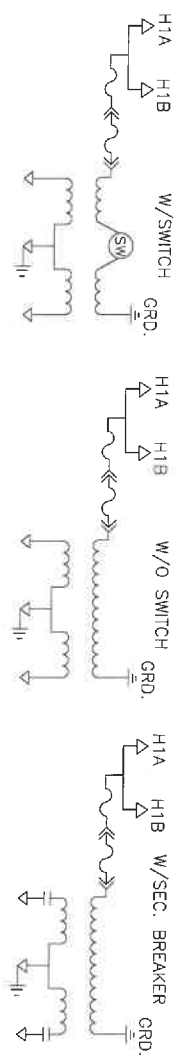
STD TX MINERAL OIL

PTIONS END.....

00% CTR MONTHLY BY EMAIL

3 HOUR NOTICE

H. V.: 12470GRDY/7200 95BIL 1BU
L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL
TAPS: NO TAPS



PART	DESCRIPTION	QUANTITY
1	CONDUIT ENTRANCE AREA	1
2	FUSING : INTERNAL BUSHING MTD. WEAKLINK NO BACKUP FUSING REQUIRED NO DRIP SHIELD REQUIRED	

3	PARKING STAND	1
4	GENERIC HV BUSH WELL 3.98 OR 3-135 15 kV ELASTIMOLD INSERTS NO LBRK SWITCH	2
5	(1) ALUMINUM NAMEPLATE (STANDARD)	1
6	P.R.V.: GENERIC 25 10PSI/85CFM (-01 OR -30)	1
7	.50 IN. OIL LEVEL PLUG	1
8	LVBU: COPPER STUD SECONDARY BUSHINGS. 1.00 IN. - 14 STUD SPADES: 4 HOLE NEMA H SPADES 3.50 WIDE	3

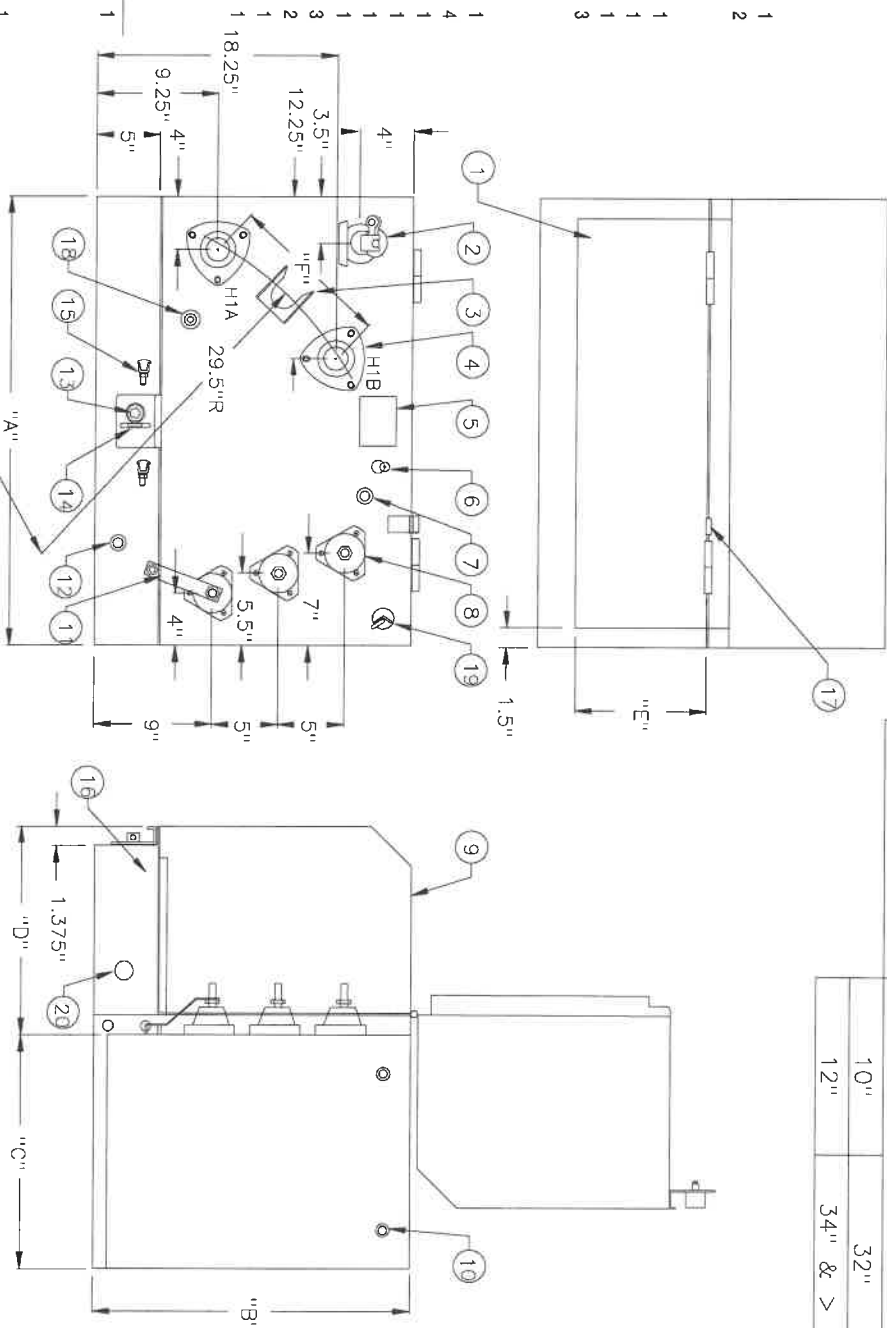
9	COMPARTMENT COVER	1
10	LIFTING BOSS (.625"-11 BLIND TAPPED)	4
11	DETACHABLE GROUND STRAP	1
12	0.500 NPT DRAIN PLUG (STANDARD)	1
13	.500"-13 SILICON BRONZE PENTABOLT (STANDARD)	1
14	PADLOCK HASP	1
15	GROUND NUT	3
16	W/GROUND LUGS #10-1 TINNED LUG (DEFLT.STD)	2
17	REMOVABLE SILL	1
18	DOOR RETAINER	1
19	TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED SECONDARY BREAKER HANDLE: NOT REQUIRED	
20	NO CONDUIT ENTRANCE HOLE REQUIRED	

ADDITIONAL FEATURES

PCB DECAL: NONPCB 1X2 (ERMSTD) W/HTBLU 7-15TANK
KYA DECAL: ERMCO STD KYA 2.5 YLWCLR ON TANK
WARN. DECAL: WARNNGMR OUCH GENERIC (NEMA#260) DOOR
DANGER DECAL: MR OUCH GENER (NEMA #260) 52-02 DOOR
UNDER-OIL ARR.: SWITCHABLE CLU23 SERIES (ERMCO STD) 1
FILL PORT: FILL PLUG
EXTRA GRD.: ANAHEIM-DOORGRD (STUD) SILLGRD (STUD)
OIL TYPE: STD TX MINERAL OIL
TKDPSL: MS

ITEM AND/OR STOCK #	KYA	DIMENSIONS IN INCHES					APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C	D	E		
1	100	36	24	20.2	16	12.375	40	1198

"E" = "D" - 3.625'	DIM "F" IS :	IF DIM "A" IS
10"	32"	
12"	34" & >	



POINT 4" BELOW PAD SURFACE
10" RIGHT OF TRANS. CENTERLINE AND
12" IN FRONT OF TRANS. FRONT PANEL

** UNCONTROLLED **

CUSTOMER:
VILLAGE OF WINNETKA

SCALE: NTS

DATE: 01/05/24

BY: JCC

QUOTE NUMBER: 710014

RFQ/SPEC #:



ERMCO Selling Terms
Form 100 Revision #4
March 11, 2015

ERMCO Terms and Conditions of Sale

Quote for Sale of Product or Service

A quotation for the sale of ERMCO products or services is valid for 30 days from the quote date. No quote is binding upon ERMCO. Any purchase order resulting from a quote is subject to acceptance by ERMCO, at its home office, which will be accomplished by ERMCO issuing the prospective purchaser a written order acknowledgment from a duly authorized representative of ERMCO. Said order acknowledgment will be transmitted in writing to Purchaser and may be transmitted via email, facsimile, overnight carrier or U.S. Mail, at the election of ERMCO.

Payment Terms

At the time of product shipment as described herein, an invoice will be issued and transmitted to the purchaser. Invoice payment terms are net 30 days from the date of invoice due and payable in cash or equivalent at the offices of ERMCO at 2225 Industrial Road, Dyersburg, Tennessee, 38024. Purchaser shall be liable for and pay a late charge as specified on the invoice if payment is not made within the stated terms, plus costs of collection and reasonable attorney's fees in connection with the enforcement of the terms and conditions of sale.

Transportation Terms

FOB DESTINATION PER ERMCO AND RESCO 1.30.2024

~~All transformers and/or other products or components are sold F.O.B. point of shipment, freight prepaid to the first destination served by common carrier in the continental United States with the risk of loss passing to the purchaser upon delivery to the carrier.~~

Lead Time

Quoted shipping dates are approximate and based on available production capacity, component and material availability, the Force Majeure terms set forth herein and is further contingent upon the order containing complete and accurate information. The proposed shipping date will be contained in the order acknowledgment issued to the purchaser after receipt and acceptance of the order.

Drawing Approval and Changes

If approval drawings or other specifications are required, purchaser acknowledges that same are strictly the proprietary property of ERMCO and agrees not to disclose the content thereof and to return the drawings and/or specifications to ERMCO within 10 days of receipt with approval or instructions for changes. Delay in returning the drawings and/or specifications may result in production delays and increased prices. If purchaser makes changes to the product design after the ERMCO quote has been submitted, purchaser will be responsible for and pay any price and lead time adjustments that result from the change.

Force Majeure

Neither ERMCO, its owners, subsidiaries, officers, directors, shareholders, employees nor insurers thereof, shall be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to fire, flood, strike or other labor difficulty, acts of God, acts of terrorism, acts of governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, faulty castings or forgings, wrecks or delay in transportation, accidents, and/or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources. In the event of delay in performance due to any such cause, the date of delivery or time for completion and shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Limitation of Liability

ERMCO, its owners, subsidiaries, officers, directors, shareholders, employees, insurers, contractors and suppliers of any tier, **SHALL NOT BE LIABLE** in contract, tort (including but not limited to negligence of any type or strict liability) or otherwise for charges or loss of other property or equipment, loss of profits or revenue, loss of use of materials or equipment of power system(s), costs of capital, cost of replacement power, materials, or temporary equipment (including but not limited to additional expenses incurred in using existing facilities), claims, demands, charges, causes of action of customers of Purchaser, or for any **SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES** whatsoever.

The remedies of the Purchaser set forth herein are exclusive and the total cumulative liability of ERMCO and its related parties set forth above with respect to this contract, or anything done in connection therewith, including but not limited to performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any product covered by or furnished under the contract, whether in contract, tort (including but not limited to negligence of any type or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based.

Warranty

Conventional pole mounted transformers and all pad mounted transformers are warranted as provided herein for a period of two years from date of delivery to the purchaser. C.S.P. pole mounted transformers are warranted for a period of three years from date of delivery to the purchaser.

ERMCO warrants that the transformer and its component parts will be of the kind and quality described in the order or contract, and will be free of defects in workmanship or materials.

If the purchaser notifies ERMCO in writing of any failure to conform to this warranty within the warranty period, ERMCO will transport the defective transformer to a repair location, correct the non-conformity by replacing or repairing (in its elective discretion) the defective part or parts, and deliver the transformer back to the purchaser utilizing the transportation terms set forth herein. The costs for removal of defective transformer and re-installation of repaired or replaced transformer shall be at Purchaser's expense.

In order to be covered by this warranty, the transformer must be properly installed according to accepted industry practices. Transformers must be protected by properly installed and coordinated voltage surge protection, current overload devices, and other current protective devices as appropriate. This warranty does not apply if the transformer is installed without the methods and protection normally accepted in the industry, nor in the cases of mishandling, misapplication, vandalism, alterations, prior repairs by other than ERMCO authorized personnel or stored or installed in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

LIMITATION OF WARRANTY AND REMEDY

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND NO ONE HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS WARRANTY. There is no liability for damage or loss of other property, equipment, claims, demands, causes of action of the customer or of the Purchaser, or **CONSEQUENTIAL DAMAGE**. The remedies of the purchaser shall not exceed the price of the product or part on which such liability is claimed.

Returning Products

Authorization and shipping instructions for the return of any product must be obtained from ERMCO before returning the product. The product must be returned with the identification markings and packaged as instructed by ERMCO.

Contract Variations

Where Purchaser's specifications are not sufficiently detailed, ERMCO, at its elective discretion reserves the right to design the product in accordance with ERMCO's judgment and practice. If at any time the Purchaser makes changes to the design as requested in his specifications, the contract shall be subject to renegotiation of the price terms and delivery to reasonably compensate for any additional costs and commitments occasioned by the change, and further, ERMCO shall not be liable or responsible for defective design changes provided or requested by Purchaser.

Cancelling Orders

Any order may be cancelled by the Purchaser by notifying ERMCO in writing. If ERMCO incurs costs or charges associated with the cancelled order, including but not limited to specifically manufactured product or product specifically identified to the contract, then the purchaser shall be liable for payment of said costs and same shall be due and payable pursuant to the Payment Terms set forth above.

Held Orders

The purchaser has the right to hold or delay an order by notifying ERMCO. An order held or delayed beyond a reasonable amount of time will be considered and treated as a cancelled order. If product is placed in storage as a result of the request for delay, the Purchaser shall be responsible for any costs or charges associated with the storage and same shall be due and payable pursuant to the Payment Terms set forth above.

Miscellaneous

The rights and remedies of the parties to this contract, and any disagreement or litigation resulting therefrom, shall be governed by and construed under the laws of the State of Tennessee and the parties further agree that the venue of any proceedings shall be in Dyer County, Tennessee.

These terms of sale are the entire agreement between the parties and no prior or contemporaneous oral statements or subsequent modifications can change or alter this agreement unless in writing and signed by an authorized representative of ERMCO.

Purchaser acknowledges receipt and understanding of the Terms of Sale and acceptance of the product or placing of an Order constitutes acceptance of the terms hereof by Purchaser.

General Information/Terms and Conditions

Price Policy

- A.
 1. All prices and terms are subject to change without notice.
 2. All prices are subject to correction of clerical errors.
 3. Prices in proposals are for acceptance in 30 days unless otherwise stated.
 4. Prices are for shipments of standard package quantities, unless otherwise stated.
- B. All direct shipments from a manufacturer directly to the purchaser are subject to the following conditions:
 1. The terms and conditions of sale in effect by the manufacturer are in effect for quotation and/or orders where shipment is to be made or is made directly to the Purchaser.
 2. If the Purchaser requires a delay in shipment to facilitate site preparation, transportation, unloading or any other reason, through no fault of the manufacturer or Resco, any extra costs incurred by Resco are to be billed to the Purchaser.

INITIAL ORDER

New customers, unless satisfactorily rated by the commercial agencies, should supply credit references. This will avoid unnecessary delay in shipment. All new customers shall furnish a completed and signed credit application and also furnish a sales tax exemption certificate.

C.O.D. SHIPMENTS

To avoid delay in processing initial orders, customers may specify shipment C.O.D. via freight truck, UPS, or Parcel Post.

CATALOG ACCURACY

While every effort has been made to assure the accuracy of the Resco catalog, we do not guarantee its accuracy and will not be liable or responsible for damage, loss or liability as a result of damage to any property or injury or death of any person arising out of the use of the catalog. Standard package quantities, shipping weights and any other information contained in the catalog, supersede all previous listings, are not guaranteed, and are subject to change without notice.

TRANSPORTATION

DESTINATION

- A. Shipments from stock.
Delivery is F.O.B. ~~shipping point (Resco warehouse)~~ with freight by the most economical means prepaid and allowed.
- B. Direct shipments from a manufacturer to the Purchaser.
Whenever shipments made directly to the Purchaser from our material supplier include charges for freight, handling, small order, broken package, etc., these charges will be passed on to the Purchaser. The Purchaser's invoice will include the above charge or charges as a separate charge.

DELIVERY

Delivery dates are our best estimates from sources available to us on the approximate delivery, and are not a guarantee of a specified date or dates. When approval of drawings or other factors contribute to a delay, the date of shipment shall be extended for a like period of time. All orders are subject to the acceptance of our general office.

CLAIMS

All packing is done with great care and we cannot be held responsible for loss or damage to material in transit. Claims for loss or damage should be made to the transportation company immediately upon receipt of the shipment. If we are promptly notified, we will lend all possible assistance in securing satisfactory adjustment. Claims for discrepancies, unless made within five days after receipt of material, will not be considered.

TERMS

Terms are net thirty days from the invoice date to established customers. Cash discounts will be allowed in accordance with the amounts and conditions shown on each invoice. It is our policy to invoice for each shipment, not as buyers' orders are completed, and all orders are accepted on this condition. Resco reserves the right to charge an annual 18% interest rate on amounts more than 10 days past due.

RETURN MATERIAL

Credit will not be allowed on merchandise returned without our consent. If permission is granted to return merchandise that was correctly shipped as ordered, it should be understood that it is to be returned in original cartons, in good order, that the freight is prepaid to our warehouse and that a restocking charge may be necessary. Our own mistakes will be corrected most willingly and promptly.

CANCELLATION

Items for shipment from our stock may be cancelled providing no work has been performed to fill the order. If work on shipment has been performed, a cancellation charge of ten percent (10%) will be made to recover handling costs plus applicable transportation costs.

TAXES

The amount of any tax, which the seller shall be required to pay for the Purchaser, shall be added to the invoice and paid by the Purchaser.

LIMITED WARRANTY

Merchandise offered for sale by us is warranted only to the actual extent of the original manufacturer's warranty. We make no express or implied warranties, whether of merchantability or fitness or for any particular use, or otherwise (except as to title) other than those expressly set forth above, and in no event do we assume, nor shall we be liable for consequential or special damages, or for installation adjustment or modification expenses whether direct or indirect. No waiver alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Resco.

DISCLAIMER

Application information is to be used as a reference guide only, not necessarily recommended by manufacturer or Resco. Applications may vary with utilities particular application and operation practices.



Agenda Item Executive Summary

TITLE: Resolution No. R-18-2024: Approving the Purchase of Three Dump Trucks From Lindco Equipment Sales Inc. (Adoption)

PRESENTER: Nicholas Narhi, Tom Powers

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2024 Water & Electric Funds contain funding in the combined amount of \$280,000 for the replacement of two dump trucks. The 2024 Public Works Budget includes \$135,110 for the replacement of a 2008 dump truck.

EXECUTIVE SUMMARY:

The Public Works and Water & Electric Department's five-year capital plans propose the replacement of three Ford F-550 dump trucks. These vehicles exceed the Departments' replacement plan based on age, physical condition and/or operational hours of the equipment. The proposed replacement vehicles are three 2024 Ford F-550 4x4 trucks with similar equipment consistent with existing trucks of the two operating departments.

Staff is proposing to utilize pricing available through a Sourcwell Contract formerly known as the National Joint Powers Alliance (NJPA.) This is a joint purchasing consortium that solicits goods and services for state and local governments. The Village has taken advantage of competitive pricing through this program previously for equipment purchases.

Staff was recently notified by Lindco Equipment Sales that it had a number of gasoline-engine 2024 Ford F550 4x4s available for purchase and outfitting under an existing Sourcwell agreement (Contract No. 062222-VCM). While the units proposed for replacement have diesel engines, staff believe a gasoline engine will be able to meet the Village's needs.

Lindco Equipment Sales Inc. submitted a quote under the Sourcwell contract for the purchase of two 2024 Ford F-550 Water & Electric Dump Trucks at a price of \$124,207 each (Exhibit A: Contract #NJ2500.)

Lindco Equipment Sales Inc. submitted a quote under the Sourcwell contract for the purchase of a 2024 Ford F-550 Public Works Dump Truck at a price of \$132,664 (Exhibit B: Contract #NJ2500, SW-TK0554, SW-TK0510 and SW-TK0508.)

Staff confirmed that the equipment proposal meets the requirements of the Village's operational needs and will be equipped with the necessary accessories to support operational needs.

The FY2024 Water and Electric Fund Budgets contain combined funding in the amount of \$280,000 (account #'s: 520.60.01-630 & 500.40.01-630). The FY2024 Public Works Budget contains funding in the amount of \$135,110 (Account No.100.30.01-625). All three truck purchases will come in within budget.

Staff proposes to seek approval from the Council to dispose of the existing vehicles through a separate council action at a later date. The vehicles will remain in service until the replacement vehicles are received and placed into service.

RECOMMENDATION:

Consider adopting Resolution No. R-18-2024, awarding a purchase of three 2024 Ford F-550 Dump Trucks under the Sourcwell Contract No. 062222-VCM. from Lindco Equipment Sales, Inc in an amount not to exceed \$381,078.

ATTACHMENTS:

1. Resolution No. R-18-2024: Approving the Purchase of Three Dump Trucks From Lindco Equipment Sales Inc.

RESOLUTION NO. R-18-2024

**A RESOLUTION APPROVING THE PURCHASE OF THREE
DUMP TRUCKS FROM LINDCO EQUIPMENT SALES INC.**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village of Winnetka ("***Village***") is a member of Sourcewell ("***Sourcewell***"), a municipal national contracting agency for units of local government, and educational and non-profit organizations; and

WHEREAS, Sourcewell permits units of local governments to purchase commodities and services according to nationally leveraged and competitively solicited purchasing contracts, resulting in significant savings for the Village; and

WHEREAS, the Village Water & Electric Department has identified the need to replace two Ford F-550 dump trucks with two new Ford F-550 dump trucks, and the Village Public Works Department has identified the need to purchase one new Ford F-550 dump truck (collectively, "***New Trucks***"); and

WHEREAS, Sourcewell sought bids for the award of a contract for the purchase of the New Trucks ("***Purchase Contract***"); and

WHEREAS, Sourcewell secured fixed, per-unit pricing from Lindco Equipment Sales Inc. ("***Lindco***") for the New Trucks; and

WHEREAS, Lindco has provided pricing for the total Purchase Contract of \$381,078.00; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the New Trucks from Lindco, in the amount of \$381,078.00, in accordance with the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Trucks from Lindco, in the total amount of \$381,078.00, in accordance with the Purchase Contract.

SECTION 3. AUTHORIZATION TO PURCHASE. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest,

respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to purchase the New Trucks.

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

ADOPTED this 20th day of February, 2024, pursuant to the following roll call vote:

AYES:	_____
NAYS:	_____
ABSENT:	_____
ABSTAIN:	_____

Signed

Village President

Countersigned:

Village Clerk



QUOTATION

Quote Number: 240196C-SWL
 Quote Date: Feb 8, 2024
 Page: 1

2168 East 88th Drive
 Merrillville, Indiana 46410

Voice: (219)795-1448
 Fax: (219)736-0892

Quoted To:
Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requoted. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/9/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	F550-RDA02453	SOURCEWELL CONTRACT: CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500 SOURCEWELL MEMBER: MEMBER NUMBER: 30947 MEMBER: Village of Winnetka CONTACT: Andy Malkowski PHONE: 847-417-2468 E-MAIL: amalkowski@winnetka.org CHASSIS PAYMENT TERMS: * In stock chassis must be paid for within 30 days of receiving your purchase order. ***** SOURCEWELL CHASSIS: Ford 2024 F550 Chassis VIN#:1FDUF5HN3RDA02453 * 4 x 4 * Regular Cab * 145" Wheelbase * 60" CA * DRW * 7.3L Gas V8 Engine	58,248.00	58,248.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



QUOTATION

Quote Number: 240196C-SWL
 Quote Date: Feb 8, 2024
 Page: 2

2168 East 88th Drive
 Merrillville, Indiana 46410

Voice: (219)795-1448
 Fax: (219)736-0892

Quoted To:
Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/9/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		* 19,000 GVWR Package * Snow plow prep package * Payload Package Upgrade		
			Subtotal	58,248.00
			Sales Tax	
			TOTAL	58,248.00



EXHIBIT A

QUOTATION

Quote Number: 240084I-SWL

Quote Date: Jan 25, 2024

Page: 1

2168 East 88th Drive
Merrillville, IN 46410
USA
Voice: (219)795-1448
Fax: (219)736-0892

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	2/24/24	Net 30 Days	51622

Quantity	Item	Description
		SOURCEWELL CONTRACT: CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500 SOURCEWELL MEMBER: MEMBER NUMBER: 30947 MEMBER: Village of Winnetka CONTACT: Andy Malkowski PHONE: 847-417-2468 E-MAIL: AMalkowski@winnetka.org TERMS OF QUOTE: ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. EQUIPMENT PAYMENT TERMS: * Net 30 days payment after completion of chassis with all equipment. * Will be subject to all price increases up until time of completion.

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Quote Number: 240084I-SWL
 Quote Date: Jan 25, 2024
 Page: 2

2168 East 88th Drive
 Merrillville, IN 46410
 USA
 Voice: (219)795-1448
 Fax: (219)736-0892

Quoted To:
Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	2/24/24	Net 30 Days	51622

Quantity	Item	Description
		ESTIMATED DELIVERY TIME FRAME: * Allow approximately 200 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 90-120 Days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** SUMMARY OF QUOTE: ***** SOURCEWELL TOTAL PRICE: ***** Equipment per below items mounted and fully operational. ***** DUMP BODY: 1.00 MAB SDYB-316 3/4YD Duraclass 9' Super YB Dump, 3/4 yd. capacity, MAB SDYB-316 3/4YD 9 X 7 Curb Drop 201SS-Q DIMENSIONS: * 9' long * 84" wide I.D. * 96" wide O.D. * 16" high sides (2.7 yards)

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Quote Number: 240084I-SWL

Quote Date: Jan 25, 2024

Page: 3

2168 East 88th Drive
Merrillville, IN 46410
USA
Voice: (219)795-1448
Fax: (219)736-0892

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

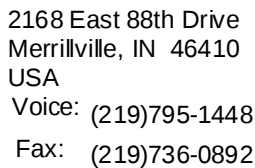
TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requested.
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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	2/24/24	Net 30 Days	51622

Quantity	Item	Description
		* 22" high tailgate (3.5 yards) * 10.25" rear pillar width * 2.7/3.8 yardage MATERIALS: * 10 gauge stainless steel 2B front, sides, & tailgate * 3/16" AR400 floor * 3/16" high tensile steel longmembers CONSTRUCTION: * Crossmemberless * Fabricated trapezoid fully boxed 8" longmembers * Straight front pillar CAB SHIELD * 1/4 Integral Cab Shield, with window, enclosed with (14) ovals, (6) front, (6) rear, (1) on each side * Cab shield should be 52.5 from top of truck to bottom underneath cab shield SIDES: * Passenger side Only Fold, single panel, open top rail * Exposed bends are 1" radius, front corner post 3" deep, no intermediate side posts TAILGATE: * Manual release * One piece panel, no center vertical brace * 1/2" flame cut offset TG hinge, 1" upper and lower TG pins * D/A Chains HOIST: * Model 1520 Quick Installed * Electric Double Acting Quick Mounted

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Page: 4

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

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Quantity	Item	Description
		* 1520 Quick install mounting kit LIGHT HOLE: * One (1) oval in each corner post * (5) round holes in rear crossmember LIGHTS: * LED light kit with harness FENDERS AND MUDFLAPS:
1.00	MIN1900B	Minimizer Single Axle Fender Set, Black Poly, 19.5" Wheels
1.00	B100BTPA	Minimizer Black Plastic Bolt-On Bracket Kit
1.00	MD2430	DuraGuard 3/8" HD 24" x 30" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)
2.00	MFBH2375A-SS	Lindco Mud Flap 90 Degree Mounting Plate-Stainless Steel (Each)
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)
		HYDRAULICS:
		PTO & PUMP:
1.00	CPTO 210GMMFP-B471	Certified Power PTO (11.1 GPM @ 1200RPM / 3260 PSI) Ford Gas F550 10 Speed Trans
1.00	CPTO CGP-P11A087-5AP	Certified Power Gear Pump
		RESERVOIR:
1.00	RESE MTCA3201000050	Certified Power one ton, Stainless Steel 20 Gallon Serviceguard w/2 Spool Valve
1.00	HBV125	Buyers 1-1/4" Ball Valve - Full Flow
55.00	Hydraulic Oil	Hydraulic Oil

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2168 East 88th Drive
Merrillville, IN 46410
USA
Voice: (219)795-1448
Fax: (219)736-0892

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

TERMS & CONDITIONS OF QUOTE

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	2/24/24	Net 30 Days	51622

Quantity	Item	Description
1.00	ELCA SG07010436-001	* Special requested oil Shell Diala S2 ZX-A DUMP & TOOL CIRCUIT CONTROLS: Certified Power auxilliary switch box assembly, On/Off for Tool Circuit, and On/Off for Hoist * Installed passenger side behind running boards
1.00	PMCO RD112-30	FLOW CONTROL VALVE: Certified Power flow control, 3 port, 0-30 GPM, #12 ORB, no relief.
1.00	THER MF-15-2-4A	OIL COOLER: Certified Power-Cooler, Thermal Transfer, #16, 12VDC Fan, 3-50GPM
1.00	NASW HT-1C-100R/HR	Certified Power temperature switch.
1.00	BRVL TH1000-16FO-10	Certified Power thermal bypass valve, Parker, 100degF/50psi Relief
1.00	ELCA VF4-45F11	Certified Power relay used in cooler fan circuit
2.00	ELCA SG07050722-002	HARNESSES: Certified Power MFE ST/ST BPM 5 meter
1.00	ELCA SG07050469	Certified Power 17' circuitguard TPE
1.00		HOSES & FITTINGS: Hydraulic Adaptors and Fittings
1.00		Hydraulic Hoses
1.00	SM-501-8FP	TOOL CIRCUIT QUICK COUPLERS: Parker SM Series 1/2" Coupler
1.00	SM-502-8FP	Parker SM Series 1/2" Nipple
2.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug
		PINTLE HITCH:
500.00	Misc.	Lindco 5/8" pintle plate with reinforcement

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



EXHIBIT A

QUOTATION

Quote Number: 240084I-SWL

Quote Date: Jan 25, 2024

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2168 East 88th Drive
Merrillville, IN 46410
USA
Voice: (219)795-1448
Fax: (219)736-0892

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	2/24/24	Net 30 Days	51622

Quantity	Item	Description
2.00	B38W	Buyers 1/2" drop forged D-ring w/weld on bracket 3-1/2" x 3-3/8" O.D.
1.00	BH82516	Buyers 2-5/16" Ball Combo Pintle Hitch
1.00	593083	Velvac 7-Way Pin Type Socket
1.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs
1.00	LPC-B-WW2	LED License Plate Light, Warm White
		LIGHTING AND ELECTRICAL:
		JUNCTION BOX:
1.00	PH-310	Phoenix 10-Pole Junction Box
		MASTER CIRCUIT BREAKER:
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.
		BODY UP LIGHT AND SWITCH:
1.00	B95W	Buyers Dump Body Up Indicator
1.00	0800850	Imperial LED indicator light - red
		BACK UP ALARM:
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC.
		CAB SHIELD LIGHTS:
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet
		* Installed in front of cab shield
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet
		* (1) installed on each side of cab shield
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet
		* Installed in rear of cab shield
		REAR CORNER POST LIGHTS:
2.00	LB383 SST	Buyers Heavy Duty Steel Truck Lamp Cabinet, Single light style, continuous welded,

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



EXHIBIT A

QUOTATION

Quote Number: 240084I-SWL

Quote Date: Jan 25, 2024

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Merrillville, IN 46410
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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	2/24/24	Net 30 Days	51622

Quantity	Item	Description
2.00	SL65A0	stainless steel.
2.00	5626432	Buyers LED amber oval strobe light with rubber grommet
		Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED)
1.00	9' Pro Plus-MUNI	PLOW: Western 9' Pro-Plus HD Ultramount Snow Plow * 76901 9' Pro Plus Blade * 31270 UltrMount Ford 17+ * 75700-3 Big Box * 29070-1 3-Port Module * 85973-1 Ford Harness Kit * 35500 Handheld Controller * 72530 Plow Light Kit Halogen
1.00	62220-1	Western 9' rubber snow deflector 8" wide
		PAINT & UNDERCOAT:
1.00	PAINT HOIST & SUBFRA	Prime Where needed and Paint Hoist & Subframe to black
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch
1.00	Under Coat	Under coat dump body 8-10' body
1.00	PAINT-MISCEL	Paint Miscel
		MISCELLANEOUS, FREIGHT, INSTALLATION:
1,740.08	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Quote Number: 240198C-SWL
 Quote Date: Feb 8, 2024
 Page: 1

2168 East 88th Drive
 Merrillville, Indiana 46410

Voice: (219)795-1448
 Fax: (219)736-0892

Quoted To:
Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

TERMS & CONDITIONS OF QUOTE
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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/9/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	F550-RDA04598	SOURCEWELL CONTRACT: CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500 SOURCEWELL MEMBER: MEMBER NUMBER: 30947 MEMBER: Village of Winnetka CONTACT: Andy Malkowski PHONE: 847-417-2468 E-MAIL: amalkowski@winnetka.org CHASSIS PAYMENT TERMS: * In stock chassis must be paid for within 30 days of receiving your purchase order. ***** SOURCEWELL CHASSIS: Ford 2024 F550 Chassis VIN#:1FDUF5HN6RDA04598 * 4 x 4 * Regular Cab * 169" Wheelbase * 84" CA * DRW	56,780.00	56,780.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



QUOTATION

Quote Number: 240198C-SWL
 Quote Date: Feb 8, 2024
 Page: 2

2168 East 88th Drive
 Merrillville, Indiana 46410

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Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/9/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		* 7.3L Gas V8 Engine * 19,500 GVWR Package * Snow plow prep package * Payload Package Upgrade		
			Subtotal	56,780.00
			Sales Tax	
			TOTAL	56,780.00



QUOTATION

Quote Number: 240160I-SWL
 Quote Date: Feb 13, 2024
 Page: 1

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		SOURCEWELL CONTRACT: CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: NJ2500, SW-TK0554, SW-TK0510, SW-TK0508 SOURCEWELL MEMBER: MEMBER NUMBER: 30947 MEMBER: Village of Winnetka CONTACT: Andy Malkowski PHONE: 847-417-2468 E-MAIL: AMalkowski@winnetka.org TERMS OF QUOTE: ***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote. EQUIPMENT PAYMENT TERMS:		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



QUOTATION

Quote Number: 240160I-SWL
 Quote Date: Feb 13, 2024
 Page: 2

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 Merrillville, Indiana 46410

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		* Net 30 days payment after completion of chassis with all equipment. * Will be subject to all price increases up until time of completion. ESTIMATED DELIVERY TIME FRAME: * Allow approximately 200 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 90-120 Days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.*** SUMMARY OF QUOTE: ***** SOURCEWELL TOTAL PRICE: ***** Equipment per below items mounted and fully operational. *****		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



QUOTATION

Quote Number: 240160I-SWL
 Quote Date: Feb 13, 2024
 Page: 3

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 Merrillville, Indiana 46410

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	SDYB-9-SS-1520-WIN	DUMP BODY: Duraclass 9', 2/3 yd. Super Yardbird, 3/16" AR400 Floor, 201 stainless bal., 16" sides, 22" TG, crossmemberless, 1/4" integral cabshield, 1520 hoist less hyd. DIMENSIONS: * 9' long * 84" wide I.D. * 96" wide O.D. * 16" high sides (2.7 yards) * 22" high tailgate (3.5 yards) MATERIALS: * 10 gauge stainless steel 201 2B sides and ends * 3/16" AR400 floor UNDERSTRUCTURE: * Crossmemberless * 3/16" high tensile steel, fabricated trapezoid fully boxed longmembers * 8" tall longmembers CAB SHIELD * 1/4 integral cab shield * Slotted window * Enclosed cab shield with access panels * (6) ovals in front of cab shield	13,042.50	13,042.50
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



QUOTATION

Quote Number: 240160I-SWL
 Quote Date: Feb 13, 2024
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 Merrillville, Indiana 46410

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	LU824624.UAS	* (6) ovals in rear of cab shield * (1) oval in each side SIDES: * Front corner post * Fold down side on curbside * Solid side on driver side * 10.25" wide rear corner post TAILGATE: * Single panel tailgate * Manual release lower tailgate hardware * Double acting tailagte with chains REAR CORNER POST: * One (1) oval in each corner post LIGHTS: * LED light installation kit _____ HOIST: _____ *Duraclass 1520 subframe scissor hoist * 7 tons capacity * Double acting (power up-power down) _____ BEHIND CAB SADDLE TOOL BOX: _____ RC Industries saddle box. diamond bright aluminum, 82" x 46" x 24".	6,388.14	6,388.14
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



QUOTATION

Quote Number: 240160I-SWL
 Quote Date: Feb 13, 2024
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 Merrillville, Indiana 46410

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	RC051	RC spring mount kit.	334.08	334.08
		FENDERS AND MUDFLAPS:		
1.00	MIN1900B	Minimizer Single Axle Fender Set, Black Poly, 19.5" Wheels	330.00	330.00
1.00	B100BTPA	Minimizer Black Plastic Bolt-On Bracket Kit	337.50	337.50
1.00	MD2430	DuraGuard 3/8" HD 24" x 30" Guard Mud Flap - Black - with Lindco Equipment Sales, Inc. Logo & Merrillville, IN molded blue/white into flap (price per pair)	47.95	47.95
2.00	MFBH2375A-SS	Lindco Mud Flap 90 Degree Mounting Plate-Stainless Steel (Each)	33.63	67.26
2.00	MFW2375-SS	Lindco Mud Flap Bolting Plate-Stainless Steel (Each)	23.50	47.00
		HYDRAULICS:		
		PTO & PUMP:		
1.00	CPTO 210FMMFP-B4AD	Chelsea PTO for 2020 & Up F250-F600 Ford Diesel 4x4	2,900.26	2,900.26
1.00	CPTO CGP-P11A087-5AP	Certified Power Gear Pump	692.54	692.54
		RESERVOIR:		
1.00	RESE MTCA3202000005	Certified Power one ton, one function PVG32 for dump hoist w/spreader, SS ServiceGuard tank.	7,469.76	7,469.76
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



QUOTATION

Quote Number: 240160I-SWL
 Quote Date: Feb 13, 2024
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2168 East 88th Drive
 Merrillville, Indiana 46410

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	HBV125	Buyers 1-1/4" Ball Valve - Full Flow	34.79	34.79
30.00	Hydraulic Oil	Hydraulic Oil	13.30	399.00
		DUMP CONTROLS:		
1.00	ELCO SRSP-K15	Certified Power Switch	25.44	25.44
1.00	ELCA GREEN-LENS-HOIS	Certified Power Lens, green lens - hoist	5.93	5.93
		SPREADER CONTROL:		
1.00	ELCA F22Spreader	Certified Power Freedom 2.2 spreader control	1,508.75	1,508.75
1.00	ELCA SG07010468-003	Certified Power Freedom 2, mounting bracket, ram mount	38.76	38.76
		HARNESSES:		
1.00	ELCA SG07050722-002	Certified Power MFE ST/ST BPM 5 meter	164.86	164.86
1.00	ELCA SG07050730-003	Certified Power Brad Harrison TPE cable	82.94	82.94
1.00	ELCA SG07050644	Certified Power Harness, MIC 4P Male Splitter 2 Amp JR	81.93	81.93
1.00	ELCA SG07070374	Certified Power bulkhead pass thru, mic 5P TPE.	38.13	38.13
1.00	ELCA SG07050689	Certified Power harness, MIC MFE 22AWG, 3P 1M	33.76	33.76
2.00	ELCA SG07070361	Certified Power internal thread cap, M12	19.61	39.22
2.00	ELCA SG07070360	Certified Power internal thread cap, M12 5pin	17.99	35.98
1.00	ELCA SG07051073-AVL	Certified Power F21-F22 main harness for AVL. STAINLESS STEEL TUBES FOR SPREADER:	413.56	413.56
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



EXHIBIT B

QUOTATION

Quote Number: 240160I-SWL

Quote Date: Feb 13, 2024

Page: 7

2168 East 88th Drive
Merrillville, Indiana 46410

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
2.00	8-049 304W/FJX-72"	Mid-State 1/2"x6' 304 S/S Line with fittings	63.39	126.78
4.00	A2-12.7-A	PCI HD Series Clamps for 1/2" tubing	2.63	10.52
1.00	12-065 304W/FJX-72"	Mid-State 3/4"x6' 304 S/S Line with fittings	81.34	81.34
2.00	A3-19-A	PCI HD Series Clamps for 3/4" tubing	2.75	5.50
1.00		Hydraulic Adaptors and Fittings	1,000.00	1,000.00
1.00		Hydraulic Hoses	700.00	700.00
		SPREADER QUICK COUPLERS:		
4.00	H4F4-S	Dixon 1/2" male stainless steel nipple	22.94	91.76
4.00	4HF4-S	Dixon 1/2" female stainless steel coupler	66.67	266.68
8.00	4HDP-H4DC	Dixon 1/2" Dust Cap/Plug	2.72	21.76
		PLOW:		
1.00	9 Ultra Pro Plus	Western 9' Pro Plus snowplow w/Ultra Mounting System * 76901 9' ProPlus Blade * 31270 UltraMount Mount, (17+) Ford * 75700-3 Big Box Pro Plus 75600 * 29070-1 Module 3 Port, with DRL * 85973-1 2023 Ford Superduty, Plug-in * 35500 96500 Control, hand-held * 72530 NightHawk Halogen Kit H9/H11 * 62220-1 9' Rubber Snow Deflector 8" wide	7,632.13	7,632.13
		SPREADER:		
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



QUOTATION

Quote Number: 240160I-SWL
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 Merrillville, Indiana 46410

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
1.00	00002-463-143	Swenson SADS tailgate spreader stainless steel * Mounts below dump body tailgate * 96" wide trough with 10 gauge stainless steel construction * End plates constructed of 7 gauge stainless steel * Independent hydraulic control of auger and spinner * Hydraulic safety interlock system * 6" auger with continuous, reverse fliting * 18" poly spinner disc * Adjustable height spinner frame * Design allows for full use of dump body functions * Hinged bottom door for easy clean out * Stabilizer kit keeps spinner parallel to the road at all dump angles * Tailgate shields * Anti-flow plate * Drop port is located 21" from left end plate, discharges approx 15lbs/rev * Sensored motor PINTLE HITCH:	5,627.35	5,627.35
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



EXHIBIT B

QUOTATION

Quote Number: 240160I-SWL

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2168 East 88th Drive
Merrillville, Indiana 46410

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Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
500.00	Misc.	Lindco 5/8" pintle plate with reinforcement	1.00	500.00
2.00	B38W	Buyers 1/2" drop forged D-ring w/weld on bracket 3-1/2" x 3-3/8" O.D.	7.13	14.26
1.00	BH82516	Buyers 2-5/16" Ball Combo Pintle Hitch	94.14	94.14
1.00	5621720	Buyers S/S ID Light Bar w/ 9 LEDs	12.09	12.09
1.00	LPC-B-WW2	LED License Plate Light, Warm White	10.67	10.67
1.00	12-907	Pollak 9-Pin Socket (Truck Side)	19.18	19.18
1.00	56443	Curt RV Blade 7-Pin Trailer Wiring Harness, Vehicle Side Fits Ford F250,F350, F450 Super Duty	44.59	44.59
LIGHTING AND ELECTRICAL:				
JUNCTION BOX:				
1.00	PH-310	Phoenix 10-Pole Junction Box	9.90	9.90
MASTER CIRCUIT BREAKER:				
1.00	175-S0-080-2	Chief 80 amp high amp circuit breaker.	35.67	35.67
BODY UP LIGHT AND SWITCH:				
1.00	B95W	Buyers Dump Body Up Indicator	40.60	40.60
1.00	0800850	Imperial LED indicator light - red	6.00	6.00
BACK UP ALARM:				
1.00	510	Ecco back-up alarm, 97 dB, 12 VDC.	32.40	32.40
CAB SHIELD LIGHTS:				
6.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet * Installed in front of cab shield	34.75	208.50
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



EXHIBIT B

QUOTATION

Quote Number: 240160I-SWL

Quote Date: Feb 13, 2024

Page: 10

2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892

Quoted To:

Winnetka, Village of
510 Green Bay Rd.
Winnetka, IL 60093
USA

TERMS & CONDITIONS OF QUOTE

- > Quotes are only valid for 30 days from date of quote.
- > Quotes past 30 days must be requoted.
- > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet	34.75	69.50
6.00	SL65A0	* (1) installed on each side of cab shield Buyers LED amber oval strobe light with rubber grommet	27.80	166.80
2.00	LB383 SST	* Installed in rear of cab shield REAR CORNER POST LIGHTS: Buyers Heavy Duty Steel Truck Lamp Cabinet, Single light style, continuous welded, stainless steel.	52.55	105.10
2.00	SL65A0	Buyers LED amber oval strobe light with rubber grommet	34.75	69.50
2.00	5626432	Buyers 6" oval LED STT/Backup/and Strobe combination light (32 LED)	76.64	153.28
1.00	MWL-19	SPREADER LIGHTS: Maxxima LED clear work light * Installed under body on driver side	35.92	35.92
1.00	PAINT HOIST & SUBFRA	PAINT & UNDERCOAT: Prime Where needed and Paint Hoist & Subframe to black	290.29	290.29
1.00	PAINT PINTLE HITCH	Paint Pintle Hitch	158.73	158.73
1.00	Under Coat	Under coat dump body 8-10' body	350.00	350.00
1.00	PAINT-MISCEL	Paint Miscel	220.22	220.22
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued



QUOTATION

Quote Number: 240160I-SWL
 Quote Date: Feb 13, 2024
 Page: 11

2168 East 88th Drive
 Merrillville, Indiana 46410

Voice: (219)795-1448
 Fax: (219)736-0892

Quoted To:
Winnetka, Village of 510 Green Bay Rd. Winnetka, IL 60093 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requoted. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Winnetka-01	3/14/24	Net 30 Days	51622

Quantity	Item	Description	Unit Price	Amount
		MISCELLANEOUS, FREIGHT, INSTALLATION:		
2,327.80	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.	1.00	2,327.80
3,235.00	FREIGHT	FREIGHT	1.00	3,235.00
130.00	INSTALLATION	Lindco-Cives Installation Labor Hours	135.00	17,550.00
			Subtotal	75,884.00
			Sales Tax	
			TOTAL	75,884.00



Agenda Item Executive Summary

TITLE: Resolution No. R-19-2024: Waiving Bidding Requirements And Awarding A Contract To Illinois Pump, Inc. For The Repair Of A Low Lift Pump (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Water Plant Wet Well Building contains four pumps to move raw water from the wet well to the water plant for treatment. Each pump is rated at 8 million gallons per day. On peak summer days, the plant utilizes two of the four pumps to meet demand for potable water. In 2023, one of the existing low lift pumps started to exhibit abnormal vibration and the mechanical seal was leaking. After an inspection, it was determined that the pump needed to be repaired offsite. The pump was removed from service and the emergency spare pump was installed by Illinois Pump. The contractor, Illinois Pump, has examined the pump and recommended repairs at a cost of \$37,786.

The scope of the work includes the following:

- 1) Parts to be replaced include the following
 - Fabricate new case wear ring
 - Re-condition impeller
 - New stainless line shafts and bowl shaft
 - New upper and lower bronze bearings
 - New bronze line shaft bearings
 - New bronze stuffing box bearings
 - Re-condition mechanical seal
 - Replacement stainless hardware
- 2) Dynamic balance impeller rotating assembly
- 2) Clean and re-apply paint
- 3) Return pump to the Village Yards for storage

The 2024 Water Fund Budget contains \$30,000 in budgeted contingency for a low lift pump repair (Operations & Maintenance Account #520.61.40-567). This account contains \$186,100 of funding for other maintenance and operational expenses of the Water Plant. At this time, no specific offset has been identified for the additional \$7,786 of repair work beyond the budgeted contingency amount of \$30,000. Staff will monitor the trending of expenses during the fiscal year and does not expect this amount to impact budget adherence.

Illinois Pump has supplied a pump, serviced pumps, and completed off-site pump repairs for the Water Fund on prior occasions. The physical size of the pump (i.e. ~25 ft. in length) and the equipment required to remove it from service makes it difficult to transport the pump to other repair facilities for quoting purposes. The contractor has agreed to perform the work under the Village's terms and conditions. Resolution No. R-19-2024; prepared by the Village Attorney, waives bidding requirements and awards a contract to Illinois Pump for the repair of the low lift pump in the amount of \$37,786. When the repaired pump is returned to the Village, it will be the emergency spare to the pumps currently in service.

RECOMMENDATION:

Consider adoption of Resolution No. R-19-2024, waiving bidding requirements and awarding a contract to Illinois Pump for the repair of the low lift pump in the amount of \$37,786.

ATTACHMENTS:

1. Resolution No. R-19-2024: Waiving Bidding and Awarding a Contract to Illinois Pump, Inc. for the Repair of a Low Lift Pump

RESOLUTION NO. R-19-2024

**A RESOLUTION WAIVING BIDDING AND AWARDING A CONTRACT TO
ILLINOIS PUMP, INC. FOR THE REPAIR OF A LOW LIFT PUMP**

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 Village owns a low lift pump, which is necessary to the operation of the Village Water Plant (***“Pump”***); and

WHEREAS, the Village has identified the need to remove, assess, and repair the Pump (***“Work”***); and

WHEREAS, the Village has previously engaged Illinois Pump, Inc. (***“Contractor”***) for work related to low lift pumps and has been satisfied with the Contractor’s previous performance; and

WHEREAS, Contractor offered to, and the Village allowed Contractor to, remove the Pump and transport it to Contractor’s place of business in order to disassemble the Pump and assess the scope of the Work that will be required to return the Pump to working order; and

WHEREAS, due to the nature of the Work, and the impracticality of transporting and repeatedly disassembling the Pump as necessary to facilitate multiple bids, the Village has determined that it is impractical to put the Work out for bid; and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, the Village’s bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village’s home rule authority; and (ii) award a contract to Contractor for the Work for a total amount not to exceed \$37,786.00 (***“Contract”***); and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve 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: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Work.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. 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 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval by the vote of two-thirds of the Trustees.

ADOPTED this 20th day of February, 2024, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

CONTRACT FOR REPAIR OF SPARE LOW LIFT PUMP

Full Name of Contractor: Illinois Pump Inc. ("**Contractor**")

Principal Office Address: 1801 Winnetka Circle, Rolling Meadows, Illinois, 60008

Contact Person: James Shanley

Telephone Number: (847) 368-7867

TO: Village of Winnetka ("**Village**")
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Brian Keys
Telephone Number: (847) 716-3556
Email: bkeys@winnetka.org

1. Work

A. Contract and Work. Contractor must, 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, to 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, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to:

Disassemble and inspect the Village's spare low lift pump ("**Pump**"), inspect the Pump to assess the scope of new materials and components ("**Repair Materials**") and repair-related labor ("**Repair Labor**") necessary to repair and rebuild the Pump; repair and rebuild the Pump; transport the Pump back to the Village Yards; dispose of all removed items, all as more fully described in the Contractor Proposal attached hereto and incorporated herein as **Exhibit A** (collectively, the "**Work**").

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 and policies of insurance specified in this Contract;

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

5. Miscellaneous. Do all other things required of Contractor by this Contract; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, 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. Prior Authorization of Repair Labor and Materials. After performing the Inspection, but prior to ordering or obtaining any Repair Materials or performing any Repair Labor, the Contractor must provide the Village with a written report detailing the necessary Repair Materials and Repair Labor and receive the Village's written authorization to order the proposed Repair Materials and perform the proposed Repair Services.

C. Performance Standards. Contractor agrees that all Work must be fully provided, performed, and completed in accordance with the quality and standards typical of contractors providing similar services for similar projects within the State of Illinois.

D. Responsibility for Damage or Loss. Contractor proposes, and agrees, that Contractor will be responsible and liable for, and will promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

E. Inspection/Testing/Rejection. Village will 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 Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and the Village, without limiting its other rights or remedies, may require correction or replacement at Contractor'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 Contractor 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 Contractor's expense and risk.

2. Contract Price

The Contractor must 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, the Village agrees to pay the Contractor a total Contract Price of: \$37,786.00.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change;
2. The Village 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; and
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.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments must be within 30 days after receiving an invoice from Contractor and the Work is completed.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment must include

Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor will commence the Work in accordance with a commencement date agreed to between Contractor and the Village ("**Commencement Date**"), provided Contractor must have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract. Contractor must perform the Work diligently and continuously and must complete the Work not later than 60 days after the Commencement Date ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village will extend the Time of Performance; provided, however, that Contractor will be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

A. Insurance. Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies must be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below will be deemed to be minimum coverages and limits and will not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that must be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits may not be less than:

Worker's Compensation: Statutory

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

Such insurance must evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits may not be less than:

\$2,000,000 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 must specifically include the indemnification set forth below.

4. Umbrella Liability

Limits may not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy must apply in excess of the limits stated in 1, 2, and 3 above.

B. Indemnification. Contractor must indemnify and hold harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

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

5. Contractor's Representations and Warranties

In order to induce the Village to accept this Contract, Contractor represents and warrants as follows:

A. The Work. The Work, and all of its components: (1) will be of merchantable quality; (2) will be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) will strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in this Contract; and (4) will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed under this Contract will be in addition to any other warranties expressed or implied by law, which are reserved unto the Village. Contractor, promptly and without charge, will correct any failure to fulfill the warranty provided in this Section 5 at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in this Contract or by law, provided that Contractor installs the Pump for the Village. Contractor agrees that, at the Village's request within the two-year warranty period, Contractor shall install the Pump pursuant to its most favorable pricing offered to other customers. Customer acknowledges that this two-year warranty shall not apply in the event that Contractor does not install the Pump within the warranty for the Village. The warranty provided in this Section 5 will be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work will be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 5.A relates only to the specific obligation of Contractor to correct Work and will not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, will be provided, performed, and completed in compliance with, and Contractor 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.* any other prevailing wage laws; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* or any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "Act"). Contractor agrees to pay its laborers, workers, and mechanics performing the Work no less than the current prevailing rate of wages as required by the Act. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors

rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. **Not Barred.** Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (ii) 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 (iii) 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. Contractor 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 Contractor 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.** Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth in Section 3.

F. **Authority to Execute.** By submitting its contract proposal, Contractor represents and warrants that the person(s) executing this Contract on its behalf have been given the authority to do so by the Contractor. This representation may not be modified by any amendment to, or strike-through of, the contract proposal.

G. **Sexual Harassment Policy.** Contractor warrants, represents and certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

H. **Substance Abuse Prevention Program.** Contractor warrants, represents and certifies that it has a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and, if awarded the Contract for the Work, will file a copy of the program with the Village prior to the Commencement Date.

6. **Acknowledgements**

Contractor acknowledges and agrees that:

A. **Reliance.** The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

B. **Remedies.** Each of the rights and remedies reserved to the Village in this Contract will be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

C. **Time.** Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days will be construed to refer to calendar days and time.

D. **No Waiver.** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract; nor any other act or omission of the Village will 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 Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Village.

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

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

G. **Assignment.** Neither this Contract, nor any interest herein, may be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of the Village.

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

I. Certified Payrolls. Contractor must, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll must consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll must be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within this State.

J. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor may at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

K. Third Party Beneficiaries. No claim as a third party beneficiary under this Contract by any person, firm, or corporation may be made or be valid against the Village.

L. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Contract, the terms and provisions of this Contract will control.

M. Informative Exhibit. The section of Exhibit A titled "Scope of Supply" is included as an informative document with the sole purpose of providing additional context and detail with regards to the anticipated Repair Labor and Repair Materials. All other sections of Exhibit A including, without limitation, the "Special Notes" and "Terms & Conditions" sections, will neither govern nor

inform any interpretation, subject matter, rights, or duties provided in this Agreement. The terms and provisions of this Agreement, other than Exhibit A, provide all mandatory rules governing the Scope of Supply, Repair Labor, Repair Materials, and Work.

[SIGNATURE PAGE FOLLOWS]

DATED this _____ day of _____, 2024

ATTEST:

By: _____
Village Clerk

VILLAGE OF WINNETKA

By: _____
Village Manager

ATTEST:

By: _____

Title: _____

ILLINOIS PUMP INC.

By: _____

Its: _____
President

Reference Illinois Pump

Quote # 24-IP-011460-JAS

EXHIBIT A

CONTRACTOR PROPOSAL

Scope of Supply: Rebuild Vertical Turbine – Spare Low Lift Pump

Illinois Pump will provide labor, material, and equipment to:

1. Remove (1) pump (vertical turbine pump) & motor from installation with our crane
2. Transport to our shop for disassembly & inspection
 - above, already completed on prior job
3. Pump Repair (1 stage)
 - check all parts to our “rebuild” and factory specifications
 - parts to be replaced:
 - fabricate new case wear ring
 - machine impeller wear ring to match
 - re-condition impeller (ceramic coat vanes)
 - new bowl shaft (stainless steel)
 - new line shafts (stainless steel)
 - new lower & upper bowl bearings (bronze)
 - new line shaft bearings (bronze)
 - new stuffing box bearings (bronze)
 - re-condition cartridge mechanical seal
 - gaskets
 - grade 5 hardware (stainless steel)
 - if additional parts are needed, see Special Notes
 - dynamic balance impeller rotating assembly (for variable speed, max. speed = 1750 rpm)
 - clean all surfaces (inside and out)
 - re-apply epoxy paint Tnemec pot-a-pox, includes interior column pipe (white)
4. Motor Repair:
 - pump only, no motor work at this time
5. Remove & discard all worn and/or replaced items
- 6 Transport repaired pump to Village Yards (1390 Willow Road)



Agenda Item Executive Summary

TITLE: Resolution No. R-20-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: February 20, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Village began utilizing Ankura for consulting services related to information technology beginning in 2020.

EXECUTIVE SUMMARY:

Ankura has submitted a renewal proposal to continue to perform consulting services related to information technology for fiscal year 2024. The total cost of the agreement will range from \$171,850 to \$185,300 which is a slight decrease from last year's contract which had a range between \$172,850 to \$187,850. The total annual spend for the fiscal year will vary depending on the extent of utilization. This item is a fully budgeted expenditure for 2024 out of the Information Technology Fund. Ankura has provided the Village similar services at an exemplary level and are uniquely qualified to continue consulting for the Village.

RECOMMENDATION:

Staff recommends approving Resolution No. R-20-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services.

ATTACHMENTS:

1. Resolution No. R-20-2024: Approving an Agreement with Ankura Consulting Group, LLC for Consulting Services

RESOLUTION NO. R-20-2024

**A RESOLUTION APPROVING AN AGREEMENT WITH ANKURA CONSULTING
GROUP, LLC FOR CONSULTING SERVICES**

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 Village desires to retain a firm to provide the Village cybersecurity risk mitigation services (***“Services”***); and

WHEREAS, the Village has extensively researched firms that provided Services; and

WHEREAS, the Village desires to retain Ankura Consulting Group, LLC (***“Consultant”***) to provide the Services; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to approve an agreement with Consultant to perform the Services;

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 an agreement with Consultant for the Services substantially in the form of **Exhibit A** (***“Agreement”***) attached hereto and in a final form approved by the Village Manager.

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, on behalf of the Village, the final Agreement.

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]

ADOPTED this 20th day of February, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

January 8, 2024

Rob Bahan
 Village Manager
 Village of Winnetka
 510 Green Bay Road
 Winnetka IL 60093
 847-501-6000
 RBahan@winnetka.org

Re: Village of Winnetka Cyber Risk Mitigation Services

Dear Mr. Bahan:

This Statement of Work (the “SOW”), together with the Engagement Letter and the Terms of Business, (the “**Engagement Letter**” and “**Terms of Business**”), dated **December 31, 2020**, confirms the retention of Ankura Consulting Group, LLC (“**Ankura**”), effective as of **January 1, 2024**, by Village of Winnetka, (collectively, with its subsidiaries and affiliates, the “**Company**” “**Client**” or “**Village of Winnetka**”). Ankura and Client may herein be referred to as the “**Parties**”.

WHEREAS, pursuant to the LOE Ankura was retained by Client to provide consulting services to Client as set forth in the LOE:

THEREFORE, Ankura and Client agree as follows, effective as of the Effective Date:

1. Scope of Engagement: Pursuant to this Statement of Work, Ankura will provide the following services as set forth below, the “**Services**”):

Ankura Recommendations	Ankura Supporting Solutions	Ankura Fees
Governance - Establish InfoSec roles - Establish Audit function and role	CISO as a service - Ankura staff augmentation/embedded with VoW (5 hours bi-weekly: every 2 weeks) - Provide cybersecurity strategy and program development guidance	\$25K/year
Privilege management of accounts	Obsidian deployment/monitoring - Monitoring of O365 environment, additional SaaS products monitoring at no extra cost as Obsidian supports - SaaS product that establishes connections to existing products via API	\$25K/year + \$17,850 (License Fee)
Managed Detection and Response Services	MDR Service - Includes existing CB monitoring solution – MDR Endpoint (\$47K) inclusive of CB EDR and NGAV licensing - Network Traffic Analysis	\$95K/year
Test of Incident Response Plan (2024 relationship discount 10%)	Tabletop Exercise 3 Scenario Exercise	\$22.5K – Three Scenarios or \$9K – One Scenario

- | | | |
|--|--|--|
| | <ul style="list-style-type: none"> • After Action Report with Gap Recommendations | |
|--|--|--|

2. Fees and Expenses: For the following Ankura Services:

CISO as a Service

the Client agrees to pay to Ankura the following fees (the “Fees”) based on the actual time for Services rendered at the hourly rates set forth in the table below. Our Fees are not contingent on the substance of our findings, analyses, work product, and/or outcome of the Services. Our hourly rates are as follows:

ALL ANKURA LEVELS **\$300** per hour

Our hourly rates are based on the experience and skills of the personnel involved. Ankura does not predict or warrant the outcome of any particular matter or issue, and our fees are not dependent on such outcomes. From time to time, we may give you an estimate of Fees and Expenses relating to the Services. Please be advised that such estimates are subject to many unknown or uncontrollable variables. As such, they are only intended as approximate projections at the time they are provided, and will be subject to engagement facts and circumstances.

For the following Ankura Services:

Managed Detection and Response (MDR) including Obsidian Monitoring

the Client agrees to pay to Ankura **\$137,850** (the “Fees”) payable monthly in twelve equal payments.

For the following Ankura Services:

Tabletop Exercise(s)

the Client agrees to pay Ankura either **\$9,000** or **\$22,500** (the “Fees”), dependent on whether the Client agrees to one scenario or three scenarios respectively. This includes a **10%** relationship discount for 2024.

Our Fees are not contingent on the substance of our findings, analyses, work product, and/or outcome of the Services. Ankura does not predict or warrant the outcome of any particular matter or issue, and our fees are not dependent on such outcomes. Our Fees are based on the experience and skills of the personnel involved and are adjusted periodically. All invoices will be submitted, and Client payment made in U.S. Dollars.

3. Term and Termination of Statement of Work: This Statement of Work shall be effective upon execution by all the parties and continue until the earlier of (i) conclusion of the Services or (ii) termination in accordance with this Section. If either party hereto desires to terminate the engagement, it may do so at any time for any reason by giving fourteen (14) days written notice to the other party. In such event, Ankura will be paid for fees and expenses incurred through the termination date, including any fixed fees associated with the Services. Any termination of the Statement of Work shall not affect any provisions that survive the termination hereof or Ankura’s right to receive payment of fees earned and expenses incurred by Ankura through the date of termination, and you shall immediately pay or cause to be paid all such reasonable Fees and Expenses due and owing. If a report, deposition, declaration, trial testimony or any other form of deliverable is requested or required, Ankura reserves the right to require payment of any then outstanding fees and expenses (regardless of whether such amounts were previously invoiced and/or are past due) prior to submission of, or appearance for, such report, deposition, declaration, or trial testimony.

4. Entire Statement of Work; Amendments: This Statement of Work, together with the Engagement Letter, represents the entire agreement between the parties in relation to the Services, supersedes all

previous agreements relating to the subject matter hereof (should they exist) and may not be modified or amended except in a subsequent writing, signed by all of the parties hereto. In the event of a conflict between this SOW and the Terms of Business or any other letter or communication regarding the provision of the Services, the Terms of Business control unless this SOW specifically states otherwise.

5. Counterparts: This Statement of Work may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

[Signature pages follow.]

If the foregoing correctly sets forth our understanding, please indicate your acceptance thereof in the space provided below, whereupon this Statement of Work and your acceptance shall constitute a binding agreement.

If you have any questions, please call me at 917.685.9504. We look forward to working with you on this matter.

Ankura Consulting Group, LLC

By: _____
Name: Jason Straight
Title: Senior Managing Director
Email: jason.straight@ankura.com

With a copy to
485 Lexington Avenue, 10th Floor
New York, NY 10017
Attn.: General Counsel

Accepted and agreed:

COMPANY:

Village of Winnetka

By _____
Name:
Title:
Address:
E-mail:
Date: