



Village of Winnetka

Village Council Regular Meeting

March 5, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. March 12, 2024 Study Session
 - b. Thursday, March 21, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
 - a. Landmark Preservation Awards Presentations
6. **Establishment of Consent Agenda**
7. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. February 6, 2024 Special Closed Session
 - ii. February 6, 2024 Regular Meeting
 - b. Approval of Warrant List Dated February 9, 2024 - February 22, 2024
 - c. Resolution No. R-21-2024: Approving an Extension Agreement for Professional Services with Strand Associates Inc. for Engineering and Other Related Work Related to Design and Construction Services for the Water Plant (Adoption)
 - d. Resolution No. R-22-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Siemens Industry, Inc. for the Purchase of a 15KV Circuit Breaker (Adoption)
 - e. Resolution No. R-23-2024: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption)
 - f. Resolution No. R-26-2024: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot and Station Park for a Farmers Market (Adoption)

NOTICE

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

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

- g. Resolution No. R-29-2024: Awarding a Contract to Total Elevator Service LLC for the Elevator Modernization Project (Adoption)
- h. Resolution No. R-30-2024: Approving a Contract with Northern Divers USA, Inc. for Intake Cleaning and Video Inspection (Adoption)
- i. Resolution No. R-31-2024: Waiving Bidding Requirements and Awarding a Contract to Bosak Ford for the Purchase of a Vehicle (Adoption)
- j. Resolution No. R-32-2024: Extending a Contract with Christy Webber & Company for Landscape Maintenance Services (Adoption)
- k. Approval of Annual Outdoor Seating Area Permits (Adoption)
- l. Approval of Amended Village Council Meeting Schedule for 2024

8. Ordinances and Resolutions

- a. Ordinance No. MC-04-2024: Amending Chapter 15.60 of the Winnetka Village Code Concerning Window Sign Regulations (Introduction/Adoption)
- b. Resolution No. R-24-2024: Approving an Outdoor Dining Agreement with Paradise Food Italia LLC D/B/A Tocco (Adoption)
- c. Resolution No. R-25-2024: Approving an Outdoor Dining Agreement with Good Grapes, LLC (Adoption)
- d. Resolution No. R-27-2024: Approving a Non-Exclusive Agreement for Use of Winnetka Property for the Winnetka Music Festival (Adoption)
- e. Resolution No. R-28-2024: Approving an Agreement with A. Lamp Concrete Contractors, Inc. for the 2024 Street Rehabilitation and Public Improvement Project (Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment



Agenda Item Executive Summary

TITLE: Landmark Preservation Awards Presentations

PRESENTER: Chris Marx

AGENDA DATE: March 5, 2024

CONSENT: No

ITEM TYPE: Reports

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

At the March 5, 2024, Village Council meeting, the Landmark Preservation Commission will present the 2023 Preservation Awards to four property owners and their architects.

Each spring, the Landmark Preservation Commission accepts nominations for the annual Preservation Awards program. The Preservation Awards program seeks to honor those construction projects in the village that help preserve the history and character of the community. There are three award categories: restoration, rehabilitation, and new construction. Residential, commercial, and institutional properties are eligible to be nominated for an award. Nominations may be submitted by any individual; however, they do require the consent of the property owner. To be eligible, the project must have been on the exterior and completed within the past five years.

This year, the Commission is pleased to present the following properties with an award for their projects:

- 500 Maple Street (Restoration)
- Owner: Nan Greenough

- 656 Ardsley Road (Restoration)
- Owners: Linda and David Machlachlan
- Architect: Chip Hackley - Hackley & Associates

- 740 Ardsley Road (Restoration)
- Owners: Neil and Angela Hughes
- Architect: Chip Hackley - Hackley & Associates

- 1100 Pelham Road (Rehabilitation)
- Owners: Kim and Thomas Handler
- Architect: Chip Hackley - Hackley & Associates

RECOMMENDATION:

Information only. No action to be taken.

ATTACHMENTS:

1. 2023 Preservation Awards PowerPoint Presentation



VILLAGE OF

PRESERVATION AWARDS - 2023

Winnetka Landmark Preservation Commission





AWARD CATEGORIES

- **Restoration**

- *“The project restores the property to its original appearance using original plans and required research. The project may be a full-scale or partial restoration. An example of a partial restoration would include replacement of an asphalt shingle roof with original roof material, or the restoration of a porch to its original condition.”*

- **Rehabilitation**

- *“The project is sympathetic to the building’s original design. Original plans and research materials are not available, but the project upholds the spirit of the building’s style, use of materials and finish. Room additions or garages represent examples of rehabilitation.”*

- **New Construction**

- *“Emphasizes the project's compatibility with its neighborhood. In this respect, issues regarding style, massing, scale, color, trees and context to adjacent properties feature in consideration.”*





500 MAPLE STREET

- Owner: **Nan Greenough**
- Project Scope:
 - **Restoration** including reconstruction of chimney and tuckpointing with original mortar color of medium brown, replacing a white grout.



Left: Brick wall on south facade; Top Middle: Chimney before; Top Right: Chimney after





656 ARDSLEY ROAD

4

- **Owners:** Linda and David Maclachlan
- **Architect:** Chip Hackley – Hackley & Associates
- **Project Scope:**
 - **Restoration** of 98-year-old estate home to French Normandy architectural style.
 - **Improvements** included a new chimney, reconstructed breezeway, new matching windows, and installation of stucco and natural stone exterior materials.



Top Left: Before restoration; Bottom Left: After restoration; Top Right: Reconstructed breezeway

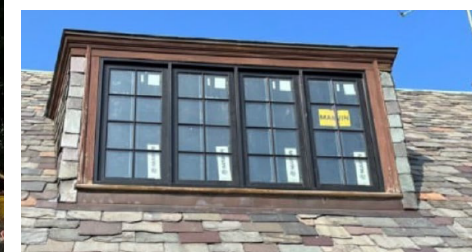




740 ARDSLEY ROAD

5

- **Owners:** Neil and Angela Hughes
- **Architect:** Chip Hackley – Hackley & Associates
- **Project Scope:**
 - **Restoration** of historic Tudor style home with modern improvements while maintaining most of its original materials and architectural integrity.
 - **Improvements** included a one-story addition with updates to electrical, plumbing, and windows.



Left: Restoration of southwest facade; Top Right: Restoration of appropriate materials including copper and brick; Bottom Right: New windows on roof dormer





1100 PELHAM ROAD

6

- Owners: **Kim and Thomas Handler**
- Architect: **Chip Hackley – Hackley & Associates**
- Project Scope:
 - **Rehabilitation** of 100-year-old home designed by noted North Shore architect Russell Wolcott with materials more consistent to original design.
 - **Improvements** included a new garage, reconstructed chimney, and modernization of living space with a light- colored brick façade of original Milwaukee Cream and Chicago Common brick.



Top Left: Before rehabilitation; Bottom Left: After rehabilitation; Top Center: Rear façade after rehabilitation; Right: Reconstructed chimney



Congratulations to the recipients! 7



Thank you for participating and contributing to the preservation of the historic character of Winnetka.



**MINUTES OF A WINNETKA VILLAGE COUNCIL
SPECIAL MEETING**

February 6, 2024

Approved: xx

A record of a legally convened Special Meeting of the Council of the Village of Winnetka, which was held in the Second Floor Conference Room on Tuesday, February 6, 2024, at 6:30 PM.

- 1) Call to Order. Village President Chris Rintz called the meeting to order at 6:30 p.m. Present: Trustees Robert Apatoff, Kirk Albinson, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: Trustees Rob Apatoff and Tina Dalman. Also Present: Village Manager Robert M. Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and 1 person in the audience.

Trustee Apatoff arrived at 6:31 p.m.

- 2) Public Comment.

- i. Ted Wynnychenko addresses Council regarding the release of closed session minutes.

- 3) Closed Session for the Purpose of Discussing Probable or Imminent or Pending Litigation Pursuant to Section 2(c)(11) of the Open Meetings of the Open Meetings Act.

Trustee Albinson, seconded by Trustee Apatoff, moved to adjourn to Closed Session for the Purpose of Discussing Probable or Imminent or Pending Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act. Under the motion, when the Council adjourns the closed session, the open meeting will automatically and immediately adjourn as well without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Albinson, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Dalman.

The Council adjourned into Closed Session at 6:33 p.m.

- 4) Adjournment. The Special Closed Session meeting ended at 6:59 p.m.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
February 6, 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, February 6, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: Trustee Tina Dalman. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Village Attorney Courtney Willits, Community Development Director David Schoon, Engineering Director Jim Bernahl, Finance Director Tim Sloth, and approximately 45 persons in the audience.
- 2) Pledge of Allegiance. Trustee Handler led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) February 13, 2024 Study Session All of the Council members present said they expect to attend.
 - b) February 20, 2024 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Ted Wynnychenko addresses Council regarding private construction along the lakefront.
 - ii. Katie Stevens addresses Council regarding Cook County dog fence ordinances, Park District plans regarding Centennial and Elder, and financial matters related to donations accepted by the Park District.
- 5) Reports.
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Establishment of the Consent Agenda.

Trustee Albinson seconded by Trustee Apatoff moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Village Council Minutes
 - i. January 9, 2024 Regular Meeting
 - ii. January 16, 2024 Study Session

- b) Approval of Warrant List Dated January 12, 2024 – January 25, 2024 in the amount of \$1,403,884.18.
- c) Resolution No. R-5-2024: Approving a Contract with Power Line Supply Company for the Purchase of 600 Volt Underground Cable (Adoption)
- d) Resolution No. R-9-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for Four 75 KVA Pad Mount Transformers (Adoption)
- e) Resolution No. R-10-2024: Waiving Bidding Requirements and Awarding a Contract to Currie Motors Commercial Center for the Purchase of a Police Vehicle (Adoption)
- f) Resolution No. R-11-2024: Approving a Contract with American Underground Inc. for Sanitary Sewer Inspection Services (Adoption)
- g) Resolution No. R-12-2024: Approving a First Contract Extension with Hoerr Construction, Inc. for Sewer Relining Work (Adoption)

Trustee Handler 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, Apatoff, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Dalman.

8) Ordinances and Resolutions.

- a) Ordinance No. M-17-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of a Pickleball Court for Existing Residence Within the R-2 Single Family Residential District (889 Sheridan Road) (Adoption)

At the January 23rd meeting, Council advised the applicant to further consider an alternate location for the pickleball court. Community Development Director David Schoon presents the proposed revised plans submitted by the applicant.

Council commends the relocation of the pickleball court.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-17-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Dalman.

- b) Ordinance No. MC-1-2024: Amending the Winnetka Zoning Ordinance to Establish Bluff Regulations for Development in the Steep Slope Area Along Lake Michigan (Adoption)

Community Development Director David Schoon presents the proposed steep slope Ordinance reflecting Council's directed revisions at the January 23rd meeting regarding clarification of bluff conditions, clarification of the Engineering Director's authority, memorializing authorized waivers, clarification of expanded scope of authorized variations, addressing concerns regarding existing structures becoming non-conforming, consideration of changes to setback requirements for boathouses. In addition, Council considers changes to the proposed Ordinance relating to shelf and backfilling of retaining walls within the steep slope zone and slope transition area as well as exceptional engineering.

Public Comment

Steve Juliussan addresses Council regarding consideration of enhancements to the Ordinance based on science.

Mark Karasik, Baker & McKenzie Law Firm, addresses Council regarding concerns on the adoption of the ordinance and matters related to the preservation of the bluff. Mr.

Karasik states that if the Ordinance is adopted, “We will see you in court.”

Vijay Kotte addresses Council regarding the impacts and implications of the ordinance to homeowners along the lakefront.

Laurie Petersen commends Council for its interest in the community and preserving the community.

Louise Holland addresses matters related to the history of zoning changes and historic preservation and commends the effort to enhance the Ordinance.

Irene Smith addresses Council regarding the history and preservation of the bluff and shoreline.

John Root commends Council on matters related to jurisdiction on the lakefront and the importance of preserving the shoreline.

Jane Irwin addresses Council regarding property value concerns.

King Poor commends Council for their implementation of the Ordinance to protect the bluff and property owner rights.

Andy Cripe asks Council to further consider the language of the ordinance and engagement with the lakefront property owners.

Susie Schrieber addresses Council on the protection of the shorelines.

Katie Stevens addresses Council regarding the history of the bluffs and property owner rights.

David Stevens addresses Council regarding rules and regulations that will provide protection for the bluff.

Ted Wynnychenko addresses Council regarding public and private use of the lakefront and matters related to zoning regulations.

Bill Jackson addresses Council regarding the impact of property value and compensation matters due to implications of adopting the ordinance.

Mandy Day expresses concerns regarding the implications of the adoption of the Ordinance, impacts on property value and permitting, and urges Council to reconsider adoption of the Ordinance.

Steve Fussel addresses Council regarding the implications on lakefront homeowners as a result of the adoption of the Ordinance and the financial responsibility of those homeowners.

Mike Hara addresses Council regarding property value and property construction.

David Venkus addresses Council regarding protection of the bluff and property value.

Council discusses matters related to shelf and backfilling of retaining walls, protection and restoration regulations related to the bluff and existing structures, and requests for variances.

Trustee Orsic addresses comments regarding lakefront property sales, emphasizes the importance of enhancing lakefront rules and regulations, and states the historic context of concerns related to the bluff with previous Village Councils.

Council members emphasize the importance of their involvement with lakefront

homeowners, deliberations, various discussions, and amendments to the Ordinance in order to enhance protection of the bluffs along the lakefront and protect homeowner rights.

President Rintz addresses members of the public regarding the improved regulations of the proposed Ordinance and emphasizes consideration of discussions amongst lakefront homeowners and Village Trustees.

Trustee Dearborn commends the work of the Council regarding all matters along the lakefront and states from his standpoint that the Village will defend itself against any litigation.

Trustee Albinson emphasizes the value of the preservation of bluffs and benefits of the adoption of the Ordinance.

Village Attorney Peter Friedman reads various additional revisions to the Ordinance for Council consideration.

Trustee Handler, seconded by Trustee Dearborn, moved to adopt Ordinance No. MC-1-2024 with the proposed revisions identified by the Village Attorney. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Dalman.

c) Resolution No. R-6-2024: Establishing the Fees for the Processing of Lakefront Construction Permit Applications and Steep Slope Regulations Permit Applications (Adoption)

Council reviews the establishment of fees for processing of lakefront construction permit applications and steep slope regulation permit applications.

Trustee Handler, seconded by Trustee Dearborn, moved to adopt Resolution No. R-6-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Dalman.

d) Resolution No. R-7-2024: Approving an Agreement with Di Meo Brothers, Inc. for Construction Services for the Crow Island Stormwater Storage and Conveyance Project (Adoption)

Engineering Director Jim Bernahl provides historic information regarding the Crow Island Stormwater Storage and Conveyance Project and advises Council that the phases of the project will consist of underground storage installation, earthwork and grading, box storm sewer installation, watermain installation, and restoration.

Mr. Bernahl presents Council with an exhibit incorporating the areas impacted by the construction. Additionally, Mr. Bernahl presents the contractors, original and modified bid totals, and cost saving reductions by removing items from the contract.

Finance Director Tim Sloth provides information related to project costs, funding, and grants.

Council discusses cash balance, grant impacts, and cost reductions.

Trustee Apatoff, seconded by Trustee Handler, moved to adopt Resolution No. R-7-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Dalman.

- e) Resolution No. R-8-2024: Waiving Competitive Bidding and Awarding a Contract to Christy Webber Landscapes for Landscaping Services (Adoption)

As part of the Crow Island Stormwater Storage and Conveyance Project, the Village has made a commitment to remove and rebuild the landscape berm.

Engineering Director Jim Bernahl presents the proposed landscaping plans, plantings, species. Additionally, Mr. Bernahl advises Council of project costs and matters related to bidding.

President Rintz commends the landscape plans and project costs.

Because Council is waiving competitive bidding, this requires a two-thirds vote.

Trustee Apatoff, seconded by Trustee Orsic, moved to adopt Resolution No. R-8-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustee Dalman.

- 9) Old Business. None.

- 10) New Business. None.

- 11) Appointments: None.

- 12) Closed Session: None.

- 13) Adjournment. President Rintz asks for motion to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:47 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated February 9, 2024 - February 22, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated February 9, 2024 - February 22, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated February 9, 2024 - February 22, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-21-2024: Approving an Extension Agreement for Professional Services with Strand Associates Inc. for Engineering and Other Related Work Related to Design and Construction Services for the Water Plant (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The primary point of water production is the Water Plant, which consists of a clear water basin which supplies five high lift pumps (HLP). Potable water is pumped through three transmission mains leaving the Water Plant. Two of the mains are 16" mains heading due west of the Plant. The third main is a 20" main that heads due south of the plant. These mains are vital to the operation of the potable water system and based on Village records are of an age where the Village has deemed their rehabilitation or replacement a priority. As a part of the 2024 Water Fund Budget, funding has been allocated to engage professional engineering services to assist the Village in developing a solution.

EXECUTIVE SUMMARY:

As part of the approved 2024 Water Fund Budget, funding in the amount of \$230,000 (account #520.60.01-551) is allocated for the assessment and design of a solution to rehabilitate the water plant transmission mains. The total scope of the professional services also includes: preparing drawings and technical specifications for bidding on the project, assisting the Village in bid solicitation and evaluation for construction services and engineering services during construction.

Request for Proposal (RFP) #023-004 was issued for the professional services required for the design of the water plant transmission mains. On April 25, 2023 a bid notice (RFP #023-004) was advertised in the Winnetka Talk and posted to the on-line bidding service Demand Star. Proposals were opened on May 25, 2023. Five companies submitted proposals.

Village staff evaluated the proposals by multiple types of criteria; expertise, project understanding, responsiveness, fees, reputation and experience with the firm. Strand & Associates scored the highest in the selection process evaluation and submitted an original cost proposal of \$222,600. The firm was determined to have good project comprehension and identified a number of technical details that were not identified by other firms. Following the proposal analysis, the project was carried into 2024 based on inadequate funding in the FY23 Budget (\$80,000.) Strand & Associates has provided an updated cost proposal of \$299,650 to be allocated over the four-year project completion. This increased cost reflects updated labor prices for senior level staff assigned to the project as well as adjustments to reflect the four-year project timeline.

The Village has previously utilized Strand & Associates on both projects for the Electric Fund and Water Fund. Based on previous experience with Strand & Associates, quality of work and commitment to meet agreed-upon deadlines, staff recommends the award of the work to Strand & Associates.

At the February 21, 2017, Village Council Meeting, the Council approved a Master Professional Services Agreement with Strand & Associates. The Master Services Agreement addresses specific terms and conditions agreed to by both parties and avoids the time-consuming work of renegotiating them for each project. The agreed upon terms and conditions from the approved Master Professional Services Agreement in conjunction with the consultant's proposal constitute the contract.

Due to the critical nature of the Water Plant operations and the seasonality of the demand on the system, staff anticipate that this will be a multi-year phased construction cycle. Staff anticipates the total cost of the Professional Services to be spread out over multiple budget years. For FY2024, planned expense from the Water Fund will be \$150,950. The remaining cost will be allocated over the FY2025-FY2027 Water Fund Budgets as shown below.

Fiscal Year	Allocated Cost
FY2024	\$150,950
FY2025	\$51,000
FY2026	\$53,600
FY2027	\$44,100

Once design services have been completed, actual installation of main will occur in the winter months when demand is lowest for the system. Staff will incorporate the estimated construction costs provided by Strand & Associates into the Water Fund 5 Year Capital Improvement Plan and allocate funds accordingly in subsequent budget years to cover the construction costs.

Resolution No. R-21-2024, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest a contract with Strand & Associates in an amount of \$299,650 for the required professional services.

RECOMMENDATION:

Consider adoption of Resolution No. R-21-2024 Approving a Professional Services Agreement with Strand & Associates for Engineering Design & Construction Services for the Water Plant Transmission Mains in an amount not to exceed \$299,650.

ATTACHMENTS:

1. Resolution No. R-21-2024: Approving an Extension Agreement for Professional Services with Strand Associates, Inc. for Water Main Design Services

RESOLUTION NO. R-21-2024

**A RESOLUTION APPROVING AN EXTENSION AGREEMENT FOR
PROFESSIONAL SERVICES WITH STAND ASSOCIATES, INC. FOR
ENGINEERING AND OTHER RELATED WORK RELATED TO DESIGN AND
CONSTRUCTION SERVICES FOR THE WATER PLANT**

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 issued Request for Proposal No. 23-004 ("**Request for Proposals**") seeking qualified firms to perform professional services for the design and construction of the water plan transmission mains ("**Services**"), which Services include preparing drawings and technical specifications for bidding the project, assisting the Village in bid solicitation and evaluating construction services and engineering services during construction; and

WHEREAS, the Village received five proposals ("**Proposals**") for the Request for Proposals from consultants to perform the Services; and

WHEREAS, after evaluation of multiple types of criteria including, expertise, project understanding, responsiveness, fees, reputation and past experience, staff determined that Strand & Associates, Inc. ("**Consultant**") scored the highest in the selection process out of the Proposals; and

WHEREAS, on February 21, 2017, the Village approved a Master Professional Services Agreement with Consultant that includes services for a separate stormwater projects in the Village ("**Master Services Agreement**"), and Consultant has agreed to provide the Services for a fee not to exceed \$299,650.00 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 5th day of March, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EXTENSION AGREEMENT

EXHIBIT A
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

Provide engineering services for the Water Treatment Plant Distribution Main from the High Service Pump Station to the distribution system 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 31, 2027 ("**Time of Performance**").

SECTION 3. COMPENSATION

The total amount paid by the **Village** for the Services pursuant to this **Extension Agreement** shall not exceed the amount of \$299,650 including reimbursable expenses, without the prior express written authorization of the **Village** Manager. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of the **Master Agreement**.

EXHIBIT A

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**: Brian L. Hackman, P.E., P.H., BCEE; Michael R. Waldron, P.E.

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 the **Consultant** nor any person employed or associated with the **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 the **Consultant** nor any person employed by or associated with the **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**

EXHIBIT A

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.

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

ATTEST:

VILLAGE OF WINNETKA

Authorized Signer

Date

Robert Bahan

Date

Village Manager

Printed Name: _____

Title: _____

ATTEST:

CONSULTANT

STRAND ASSOCIATES, INC.®

Authorized Signer

Date

Printed Name: _____

Joseph M. Bunker

Date

Corporate Secretary

Title: _____

EXHIBIT A

SERVICES

Project Information

Services Name: Water Treatment Plant Improvements Design, Bidding-, and Construction-Related Services.

Services Description: Prepare a report and final drawings and technical specifications for the Village to make improvements to its water treatment plant distribution main from the high service pumps to approximately 500 feet into the distribution system for the purposes of providing system redundancy and improving operations. An application for construction will be sought from the Illinois Environmental Protection Agency. Consultant will also provide bidding, construction administration, and construction observation services for one construction phase of the Village selected improvement project. Services will be provided in accordance with the Master Professional Services Agreement dated February 28, 2017.

Scope of Services

The Consultant will perform the following services.

Task A: Preliminary Design Report

1. Conduct a kickoff meeting with the Village to discuss project schedule, request for information, scope of services, and review the existing water treatment plant site. Perform a site walkthrough with Village staff to discuss facility features, constraints, and concerns. Produce and distribute meeting minutes.
2. Review Village-provided data for the water treatment plant, production and pumping history, and distribution main connecting the water treatment plant to the Village's water distribution system.
3. Conduct a high-definition building survey of the high service pump station for the purposes of developing a 3D model of the high service pump station and areas of the electric utility facilities that will be used to route discharge piping to the distribution system.
4. Conduct a site topographic survey of the water treatment plant exterior and related property along the water treatment plant distribution main from the south side of the plant to Valves 747 and 748 at the east end of Tower Road and to Valve 828 at Lloyd Park, approximately 500 feet total, for the purposes of developing base drawings for final design. Contact J.U.L.I.E to request utility locating prior to survey.

EXHIBIT A

5. Identify up to three potential alternatives for further evaluation. The evaluations for the alternatives will include the following:
 - a. Limits of pipe replacement or rehabilitation.
 - b. Associated equipment changes, materials, and constructability.
 - c. A preliminary construction sequence demonstrating water treatment plant (WTP) shutdowns and modifications to construct the alternatives while maintaining water production to the Village.
 - d. Potential temporary WTP control modifications to maintain distribution operation during construction.
 - e. Structural modifications based on existing site conditions, to install and support new and existing pipe arrangements with each alternative.
6. Conduct water system modeling using the Village's calibrated water system model, including:
 - a. Updates to the existing model based on updates to the water system indicated by the Village.
 - b. Evaluate base system pressures and fire flow level of service to compare to previous modeling efforts.
 - c. Model improved conditions for alternatives identified in Item No. 5 above.
 - d. Model impacts to the distribution system based on the preliminary construction sequencing and temporary piping arrangements to operate the water distribution system during construction. The modeling for this item anticipates the following:
 - i. Taking the 30-inch water main out of service and maintaining system conditions with a single 16-inch water main. This condition anticipates associated valves can be operated full open and closed.
 - ii. Taking the 20-inch water main out of service.
 - iii. Taking the two 16-inch water mains out of service, individually and concurrently.

EXHIBIT A

7. Evaluate the water system model results to update alternatives relative to:
 - a. Pipe sizing details.
 - b. Construction sequencing and production capabilities with level of service standards established by the Village.
 - c. The potential for water system surges and high differential flows given the pumped nature of the Village's water distribution system.
 - d. The Willow Road ground level storage tank and pump system operation.
8. Conduct two constructability review meetings on site with local water pipe lining contractors familiar with the Village's water system for the purpose of evaluating alternatives feasibility, project challenges, and design considerations.
9. Prepare a draft design report for the Village, based on the following outline:
 - a. Executive Summary
 - b. Section 1: Existing Facilities and Project Objectives
 - c. Section 2: Alternatives and Preliminary Construction Sequence
 - d. Section 3: Water System Modeling and Results
 - e. Section 4: Preliminary Plan
 - f. Section 5: Opinion of Probable Construction Costs (OPCC)
 - g. Section 6: Project Plan and Timeline
 - h. Appendices with Supporting Information
10. Conduct a draft report meeting and site visit with Village to review the draft report compared to existing site conditions. Consultant will update the draft report, as appropriate, based on comments received during the meeting.
11. Prepare a final design report describing the basis of the final alternative selected by the Village.

EXHIBIT A

Task B: Final Design Drawings and Technical Specifications

1. Assist the Village in identifying the scope of geotechnical investigations needed for this Project and soliciting proposals for the Village to contract directly for geotechnical services.
2. Develop engineering drawings, technical specifications, and updated OPCC for the entire Water Treatment Plant Improvement project for bidding by the Village based on the Village selected alternative. Drawings will be prepared using a combination of AutoCAD and Revit, generally including the following (estimate includes up to 20 sheets total):
 - a. Cover sheet and location map
 - b. Legend, general notes, symbols, and abbreviations
 - c. Existing conditions
 - d. Demolition plans
 - e. Improvement schematics
 - f. Improvement plans
 - g. Construction phasing and facility details
 - h. Landscaping plans, as appropriate for the areas of disturbance
 - i. Construction details
3. Review the engineering drawings and technical specifications with the Village through videoconferences at the 50 percent and 90 percent design completion. Village comments from the review will be incorporated in the drawings and specifications, as appropriate.
4. Update the drawings and specifications after the 90-percent design meeting and submit an Application for Construction to the Illinois Environmental Protection Agency (IEPA) for the purposes of obtaining a one-year duration Permit to Construct. For aspects of the project selected by the Village to be constructed beyond the one-year timeline, the Village shall request the necessary extensions to continue construction of the project into future years.
5. Provide the Village with final drawings and technical specifications for the Village's use in bidding following determination by the Village of the initial extent of project construction. Front end bidding documents shall be provided by the Village and

EXHIBIT A

include the Consultant as an additional insured along with indemnification by the contractor in the same manner and to the same extent as the Village.

Task C: Bidding-Related Services, Bid Advertisement

1. Attend one pre-bid meeting conducted by the Village.
2. Respond to bidder's questions and prepare addenda, as appropriate.
3. Attend one bid opening, prepare bid tabulation, and review bid results with Village.
4. Assist in construction contract award.

Task D: Construction Contract Administration Services

1. Prepare four sets of construction Contract Documents and provide to Village for execution by Village and contractor.
2. Prepare for and attend one preconstruction meeting. Prepare and distribute meeting minutes.
3. Review contractor's construction schedule and construction progress.
4. Review shop drawings for compliance with Contract Documents and maintain a shop drawing log. Up to 20 shop drawings are anticipated.
5. Respond to contractor requests for information (RFI) and maintain an RFI log. Up to four RFIs are anticipated.
6. Review work change directives and provide draft change orders to the Village for review and approval. Up to two work change directives and one change order are anticipated.
7. Review draft progress payments, process pay requests, and provide pay applications to the Village for review and approval. Consultant's review of Payment Requests from contractor(s) 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. Any such service by Consultant will be provided through an amendment to this Agreement.
8. Collect warranties and operation and maintenance manuals from contractor at completion of the project and provide to Village.
9. Provide record drawings in electronic format from information compiled from contractor's records. Provide drafting services only for record drawings based on the records presented by contractor or Village. Consultant shall not be liable for

EXHIBIT A

the accuracy of the record drawing information provided by contractor and/or the Village.

Task E: Construction Observation Services

1. Provide full-time construction observation by a Resident Project Representative (RPR). Full-time construction observation is defined as 260 hours total, or about 87 hours each year, during each three month construction schedule. In furnishing observation services, Consultant's efforts shall be directed toward determining for the 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.
2. Perform one site visit at Project Substantial Completion 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.
3. Perform one final site visit with Village to review project completion prior to commencement of contractor's warranty period and final payment.

The Village shall compensate Consultant for Services under this Extension Agreement a lump sum for Tasks A and B of \$140,450. Tasks C, D, and E shall be provided on an hourly rate basis plus expenses for a limiting fee of \$159,200.

Schedule

Services will begin upon execution of this Extension Agreement, which is anticipated prior to March 12, 2024 (Project Commencement Date). Services are scheduled for completion as follows:

Task	Estimated Completion Date
A: Preliminary Design Report	July 31, 2024
B: Final Design and Technical Specifications	September 30, 2024
C: Bidding-Related Services, Bid Advertisement	December 31, 2024
D: Construction Contract Administration Services	December 31, 2027
E: Construction Observation Services	December 31, 2027

The Schedule above is dependent upon review time, up to 90 days for the IEPA, required by the agencies indicated above.

EXHIBIT B

SPECIAL PROVISIONS

NONE

EXHIBIT C
COMPENSATION

The Village shall compensate the Consultant for Services under this Extension Agreement a fee not to exceed \$299,650, including reimbursable expenses.

Cost Proposal - UPDATED February 2024

Cost Proposal Reflects the Level of Effort Required to Meet Village Objectives

The engineering fee is based on our understanding of the requirements of the project and the associated manpower necessary to complete the project to a level of detail that ultimately provides the Village with consistent, competitive construction bids and minimal change orders.

We propose to provide engineering services for an estimated fee of \$299,450, including expenses. The following table summarizes the anticipated level of effort in terms of staff hours per task and cost to complete the scope of services outlined in the *Content Requirements and Documentation* section included in this proposal. Preparation of this level of effort is based on the extensive experience of our team preparing similar designs and our understanding of the Village's goals and objectives. Our proposed fees are based on the requested Task Nos. A through E.

We base the engineering fee for each project on the requirements of the project and on the staff hours needed.

Work Plan Item	Project Manager	Quality Control Engineers	Lead and Technical Engineers	Drafting and Clerical Support	Field and RPR	Hours	Fee
Preliminary and Final Design Tasks A&B	94	28	468	123	33	746	\$140,450
Bidding Task C	45	0	93	18	0	156	\$33,100
Year 1 (2024)	15	0	31	6	0	52	\$10,500
Year 2 (2025)	15	0	31	6	0	52	\$11,000
Year 3 (2026)	15	0	31	6	0	52	\$11,600
Construction Administration Task D	45	12	184	45	0	281	\$81,100
Year 1 (2025)	15	4	62	15	0	96	\$26,000
Year 2 (2026)	15	4	61	15	0	96	\$27,000
Year 3 (2027)	15	4	61	15	0	96	\$28,100
Construction RPR Task E	0	16	0	0	260	273	\$45,000
Year 1 (2025)	0	4	0	0	87	91	\$14,000
Year 2 (2026)	0	4	0	0	87	91	\$15,000
Year 3 (2027)	0	4	0	0	87	91	\$16,000
Totals	184	56	745	186	293	1464	\$299,650



Agenda Item Executive Summary

TITLE: Resolution No. R-22-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Siemens Industry, Inc. for the Purchase of a 15KV Circuit Breaker (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Approval of Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The 2024 Electric Fund Budget contains funding for the purchase of a replacement 15kV circuit breaker. Bid Number #023-022 was issued for the purchase of a new vacuum interrupter circuit breaker suitable for use in existing Federal Pacific switchgear located within the substation building.

The bid notice was posted to Demand Star and notices were sent to seven companies. Staff received a single bid from Siemens Industry Inc. on the bid opening date of January 4, 2024. Siemens quoted a replacement breaker manufactured by their company. The quoted price for the breaker is \$44,970. In the bid document, staff also requested that bidders provide a cost for on-site technical assistance. Technical assistance includes four hours of training for operating personnel related to the breaker's operation, design overview, manual operation, and preventative maintenance. Siemens quoted \$680 for the technical assistance. The total bid cost of the replacement breaker is \$45,650. The quoted lead time for the breaker is 40 weeks which includes 6 weeks of time for the pre-production drawing cycle.

The Siemens Industry bid contained exceptions the Village's bid document. The manufacturer took exception to the contract Terms and Conditions and one of the testing requirements. Staff was acceptable with the manufacturer's stated testing requirements. With the assistance of the Village Attorney, the Village negotiated acceptable Terms and Conditions which are contained in Addendum 1 to the Contract/Bid For 15kV Circuit Breaker Replacement.

The 2024 Electric Fund Budget contains \$50,000 (account #500.42.36-660) for the purchase of a 15kV circuit breaker. As a reference point, the Water & Electric Department purchased a 15kV circuit breaker in 2017 at a unit cost of \$31,700.

Resolution No. R-22-2024; prepared by the Village Attorney, rejects all bids, waives bidding requirements and awards a contract to Siemens Industry Inc. for the purchase of a 15kV circuit breaker in the amount of \$45,650.

RECOMMENDATION:

Consider adoption of Resolution No. R-22-2024, rejecting all bids, waving bidding requirements and awarding a contract to Siemens Industry Inc. for the purchase of a 15kV circuit breaker in an amount not to exceed \$45,650.

ATTACHMENTS:

1. Resolution No. R-22-2024: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract with Siemens for Replacement Circuit Breaker

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,
AND AWARDING A CONTRACT TO SIEMENS INDUSTRY, INC. FOR
THE PURCHASE OF A 15KV CIRCUIT BREAKER**

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 14, 2023, the Village issued Request for Bid #023-022 ("**Request for Bids**") for the purchase of one replacement 15kV circuit breaker ("**Replacement Circuit Breaker**"); and

WHEREAS, the Village received one bid ("**Bid**") from Siemens Industry, Inc. ("**Siemens**") to provide the Replacement Circuit Breaker and opened the Bid on January 4, 2024; and

WHEREAS, Siemens took exception to terms in the Request for Bids and, thus, the Bid is non-responsive to the Request 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 reasonable contract terms with Siemens for the purchase of the Replacement Circuit Breaker; and

WHEREAS, the Village Council desires to enter into a contract with Siemens for the purchase of the Replacement Circuit Breaker in an amount of \$45,650.00, 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 Siemens for the purchase of the Replacement Circuit Breaker; 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 Siemens for the purchase of the Replacement Circuit Breaker;

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 Replacement Circuit Breaker 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 Replacement Circuit Breaker.

SECTION 4: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Siemens 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 Siemens; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Siemens 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 5th day of March, 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 15kV Circuit Breaker Replacement

Full Name of Bidder:
Siemens Industry, Inc.

("Bidder")

Principal Office Address:

1000 Deerfield Parkway
Buffalo Grove, IL 60089-4513

Local Office Address:

1701 Golf Rd.
Rolling Meadows, IL 60008

Contact Name: Brianna Szczesuil Telephone: 224-200-5654

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. None (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.

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.

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
1	MV Replacement Breaker - 15DTR2-750-1200-58	See pricing form in Attachment A.	\$44,970.00	

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:

- (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.

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.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 40 Weeks from Order Placed, 2024.

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.

- 1) 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 24 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.

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 09 date of January 2024

ATTACHMENT A - SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is accepting bids from vendors for the purchase of a vacuum circuit breaker in new condition to be used in a Federal Pacific DST switchgear. The successful bidder will supply the specified equipment and the Village will install and operate the breaker in the existing switchgear to ensure the proper operation of breaker before the breaker is accepted and payment approved.

2. PROJECT DESCRIPTION AND SCOPE OF WORK

The Village has an existing Federal Pacific DST, 13.8 kV, main-tie-main configuration switchgear. The switchgear has been in operation since the 1970's. During late 1990's and early 2000's General Electric (GE) and Powell Electrical Manufacturing Company performed a major retrofit to replace the operating mechanism and to replace the interrupting method with vacuum interrupters on several FPE breakers.

The Village is interested in purchasing one (1) new vacuum interrupting circuit breaker to be used as an exact-fit replacement. Refurbished or retrofitted breakers shall not be considered.

3. VENDOR EXPECTATIONS

The Vendor shall be an authorized distributor or service center of electrical distribution equipment (circuit breakers) and provide applicable warranties on the equipment.

Technicians must be certified as being qualified for this work. The Village reserves the right to ask for evidence of previous experience and training in the form of letters of reference or written tests prior to awarding a contract.

The Vendor shall furnish, unless otherwise identified, the equipment as per this specification.

The Vendor shall provide a testing certificate which validates:

- Mechanical tests.
- Electrical tests.
- Insulation tests.
- Function testing of protection.

Vendors can request an inspection of the existing Federal Pacific Switchgear and breakers prior to submitting a bid. At least 24 hours' notice is required. Please contact Substation Manager, Samuel Carrasco, at 847-716-3603 to schedule an appointment.

The Vendor shall provide delivery of the equipment to Village of Winnetka Water & Electric Plant located at 725 Tower Road, Winnetka, IL 60093.

4. HISTORIC INFORMATION

- **Original breaker information**

Manufacturer: Federal Pacific
Year MFG: 1975
Rated: 13.8 KV
Serial Number BFA-0575268
Continuous Current Rated: 1200 amps
Close Voltage: 125
Trip Voltage: 125
Rated Frequency: 60 HZ
BIL: 95 KV
Rated MVA: 750
Wiring Diagram: 1500B0045

- **Reconditioned breaker by Powell Electrical Manufacturing Company**

Breaker Type: PVCB15-75-12-UCD
Serial Number: 981117
Rated Max Current: 29 KA RMS
Continuous Current Rated: 1200 amps
Nominal MVA: 750 MVA
Close & Latch: 78 KA RMS
Full Wave BIL: 60 KV
Rated Frequency: 60 HZ
Date MFR: 11/1998
Closing Coil: 125 VDC
Trip Coil: 125 VDC
Charging motor: 125 VDC

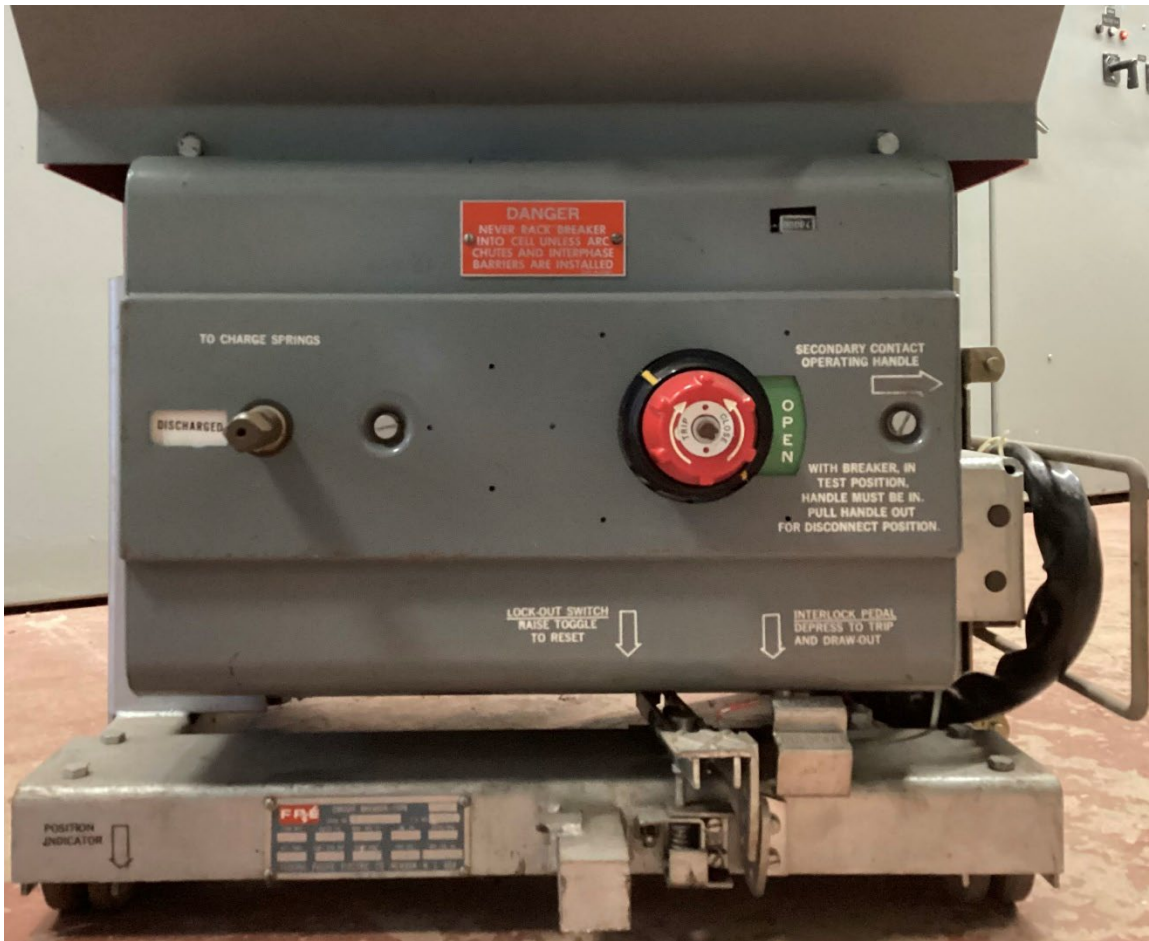
- **Reconditioned breaker by General Electric Company**

Type VR-5-15-750-1200-B
Rated: 15 KV
Rated Cont. Amps: 1200 Amps
Nominal MVA: 750 MVA
Rated Int. Amps: 28 KA
Maximum Int. Amps: 36 KA
Rated Frequency: 60 Hz
Close & Latch 58 KA RMS
Close Voltage: 125
Trip Voltage: 125
Rated Frequency: 60 HZ
BIL: 95KV

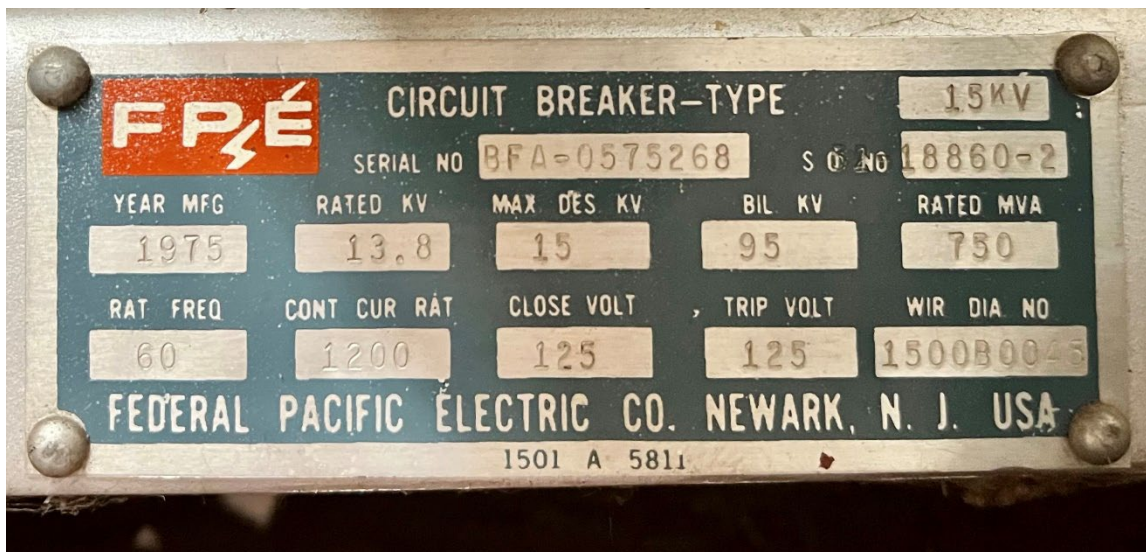
5. FPE CIRCUIT BREAKERS – PHOTO REFERENCE



5.1 Federal Pacific Breaker



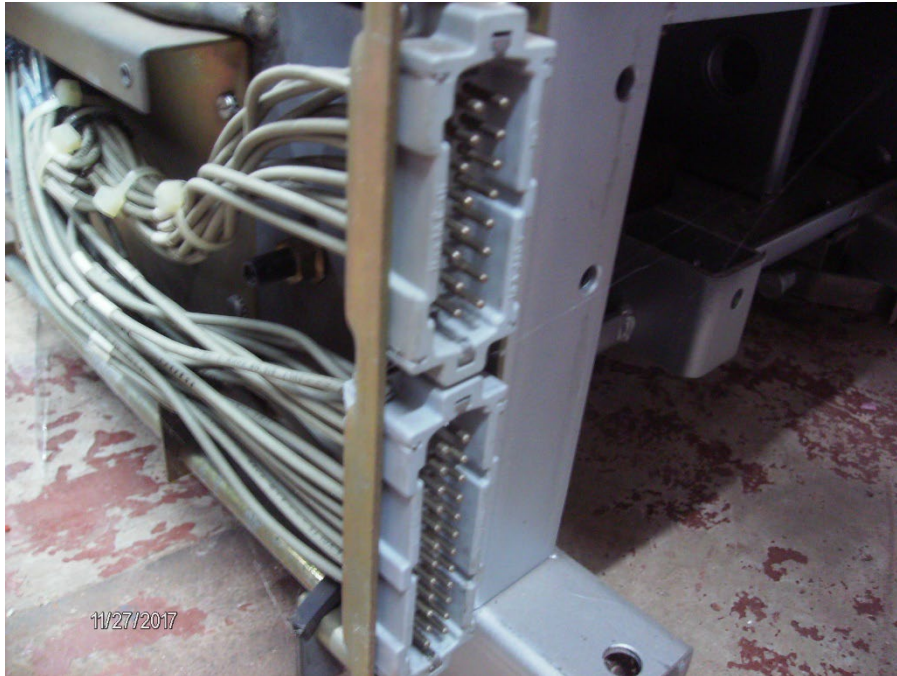
5.2 Federal Pacific Breaker Operating and Indication Controls



5.3 Federal Pacific Breaker nameplate



5.4 Federal Pacific Breaker rear view



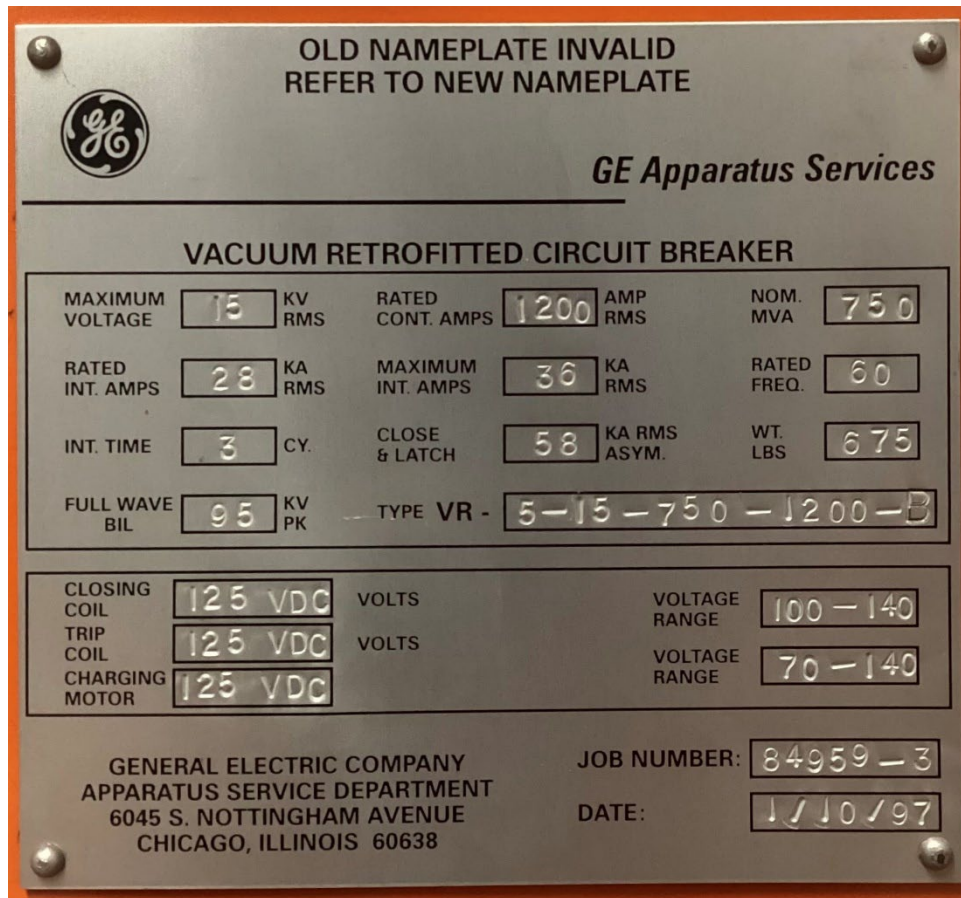
5.5 Federal Pacific Breaker Control secondary contacts



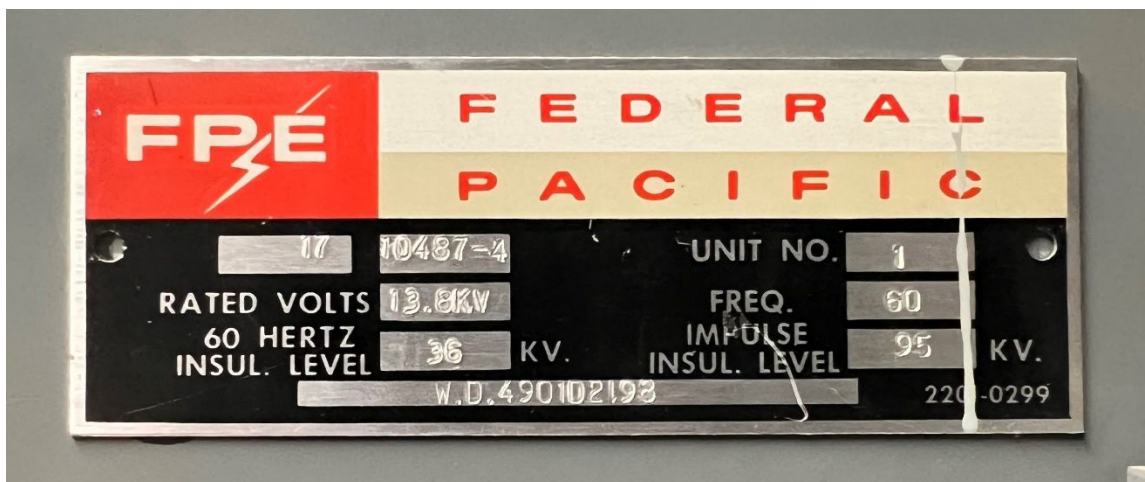
5.6 Federal Pacific Breaker Interlocking device



5.7 Federal Pacific Breaker GE – Powell vacuum retrofit.



5.8 Federal Pacific - GE vacuum retrofitted breaker nameplate.



5.9 Federal Pacific Switchgear nameplate



5.10 Federal Pacific Breaker cubicle



5.11 FPE Breaker cubicle – Stationary secondary contacts

6 BREAKER SPECIFICATION

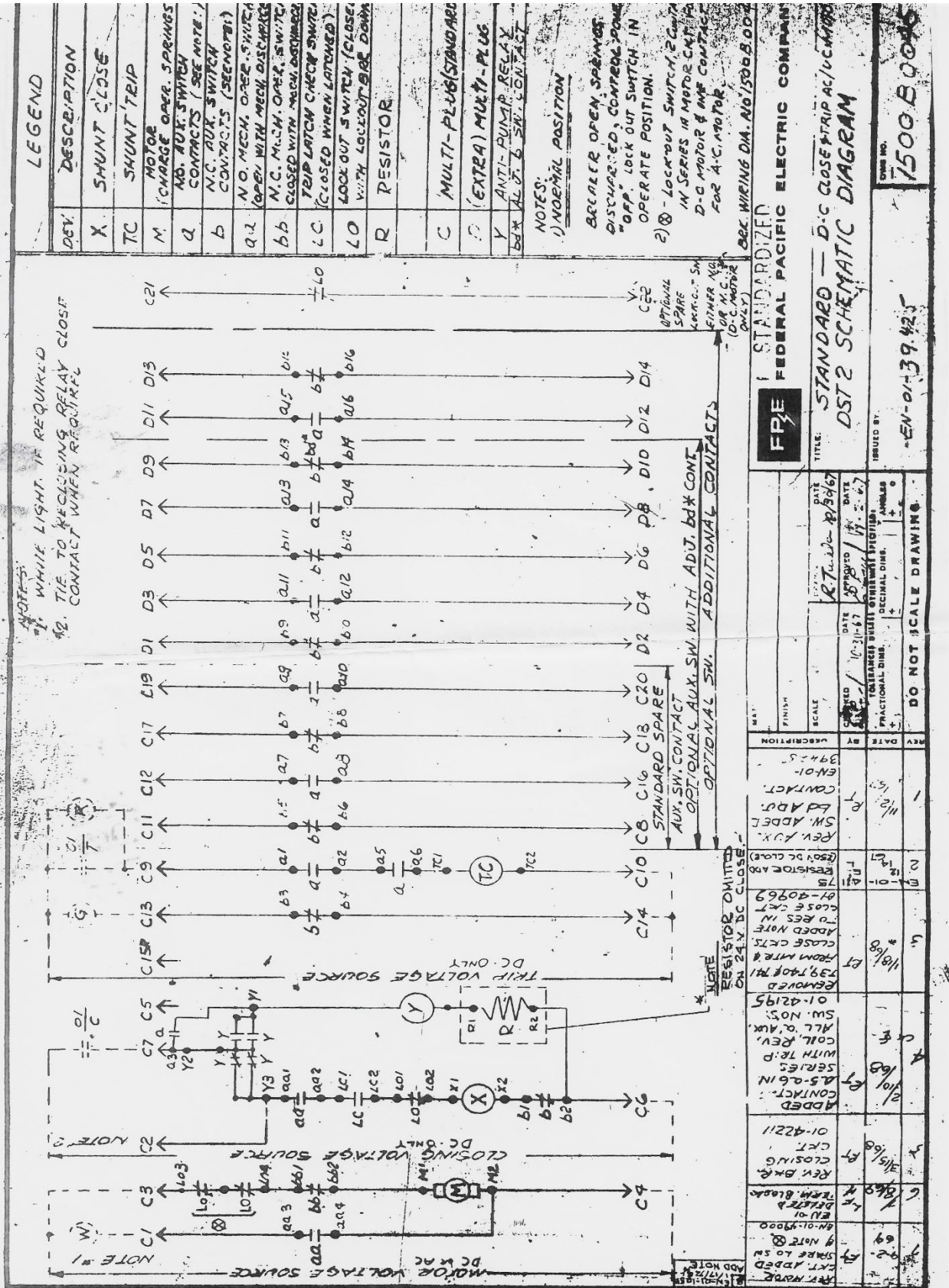
- Breaker shall be compatible with Federal Pacific DST switchgear.
- Breaker shall be adequately counter-balanced/weighted to ensure there is no hindrance with the racking operation or connection to the bus.
- Breaker shall have a mechanical draw-out interlock to prevent the movement of the breaker in or out without the operation of the interlocking device.
- Breaker shall have a lockout switch to block the closing and charging motor circuits (see wiring diagram) activated when interlocking device is operated.
- Breaker shall have a padlock provision to lock the breaker tripped with the interlocking device operated or lock to prevent the operation to rack the breaker in or out with the interlocking device engaged.
- Vacuum bottle interrupters
- Minimum Rating 13.8 KV
- Continuous Current Rated: 1200 amps
- Close Voltage: 125 VDC
- Trip Voltage: 125 VDC
- Rated Frequency: 60 HZ
- BIL: 95KV
- Nominal MVA: 750 MVA
- Rated Interrupting: 28KA RMS
- Max Interrupting: 36KA RMS
- Wiring Diagram: 1500B0045
 - See drawing attachment.
- 2-year equipment warranty (parts and labor)
- Vendor to provide five (5) sets of documentation listed below:
 - Manufacturer manuals that include operation description, troubleshooting description and spare parts info.
 - Control schematic diagram to meet existing Winnetka control diagram.
 - Wiring diagram to meet existing Winnetka wiring diagram.
 - Breaker dimension diagram.
 -

7 TECHNICAL ASSISTANCE (OPTIONAL)

The manufacturer's representative will also provide 4 hours of "hands-on" training for operating personnel which shall cover the following topics:

- Overall breaker description and theory of operation, instructions on the assembly, control circuits, and major components (vacuum interrupters, spring charging motor, aux contacts, etc.)
- Manual operation.
- Recommended preventative maintenance.
- Recommended system check lists and log sheets.

ATTACHMENT B – BREAKER CONTROL WIRING



ATTACHMENT C – PRICING PROPOSAL

COMPANY NAME: Siemens Industry, Inc. _____

CONTACT NAME: Brianna Szczesuil _____

SIGNATURE: _____

PHONE: 224-200-5654 _____

DESCRIPTION	COST
15 kV Vacuum Breaker 1200 A 750 MVA	\$44,970.00
Optional – Technical assistance	\$680.00

Note:

Rate is to be all inclusive for equipment as per specification, warranty, and delivery to the Village of Winnetka's Water & Electric plant (located at 725 Tower Road, Winnetka, IL 60093), forms, labor, material, tools, machinery, personal protection equipment (PPE) and incidentals for the completion of the project and reporting/certification requirements.

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: _____

**Addendum 1 to CONTRACT/BID
FOR 15kV Circuit Breaker Replacement (“Agreement ”)
between
Village of Winnetka (“Owner”)
and
Siemens Industry, Inc., Smart Infrastructure (“Bidder”)
Dated: February 8, 2024**

Bidder and Owner agree to modify the Terms and Conditions as follows, where the Terms and Conditions of the Agreement conflict with or differ from the Terms and Conditions of this Addendum, the provisions of this Addendum will control, and notwithstanding anything herein to the contrary, no reference to or incorporation of any contract, specification or document other than the Agreement and this Addendum shall grant rights to or impose any obligations upon either party relative to warranty, indemnity, insurance, delay, liquidated damages, payment or rights to drawings, computer code or other proprietary information:

Add new Section I to Article 7., “Consequential Damages. IF THIS CONTRACT/BID IS ACCEPTED, NEITHER OWNER NOR BIDDER SHALL BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY TYPE OF INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES."

Add new Section J to Article 7., “Limitation of Liability. IF THIS CONTRACT/BID IS ACCEPTED, BIDDER’S MAXIMUM LIABILITY UNDER THIS CONTRACT/BID UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED INSURANCE LIMITS."

Add new Section K to Article 7., “Insurance Requirements. IF THIS CONTRACT/BID IS ACCEPTED, Bidder’s sole obligation with respect to insurance shall be to provide Commercial General Liability on an occurrence basis with a limit of \$1,000,000 (\$10,000,000 general aggregate), Automobile Liability \$2,000,000 combined single limit, and Workers Compensation/Employer Liability \$1,000,000. Owner (and other specific entities, if any, designated by Owner) shall be included as additional insureds to the General Liability/Automobile Liability policies. A certificate of insurance shall be issued to the Owner that evidences the above insurance and which provides for thirty (30) days written notice to the certificate holder by U.S. mail should any of the policies be cancelled before the policy expiration date. Except in the event of a court order or litigation, it is expressly understood and agreed that Bidder shall not be obligated to provide copies of its insurance policies to Owner or as part of this Agreement."

This Addendum may be executed in multiple counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument.

Owner: Village of Winnetka

By: _____

Name: _____

Bidder: Siemens Industry, Inc.

By: _____

Name: _____

By: _____

Name: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-23-2024: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

Staff is requesting funding approval in the amount of \$146,756 to purchase 15kV cable for cable replacement projects planned in 2025. Manufacturing lead time for many utility related products such as 15kV cable and transformers remain at 52+ weeks. In order to ensure that cable is on-hand for FY2025, the Water & Electric Department issued Bid Number 024-004 for 15kV three-phase 4/0 underground cable. This type of cable is used on the underground distribution system between switchgear and/or to connect the underground cable system to the overhead distribution system.

Staff received responsive bids from The Okonite Company and Wesco Distribution (Prysmian.) The Okonite Company bid cable manufactured by their company. Electric distributor, Wesco Distribution, bid cable manufactured by Prysmian. Both cable manufacturers are acceptable to the Water & Electric Department.

The Okonite Company submitted the lowest responsive unit price of \$32.694 per ft. with a manufacturing lead time of 53-55 weeks. The cost of cable is significantly impacted by the price of metals. The bid price is indexed to the cost of copper. At the time of bid, the base price of \$4.55/lb. for copper was used. Exhibit #1 contains a bid tabulation along with detail on the unit pricing, quantities, and shipping length tolerances. The total estimated cost of the contract award is \$146,756.

Due to the extended manufacturing lead time, the cable will not arrive until 2025. Payment terms for the order are net 30. As such, no funds will be expended from the FY2024 Electric Fund Budget. For reference, the FY2024 Electric Fund Budget contains \$416,636 (account #500.42.31-660) for the purchase of cable.

Resolution No. R-23-2024, prepared by the Village Attorney, authorizes the Village Manager to purchase the 15kV cable in an amount not to exceed \$146,756 under the contract with The Okonite Company.

RECOMMENDATION:

Consider adoption of Resolution No. R-23-2024, approving a contract with The Okonite Company for the purchase of 15kV underground cable in an amount not to exceed \$146,756.

ATTACHMENTS:

1. Resolution No. R-23-2024: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable

RESOLUTION NO. R-23-2024

**A RESOLUTION APPROVING A CONTRACT WITH
THE OKONITE COMPANY FOR THE PURCHASE OF
15KV UNDERGROUND CABLE**

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 issued Bid #024-004 ("***Request for Bids***") for the purchase of 15kV underground electric cable ("***Cable***") by the Village Water & Electric Department; and

WHEREAS, the Village received two responsive bids ("***Bids***") to provide the Cable and opened the Bids on February 23, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that The Okonite Company ("***Okonite***") is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Okonite for the Village to purchase the Cable from Okonite in an amount not to exceed \$146,756.00 ("***Contract***"); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 5th day of March, 2024, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 15kV Cable

Full Name of Bidder:

The Okonite Company
("Bidder")

Principal Office Address:

102 Hilltop Road
Ramsey, NJ 07446

Local Office Address:

2280 White Oak Circle
Suite 106
Aurora, IL 60502

Contact Name: Nick Koch

Telephone: 630-961-3100 (office)

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.

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.

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
		See pricing form in Attachment A.		

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:

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$4.55 per pound. All other manufacturing costs shall be fixed at the bid price.
- (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.

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.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 53-55 weeks, 2011

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.

5. Firm Proposal.

- 1) 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 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$4.55 per pound**. All other manufacturing costs shall be fixed at the bid price.

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.

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 be interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 19th date of February 2024

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

Bidder's Name: The Ogonite Co.

Doing Business As (if different): —

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Nick Koch

Title/Position: Sr. Sales Rep.

Bidder's Business Address: 2280 White Oak Circle
Suite 106
Aurora, IL 60502

Bidder's Business Telephone: (630) 961-3100 Facsimile: (630) 961-3273

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

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Max Reel Lengths (ft.)
1.	4/0 A.W.G. Copper	3	1/3	19	Triplex	4,275	Nominal: 1,425 -5%, +5%

- 2) Compressed stranding, strand filled per ICEA T-31-610.
- 3) Concentric copper neutral.
- 4) 220 mil insulation thickness.
- 5) Ethylene propylene rubber insulation (EPR).
- 6) Jacketed.
- 7) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 8) All cable ends shall be capped to prevent water entry.
- 9) Reel type shall be non-returnable with a maximum 84" diameter flange X 54"(inside) traverse .
- 10) The Village will provide reel "cut" lengths within two weeks of contract award. Reel lengths will not exceed the "Max Reel Lengths" listed above for each conductor but may be specified shorter.
- 11) Reel coverings as shown below. Cable not shipped as shown will be rejected.
Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 12) Tolerance of cable lengths, -5%, +5%.
- 13) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 14) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 15) Deliveries: Required 48 hours advance notification @ (847) 716-3551.
Receiving hours: Monday to Friday, 7:30am to 2:30pm.
Village of Winnetka Yards, 1390 Willow Road, Winnetka, IL 60093
- 16) Approved cable manufacturers: General Cable, Okonite, Kerite and Prysmian.
- 17) Copper base price for bids: **\$4.55 per pound**. All other manufacturing costs shall be fixed at the bid price.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	4/0 A.W.G. Copper	3	1/3	19	Triplex	4,275	32.694	53-55

Weeks

____ Cable will be export packaged X Standard packaging, F.O.B. Winnetka

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY. ITEMS MAY AWARDED SEPARATELY.

MANUFACTURER (15kV CABLE): The Okonite Co.

TERMS: Net 30 DAYS

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 _____ 2024.

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: _____

EXHIBIT 1
Bid Tabulation and Cable Purchase Detail
RFB #024-004 15kV Cable

Bid Tabulation:

Item	Vendor		
	<i>The Okonite Co. (Okonite)</i>	<i>Taza (Nassau National Cable)</i>	<i>Wesco (Prysmian Cable)</i>
4/0 A.W.G Copper	\$32.694	\$43.800	\$34.578

Cable Purchase Detail:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
4/0 A.W.G Copper	\$32.6940	4,275	\$6,988.34	\$146,755.19

TOTAL: \$146,755.19



\$146,756

RFB Review Comments:

- 1) One Non-Responsive bid from Taza with cable manufactured by Nassau National Cable
- 2) Wesco quote contained lead time of 22 weeks
- 3) Okonite quote contained lead time of 53-54 weeks.
- 4) Vendors were asked to provide lead time based on receipt of purchase order on March 6, 2024



Agenda Item Executive Summary

TITLE: Resolution No. R-26-2024: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot and Station Park for a Farmers Market (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The annual Winnetka Farmers' Market began operations in 2017. The event was traditionally held in the Parking Lot adjacent to Village Hall. In 2022, the Market moved to the Elm Street Train Station Parking Lot and the adjacent Station Park due to construction activities in the Village Hall parking lot. After a successful 2022 and 2023 season, the Chamber has requested to use the same location for the 2024 Winnetka Farmers' Market.

EXECUTIVE SUMMARY:

The train station parking lot is owned by the Union Pacific Railroad Company and leased to the Village to maintain and operate. Station Park is owned by the Winnetka Park District. The 2024 Winnetka Farmers' Market will be held each Saturday from June 1st through October 26th from 7:30 am to 12:30 pm. The Farmers' Market is a free public event which will showcase 100+ unique vendors and is expected to attract over 35,000 visitors to downtown Winnetka. Given the scope and extensive footprint of the event, a formal license agreement should be agreed upon before granting approval to the special event permit. The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce, and the Winnetka Park District. Key points identified in the license agreement include: location, date and times for the event including setup, operation and cleanup; defined use of the premises; farmers market plan; parking; waste management and utilities; insurance, indemnification and waiver of liability.

RECOMMENDATION:

Consider adoption of Resolution No. R-26-2024, approving a Non-exclusive License Agreement for use of the Elm Street Train Station Parking Lot and Station Park for the Winnetka Farmers' Market.

ATTACHMENTS:

1. Resolution No. R-26-2024 - 2024 Farmers Market License Agreement

RESOLUTION NO. R-26-2024

**A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT
FOR THE USE OF THE ELM STREET TRAIN STATION PARKING LOT AND
STATION PARK FOR A FARMERS' MARKET**

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, the Union Pacific Railroad Company, a Delaware corporation ("***UPRR***"), is the owner of the property commonly known as the Elm Street Train Station Parking Lot; and

WHEREAS, the Village is the tenant of the Train Station Parking Lot pursuant to a lease agreement with the UPRR dated August 1, 1978 ("***Lease***"); and

WHEREAS, the Winnetka Park District ("***Park District***") is the owner of the Property located adjacent to the Elm Street Parking Lot and commonly known as Station Park ("***Park***"); and

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc. ("***Chamber***"), traditionally has hosted a farmers' market in the Village on Saturdays during the summer ("***Market***"); and

WHEREAS, the Market is a positive and valuable community asset that has been well received by Village residents; and

WHEREAS, the Chamber has requested to host the 2024 Market in the Train Station Parking Lot and Park; and

WHEREAS, the Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2024 Market; and

WHEREAS, the Village, Park District, and Chamber desire to enter into a non-exclusive license agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2024 ("***License 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 License Agreement with the Chamber and Park District;

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.

March 5, 2024

R-26-2024

SECTION 2: APPROVAL OF LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Park District, and Chamber 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 LICENSE 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 License Agreement.

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 5th day of March, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

March 5, 2024

R-26-2024

EXHIBIT A
LICENSE AGREEMENT

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this 5th day of March, 2024, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA PARK DISTRICT**, an Illinois park district ("**Park District**"), and the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**").

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

SECTION 1. RECITALS.

A. The Union Pacific Railroad Company ("**UPRR**") is the owner of the property commonly known as the Elm Street Train Station Parking Lot, which is depicted in **Exhibit A** attached hereto and incorporated herein ("**Train Station Parking Lot**").

B. The Village has leased the Parking Lot from the UPRR pursuant to that certain Lease Agreement dated August 1, 1978 ("**Lease**").

C. The Park District is the owner of the property located adjacent to the Elm Street Parking Lot known as Station Park, which is depicted in **Exhibit A** attached hereto and incorporated herein ("**Park**").

D. The Chamber hosts a farmers' market in the Village each summer on Saturdays in the Village's parking lot adjacent to Village Hall ("**Market**").

E. The Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2024 Market, subject to the terms and conditions of this Agreement.

F. The Village, Park District, and Chamber desire to enter into this Agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2024 Market.

SECTION 2. GRANT AND TERM OF LICENSE.

A. Grant of Village License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Train Station Parking Lot for the sole purpose of hosting the 2024 Market pursuant to and in strict accordance with the terms and provisions of this Agreement ("**Village License**"). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Train Station Parking Lot in any way other than as expressly set forth in this Agreement.

B. Grant of Park District License. Subject to the terms and conditions set forth in this Agreement, the Park District hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Park for the sole purpose of hosting the 2024 Market

pursuant to and in strict accordance with the terms and provisions of this Agreement ("**Park District License**"). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Park in any way other than as expressly set forth in this Agreement. The Village License and Park District License are collectively referred to as the "License."

C. As-Is, Where-Is. The Chamber hereby accepts the Train Station Parking Lot and Park in their condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Chamber acknowledges and agrees that: (i) the Village and Park District have made no representations or warranties as to the suitability of the Train Station Parking Lot or Park for the Chamber's intended purposes; and (ii) the Village and Park District will have no responsibility to maintain the Train Station Parking Lot or Park in any particular condition or manner. The Chamber waives any implied warranty that the Train Station Parking Lot or Park are or will be suitable for the Chamber's intended purposes. The Chamber agrees that the Park is public property intended or permitted to be used for recreational purposes for the purpose of Section 3-106 of the Local Governmental and Governmental Employees Tort Immunity Act.

D. Limitation of Interest. Except for the Village Licensee and Park District License granted pursuant to this Agreement, the Chamber shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Train Station Parking Lot or Park. The Chamber will not engage in or allow any of its vendors or contractors to engage in, any activities or actions that cause the Village to violate the Lease or cause the Chamber to violate this Agreement.

E. Term. This License shall be for a term commencing on the Effective Date of this Agreement and ending on the earlier to occur of: (i) a terminating event as described in Section 2.F of this Agreement; or (ii) October 26, 2024.

F. Termination of License; Restoration of Licensed Premises.

1. **Termination Event.** Without prejudice to any other rights and remedies available pursuant to Section 7 of this Agreement, the License shall automatically expire upon the occurrence of any of the following:

a. **Failure to Comply.** The Chamber has violated any material provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.F.1.a, the Village or Park District shall provide the Chamber with 10 days written notice and an opportunity to cure the violation.

b. **Dangerous Condition.** The Village or Park District determine, in their reasonable discretion, that the Market threatens the public health and safety, and that the termination of the Market and this Agreement is necessary to abate the dangerous condition.

2. **Restoration of Licensed Premises.**

a. **Chamber Obligation.** Upon termination of this Agreement pursuant to this Section 2.F or at the end of the term as set forth in Section 2.E, the Chamber, at its sole cost

and expense, shall restore the Train Station Parking Lot and Park as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair of the Train Station Parking Lot, if necessary in the reasonable determination of the Village; (2) repair of the Park, if necessary in the reasonable determination of the Park District; and (3) restoration of all other Village-owned, Village-leased, and Park District-owned property as nearly as practicable to the condition immediately preceding the 2024 Market, if disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests. Notwithstanding the foregoing, it is understood and agreed that with respect to the repair of the Park referred to above, in the event of damage to grassy areas, the Chamber shall only be required to reseed such areas according to Park District specifications and shall not be obligated to purchase or install sod in any such areas. In no event shall the Chamber be responsible for any damages to the Train Station Parking Lot and/or the Park to the extent resulting SOLELY from any act or omission of the Village or the Park District or any of their respective employees or agents.

b. Failure to Restore. In the event that the Chamber fails or refuses to repair or restore the Train Station Parking Lot, Park, or any Village-owned, Village-leased, or Park District-owned property that is disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.F.2.a of this Agreement, the Village and Park District shall have the right, but not the obligation, to perform and complete the repair and/or restoration and to charge the Chamber for all reasonable direct out-of-pocket costs and expenses incurred by the Village or Park District, for such work. The rights and remedies provided in this Section 2.F.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village and Park District. Notwithstanding the foregoing, in no event shall the Chamber be responsible for the purchase and/or installation of sod in the Park.

SECTION 3. USE OF LICENSED PREMISES.

A. Hours of Operation. The Chamber shall operate the Market only on Saturdays between the hours of 7:30 a.m. and 12:30 p.m.

B. Special Event Permit. The Chamber must apply for and obtain from the Village a special event permit pursuant to Chapter 5.66 of the “Winnetka Village Code 1999,” as amended, prior to operating the Market, and the Chamber must comply with any conditions imposed on such special event permit.

C. Set-Up and Break-Down. The Chamber shall be responsible for managing the set up and tear down of the Market, including but not limited to all vendor equipment, goods and supplies. The Chamber and its contractors and vendors shall be permitted to begin setup of the Market beginning at 6:00 p.m. each Friday. The Chamber and its contractors and vendors shall by 2:00 p.m. each Saturday, remove their displays, equipment, and personal property from the Train Station Parking Lot and Park, clean the Train Station Parking Lot and Park of all rubbish and spills, and conduct all restoration work. The Chamber acknowledges and agrees that neither the Village nor the Park District shall be responsible for providing security for any equipment or personal property of the Chamber or its agents, contractors, and vendors.

D. Storage. The Village shall permit the Chamber to use the approximately 800 sq. ft. commercial space at 754 Elm Street in the Elm Street Train Station (“***Storage Room***”) between June 1 and October 31 during each year of the Term to store equipment and personal property for the Market. The Chamber’s use of the Storage Room shall be at its own risk, and the Chamber acknowledges that the Village shall have no duty to provide security for the Storage Room and any equipment and personal property stored therein. The Chamber shall not be permitted to store any dangerous, flammable, or explosive materials in the Storage Room. The Chamber’s use of the Storage Room is not exclusive. The Chamber acknowledges that the Village will also use a portion of the commercial space at 754 Elm Street in the Elm Street Train Station for storage of Village property.

E. Utilities. The Village reserves the right to charge the Chamber for any water used by the Chamber or any of its contractors and vendors during the Market in excess of water utilized for cleaning the Park or the Train Station Parking Lot. All electric cords must be rated for outdoor use, grounded, and installed in a manner as to not be a tripping hazard. All generators must be grounded and exhaust fumes must be kept away from the public.

F. Trash Removal. The Chamber shall clear all debris from the surface of the licensed premises by sweeping or hosing off the surface at the termination of each market day. The Village will provide for trash removal from the Market.

G. Designated Representative. The Chamber shall designate in writing to the Village and Park District a “***Market Manager***” who shall be responsible for managing the general operations of the Market and the Chamber’s use of the Train Station Parking Lot and Park. The Market Manager shall be readily accessible by telephone and upon the Village’s or Park District’s request, shall be available to be present at the Train Station Parking Lot and Park within a reasonable period of time. The Chamber shall immediately notify the Village and Park District in writing of any change in the identity and telephone number of the Market Manager.

H. Rules and Regulations. The Village and Park District shall have the right from time to time upon notice thereof to the Chamber, to prescribe rules and regulations with respect to the Train Station Parking Lot and Park, which in its or their reasonable judgement may be desirable for the use of thereof. The Chamber agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to the Chamber herein. A violation of such rules and regulations shall constitute a material breach by the Chamber under this Agreement and subject it to the remedies described in Section 2.F. The Chamber will require its vendors and contractors to abide by such rules.

I. Parking by the UPRR. In the event of an emergency or maintenance on the railroad by the UPRR or any of its contractors, the Chamber agrees not to interfere with, and to prevent the Market from interfering with, the operations of the UPRR and its contractors, and will permit the UPRR and its contractors to park vehicles in the Train Station Parking Lot during the Market. ‘

J. Emergency Market Closure. The Village reserves the right to cancel any Market day in the event of an emergency or an imminent threat to public health and safety as determined in the sole discretion of the Village. The Village and Park District will not be responsible or liable

for any monetary or other damages to the Chamber in the event of such emergency Market closure. The Village will endeavor to provide as much advance notice to the Chamber as practicable prior to an emergency Market closure.

K. Market Plan. At least two weeks prior to the first Market day, the Chamber shall submit to the Village and Park District a plan for the Village's and Park District's approval that sets forth the locations of vendor displays, equipment, and utility usage. Once the plan is approved, the Chamber may not modify the plan without receiving the Village's and Park District's approval.

SECTION 4. RESERVATION OF RIGHTS.

A. Village Reservation of Rights. The Village hereby reserves the right to use the Train Station Parking Lot in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Village shall have the right to grant other non-exclusive sub-leases or licenses over, along, upon, under or across the Train Station Parking Lot. The Village reserves its right of full and normal access to the Train Station Parking Lot for the maintenance of any existing or future utility located thereon. The Village also reserves the right to conduct ongoing maintenance of the Train Station Parking Lot.

B. Park District Reservation of Rights. The Park District hereby reserves the right to use the Park in any manner that will not prevent, impede, or interfere in any way with the exercise by Chamber of the rights granted pursuant to this Agreement. The Park District shall have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, under or across the Park. The Park District reserves its right of full and normal access to the Park for the maintenance of any existing or future recreational improvement or utility located thereon. The Park District also reserves the right to conduct ongoing maintenance of the Park.

SECTION 5. LIENS.

The Chamber hereby represents and warrants that it shall take all necessary action to keep all portions of the Train Station Parking Lot and Park free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Chamber or its agents on the Train Station Parking Lot or Park.

SECTION 6. LIABILITY AND INDEMNITY.

A. Village and Park District Review. The Chamber acknowledges and agrees that the Village and Park District are not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's and Park District's review and approval of any plans for the Market, or the issuance of any approvals, permits, certificates, or acceptances for the installation, operation, or maintenance of the Train Station Parking Lot and Park, and that the Village's and Park District's review and approval of any such plans for the Market and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Chamber or any of its vendors, contractors, successors, assigns, or any third party, against damage or injury of any kind at any time.

B. Indemnity. The Chamber agrees to, and does hereby, defend (at the Village's and Park District's option), hold harmless and indemnify the Village and Park District and all Village and Park District elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (the "Indemnified Parties"), from any and all claims that may be asserted at any time against any of the Indemnified Parties in connection with: (i) the Chamber's use of the Train Station Parking Lot and Park; (ii) the Market; or (iii) the Chamber's performance of, or failure to perform, its obligations under this Agreement (collectively, "*Indemnified Claims*"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Chamber; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village or Park District. Nothing herein shall be construed or result in the waiver of any defenses and immunities granted to the Village or Park under Illinois law.

C. Defense Expense. The Chamber, only as to its own acts or omissions, shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village and Park District in defending itself with regard to any and all of the Indemnified Claims.

D. Waiver of Liability. Except with respect to any negligent act or omission of the Village and/or the Park District, the Chamber will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that Chamber may have against the Indemnified Parties, arising out of, connected with or in any way related to the use of the Train Station Parking Lot and Park, or as a result of the condition, maintenance, and use of the Train Station Parking Lot and Park.

E. Assumption of Risk. The Chamber agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that Chamber or its employees, agents, contractors, agents, servants, employees, contractors, guests, customers, or invitees may sustain while on the Train Station Parking Lot and Park, or as a result of the condition, maintenance, or use of the Train Station Parking Lot and Park.

F. Insurance. The Chamber agrees to obtain and maintain commercial general liability insurance and workers' compensation insurance covering its use of the Train Station Parking Lot and Park throughout the term of this Agreement. The amount of the required coverage shall be approved by the Village and Park District, but in no event shall liability coverage be in an amount less than two million dollars (\$2,000,000.00) combined single limit per occurrence with a general aggregate of no less than three million dollars (\$3,000,000.00). The Village and Park District shall be named as an additional insured by policy endorsement on a primary and non-contributory basis, and the insurer shall have a rating and be of a class size satisfactory to the Village's and Park District's director of finance. The Chamber shall tender a certificate of insurance to the Village and Park District evidencing the requested coverage prior to operating the Market. Failure to maintain the aforementioned insurance shall be cause for the immediate termination of the License.

SECTION 7. ENFORCEMENT.

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

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

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, 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 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall 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 LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Peter M. Friedman, Village Attorney

If to the Park District: Winnetka Park District
540 Hibbard Road
Winnetka, IL 60093
Attention: Executive Director

with a copy to: Ancel Glink
175 East Hawthorn Parkway, Suite 145
Vernon Hills, IL 60061
Attention: Adam Simon, District Attorney

If to the Chamber: Winnetka-Northfield-Glencoe Chamber of Commerce
841 Spruce Street, Suite 204
Winnetka, Illinois 60093
Attention: Terry Dason

with a copy to: Franklin, Greenswag, Channon & Capilla, LLC
181 Waukegan Road, Suite 205
Northfield, Illinois 60093
Attention: Richard A. Greenswag

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

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

D. Authority to Execute. The parties hereby warrant and represent to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so.

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

F. Assignment. This Agreement may not be assigned by the Chamber without the prior written consent of the Village and Park District.

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

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

I. 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 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.

J. Exhibit. Exhibit A attached hereto is, 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.

K. Survival of Obligations. All obligations of the Chamber pursuant to this Agreement that have not been fully performed as of the termination of this Agreement shall survive such termination, including, without limitation, the restoration obligations set forth in Section 2.E.2 of this Agreement, and the liability and indemnity obligations set forth in Section 6 of this Agreement.

L. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village, Park District, or the Chamber.

M. Force Majeure. No party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; and (d) national or regional emergency.

N. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute a duly authorized original.

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

WINNETKA PARK DISTRICT,
an Illinois park district

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

**WINNETKA-NORTHFIELD-GLENCOE
CHAMBER OF COMMERCE, INC.,** an
Illinois not-for-profit corporation

By: _____

By: _____

Its: _____

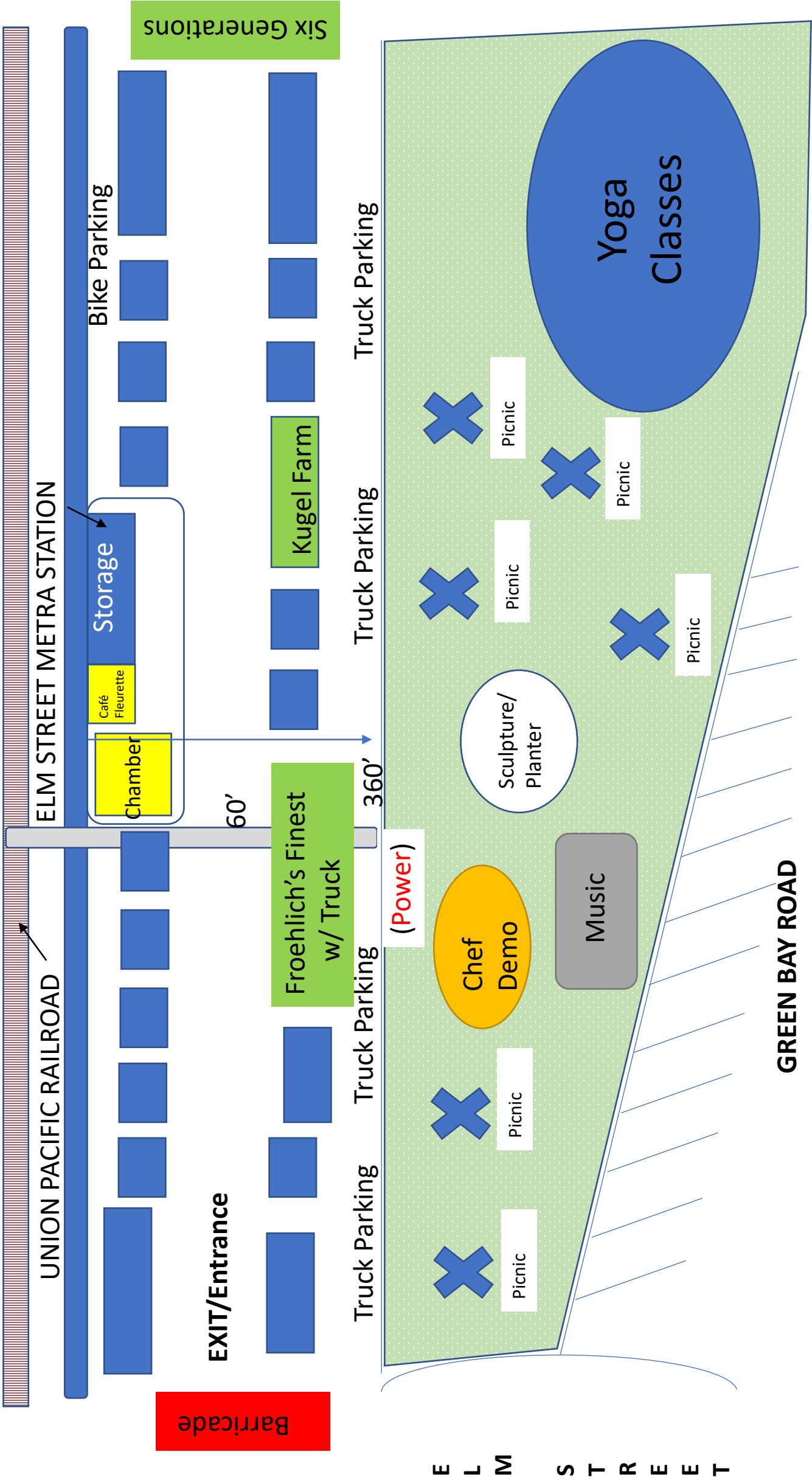
Its: _____

EXHIBIT A

DEPICTION OF TRAIN STATION PARKING LOT AND PARK

2024 Winnetka Farmers' Market – Site Map

MAP NOT DRAWN TO SCALE





Agenda Item Executive Summary

TITLE: Resolution No. R-29-2024: Awarding a Contract to Total Elevator Service LLC for the Elevator Modernization Project (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of the Fiscal Year 2024 budget, funding in the amount of \$175,000 in General Fund Account No. 100.30.01-15 (Buildings and Structures) was included for the completion of the elevator modernization project at Village Hall.

EXECUTIVE SUMMARY:

At Village Hall, an elevator provides access to all three floors of the facility. This ensures full access of the facility for residents, employees and any other visitors at Village Hall. The current elevator was installed in 1984 and has been in continuous operation since then.

In summer 2023, the elevator began to experience a series of faults, which were ultimately traced to a partially failed relay. Two separate contractors evaluated the elevator as different repair options were explored. Ultimately, while most of the systems could be piecemeal replaced, if necessary, this would prove to be less cost-effective than full replacement of the elevator's hydraulic, mechanical and communications systems at a single time. For that reason, as well as the age of the unit and the need for its reliable operation, full modernization was determined to be the best course of action instead of future single component repairs. Modernization includes replacement of existing older components that cannot be reused as well as any work necessary to bring the existing unit into compliance with the 2019 Elevator Code (including enhanced communications and accessibility capabilities) while using the existing cab and shaft.

Staff worked with the Village's elevator maintenance contractor to draw up a scope for bidding. On January 15, 2024, a bid notice (RFB #024-003) was advertised in the Winnetka Talk and Demand Star. This bid notice included a base scope of work to modernize the elevator as well as three alternatives. Each of these alternatives included the base scope plus additional work as staff believed some contractors would not be interested in subcontracting the trade work needed. The first alternative included the completion of any trade work needed for the modernization (electrical, fire suppression, etc.). The second alternative included remodeling of the cab's interior (lighting, carpet, etc.). The third alternative included all work included in the base scope plus the two other alternatives.

Mandatory pre-bid walk throughs of the site were held on January 26, February 6 and February 7 for any firms interested in bidding or those wishing to bring subcontractors to view the site.

On February 13, three companies submitted bids for the project. The results are summarized below:

Company	Base Scope	Alternative 1	Alternative 2	Alternative 3
Total Elevator	\$98,500	\$25,000	\$19,500	\$143,000
Anderson Elevator	\$122,000	No Bid	No Bid	No Bid
Mid-American Elevator	\$135,700	\$35,400	\$25,900	\$197,000

All bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond. Total Elevator Service, LLC of Plainfield, Illinois ("Total Elevator") submitted the lowest, most responsive bid for each scope. Total Elevator currently maintains this elevator and has performed well.

Total Elevator has completed similar work for Naperville School District 203 and the Hines Veterans Administration Medical Center. Both references were positive, and staff is confident that Total Elevator can successfully complete the work as specified.

Staff recommends the award of Alternative 3 based on the proposals received. This will allow for the delivery of a fully modern unit and have Total Elevator act as a general contractor for the whole project versus the Village identifying and entering into agreements for multiple smaller projects which will then need to be coordinated.

The Fiscal Year 2024 Budget contains \$175,000 in General Fund Account No. 100.30.01-15 (Buildings and Structures) for this project.

Staff recommends awarding an agreement for the Elevator Modernization Project to Total Elevators Service, LLC of Plainfield, Illinois.

RECOMMENDATION:

Consider adopting Resolution R-29-2024, approving an agreement with Total Elevator Services, LLC for the Elevator Modernization Project.

ATTACHMENTS:

1. Resolution No. R-29-2024: Awarding a Contract to Total Elevator Service LLC for the Elevator Modernization Project

RESOLUTION NO. R-29-2024

**A RESOLUTION AWARDING A CONTRACT
TO TOTAL ELEVATOR SERVICE LLC
FOR THE ELEVATOR MODERNIZATION 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 modernization of an existing elevator at the Village Hall facility located at 510 Green Bay Road in the Village (“**Services**”); and

WHEREAS, on January 15, 2024, the Village issued Request for Bid #024-003 for the Services and received bids thereafter; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Total Elevator Service LLC (“**Contractor**”) is the lowest responsible bidder for the Services; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for Contractor to perform the Services for a term of 180 days in an amount not to exceed \$143,000.00 (“**Contract**”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to award the Contract to 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 adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor 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 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 5th day of March, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

RFB #024-003

CONTRACT FOR

Elevator Modernization Project

Full Name of Bidder Total Elevator Service LLC. ("Bidder")
Principal Office Address 10064 Clow Creek Rd. Plainfield, Illinois 60585
Local Office Address Same
Contact Person Jim Crafton Telephone Number 630-791-9553

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1,2,3 [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Elevator Modernization Project.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;

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

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

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

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachment A)**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

2. Contract Price Proposal

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

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

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

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

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by ***September 30, 2024.***

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color,

national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

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

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance

of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

Dated: February 9,, 2024.

Bidder's Status: (x) LLC Corporation () Partnership () Individual
Proprietor (State) (State)

Bidder's Name:

Total Elevator Service Llc.

Doing Business As (if different):

Signature of Bidder or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: Jim Crafton

Title/Position: Sales manager

Bidder's Business Address:

10064 Clow Creek Rd. Plainfield, Illinois 60585 Unit C

Bidder's Business Telephone: 630-791-9553

Facsimile: 630-791-9633

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

NAME	TITLE	ADDRESS
Patrick A. Esposito	owner/proprietor	6127 Dover Ct, Oswego
		60543

Dated: February 9, 2024.

Bidder's Status: (x) LLC Corporation () _____ Partnership () Individual
Proprietor (State) (State)

Bidder's Name:

Total Elevator Service Llc.

Doing Business As (if different):

Signature of Bidder or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: Jim Crafton

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

NAME	TITLE	ADDRESS
Patrick A. Esposito	owner/proprietor	6127 Dover Ct, Oswego
		60543

ATTACHMENT A: SPECIFICATIONS

1. Introduction:

The Village of Winnetka is accepting sealed bids from properly qualified firms to complete the modernization of an existing elevator at the Village Hall facility (510 Green Bay Road) to be in compliance with the 2019 Illinois Elevator Code as well as any other work as specified in the Scopes of Services. This unit was previously installed in 1984. The elevator services three levels of the facility (basement, ground floor and upper floor) and is powered by a basement hydraulic tank system. The Village's intent is to modernize the elevator system without needing to replace the cab or modify the shaft.

The Village reserves the right to reject any and all bids for any reason and reduce the work scope due to budgetary constraints at any time at its sole discretion. The Village also reserves the right to award individual sections of the bid to the lowest bidder at its sole discretion.

2. Scope of Service:

The scope of services includes one base scope of service as well as three alternate scopes as described below:

A. Base Scope: The base scope of services shall include the following services:

1. Removal and replacement of the existing controller unit. Replace existing unit with non-proprietary solid state unit, new car top inspection box, new traveler cable, Category 5 cabling and soft starter.
2. Remove and replace the in-car button station with halo-lit lights. Replace existing station with modern panel with tamper proof buttons. Panel shall be in compliance with Fire Code and Americans with Disabilities Act (ADA) requirements. Install annunciator, in-car position indicator, cameras and two-way communication systems as required.
3. Remove and replace hydraulic tank. Install new unit including valving, pumps and motors. Install new muffler, sight gauge, thermal overload protection and new shut off valves.
4. Install new surface mounted hall stations with appropriate annunciator, positions indicators and fire service key switches. Install compatible buttons as used in the in-car button station.
5. Install 3D door edge detection system and hooks for Wifi and camera systems with cell phone capability.
6. Replace pit stop switch and new ladder per code.
7. Pull all necessary permits, pass final inspections and load tests and resume normal service.

B. Alternative Scope 1: Alternative Scope 1 includes all items in the Base Scope plus the following items:

1. Completion of all other associated trade work, including the following:
 - a. Electrical Disconnects
 - b. Pit and Machine Room Lighting Replacement and GFCI outlet install as necessary
 - c. Piping and wiring for communication system command center
 - d. Smoke detection and fire protection work, including addressable panels, sensor installation, shunt trip and wiring of these components.
 - e. Sump pump plumbing.
 - f. Communications wiring (Wifi, etc.)
 - g. Pull any additional permits required for this work and pass final inspection.

C. Alternative Scope 2: Alternative Scope 2 includes all items in the Base Scope plus the following items:

1. Refinishing of the cab interior to modern design including lighting, wall panels and carpet. Bidders should assume materials to be utilized will be commercial grade, mid-tier materials for purposes of bidding with the final selection to be made after award if this alternative is awarded.

D. Alternative Scope 3: Alternative Scope 3 includes all items in the Base Scope plus all items in Alternative Scopes 1 and 2.

The Contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the Work in an acceptable manner in accordance with these specifications.

The ultimate goal for this project is to provide a fully modernized elevator system utilizing the existing cab and shaft.

3. Locations:

The work to be completed under the Scope of Service shall be conducted at 510 Green Bay Road, Winnetka, IL (the "Work Site").

4. Term and Completion Date:

The proposed contract is for a period of no more than 180 days from the date of execution of this Agreement by the Contractor and the Village (with the date of execution defined as the date of the Village's acceptance and signature as signified by the Acceptance Sheet) unless modified by a change order as outlined under Section 10(A) of these specifications. The Completion Date for this Agreement shall be the same as the termination date of this Agreement.

5. Contractor Qualifications:

Qualified vendors must have at least five years of experience with the installation and maintenance of elevator systems.

6. Contractor Responsibilities:

A. Personnel Requirements:

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work they are employed to perform. All employees assigned by the Contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Contractor is responsible and liable for any wrongful actions of his employees.

B. Work Crew Supervision:

The Contractor shall provide a qualified foreman to supervise each crew engaged in working under this agreement. The foreman must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Village. Failure to do so shall be sufficient cause for the Village to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards, or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements.

C. Protection of Public and Private Property:

- i. The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.
- ii. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- iii. The Contractor shall comply with all OSHA and other Federal and State safety standards. All employees engaged in the Work under this Agreement shall have been sufficiently trained in any and all applicable safety standards related to the Work. Upon request, the Contractor shall furnish training records or any such other evidence requested by the Village for the purposes of establishing compliance with this section.
- iv. To the extent that the Contractor and/or any subcontractors have access to any

sensitive information technology systems or components during the completion of the Work, the Contractor shall take all necessary steps to safeguard and protect those systems from unauthorized access, breach, impairment or disclosure. Negligence or failure of the Contractor to take such steps shall constitute a violation of this Agreement and may result in its immediate termination at the Village's sole discretion. The Contractor shall further be liable for any damages which may result from failure to protect or otherwise safeguard such information.

D. Contractor to Furnish

The Contractor shall provide at its sole expense all personnel, materials, equipment, supplies and other costs needed to complete the work, including not but limited to transportation, fuel and permitting costs.

7. Subcontractors:

A. Approval and Use of Subcontractors

Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of this Agreement, and every reference in this Agreement to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.

B. Removal of Subcontractors

If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village terminate such subcontract. Contractor shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

8. Working Hours:

Unless otherwise authorized by the Village's representative, the Work shall be completed Monday through Friday between the hours of 8:30 a.m. and 3:30 p.m., exclusive of Village holidays.

The Village and Contractor shall establish a work schedule to minimize disruption to the facility and the Village's existing public meeting schedule. Once such plan is established, the Contractor shall not modify or otherwise deviate from the schedule without providing at least four business days advanced notice to ensure the Village can accommodate the change. Failure to provide such notice shall result in an administrative fee of \$2,000.00 per incident unless otherwise waived by the Village's representative.

9. Reporting:

Upon completion of the project, the Contractor shall furnish the following documents and/or reports to the Village for its records:

- A. As-Built Drawings and/or Schematics As Applicable for the Work Site
- B. Warranty Documentation for any and all mechanical components, software or other items installed as part of the project
- C. Certified Payroll Utilizing Illinois Department of Labor Required Database

Final payment will not be issued until after receipt of each item listed above unless otherwise approved by the Village's representative.

10. Additional Information:

- A. Change Orders:** In the event a change order is required as outlined under 720 ILCS 5/33E-9, such change order shall be prepared on forms supplied by the Village. Each request for a Change Order shall be considered and approved or denied at the Village's sole discretion. Nothing in this Agreement shall compel the Village to approve any Change Order requests. Change Orders shall become effective only following execution of such Change Orders by both the Village and Contractor.
- B. Mandatory Walkthrough:** A mandatory walkthrough will be held for bidders on Friday, January 26, 2024 at 10 a.m. at Village Hall (510 Green Bay Road). No further opportunities will be given to tour the Work Sites after this meeting, and no bid shall be accepted from any bidder who was did not attend this walkthrough.
- C. Prevailing Wage:** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and any and all of its subcontractors have an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

11. Schedule of Prices:

Village Hall Elevator Modernization Project	
Item	Cost
Base Scope of Work	\$ 98,500.00
Alternative Scope 1	\$ 25,000.00
Alternative Scope 2	\$ 19,500.00
Alternative Scope 3	\$ 143,000.00

**VILLAGE OF WINNETKA
CONTRACT FOR ELEVATOR MODERNIZATION
PROJECT**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

I, Jim Crafton ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. Nature of Business

State the nature of Bidder's business: Elevator Contractor

2. Composition of Work

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

<u> </u> % Federal	<u>50</u> % As Contractor	<u> </u> % Bidder's Forces
<u>25</u> % Other Public	<u> </u> % As Subcontractor	<u> </u> % Subcontractors
<u>25</u> % Private		<u> </u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 38 years.

4. Predecessor Organizations

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
<u>Total Elevator Co.</u>	<u>10064 Clow Creek Rd, Plainfield</u>	<u>6</u>
<u>A1 Top Notch Elevator</u>	<u>500 Western, Wheaton Illinois</u>	<u>10</u>

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>State of illinois</u>	<u>Elevator Contractor</u>	<u>IL04720</u>	<u>4/1/24</u>
<u>City of Chicago</u>	<u>Elevator Contractor</u>	<u>BEVC000156</u>	<u>11/20/24</u>

6. Related Experience

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Washington School</u>	<u>Jefferson School</u>	<u>Hines VA Hospital</u>
Owner Address	<u>201 Washington</u>	<u>1525 Loomis</u>	<u>5000 Hines Ave.</u>
	<u>Naperville, Il.</u>	<u>Naperville, Il.</u>	<u>Hines, Il.</u>
Reference	<u>Paul Benetazzo</u>	<u>Paul Benatazzo</u>	<u>Aaron Walsh</u>
Telephone Number	<u>630-420-6469</u>	<u>630-420-6469</u>	<u>708-202-8387 x 21152</u>
Type of Work	<u>Elevator Modernization</u>		<u>New Elevator Bldg 20</u>

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

DATED: February 13, 2024.

Bidder

Attest

By: Dan Shultz _____

By: Jim Crafton _____

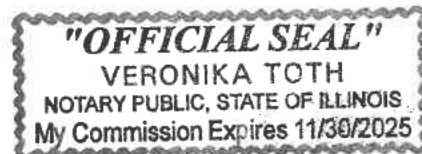
Title: Sales manager _____

Title: Sales manager (2) _____

Subscribed and Sworn to before me on February 13th, 2024.

Notary Public

My commission expires: November 30th, 2025



ACCEPTANCE

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

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



Agenda Item Executive Summary

TITLE: Resolution No. R-30-2024: Approving a Contract with Northern Divers USA, Inc. for Intake Cleaning and Video Inspection (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The 2024 Electric Fund Budget contains \$48,000 (account no. 500.41.28-567) for intake cleaning and video inspection.

EXECUTIVE SUMMARY:

The Electric Plant utilizes a raw water intake in combination with an intake pond and cooling pond to manage the water used for cooling purposes during generation. Cooling water for the steam condensers and diesel generators is drawn from the intake pond located east of the Electric Plant. The intake pond is enclosed by sheet pilings and a pier. Water is drawn into the intake pond using either a 60" pipe that extends approximately 1,500 ft. into Lake Michigan or through a surface water sluice gate toward the east end of the intake pond.

The 60" sluice gate (i.e. valve) located where the raw water intake pipe connects to the intake pond was repaired by Northern Divers in 2021 (R-77-2021.) During peak pumpage periods, this raw water intake is also used by the Water Plant in combination with 20" raw water line and during certain weather events the 60" valve is operated to manage incoming raw water turbidity.

Water & Electric staff poured a temporary concrete cap on the pier in late 2023. Between the date when the sluice gate was repaired and the concrete poured, wave action from Lake Michigan pushed a significant amount of sand and gravel into the cooling pond, up against the sluice gate and into the 60" intake. Water plant staff have discovered sand and gravel in the settling basins, likely as a result of the buildup in the intake.

In light of these issues, staff sought contracted services to clean the debris from around the sluice gate. Additionally, staff would like to have an interior video inspection taken of the entirety of the 1,500 ft intake out into the lake. This will help us determine if there is additional sediment buildup or Zebra mussel buildup down the intake.

Staff is requesting approval to waive formal bidding and use Northern Divers. The contractor has previously performed the intake dive inspections and has been used by the Water Fund on a regular basis. The contractor has been competitive on projects formally bid. Some of the contracts awarded to the vendor through the competitive bidding process include: multiple awards for the maintenance work

on the Water Plant raw water line, intake dive inspections, and removal of sediment in the Water Plant wet well.

The Electric Fund Budget includes \$48,000 (account no. 500.41.28-567) for this work. Northern Divers proposed a cost of \$58,600 with an \$11,000 reduction for use of the Village's backhoe and labor to remove the sediment. The total cost of the proposed work is \$47,600.

Resolution No. R-30-2024, prepared by the Village Attorney, waives the requirement for formal bidding and approves a contract with Northern Divers for the intake cleaning and video inspection.

RECOMMENDATION:

Consider adoption of Resolution No. R-30-2024, prepared by the Village Attorney, waiving the requirement for formal bidding and approving a contract with Northern Divers for the intake cleaning and video inspection in an amount not to exceed \$47,600.

ATTACHMENTS:

1. Resolution No. R-30-24: Approving a Contract with Northern Divers USA, Inc. for Intake Cleaning and Video Inspection

RESOLUTION NO. R-30-2024

**A RESOLUTION APPROVING A CONTRACT WITH
NORTHERN DIVERS USA, INC. FOR
INTAKE CLEANING AND VIDEO INSPECTION**

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's Electric Plant has a raw water intake ("***Intake***") in a cooling pond used for cooling purposes during electric generation; and

WHEREAS, the Village desires to clean debris around the intake and have a video inspection performed of the Intake ("***Services***"); and

WHEREAS, the Village has previous contracted with Northern Divers USA, Inc. ("***Contractor***") to perform work relate to the Intake, and Contractor has performed satisfactory work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (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) enter into a contract with Contractor to perform the services in an amount not to exceed \$47,600.00; 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 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, 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 Services.

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

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

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

March 5, 2024

R-30-2024

ADOPTED this 5th day of March, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

Exhibit A
CONTRACT

EXHIBIT A
VILLAGE OF WINNETKA

CONTRACT FOR INTAKE DEBRIS REMOVAL AND INSPECTION

Full Name of Bidder NORTHERN DIVERS USA ("Bidder")
Principal Office Address 10404 FOX BLUFF LN SPRING GROVE IL 60081
Local Office Address 1924 MAIN ST RD SPRING GROVE IL 60081
Contact Person FRANK FROSDEN Telephone Number 847 293 8465

TO: Village of Winnetka ("Village")
510 Green Bay Road
Winnetka, Illinois 60093
Attention: Nicholas Narhi

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the ***Intake Debris Removal and Inspection***
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the ***specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachments A and B)***. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall 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.

D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in 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 shall take in full payment for the Design and all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

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

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

*Invoice to Village upon Work completion.
Payment upon acceptance by Village and delivery of inspection video.*

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

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than May 15, 2024 ("**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 shall extend the Time of Performance; provided, however, that Contractor shall 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. Bonds. Contractor proposes, and agrees, that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the execution of this Contract by both parties.

B. Insurance. Contractor shall 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 shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall 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 shall be maintained at all times while providing, performing, or completing the Design and Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

\$500,000 ea. employee-disease

EXHIBIT A

\$500,000 disease-policy

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall 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 shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. Contractor shall indemnify and save 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 Design or Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that

may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Design or Work or any part thereof.

5. Firm Contract

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

6. 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 6 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. The warranty provided in this Section 6 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 6.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 Design and 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 Design and Work successfully and promptly and to commence and complete the Design and Work within the Contract Price and Contract Time set forth in Sections 3 and 4.

F. Authority to Execute. 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.

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.

7. 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 shall 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 shall 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 Design or 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 shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Design or 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 shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

**VILLAGE OF WINNETKA
CONTRACT FOR THE
INTAKE DEBRIS REMOVAL INSPECTION**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to perform debris removal from around a 60" water intake and sluice gate, as well as a video inspection of the entirety of the water intake line.

2. Work Site:

The Village of Winnetka raw water intake is located in Lake Michigan near 725 Tower Road, Winnetka, IL 60093.

3. Commencement Date:

30 days after execution of the Contract by Owner.

4. Completion Date:

The work shall be scheduled and performed no later than May 15, 2024. The final report and accompanying narrated video shall be submitted within five days of the completed project.

5. Insurance Coverage:

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

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

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

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles

EXHIBIT A

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

G. Assignment. Neither this Contract, nor any interest herein, shall 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 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.

I. Certified Payrolls. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Prevailing Wage Act.

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 shall 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 shall 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 shall control.

DATED this 8TH day of FEB, 2024.

ATTEST:

By: _____
Village Clerk

ATTEST:

By: _____

Title: _____

VILLAGE OF WINNETKA

By: _____
Village Manager

NORTHERN DIVERS USA
Contractor

By: FRANK FROSOLONE

Its: _____



8. **Contract Price:****SCHEDULE OF PRICES**

A. Lump Sum Contract

For providing, performing, and completing all Work identified in the Specifications in Attachment B.

Lump Sum Price for performing Tasks 1 & 2 : \$58,600⁰⁰

Identified price reduction for use of Village excavator: \$11,000⁰⁰

Please provide hourly rate for additional work, if needed : \$1120⁰⁰
(Assume same mobilization)

- B. Any items of Work not specifically listed or referred to in the Schedule of Prices, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

9. **Per Diem Administrative Charge:**

\$250.00 per day

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

The Contract also includes Owner's Village Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

owned, non-owned, or rented.

All employees must be included as insureds.

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

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

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

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

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

All employees must be included as insured.

D. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

EXHIBIT A
ATTACHMENT B

SPECIFICATIONS
Intake Debris Removal and Inspection

1. SCOPE OF WORK:

TASK 1 – Debris Removal

- Divers will perform an inspection of the sluice gate located within the protected area of the water inlet.
- Divers will determine the amount of rock to be removed from the immediate area.
- A topside excavator will remove a designated amount of rock from around the sluice gate to a distance designated by the owner. **(SEE NOTE BELOW)**
- All materials removed will be placed on the blacktop to the north of the channel.
- When proper amounts of rock and sediment are removed, the divers will begin cleaning the inside of the intake tunnel and progress until adequate clearance is found.

TASK 2 – Tunnel Inspection

- An ROV will be inserted into the intake tunnel and perform an inspection looking for any buildup of sediment. The ROV will document all existing conditions of the tunnel within the designated area. ROV should traverse the full length of the intake, approximately 1,400 feet from the sluice gate to the mouth on the lake bed.

NOTE: Winnetka W&E has the ability to provide a backhoe excavator and operator for this project. In your pricing, please provide a potential offset for use of Village labor and equipment.

2. ASSUMPTIONS & GENERAL CLARIFICATIONS

- Pricing
 - Mobilization/Demobilization: This proposal shall include the price for one mobilization and one demobilization of crew and equipment.
 - If additional mobilization/demobilizations are required, that shall be brought to the attention of the Village for approval prior to proceeding with the work.
 - The pricing should assume weekday work only.
 - Provide hourly rate for additional work, if needed.
 - Dive days will be paid in full once onsite, no partial days.

3. HEALTH AND SAFETY REQUIREMENTS:

- Contractor shall comply with all applicable federal, state, and local requirements for protecting the safety of the Contractor's employees, institution staff, and the environment. In particular, all applicable OSHA standards shall be followed when working in accordance with this contract.

EXHIBIT A
ATTACHMENT B

- All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment may include but not limited to; appropriate OSHA climbing and personal fall protection

4. CONTRACTOR QUALIFICATIONS:

- Contractor's firm must be an established company with a minimum of five (5) years' experience and completely familiar with the specific requirements and methods needed for proper performance of this Contract.
- Provide examples of similar projects bid over the past five (5) years.
- Contractor's technical staff assigned to this Contract must have a minimum of (5) years experience to perform any service under this contract.

5. SERVICE WORK:

- Service shall be performed in a professional manner in accordance with industry standard best practices.
- Contractor shall furnish all labor, materials, equipment, insurance, training and certifications to complete the proposed work.
- The Purchaser reserves the right to require the Contractor to repair all contractor caused damages or provide full compensation as determined by the Village.
- Contractor to provide for and follow all safety and security requirements.
- Contractor will provide for safety barriers, signage, fencing, and security specific to their portion of work as necessary for the completion of the job.

6. DIVERS AND DIVING OPERATIONS

- All diving operations shall be conducted by certified commercial divers who have graduated from an ACDE approved Commercial Diving Course or equal. Alternatively, divers who have completed specialized military training i.e., Navy 1st or 2nd Class Dive Courses or Master Dive School shall also qualify.
- The dive team shall consist of no less than a three-person team (Diver, Tender & Dive Supervisor), two of whom shall be certified commercial divers. All team members shall have a current CPR & First Aid Card, O2 Administrator Card, and a complete diver physical within the past 24 months.
- Dive Contractor shall have available for examination, the following documentation: Copy of Standards and Procedures Manual, Safe Practices Manual, Diver Logbooks, and the latest Air Testing Reports. Contractor to provide certificates of training for all personnel conducting diving operations.
- All diving operations shall be conducted with grade diving equipment.

winnetka p/w

Write a description for your map.

Legend

450 SQF7
x 6' muck
= 100 QY
REMOVED

EXHIBIT A

15' 30'



Google Earth

© 2021 Google

70 ft





Agenda Item Executive Summary

TITLE: Resolution No. R-31-2024: Waiving Bidding Requirements and Awarding a Contract to Bosak Ford for the Purchase of a Vehicle (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Water & Electric department has previously purchased fleet vehicles through the Northwest Municipal Purchasing Cooperative; however, this cooperative is not currently accepting orders for 2024 vehicles. Staff reached out to Bosak Ford in Chesterton, Indiana who had previously provided vehicles to the Village. Due to significant supply chain shortages, vehicles meeting the desired specifications have been difficult to locate, forcing the department to explore market options. Bosak provided quotes for three vehicles they currently have on the lot and available for purchase. The preferred quoted vehicle from Bosak Ford is a 2023 Ford F-150 equipped with several important features, such as roll stability control, terrain management, four-wheel drive, anti-lock brakes, and brake assist system.

Due to the inability to purchase vehicles through the cooperative and the significant supply chain shortages, the department is requesting approval to waive bidding requirements and authorize the purchase of a Ford F-150 for operational and administrative use by the new Director of Water & Electric. There is sufficient funding for this vehicle purchase available in the Electric Fund capital budget (Account No. 500.41.28-625). Resolution No. R-31-2024, prepared by the Village Attorney, waives Bidding Requirements and Awards a Contract to Bosak Ford for the Purchase of a Vehicle in an amount not to exceed \$54,453.

RECOMMENDATION:

Consider adopting Resolution No. R-31-2024: Waiving Bidding Requirements and Awarding a Contract to Bosak Ford for the Purchase of a Vehicle in an amount not to exceed \$54,453.

ATTACHMENTS:

1. Resolution No. R-31-2024: Waiving Bidding Requirements and Awarding a Contract to Bosak Ford for the Purchase of a Vehicle

RESOLUTION NO. R-31-2024

**A RESOLUTION WAIVING BIDDING REQUIREMENTS AND AWARDING A
CONTRACT TO BOSAK FORD
FOR THE PURCHASE OF A VEHICLE**

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 Water & Electric Department has identified the need to purchase one 2023 Ford F-150 (“*Vehicle*”); and

WHEREAS, due to supply chain issues and a shortage of vehicle inventories at car dealers, the competitive bidding process for the purchase of the Vehicle is not practical at this time; and

WHEREAS, Bosak Ford (“*Bosak*”) has one Vehicle in its available inventory for a total price of \$54,453.00; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (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) enter into a purchase contract with Bosak for the purchase of the Vehicle;

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, 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 Vehicle.

SECTION 3. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the Vehicle from Bosak, in the total amount of \$54,453.00.

SECTION 4. EXECUTION OF REQUIRED DOCUMENTATION. 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 Manager and necessary to purchase the Vehicle from Bosak in accordance with Section 3 of this Resolution.

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 5th day of March, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

Prepared for: , Winnetka

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370



Client Proposal

Prepared by:

Don Hadley

Office: 219-787-8600

Email: dhadley@bosakmail.com

Date: 02/23/2024



Bosak Ford | 244 Melton Road, Chesterton, Indiana, 463049434

Office: 219-787-8600

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

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Prepared for:

Winnetka

Prepared by: Don Hadley

02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Selected Equip & Specs

Dimensions

- Conventional Capacity: 8,200 lbs.
- Fifth-wheel towing capacity: 8,200 lbs.
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Frame section modulus: 5.1 cu.in.
- Front bumper to front axle: 37.8"
- Rear brake diameter: 13.2"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 13,400 lbs.
- Gooseneck towing capacity: 8,200 lbs.
- Cargo box min width: 51.1"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Vehicle turning radius: 23.9'
- Frame yield strength (psi): 49300.0
- Front brake diameter: 13.8"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"

Powertrain

- * **EcoBoost 2.7L V-6 port/direct injection, DOHC, Ti-VCT variable valve control, twin turbo, engine with 325HP**
- Spark ignition system
- * **Torque: 400 lb.-ft.@3000 RPM**
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Easy Fuel capless fuel filler
- Auto locking hub control
- Engine cylinders: V-6
- * **Horsepower: 325 HP@5000 RPM**
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Electronic transfer case shift

Fuel Economy and Emissions

- * **Fuel economy (city/highway/combined): 18 mpg/24 mpg/20 mpg**
- * **Fuel economy highway: 24 mpg**
- Fuel economy combined: 20 mpg
- Alternate fuel economy city: 14 mpg
- Alternate fuel economy highway: 18 mpg
- Alternate fuel economy combined: 15 mpg
- * **Fuel economy city: 18 mpg**
- Gasoline secondary fuel type
- LEV3-ULEV70 emissions
- Alternate fuel economy (city/highway/combined): 14 mpg/18 mpg/15 mpg
- E85 additional fuel types

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Winnetka

Prepared by: Don Hadley

02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Selected Equip & Specs (cont'd)

Suspension and Handling

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- * **Body-coloured wheel well trim**
- * **Body-coloured door handles**
- Body-coloured front bumper rub strip
- * **Body-coloured rear bumper**
- * **Black grille**
- * **Exterior mirror LED spot lights**
- * **Convex spotter in driver side door mirror**
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- * **18 x 7.5-inch front and rear machined w/painted accents aluminum wheels**
- * **Running boards**
- Standard style pickup box
- Clearcoat paint
- * **Exterior decal**
- Black side window trim
- * **Body-coloured front bumper**
- 2 front tow hooks
- Rear bumper step
- Black door mirrors
- Standard style side mirrors
- * **Turn signal indicator in door mirrors**
- Conventional right rear passenger door
- Active grille shutters
- * **P275/65RS18 AT BSW front and rear tires**

Convenience

- * **SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) virtual assistant**
- Keyfob activated door locks
- Power door locks with 2 stage unlocking
- * **SecuriCode external keypad door lock control**

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Prepared for:

Winnetka

Prepared by: Don Hadley

02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Selected Equip & Specs (cont'd)

- All-in-one remote fob and ignition key
- * **Intelligent Access smart key with hands-free access and push button start**
- Cruise control with steering wheel mounted controls
- * **FordPass Connect smart device and keyfob vehicle start control**
- * **Auto-dimming rear view mirror**
- * **Full floor console**
- * **Keyfob cargo area access release**
- * **Power rear windshield**
- Front beverage holders
- * **8 beverage holders**
- Driver and passenger door bins
- * **Rear under seat tray**
- Dashboard storage
- Retained accessory power
- Trip computer
- Auto-locking doors
- Power tailgate/rear door lock
- * **Keyfob trunk control**
- Day/Night rearview mirror
- Power first-row windows
- Tailgate Assist easy lift tailgate
- Rear window defroster
- Locking glove box
- Rear beverage holders
- 2 seatback storage pockets
- Rear door bins
- Instrument panel bin
- Cabback insulator
- PRND in IP
- Over the air updates

Comfort

- * **Automatic climate control**
- Cabin air filter
- * **SYNC 4 with Enhanced Voice Recognition voice-activated climate control**
- Cloth headliner material
- Full carpet floor covering
- Carpet front and rear floor mats
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- * **Dual-zone front climate control**
- Rear under seat climate control ducts
- * **Rear console climate control ducts**
- Full headliner coverage
- Full floor coverage
- Cloth rear seat upholstery
- Manual tilting steering wheel
- * **Leather and metal-look steering wheel**

Seats and Trim

- * **Seating capacity: 5**
- * **Driver seat with 8-way directional controls**
- Height adjustable front seat head restraints
- Front seat center armrest
- * **Power height adjustable driver seat**
- * **Power driver seat cushion tilt**
- * **Power height adjustable control passenger seat**
- * **Power passenger seat cushion tilt**
- Split-bench rear seat
- * **Bucket front seats**
- * **Front passenger seat with 8-way directional controls**
- Manual front seat head restraint control
- * **Power reclining driver seat**
- * **Power driver seat fore/aft control**
- * **Power reclining passenger seat**
- * **Power passenger seat fore/aft control**
- Fixed rear seats
- Height adjustable rear seat head restraints

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2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Selected Equip & Specs (cont'd)

- * **Driver seat with 2-way power lumbar**
 - Cloth front seat upholstery
- * **Front passenger seat with 2-way power lumbar**
- * **Heated driver and front passenger seats**

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- SYNC 4 external memory control
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- * **12 inch primary LCD display**
- AM/FM stereo radio
- AM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Standard grade speakers
- * **SYNC 4 with Enhanced Voice Recognition voice activated audio controls**
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- * **Configurable instrumentation gauges**
- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Aero-composite headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Front reading lights
- Rear reading lights
- * **LED daytime running lights**
- High mounted center stop light
- Remote activated perimeter approach lighting
- * **Digital/analog instrumentation display**
- Trip odometer
- Compass
- * **Gauge cluster display size (inches): 8.00**
- Oil pressure gauge
- Voltmeter
- Deep tinted windows
- * **LED low and high beam headlights**
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Variable instrument panel light
- * **Front LED fog lights**
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- * **Connected Navigation integrated navigation system with voice activation**
- SYNC 4 handsfree wireless device connectivity
- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

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02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Selected Equip & Specs (cont'd)

- FordPass Connect mobile app access
- FordPass Connect 4G mobile hotspot internet access
- * 4 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Lane Keeping Alert
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Pre-Collision Assist with Pedestrian Detection
- MyKey restricted driving mode
- Electronic stability control system with anti-roll
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- * BLIS with Trailer Tow Coverage blind spot warning
- Reverse Brake Assist collision mitigation
- Driver Alert
- Rear mounted camera
- Reverse Sensing System rear parking sensors

Dimensions

General Weights

* Curb weight	4,839 lbs.	* Rear curb weight	1,923 lbs.
* GVWR	6,600 lbs.	* Payload	1,760 lbs.

Trailer Weights

Fifth-wheel towing capacity	8,200 lbs.	Gooseneck towing capacity	8,200 lbs.
Conventional capacity	8,200 lbs.	GCWR	13,400 lbs.

Front Weights

* Front curb weight	2,916 lbs.	* GAWR front	3,600 lbs.
Axle capacity front	4,800 lbs.	* Spring rating front	3,600 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	3,400 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	3,400 lbs.	Tire/wheel capacity rear	4,498 lbs.

Off Road

Min ground clearance	9.4"	Loading floor height	34.9 "
Approach angle	25.5	Departure angle	26.0

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Winnetka

Prepared by: Don Hadley

02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Selected Equip & Specs (cont'd)*Exterior Measurements*

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Cargo box length	66.0"	Front brake diameter	13.8"
Cargo box min width	51.1"	Rear brake diameter	13.2"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Vehicle turning radius	23.9'
Frame section modulus	5.1 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.8"		

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
--------------------------------	-------------	--	-------------

Interior Volume

Total passenger volume	131.9 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
--------------------	-------	---------------------	-------

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------	-------	---------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	66.0"
-------------------------	-------	--------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	62.6"
--------------------	-------	---------------------	-------

Powertrain*Engine*

* Engine	EcoBoost 2.7L V-6 port/direct injection, DOHC, Ti-VCT variable valve control, twin turbo, engine with 325HP	Valves per cylinder	4
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
* Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	2.7L	* cc	164 cu.in.
* Bore	3.27"	* Stroke	3.27"
* Compression ratio	10.0	* SAEJ1349	AUG2004 compliant

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Winnetka

Prepared by: Don Hadley

02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Selected Equip & Specs (cont'd)

Engine Power

*Horsepower 325 HP@5000 RPM *Torque 400 lb.-ft.@3000 RPM

Alternator

Alternator amps 200A Alternator type Regular duty alternator

Battery

Battery amps 70Ah Battery type Lead acid battery
Battery rating 610CCA Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator Start-stop engine Auto stop-start engine
Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission 10-speed automatic Transmission electronic control Transmission electronic control
Overdrive transmission... Overdrive transmission Lock-up transmission Lock-up transmission
First gear ratio 4.696 Second gear ratio 2.985
Third gear ratio 2.146 Fourth gear ratio 1.769
Fifth gear ratio 1.52 Sixth gear ratio 1.275
Reverse gear ratio 4.866 Seventh gear ratio 1
Eighth gear ratio 0.854 Ninth gear ratio 0.689
Tenth gear ratio 0.636 Selectable mode transmission ... Selectable mode transmission
Sequential shift control SelectShift Sequential shift control

Drive Type

4WD type Part-time 4WD Drive type Four-wheel drive

Drivetrain

*Axle ratio 3.55

Exhaust

*Tailpipe Stainless steel single exhaust with chrome tailpipe finisher

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler Fuel tank capacity 25.99 gal.

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2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Selected Equip & Specs (cont'd)

Drive Feature

Traction control	All-speed ABS and driveline traction control	Locking hub control	Auto locking hub control
Transfer case	Electronic transfer case shift		

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type	Gasoline secondary fuel type	Fuel economy combined	20 mpg
*Fuel economy city	18 mpg	*Fuel economy highway	24 mpg
*Fuel economy (city/highway/combined)	18 mpg/24 mpg/20 mpg	Fuel economy status	Current fuel economy status
Alternate fuel economy status	Current alternate fuel economy status		

Emissions

Emissions	LEV3-ULEV70 emissions	Emissions tiers	Tier 3 Bin 70 emissions
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Fuel Economy (Alternate 1)

Additional fuel types	E85 additional fuel types	Alternate fuel economy city	14 mpg
Alternate fuel economy highway	18 mpg	Alternate fuel economy combined	15 mpg
Alternate fuel economy (city/highway/combined)	14 mpg/18 mpg/15 mpg		

Green Values

Energy Impact Score (Barrels per year)	14.9	* Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	8.9
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Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake

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Selected Equip & Specs (cont'd)

ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
<i>Brake Assistance</i>			
Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
<i>Front Suspension</i>			
Anti-roll bar front	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Double wishbone front suspension		
<i>Front Spring</i>			
Regular front springs	Regular front springs	Springs front	Front coil springs
<i>Rear Spring</i>			
Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs
<i>Rear Suspension</i>			
Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
<i>Steering</i>			
Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Steering type number of wheels	2-wheel steering system

Exterior

<i>Front Wheels</i>			
* Front wheels diameter	18"	Front wheels width	7.5"
<i>Rear Wheels</i>			
* Rear wheels diameter	18"	Rear wheels width	7.5"
<i>Front And Rear Wheels</i>			
* Appearance	machined w/painted accents	Material	aluminum
<i>Front Tires</i>			
* Aspect	65	* Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
* Width	275mm		
<i>Rear Tires</i>			

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Price Level: 370

Selected Equip & Specs (cont'd)

* Aspect	65	* Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
* Width	275mm		

Body Exterior

Trailering

* Towing capability	Trailer towing capability	* Towing class	Class IV tow rating
* Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness
Towing trailer sway	Trailer sway control		

Exterior Features

Box style	Standard style pickup box	Number of doors	4 doors
* Running boards	Running boards		

Body

Body panels... Aluminum body panels with side impact beams

Mirrors

* Convex spotter	Convex spotter in driver side door mirror	* Turn signal in door mirrors	Turn signal indicator in door mirrors
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Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire
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Convenience

Technology

* Virtual assistant	SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) virtual assistant
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Door Locks

Door locks	Power door locks with 2 stage unlocking	* Fob engine controls	Intelligent Access smart key with hands-free access and push button start
Keyfob door locks	Keyfob activated door locks	* External door locks	SecuriCode external keypad door lock control
All-in-one key	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors
Tailgate control	Power tailgate/rear door lock		

Cruise Control

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Selected Equip & Specs (cont'd)

Cruise control	Cruise control with steering wheel mounted controls
Key Fob Controls	
*Keyfob cargo controls	Keyfob trunk control
*Fob remote vehicle controls	
FordPass Connect smart device and keyfob vehicle start control	
Rear View Mirror	
*Rearview mirror	Auto-dimming rear view mirror
Day/Night rearview mirror	
Day/Night rearview mirror	
Exterior Mirrors	
Door mirrors	Power door mirrors
Heated door mirrors	Heated driver and passenger side door mirrors
Folding door mirrors	
Manual folding door mirrors	
Front Side Windows	
First-row windows	Power first-row windows
Floor Console	
*Floor console	Full floor console
*Floor console storage	
Locking floor console storage	
Overhead Console	
Overhead console	Mini overhead console
Overhead console storage	
Overhead console storage	
Driver Visor	
Visor driver mirror	Driver visor mirror
Passenger Visor	
Visor passenger mirror	Passenger visor mirror
Power Outlets	
12V power outlets	1 12V power outlet
*120V AC power outlets	
3 120V AC power outlets	
Pickup Box	
Easy lift tailgate	Tailgate Assist easy lift tailgate
Remote Releases	
*Cargo access	Keyfob cargo area access release
Rear Windshield	
Rear window defroster	Rear window defroster
*Rear windshield	
Power rear windshield	

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Price Level: 370

Selected Equip & Specs (cont'd)

Storage

Door bins front	Driver and passenger door bins	Door bins rear	Rear door bins
* Number of beverage holders	8 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Locking glove box
Instrument panel storage	Instrument panel bin	Dashboard storage	Dashboard storage
Seatback storage pockets	2 seatback storage pockets	* Under seat tray rear	Rear under seat tray

Windows Feature

One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
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Windows Rear Side

Second-row windows	Power second-row windows
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Miscellaneous

Cabback insulator	Cabback insulator	Trip computer	Trip computer
PRND in IP	PRND in IP	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

Climate Control

* Climate control	Automatic climate control	* Dual-zone front climate control	Dual-zone front climate control
Cabin air filter	Cabin air filter	* Voice activated climate control	SYNC 4 with Enhanced Voice Recognition voice-activated climate control
Rear under seat ducts	Rear under seat climate control ducts	* Rear console climate control ducts	Rear console climate control ducts

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Floor Trim

Floor covering	Full carpet floor covering	Floor coverage	Full floor coverage
Floor mats	Carpet front and rear floor mats		

Second-Row Seat Trim

Rear seat upholstery	Cloth rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
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Steering Wheel

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Selected Equip & Specs (cont'd)

Steering wheel telescopic Manual telescopic steering wheel
Steering wheel tilt Manual tilting steering wheel

* Steering wheel material **Leather and metal-look steering wheel**

Seats and Trim

Seat Capacity

* Seating capacity **5**

Front Seats

* Driver seat direction **Driver seat with 8-way directional controls**
* Driver seat fore/aft control **Power driver seat fore/aft control**
* Passenger seat direction **Front passenger seat with 8-way directional controls**
* Reclining passenger seat **Power reclining passenger seat**
* Passenger seat fore/aft control **Power passenger seat fore/aft control**
Front head restraints Height adjustable front seat head restraints
Armrests front center Front seat center armrest

* Height adjustable driver seat **Power height adjustable driver seat**
* Driver seat cushion tilt **Power driver seat cushion tilt**
* Split front seats **Bucket front seats**
* Height adjustable passenger seat **Power height adjustable control passenger seat**
* Passenger seat cushion tilt **Power passenger seat cushion tilt**
Front head restraint control Manual front seat head restraint control
* Reclining driver seat **Power reclining driver seat**

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats 60-40 folding rear seats
Rear seat folding position Fold-up rear seat cushion
Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

* Driver lumbar **Driver seat with 2-way power lumbar**

* Front passenger lumbar **Front passenger seat with 2-way power lumbar**

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Heated Front Seats

* Heated front seats **Heated driver and front passenger seats**

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Price Level: 370

Selected Equip & Specs (cont'd)

Interior Accents

Interior accents Chrome and metal-look interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row LCD displays	2 total number of 1st row displays
*LCD primary display size 12 inch primary LCD display			

Radio Features

Aux input jack	Auxiliary input jack	External memory control	SYNC 4 external memory control
Seek scan	Seek scan	RDS	Radio data system (RDS)
Internet radio capability	Internet radio capability		

Speakers

Speakers	Standard grade speakers	Speakers number	6
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Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
*Voice activated audio SYNC 4 with Enhanced Voice Recognition voice activated audio controls		Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer	Trip odometer	* Instrumentation display	Digital/analog instrumentation display
*Configurable instrumentation gauges		Configurable instrumentation gauges	

Instrumentation Displays

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Selected Equip & Specs (cont'd)

Temperature display	Exterior temperature display	Clock	In-radio display clock
Compass	Compass		

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Voltmeter	Voltmeter
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	* Gauge cluster display size (inches)	8.00

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low washer fluid warning	Low washer fluid warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning
Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Door ajar warning	Door ajar warning	Service interval warning	Service interval indicator
Low tire pressure warning	Tire specific low air pressure warning		

Glass

Tinted windows Deep tinted windows

Headlights

* Headlights	LED low and high beam headlights	Headlight type	Aero-composite headlights
Auto headlights	Ford Co-Pilot360 - Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	Auto high-beam headlights	Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
DRL preference setting	DRL preference setting		

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights	Rear reading lights	Rear reading lights

Lights

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Selected Equip & Specs (cont'd)

* Running lights	LED daytime running lights	Interior courtesy lights	Fade interior courtesy lights
* Fog lights	Front LED fog lights	High mount stop light	High mounted center stop light
Pickup box cargo light	Pickup box cargo light	Perimeter approach lighting	Remote activated perimeter approach lighting

Technology and Telematics

Navigation

* Integrated navigation	Connected Navigation integrated navigation system with voice activation
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Connectivity

Handsfree	SYNC 4 handsfree wireless device connectivity	Smart device integration	AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
Emergency SOS	SYNC 4 911 Assist emergency SOS system via mobile device		

Internet Access

Internet access	FordPass Connect 4G mobile hotspot internet access
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USB Ports

* USB ports	4 USB ports
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Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Passenger front impact airbag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Occupancy sensor	Airbag occupancy sensor
Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags		

Seatbelts

3-point seatbelt	Rear seat center 3-point seatbelt	Height adjustable seatbelts	Front height adjustable seatbelts
Seatbelt pretensioners	Front seatbelt pretensioners	Seatbelt pretensioners number	2 seatbelt pretensioners

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Selected Equip & Specs (cont'd)

Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Security system	Security system		

Active Driving Assistance

Lane departure	Lane Keeping Alert	* Blind spot	BLIS with Trailer Tow Coverage blind spot warning
Forward collision warning	Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation	Rear collision warning	Reverse Brake Assist collision mitigation
Pedestrian detection	Pre-Collision Assist with Pedestrian Detection	Driver attention monitor	Driver Alert
Restricted driving mode	MyKey restricted driving mode		

Cameras

Rear camera	Rear mounted camera
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Traction Control

Electronic stability control	Electronic stability control system with anti-roll
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Parking Sensors

Parking sensors	Reverse Sensing System rear parking sensors
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Occupant Safety

Child door locks	Manual rear child safety door locks
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Warranty

Standard Warranty

Basic Warranty	
Basic warranty	36 months/36,000 miles
Powertrain Warranty	
Powertrain warranty	60 months/60,000 miles
Corrosion Perforation	
Corrosion perforation warranty	60 months/unlimited
Roadside Assistance Warranty	
Roadside warranty	60 months/60,000 miles

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Price Level: 370

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$50,220.00
Packages		
302A	Equipment Group 302A High	\$5,955.00
	- Option Discount	-\$2,000.00
	Includes:	
	- Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.	
	- 8" Productivity Screen in Instrument Cluster	
	- SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 90-day trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the navigation service will terminate. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.	
	- Radio: AM/FM SiriusXM w/360L Includes 7 speakers and a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.	
	- Class IV Trailer Hitch Receiver Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).	
	- Dual Zone Electronic Automatic Temperature Control	
	- Wrapped Steering Wheel	
	- Rear Under-Seat Storage	
	- 10-Way Power Driver & Passenger Seats Multi-adjustable power front passenger seat and power lumbar driver/passenger.	
	- Heated Front Seats	
	- Intelligent Access w/Push Button Start Includes approach detection.	
	- SecuriCode Drivers Side Keyless-Entry Keypad	
	- Power Glass Heated Sideview Mirrors Includes manual folding, turn signal and black skull caps.	
	- Auto-Dimming Rearview Mirror	
	- LED Sideview Mirror Spotlights Includes high-intensity LED security approach lamps.	
	- Onboard 400W Outlet	

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As Configured Vehicle (cont'd)

Code	Description	MSRP
	Replaces two (2) front USB charge only ports and an additional outlet in the bed. - Remote Start System w/Remote Tailgate Release - LED Reflector Headlamps Includes LED fog lamps with LED cornering lamp in fog lamps. - Zone Lighting	

Powertrain

99P	Engine: 2.7L V6 EcoBoost Includes auto start-stop technology. Includes: - 3.55 Axle Ratio - GVWR: 6,600 lbs Payload Package	\$1,285.00
44G	Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.	Included
X19	3.55 Axle Ratio	Included
NONGV1	GVWR: 6,600 lbs Payload Package	Included

Wheels & Tires

T88	Tires: 275/65R18 BSW A/T	Included
64X	Wheels: 18" 6-Spoke Machined Aluminum Includes gloss black painted pockets.	Included

Seats & Seat Trim

F	Unique Sport Cloth 40/Console/40 Front-Seats Includes power driver/manual passenger lumbar, flow-through console with floor shift and two (2) USB charge only ports.	Included
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Other Options

145WB	145" Wheelbase	STD
582	Radio: AM/FM SiriusXM w/360L	Included

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As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 7 speakers and a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i>	
862	XLT Sport Appearance Package <i>Includes body-color wheelip moldings and unique interior finish.</i> <i>Includes:</i> - Wheels: 18" 6-Spoke Machined Aluminum <i>Includes gloss black painted pockets.</i> - Tires: 275/65R18 BSW A/T - Accent-Color Step Bars - Body-Color Door & Tailgate Handles <i>Includes body-color bezel on side doors and black on tailgate.</i> - Body-Color Front & Rear Bumpers <i>Includes body-color front fascia.</i> - Box Side Decals - Chrome Single-Tip Exhaust - Black 2-Bar Style Grille w/Black Surround/Accents - Unique Sport Cloth 40/Console/40 Front-Seats <i>Includes power driver/manual passenger lumbar, flow-through console with floor shift and two (2) USB charge only ports.</i>	\$465.00
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	Included
435	Power-Sliding Rear Window	\$350.00
54R	Power Glass Heated Sideview Mirrors <i>Includes manual folding, turn signal and black skull caps.</i> <i>Includes:</i> - Auto-Dimming Rearview Mirror	Included
59S	LED Sideview Mirror Spotlights <i>Includes high-intensity LED security approach lamps.</i>	Included
PAINT	Monotone Paint Application	STD
471	Onboard 400W Outlet <i>Replaces two (2) front USB charge only ports and an additional outlet in the bed.</i>	Included

Fleet Options

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Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

As Configured Vehicle (cont'd)

Code	Description	MSRP
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
Emissions		
425	50 State Emissions	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
FB_01	Black w/Unique Sport Cloth 40/Console/40 Front-Seats	N/C
SUBTOTAL		\$56,275.00
Destination Charge		\$1,995.00
TOTAL		\$58,270.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		\$50,220.00
Options		\$6,055.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$58,270.00
Pre-Tax Adjustments		
Code	Description	MSRP
Bosak Discount	Bosak Discount and Fleet Incentive	-\$3,817.00
Total		\$54,453.00

Customer Signature

Acceptance Date

Prepared for:

Winnetka

Prepared by: Don Hadley

02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

* Running boards

* Class IV tow rating

* Overdrive transmission

* Transmission electronic control

* Stainless steel single exhaust with chrome tailpipe finisher

* Battery rating: 610CCA

* Battery run down protection

* Driver selectable drivetrain mode

* Connected Navigation integrated navigation system with voice activation

* Steering wheel mounted audio controls

* AM/FM stereo radio

* Radio data system (RDS)

* SYNC 4 external memory control

* Vehicle body length: 231.7"

* Axle capacity rear: 4,800 lbs.

* Axle capacity front: 4,800 lbs.

* Standard ride suspension

* Rear window defroster

* Heated driver and passenger side door mirrors

Exterior: Oxford White

Interior: Black w/Unique Sport Cloth
40/Console/40 Front-Seats

* 18 x 7.5-inch front and rear machined
w/painted accents aluminum wheels

* P275/65RS18 AT BSW front and rear tires

* Lock-up transmission

* Alternator Amps: 200A

* All-speed ABS and driveline traction control

* Lead acid battery

* Auto stop-start engine

* Fuel tank capacity: 25.99 gal.

* 12 inch primary LCD display

* Bluetooth wireless audio streaming

* Seek scan

* Auxiliary input jack

* Internet radio capability

* Wheelbase: 145.0"

* Tire/wheel capacity rear: 4,498 lbs.

* Spring rating front: 3,600 lbs.

* Trip computer

* Power door mirrors

* Manual folding door mirrors

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$50,220.00

Transmission: Electronic 10-Speed Automatic Included

145" Wheelbase STD

Monotone Paint Application STD

Fleet Customer Powertrain Limited Warranty N/C

50 State Emissions STD

Paint Table : Monotone Paint Application \$0.00

Wheels: 18" 6-Spoke Machined Aluminum Included

XLT Sport Appearance Package \$465.00

Engine: 2.7L V6 EcoBoost \$1,285.00

Unique Sport Cloth 40/Console/40 Front-Seats Included

GVWR: 6,600 lbs Payload Package Included

Tires: 275/65R18 BSW A/T Included

3.55 Axle Ratio Included

Equipment Group 302A High \$5,955.00

- Option Discount -\$2,000.00

Power-Sliding Rear Window \$350.00

Radio: AM/FM SiriusXM w/360L Included

8" Productivity Screen in Instrument Cluster Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Winnetka

Prepared by: Don Hadley

02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Major Equipment

* DRL preference setting	* LED daytime running lights
* Deep tinted windows	* Variable intermittent front windshield wipers
* Electronic stability control system with anti-roll	* Manual rear child safety door locks
* Driver front impact airbag	* Seat mounted side impact driver airbag
* Passenger front impact airbag	* Seat mounted side impact front passenger airbag
* Airbag occupancy sensor	* 6 airbags
* SecuriLock immobilizer	* Automatic climate control
* Dual-zone front climate control	* Rear under seat climate control ducts
* Fixed rear seats	* 60-40 folding rear seats
* Split-bench rear seat	* Front facing rear seat
* Fold-up rear seat cushion	* Height adjustable rear seat head restraints
* Manual rear seat head restraint control	* 3 rear seat head restraints
* Bucket front seats	* Driver seat with 8-way directional controls
* Front passenger seat with 8-way directional controls	* Height adjustable front seat head restraints
* Manual front seat head restraint control	* Front seat center armrest
* Power reclining driver seat	* Power height adjustable driver seat
* Power driver seat fore/aft control	* Power driver seat cushion tilt
* Power reclining passenger seat	* Power height adjustable control passenger seat
* Power passenger seat fore/aft control	* Cloth front seat upholstery
* Cloth front seatback upholstery	* Driver seat with 2-way power lumbar
* Front passenger seat with 2-way power lumbar	* Heated driver and front passenger seats
* 4-wheel disc brakes	* 4-wheel antilock (ABS) brakes

As Configured Vehicle

MSRP

SYNC 4 w/Enhanced Voice Recognition	Included
Class IV Trailer Hitch Receiver	Included
Dual Zone Electronic Automatic Temperature Control	Included
Wrapped Steering Wheel	Included
Rear Under-Seat Storage	Included
10-Way Power Driver & Passenger Seats	Included
Heated Front Seats	Included
Intelligent Access w/Push Button Start	Included
SecuriCode Drivers Side Keyless-Entry Keypad	Included
Power Glass Heated Sideview Mirrors	Included
Auto-Dimming Rearview Mirror	Included
LED Sideview Mirror Spotlights	Included
Onboard 400W Outlet	Included
Remote Start System w/Remote Tailgate Release	Included
Chrome Single-Tip Exhaust	Included
LED Reflector Headlamps	Included
Zone Lighting	Included
Accent-Color Step Bars	Included
Body-Color Door & Tailgate Handles	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Winnetka
Prepared by: Don Hadley
02/23/2024



Bosak Ford | 244 Melton Road Chesterton Indiana | 463049434

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 370

Major Equipment

- * Electronic parking brake
- * Brake assist system
- * Hill Start Assist

Fuel Economy

City
18 mpg



Hwy
24 mpg

As Configured Vehicle

MSRP

- Body-Color Front & Rear Bumpers Included
- Box Side Decals Included
- Black 2-Bar Style Grille w/Black Surround/Accents... Included
- Oxford White N/C
- Black w/Unique Sport Cloth 40/Console/40 Front-Seats... N/C

SUBTOTAL	\$56,275.00
Destination Charge	\$1,995.00
TOTAL	\$58,270.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR

6,600 lbs

GVW

Totals

1 Payload - (Added Equipment)	0 lbs
Occupants Weight	900 lbs
Curb Weight (as configured)	4,839 lbs
TOTAL	5,739 lbs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,760 lbs
Useable Payload	860 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.



Agenda Item Executive Summary

TITLE: Resolution No. R-32-2024: Extending a Contract with Christy Webber & Company for Landscape Maintenance Services (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of the Fiscal Year 2024 budget, funding in the amount of \$162,500.00 in General Fund Account No. 100.30.01-543 (Public Property Maintenance) was included for the maintenance of turf and landscaping at various parking lots, buildings, streetscape and right-of-way locations.

EXECUTIVE SUMMARY:

As part of its on-going responsibilities, the Public Works Department maintains the landscaping and turf at various Village-owned properties. This includes all mowing, litter removal, pruning, deadheading, mulching, weed control and tree and shrub care at these sites.

In March 2021, the Village Council approved Resolution R-31-2021, which authorized an initial three-year agreement with Christy Webber & Co. of Chicago, Illinois ("Christy Webber"). The documents contemplated the possibility of a two-year extension with all the same terms, conditions and pricing subject to mutual agreement. Christy Webber has indicated that it desires to extend the agreement, and the Village has found their work to be satisfactory. As the pricing will remain unchanged, the total for the work will be \$154,980 per year for Fiscal Years 2024 and 2025 with final completion in November 2025.

The Fiscal Year 2024 Budget contains \$162,500 in General Fund Account No. 100.30.01-543 (Public Property Maintenance) for this work.

Staff recommends approval of an agreement renewing the Village's existing contract with Christy Webber & Co. of Chicago, Illinois for the 2024 and 2025 public property maintenance program.

RECOMMENDATION:

Consider adopting Resolution R-32-2024 approving an extending a contract with Christy Webber & Co. for landscape maintenance services.

ATTACHMENTS:

1. Resolution No. R-32-2024: Extending a Contract with Christy Webber & Company for Landscape Maintenance Services

RESOLUTION NO. R-32-2024

**A RESOLUTION EXTENDING A CONTRACT WITH CHRISTY WEBBER &
COMPANY FOR LANDSCAPE MAINTENANCE 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, in 2020, the Village issued Bid #020-023 (***“Request for Bids”***) to provide the Village landscape maintenance services (***“Services”***); and

WHEREAS, on March 2, 2021, pursuant to Resolution R-31-2021, Christy Webber & Company (***“Contractor”***) was awarded a three year contract to provide the Services to the Village with two, one-year options to renew (***“Contract”***); and

WHEREAS, the Contractor has performed the Services in a satisfactory manner; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to exercise its option to extend the Contract for two additional years;

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 EXTENSION. The Village Council hereby approves the Extension in substantially in the form attached to this Resolution as **Exhibit A** and a final form approved by the Village Attorney (***“Extension”***).

SECTION 3: AUTHORIZATION TO EXECUTE EXTENSION. 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 Extension after receipt by the Village Manager of two executed copies of the final Extension from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Extension from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Extension 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.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 5th day of March, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EXTENSION

**EXTENSION TO THE CONTRACT FOR VILLAGE LANDSCAPE
MAINTENANCE SERVICES**

THIS EXTENSION ("**Extension**") is made as of this 5th day of March, 2024 ("**Execution Date**") by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **CHRISTY WEBBER & COMPANY**, an Illinois corporation ("**Contractor**").

WITNESSETH:

WHEREAS, the Village and Contractor entered into that certain Contract for Village Landscape Maintenance Services dated March 2, 2021 ("**Agreement**"), pursuant to which the Contractor has provided landscape maintenance services to the Village ("**Services**"); and

WHEREAS, the term of the Agreement was for an initial three years; and

WHEREAS, the Village and the Contractor desire to extend the Agreement for an additional two years pursuant to the same pricing and terms; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Contractor hereby covenant and agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.

2. **Extension to the Agreement.** The Agreement is hereby extended for an additional period commencing on March 15, 2024, and ending on November 20, 2025 ("**Extension Term**"), unless sooner terminated pursuant to the terms of the Agreement.

3. **Terms.** The Parties agree that during the Extension Term, the pricing for the Services shall be as set forth in the Agreement and not increase, and the terms of the Agreement shall continue to govern.

4. **Counterparts.** To facilitate execution of this Extension, this Extension may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Extension, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the Execution Date first above written.

JS
2/27/24

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____
Its: _____

CHRISTY WEBBER & COMPANY,
an Illinois corporation

By: [REDACTED] 2/27/24
Its: ACCOUNT MANAGER



Agenda Item Executive Summary

TITLE: Approval of Annual Outdoor Seating Area Permits (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Annual outdoor seating area permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070).

EXECUTIVE SUMMARY:

The Village Code requires Village Council permission for businesses to operate on public sidewalks. Twenty-three Winnetka businesses have applied for outdoor seating permits. The applicants submitted proposed layout sketches and certificates of insurance showing at least \$1,000,000/ occurrence and \$2,000,000 general aggregate liability, naming the Village as an additional insured.

The Village's insurance broker is in the process of reviewing and approving the insurance certificates, and Public Works Assistant Director Erik Jensen will inspect the requested table layouts. Staff will work with the applicants to assure appropriate passage of pedestrians.

RECOMMENDATION:

Consider approval of the 2024 Outdoor Seating Area Permit applications, pending final insurance certificate and table layout approval by the Village.

ATTACHMENTS:

1. Village Council Approval Outdoor Seating Licenses 3.5.2024

Licensee	Business Address	Permit Number	# of Tables	# of Chairs
At Properties	30 Green Bay Road	1	2	2
501 Local	501 Chestnut Street	2	10	40
The LAB	544 Lincoln Avenue	3	3	6
Deep Purpl Empinadas	552 Lincoln Ave	4	4	12
Fizz & Pop	566 Chestnut Suite 16	5	2	4
Fred's Garage	574 Green Bay Road	6	4	16
Good Grapes - Sidewalk	821 Chestnut Ct	7	10	40
Grateful Bites Pizza Shoppe	899 Green Bay Road	8	6	26
HeART Studio	964 Green Bay Road	9	1	2
Hometown Coffee & Juice	749 Elm Street	10	23	68
Jimoto	813 Oak Street	11	8	16
La Taquiza	566 Chestnut	12	2	4
Little Honeycomb	540 Lincoln Avenue	13	13	48
Noah's Ark	831 Elm St	14	1	2
Once Upon a Bagel	1050 Gage St	15	6	18
Original Green Bay Café	568 Green Bay Road	16	4	12
Peet's Coffee	817 Elm Street	17	6	17
Soupicurean	566 Chestnut Suite 10	18	4	16
Spirit Elephant	924 Green Bay Rd	19	5	10
Stacked and Folded	551 Lincoln Ave	20	6	24
Tocco	507 Chestnut St	21	8	16
Town & Oak	921-23 Green Bay Rd	22	7	28
True Juice	542 Chestnut St	23	2	4



Agenda Item Executive Summary

TITLE: Approval of Amended Village Council Meeting Schedule for 2024

PRESENTER: Kristin Kazenas

AGENDA DATE: March 5, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

November 14, 2023 - Council approved the Annual Meeting Notice for 2024.

December 19, 2023 - Council approved an amended Annual Meeting Notice for 2024.

EXECUTIVE SUMMARY:

After approval of the 2024 Annual Village Council meeting schedule on November 14, 2023, Council determined that a revised January 2024 Village Council meeting schedule would be beneficial since the first regularly scheduled Council meeting was planned for January 2, the day after the New Year's holiday. The amended meeting schedule for the January 2024 Village Council meetings was approved on December 19, 2023.

At its February 21, 2024 special meeting, the Planned Development Commission (PDC) unanimously recommended that the Council approve moving the regular meeting date from the 1st Wednesday of the month to the 3rd Wednesday of the month, except for the November and December meetings. These meetings will be held on the 3rd Monday of November and December.

The rationale for the change in the meeting schedule is as follows. The Village's practice is to have the Design Review Board (DRB) complete its review of a planned development application prior to the PDC's review of the application. Before staff can notice the PDC public hearing on the planned development, staff must wait for the DRB to make its recommendation. The DRB's regular monthly meeting is the fourth Thursday of each month. Given the timing of the regular monthly DRB meeting, there is not sufficient time to meet the public hearing notice requirements prior to the PDC's next regular monthly meeting on the 1st Wednesday of the month. This means that an applicant must wait 6 - 7 weeks before they can appear before the PDC on a regular meeting date. If the date of the regular PDC meeting is moved to the third Wednesday of the month, the applicant would only need to wait approximately a month, resulting in a more efficient process.

The amended 2024 Annual Village Council meeting schedule which incorporates this change is attached.

RECOMMENDATION:

Consider approval of an amended Village Council Meeting Schedule for 2024.

ATTACHMENTS:

1. 2024 Annual Meetings Notice-Amended 2024.03.05

VILLAGE OF WINNETKA
OPEN MEETINGS ACT NOTICE
AMENDED SCHEDULE OF REGULAR MEETINGS FOR 2024

Pursuant to the provisions of the Illinois Open Meetings Act, notice is hereby given of the Schedule of Regular Meetings of the various public bodies of the Village of Winnetka for the year 2024.

The following boards and commissions meet in the Council Chambers of the Winnetka Village Hall, 510 Green Bay Road, Winnetka, Illinois, at 7:00 p.m., on the dates shown, except as otherwise indicated:

Village Council – Regular Meeting	1 st and 3 rd Tuesday of each month *Except below
Village Council – Study Sessions	2 nd Tuesday of each month
Plan Commission	4 th Wednesday of each month, except: 3 rd Wednesday in November and December
Zoning Board of Appeals	2 nd Monday of each month
Design Review Board/Sign Board of Appeals	3 rd Thursday of each month
Environmental & Forestry Commission	2 nd Wednesday of each month
Landmark Preservation Commission	1 st Monday of each month, except: 3 rd Monday in January and September
Board of Fire and Police Commissioners	3 rd Thursday of April and October at 5:00 p.m., Village Hall conference room
Planned Development Commission	3 rd Wednesday of each month, except: 3 rd Monday in November and December

¹ The Village Council meetings scheduled in January will be held as follows due to the New Years Day holiday:

- a. The Regular Village Council meeting scheduled on January 2 will be held on January 9.
- b. The Village Council Study Session meeting scheduled on January 9 will be held on January 16.
- c. The Regular Village Council meeting scheduled on January 16 will be held on January 23.

² The Regular Village Council meeting scheduled on March 19 will be held on March 21 due to the General Primary Election.

³ The Regular Village Council meeting scheduled on November 5 will be held on November 7 due to the General Election.

The **Police Pension Fund** board meets at the Police Department, 410 Green Bay Road, on the 4th Thursday of January, April, July and October at 8:30 AM

The following boards and commissions meet at the Winnetka Fire Department, 428 Green Bay Road, at the dates and times indicated:

Firefighters Pension Fund Board	2 nd Wednesday of February, May, August and November; at 3:00 PM
Foreign Fire Insurance Board	3 rd Monday of January, March, May, July, September, and November at 7:30 AM

Agendas: Agendas can be found on the Village of Winnetka website, villageofwinnetka.org, or at Village Hall on the first floor public bulletin board.

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, the Assistant Village Manager, at 510 Green Bay Road, Winnetka, Illinois 60093 (telephone: 847-716-3543; T.D.D.: 847-501-6041).



Agenda Item Executive Summary

TITLE: Ordinance No. MC-04-2024: Amending Chapter 15.60 of the Winnetka Village Code Concerning Window Sign Regulations (Introduction/Adoption)

PRESENTER: David Schoon

AGENDA DATE: March 5, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

1/17/2023 – Council adopted Ordinance No. MC-01-2023, Amending Chapter 15.60 of the Winnetka Village Code and the Village's Design Guidelines Concerning Sign Regulations.

EXECUTIVE SUMMARY:

On March 5, 2024, the Village Council is scheduled to consider the introduction and adoption of Ordinance No. MC-4-2024, Amending Chapter 15.60 of the Winnetka Village Code Concerning Window Sign Regulations (**Attachment 1**). Since the adoption of sign regulation amendments in January 2023, the Design Review Board and staff noted that the Board had consistently approved the placement of window signs on the exterior of windows, which was only allowed with Board approval. The Board indicated that it may be appropriate to allow staff to administratively approve window signs not only on the interior of a window but also on the exterior of a window.

The Design Review Board (DRB) considered such an amendment on December 21, 2023. **Attachment 2** includes the staff report to the DRB and an excerpt of the meeting minutes summarizing the proposed change. After hearing from the staff, the DRB discussed the request. The Board no longer found it to be a potential issue with applying a window sign on the exterior of a window. By a vote of 4-0, the Board recommended approval of a text amendment to the Sign Code that would allow staff to administratively approve the window signs on either the interior or the exterior of a window.

RECOMMENDATION:

Given that the Design Review Board unanimously recommended approval of the proposed text amendment, the Village Council is scheduled to consider the introduction and adoption of Ordinance No. MC-4-2024, Amending Chapter 15.60 of the Winnetka Village Code Concerning Window Sign Regulations.

ATTACHMENTS:

1. Ordinance No. MC-4-2024: Amending Chapter 15.60 of the Winnetka Village Code Concerning Window Sign Regulations
2. 12.21.2023: Design Review Board Staff Memo and Excerpt of Meeting Minutes

**AN ORDINANCE AMENDING CHAPTER 15.60 OF THE WINNETKA
VILLAGE CODE CONCERNING WINDOW SIGN REGULATIONS**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapter 15.60 of the Winnetka Village Code, as amended ("*Village Code*"), regulates the installation of signs ("*Sign Regulations*"); and

WHEREAS, the Village desires to amend the Sign Regulations regarding window sign placement requirements by authorizing administrative approval of window signs applied to either the exterior or the interior side of the window; and

WHEREAS, the Village Council has determined that amending the Sign Regulations as set forth in this Ordinance is in the best interests of the Village;

NOW, THEREFORE, the Council of the Village of Winnetka does ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: AMENDMENT TO SECTION 15.60.120 OF THE VILLAGE CODE. Section 15.60.120, titled "Commercial Signs," of Chapter 15.60, titled "Signs," of Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"Section 15.60.120 Commercial signs.

A. Defined.

* * *

B. Regulations. Commercial signs of any type not prohibited by Section 15.60.060 may be displayed, subject to obtaining a permit pursuant to this chapter; provided, they comply with the following regulations and the general standards set forth in Section 15.60.130:

1. Wall Signs

* * *

2. Window Signs

a. A window sign that meets all of the following requirements may be administratively approved by the Director of

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

Community Development or their designee. A sign that does not meet all the following requirements must be reviewed and approved by the Design Review Board.

- i. Window signs may be displayed on the street exposure or nonstreet exposure windows of an occupant; provided that, the total area of window signs in any single window pane or any single section of window shall not exceed 10 percent of the area of the single window pane or single section of window on which it is located, except window signs in a door window or transom window shall not exceed 50 percent of the window pane.
- ii. Letters and logos that are part of a window sign shall be no taller than eight inches, except: (i) one logo and the first letter of each word may be up to and no taller than 24 inches; and (ii) lettering that lists store hours and contact information shall be limited to 2 inches in height.
- iii. Overall height of a window sign shall be limited to one-third of the height of the glass area, and the width of a window sign shall be limited to 90 percent of the glass width.
- iv. Decal window signs shall be die-cut and limited to individual letters and logos (e.g., they do not have a background panel).
- v. Decal window signs shall be limited to two colors.
- vi. Floating window signs shall be limited to letters and logos of no more than two colors on a solid background of another color, for a total of three colors.
- vii. Highly reflective materials are not permitted as part of a window sign.
- viii. No window sign shall be illuminated.
- ix. A window sign shall be only located in the lower two-thirds of the window opening. This regulation does not apply to a window sign in a door window or transom window.

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

x. No window sign shall extend over or through architectural features, including but not limited to window muntins.

~~xi.~~ ~~A decal window sign shall only be applied to the interior of the window.~~

~~xii.~~ xi. Street exposures with more than one type of sign must also comply with subsection 150.120.B.9.

* * *

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

SECTION 4: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

PASSED this 5 of March, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this ____ day of _____,
2024.

Introduced: March 5, 2024

Passed and Approved: _____, 2024.

March 5, 2024

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

MC-4-2024



MEMORANDUM VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: DESIGN REVIEW BOARD
FROM: DAVORKA KIRINCIC, AICP
BUILDING AND CODE ENFORCEMENT MANAGER
DATE: DECEMBER 20, 2023
SUBJECT: SIGN CODE AMENDMENT - WINDOW SIGN REQUIREMENTS FOR
ADMINISTRATIVE APPROVAL
(CASE NO. 23-36-DR)

INTRODUCTION

On December 21, 2023, the Design Review Board (DRB) will consider a proposed amendment to the Sign Code to allow administrative approval of either the interior or exterior application of window signs. The Council has final authority on its approval, given only the Village Council can adopt amendments to Sign Code. *In this instance, the DRB is only a recommending body.*

PROPOSED AMENDMENTS

Since Ordinance No. MC-01-2023 was adopted by the Village Council, at the recommendation of the DRB, on January 17, 2023, staff has been able to administratively approve a window sign if the window sign meets all the requirements for such approval. Otherwise, it requires approval by the DRB. **See Attachment A** for a summary of the newly adopted approval process for window signs.

One of the requirements for administrative approval is that a decal window sign shall only be applied to the window's interior. Since January, staff have been able to administratively approve two window sign applications, and the DRB has reviewed and approved seventeen window signs. Of the seventeen sign requests, fourteen requests were approved to apply a window sign to the window's exterior. Per these applicants, the exterior application of a sign would alleviate the issue of window glare that occurs with interior installation, and which glare interferes with a sign's readability as shown at photo bellow. Additionally, given today's printer technology for signs, applicants did not have concerns about maintaining the upkeep of these signs if they are applied on the exterior of the glass. **See Attachment B.**



PHOTO-Sample of the glass glare when window sign is applied on interior of the glass

Staff believe that removing the requirement to apply signs only on the interior of a window would allow more business owners to seek administrative approval of future window sign applications.

RECOMMENDATION

If the DRB chooses to omit the requirement that window signs only be applied on the interior side of a window, an amendment to the Sign Code regarding window sign placement is required, and the DRB should recommend to the Village Council that the following requirement be eliminated from window sign administrative approval requirements:

~~—— xi. A decal window sign shall only be applied to the interior of the window.~~

ATTACHMENTS

- Attachment A Window Sign Amendments Summary as adopted by Ordinance MC-01-2023 by the Village Council.
- Attachment B A Spreadsheets of all Window signs approved either by the DRB or administratively by staff since January 2023.

Window Sign Amendments Summary

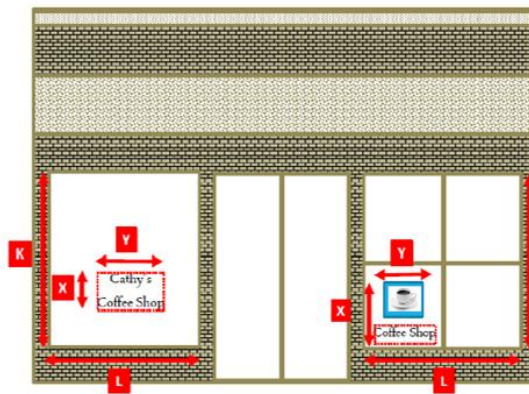
As adopted by Ordinance MC-01-2023 by the Village Council on January 17, 2023

Window Signs allowed by Staff Administrative Approval

If a window sign meets all of the following requirements, staff may be able to administratively approve the window sign. If a sign does not meet all the following requirements, the sign must be reviewed by the Design Review Board.

1) **Sign Area Requirements.**

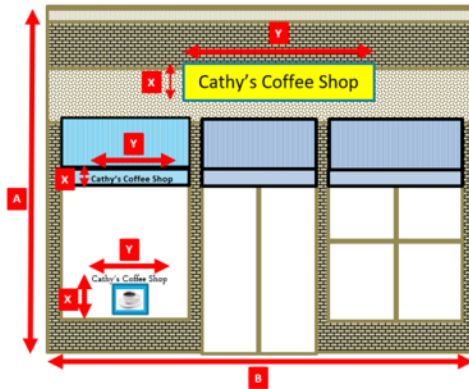
- a) A window sign(s) shall occupy 10% or less of the window opening, except a window sign(s) in a door window and transom window shall occupy 50% or less of the window opening. *(Existing sign requirement.)*



- May occupy no more than 10% of a window opening

$$\text{Sign Area/Window Area} = \frac{(X * Y) + (K * L) \leq 10\%}{}$$

- b) The total area of all **wall signs, window signs, and awning signs** shall be no more than 15% of the area of street exposure. *(Existing sign requirement.)*



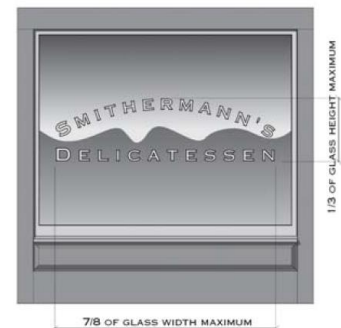
The total area of all wall signs, window signs, and awning signs may be no more than 15% of the area of street exposure

$$\text{Total Street Exposure} = A * B$$

$$(\text{Wall Sign Area} + \text{Window Sign Area} + \text{Awning Sign Area}) \leq 15\% \text{ of Total Street Exposure}$$

2) **Letters & Logo Size Requirements**

- a) Letters & logos shall be no taller than 8", except (i) one logo and the first letter of each word may be up to no taller than 24" and (ii) store hours and contact information shall be limited to 2" in height, AND
- b) Height of a window sign shall be limited to 1/3rd height of glass area, and width of window signs shall be limited to 90% of glass width. *(These are new, more generous standards.)*



Window Sign Amendments Summary

As adopted by Ordinance MC-01-2023 by the Village Council on January 17, 2023

3) **Materials & Colors Requirements**

- a) Decal window signs shall be die-cut and limited to individual letters & logos (e.g., do not have a background)
- b) Decal window signs shall be limited to two colors.
- c) Floating window signs, which are signs that are displayed through a window but not directly affixed to the window, shall be limited to letters and logos of two colors on a solid background of another color, for a total of three colors.
- d) Reflective materials are not permitted.

(These are new standards so as to allow for administrative approval of window signs.)



Individual Letters & Logos

- 4) **Illumination Requirements.** Signs shall not be illuminated. *(New standard to allow for administrative approval of window signs.)*

5) **Sign Placement Requirements**

- a) A window sign shall be only located in the lower two-thirds of the window opening. This does not apply to a window sign in a door window or transom window. *(New more generous window sign standard.)*
- b) A window sign shall not extend over or through architectural features, including but not limited to window muntins.
- c) A decal window sign shall only be applied to the interior of the window. *(New standard specifically for administrative approval.)*

Window Sign Amendments Summary

As adopted by Ordinance MC-01-2023 by the Village Council on January 17, 2023

Window Signs Requiring Review and Approval by the Design Review Board

Any sign that does not meet all the requirements for administrative approval listed above shall be subject to approval by the Design Review Board. In addition, such signs must meet the following requirements and comply with the following guidelines. Any variation from the following requirements, when permitted by this Code, shall require Board approval of a Sign Code variation.

1) Sign Area Requirements.

- d) A window sign(s) shall occupy 10% or less of the window opening, except a window sign in a door window and transom window shall occupy 50% or less of the window opening. *(Existing sign requirement.)*
- e) The total area of all wall signs, window signs, and awning signs shall be no more than 15% of the area of street exposure. *(Existing sign requirement.)*

2) Materials & Colors Requirements

- a) Decal window signs shall be die-cut and limited to individual letters & logos (e.g., do not have background). *(New sign requirement.)*

3) Illumination Requirements. Window signs shall only be externally illuminated. *(Existing sign requirement.)*

4) Design Guidelines

- a) The Board shall consider the “Standards and Criteria for Issuance” included in Section 15.60.150.F, of the Sign Code, which apply to all types of signs, when reviewing the design of window signs. *(Existing Sign Code design standards with amendments).*
(Deletions ~~struck through~~, and additions **bold and double-underlined.**)

Section 15.60.150 Certificate of appropriateness.

F. Standards and Criteria for Issuance. The following factors and characteristics relating to the safety and appearance of signage, shall govern the board's evaluation of design submittals:

1. The sign area ~~shall not exceed the maximum permitted area and~~ shall be in proportion and scale to the building or to other buildings or signs in the surrounding area *(The deleted language is already a code requirement, so language is redundant);*

2. A signage package for a business establishment ~~Projects which include~~ **that includes** a number of signs and graphics shall have an overall plan **that demonstrates the compatibility of the design and colors of all the signs that are part of that package;**

3. The amount of **text and graphics** ~~information~~ contained in or on any sign or group of signs shall be limited so that it results in a clear and readable design;

4. Signs and graphics shall have a harmonious relationship with nearby signs, buildings and the neighborhood, and shall be designed so as not to adversely affect adjacent structures. In this respect the sign shall ~~be related~~ **relate** to its building, structure and neighborhood in terms of size, shape, material, color, texture, lettering, location, arrangement, lighting, and the like;

5. Colors shall be used with restraint and excessive brightness shall be avoided;

~~6. External lighting shall be arranged so that the light source is screened from view~~ *(This deleted language is already a Sign Code requirement (Sec. 15.60.130.B - Illumination); language is redundant.);*

~~6.7.~~ The additional provisions of this chapter, as specified in this chapter, shall be part of the criteria of the design review process.

Window Sign Amendments Summary

As adopted by Ordinance MC-01-2023 by the Village Council on January 17, 2023

ADDITIONAL SIGN CODE AMENDMENTS

Deletions ~~struck through~~, and additions **bold and double-underlined**

Sign Variations

C. In considering whether a variation should be granted, the DRB shall consider the following factors as may be applicable: ~~Variations shall be permitted only if:~~

1. They are in harmony with the general purpose and intent of this chapter.; and
2. ~~The plight of the petitioner is due to unusual circumstances;~~ **Given the design elements of the building or site on which the sign is located, the design of the sign is as compatible, if not more, with character of the business district than the standard sign regulations allow., and**
3. ~~There are practical difficulties or particular hardship in the way of carrying out the strict requirements of this chapter;~~ **For window signs, the design of the sign does not significantly inhibit the viewing of store products, activities, or services., and**
4. **The design of the sign is contextually appropriate for the type of business., and**
5. **The design of the sign exhibits a high degree of artistic embellishment., and**
6. The variation will not alter the essential character of the locality.

E. Notwithstanding the provisions of this section, the Sign Board shall not have the power to:

1. Permit signs that are prohibited **by 15.60.060 of the Sign Code, unless it can be demonstrated the variation would allow a type of sign that (a) had been used on the building on which it is to be located or (b) historically has been used by the type of business requesting the particular prohibited sign type, or (c) is a sign painted directly on the wall of a building, fence or similar structure;**
2. Waive permit requirements;
3. Permit signs which violate the safety and maintenance provisions of Section 15.60.130;
4. Vary the nonconforming sign provisions of Section 15.60.150 as applied to any given sign.

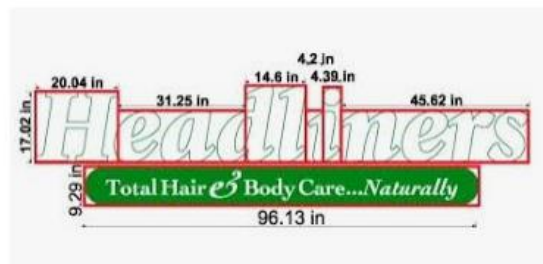
Sign Measurements

Subsection 15.60.130.A. Sign Measurement.

1. Area to Be Included. The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. When a sign has more than one display face, all faces shall be included in determining the area of the sign; provided that, if the distance between the sign faces of a two-faced sign does not exceed twelve (12) inches, the area of the sign shall be measured as the area of one face.

2. Area of Sign With Background Panel. A sign placed or painted on a background panel shall be measured by computing the area of the background panel.

3. Area of Sign Without Background Panel. A sign with individual letters or symbols placed separately on a building wall, **window**, awning, or other structure without a background panel shall be measured as the sum of the areas of the smallest regular geometric figures that can separately encompass all words, letter areas, figures, emblems, and other elements of the sign.



Window Sign Amendments Summary

As adopted by Ordinance MC-01-2023 by the Village Council on January 17, 2023

~~4. Sign Spacing. No sign wording, illustration or element that is less than two feet from any other sign wording, illustration or element shall be considered a separate sign for purposes of calculating sign area.~~

5. Sign Height. The height of a sign shall be measured from the adjacent natural grade, to the highest point of the sign.

Temporary Window Signs

5. Window signs displayed on nonresidential premises located in a commercial zoning district to advertise special sales of merchandise or special commercial events, subject to the following conditions:

- a. No such sign may be illuminated,
- b. No such sign shall be more than eight square feet in area and the total area of all temporary window signs, ~~both temporary and permanent~~, shall not exceed the ten (10) percent of the window area ~~limitation for window signs as provided in Section 15.60.120(B)(1)(d),~~
- c. No such sign shall be displayed for more than thirty (30) days;

FOR REFERENCE PURPOSES ONLY, THE TYPES OF PROHIBITED SIGNS

Section 15.60.060 Prohibited signs.

No person shall display any sign of the following prohibited types, or in the following prohibited locations:

A. Animated signs and signs and displays consisting of a string, cluster or series of lights, except those permitted in connection with civic, patriotic or religious holidays in accordance with Section 15.60.090(A)(3);

B. Internally illuminated signs;

C. Translucent awnings and signs placed on translucent awnings;

D. Changeable copy signs, other than gasoline price signs erected at automobile service stations, incidental signs, portable menu board signs displayed in accordance with Section 15.60.080 J, display case signs in accordance with Section 15.60.120(B)(7), and that portion of bulletin board signs erected in accordance with Section 15.60.110(A)(5) of this chapter;

E. Signs that are attached to the roof of any building, or that are located upon or above a roof, or above the eave line of a roof;

F. Signs painted directly on the wall of a building, fence, or similar structure;

G. (Repealed.)

H. Signs that advertise or direct attention to a business, commodity, service or entertainment conducted or offered for sale at a place other than the premises on which the sign is located. This prohibition shall not apply to signs that are located inside a building and direct attention to noncommercial events or organizations;

ATTACHMENT B

LIST OF WINDOW SIGNS APPROVED BY DRB SINCE JANUARY, 2023

#	ADDRESS	BUSINESS NAME	APPLICATION FOR TYPE OF SIGNS	REQUIRED DRB because	EXTERIOR APPLICATION	INTERIOR APPLICATION	Ext. Appl. Only Reason
1	557 CHESTNUT	Bunny & Babe	Window & awning	Two types of sign	X		
2	594 GREEN BAY ROAD	Baird & Warner	Eight window signs	Variation/not die-cut	Not installed	Not installed	
3	986 GREEN BAY ROAD	Selleria Veneta	Three window signs	Height & more than 2 colors		X	
4	522 LINCOLN AVENUE	Fonts & Deep Purple	Floating window & projecting	Variation-blade sign size & proj.		X	
5	800 ELM STREET	Lakeside Foods	Window & door signs	Variation-not die-cut & exceed 10%	X		
6	1083 GAGE STREET	Northshore Barbershop	Exst. window sign	Variation-exceed 10% of window area	X		
7	80 GREEN BAY ROAD	John Plunkett Interiors	Door & wall signs	Variation-wall sign size	X		
8	547 CHESTNUT STREET	Winnetka Flowers	Awning & exst. window sign	Variation-exceed 10% of window area	X		
9	550 LINCOLN AVENUE	Bashy Bash	Wall, awning & window sign	More than 2 colors	X		
10	42 GREEN BAY ROAD	Winnetka Family Dental Ass.	Window & door signs	Variation-exceed 10% of window	X		
11	725 ELM STREET	Forsyth Jeweler	Window sign	Exterior application	X		X
12	561 LINCOLN AVENUE	Bahn Mi	Window and awning	Two types of sign	X		
13	507 CHESTNUT STREET	Tocco Restaurant	Exst. window signs	Variation-not die-cut & exceed 10%	X		
14	566 CHESTNUT	Soupicurean	Window signs	Variation-not die-cut & exceed 10%	X		
15	564 LINCOLN AVENUE	Compass	Door window, wall, & projecting	Three types of sign	X		
16	928 GREEN BAY ROAD	Wellyhaus	Window sign & COA for re-paint	Window sign & COA for re-paint	X		
17	606 GREEN BAY ROAD	Grand Food Center	Exst. window signs	Variation-not die-cut & exceed 10%	X		

LIST OF WINDOW SIGNS ADMINISTRATIVELY APPROVED SINCE JANUARY, 2023

#	ADDRESS	BUSINESS NAME	APPLICATION FOR TYPE OF SIGNS	REQUIRED DRB because	EXTERIOR APPLICATION	INTERIOR APPLICATION
1	556 GREEN BAY ROAD	K'ay Barber Shop	Window sign	N/A		X
2	558 GREEN BAY ROAD	Elizabeth Starvos	Door window sign	N/A		X

Winnetka Design Review Board/Sign Board of Appeals Meeting Minutes - EXCERPT
December 21, 2023

Members Present:

Katie Moor, Chairperson
Maggie Meiners
Heather Niehoff
Michael Ritter

Members Absent:

Fritz Duda
Paul Konstant

Village Staff:

Davorka Kirincic, Building and Code Enforcement Manager

Workshop Session.

a. Discussion of Sign Code Amendment regarding window sign requirements for administrative approval.

Chairperson Moor explained the reasoning for the agenda item. Ms. Kirincic referred to the 17 applications presented to the Board since January 2023 for exterior window sign approval and the discussion. She also referred to illustrations and the Board's concerns with regard to maintenance problems relating to exterior sign application, noting there would be code enforcement in terms of maintenance. Ms. Kirincic identified the language to be deleted from the administrative sign code approval. Chairperson Moor stated she had not noticed any issues with the exterior signs' application.

Mr. Ritter asked if there are ways to require enforcement for signs that are peeling. Ms. Kirincic explained sign code enforcement procedures to the Board and compliance and citation requirements. She then stated the Board is to recommend an amendment to the sign code to remove the requirement relating to interior window sign code requirements.

Chairperson Moor asked for a motion. Ms. Niehoff moved to recommend the removal of the wording that signs can only be administratively approved if they are applied on the inside of the glass. Several Board Members seconded the motion. A vote was taken, and the motion unanimously passed, 4 to 0:

AYES: Meiners, Moor, Niehoff, Ritter

NAYS: None



Agenda Item Executive Summary

TITLE: Resolution No. R-24-2024: Approving an Outdoor Dining Agreement with Paradise Food Italia LLC D/B/A Tocco (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 5, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

During 2020 and 2021, in response to the COVID-19 pandemic, expanded temporary outdoor seating was authorized, including the closure of Chestnut Court for outdoor dining. In March 2022, the Council held a study session to review options for approval of the seasonal closure of public streets for outdoor dining. In June 2022, the Council approved an Outdoor Dining Agreement with Paradise Foods Italia LLC dba Tocco for use of the south side of Chestnut Court for outdoor dining in the summer and fall of 2022. In February 2023, the Council approved an Outdoor Dining Agreement with Paradise Foods Italia LLC dba Tocco for use of the north side of Chestnut Court for outdoor dining in the spring, summer, and fall of 2023.

EXECUTIVE SUMMARY:

At the March 8, 2022 Village Council Study Session, Council reviewed various options for a new policy to consider and approve requests to close public streets for outdoor dining. Council consensus was to implement a new approval process for outdoor dining via a license agreement. This option balanced the efficiency and transparency of the approval process with the opportunity for public input. In addition, each request would be considered on its own merits, since some streets may not be suitable for closure due to traffic concerns and access to other businesses. Routine use of public sidewalks for outdoor dining will continue to be approved by the Council with the existing Outdoor Seating Permit process.

Paradise Foods Italia LLC dba Tocco has submitted a request to close the south side of Chestnut Court between May 1 and September 30, 2024 on Tuesday through Saturday from 5:00 PM to 10:00 PM, and on Sunday from 4:30 PM to 10:00 PM. Staff met with key stakeholders on Chestnut Court to address concerns about customer access to parking, the volume of outdoor musicians, and multiple musical acts on both sides of Chestnut Court. Although the key provisions of the license agreement are consistent with last year, there were some changes to the agreement to address these concerns. This year, the agreement outlines that the Restaurant may play music in the Outdoor Service Area during the permitted times on Wednesdays, Saturdays, and Sunday only and that the music must comply with the Village Code Section 9.16.010 and not create a public nuisance. References to operation during the COVID-19 pandemic were removed. The licensed area was reduced to exclude the two parking spaces on the southeast end of Chestnut Court. Finally, the street closure during April and October was eliminated since weather conditions were not consistently conducive to outdoor dining during these months.

The Village attorney has drafted an Outdoor Dining Agreement which contains provisions for insurance requirements - the Village is named as an additional insured with a minimum liability limit of \$1,000,000 per occurrence and \$2,000,000 for the general aggregate. An insurance certificate evidencing this coverage has been provided.

RECOMMENDATION:

Consider adoption of Resolution No. R-24-2024 approving an Outdoor Dining Agreement with Paradise Foods Italia LLC dba Tocco.

ATTACHMENTS:

1. Resolution No. R-24-2024 - Approval of an Outdoor Dining Agreement - Tocco

RESOLUTION NO. R-24-2024

**A RESOLUTION APPROVING AN OUTDOOR DINING AGREEMENT WITH
PARADISE FOOD ITALIA LLC D/B/A TOCCO**

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, Paradise Food Italia LLC (“*Restaurant*”) is the operator of the food and beverage establishment known as Tocco located at 507 Chestnut Street in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, from May 1 to September 30, 2024 (“*Outdoor Service*”); and

WHEREAS, outdoor dining brings vitality to the Village’s downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (“*Outdoor Dining 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 Outdoor Dining Agreement with the Restaurant;

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 OUTDOOR DINING AGREEMENT. The Village Council hereby approves the Outdoor Dining Agreement by and between the Village and Restaurant 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 OUTDOOR DINING 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 Outdoor Dining Agreement.

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

March 5, 2024

R-24-2024

ADOPTED this 5th day of March, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

March 5, 2024

R-24-2024

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("Agreement"), dated as of this 5 day of March , 2024, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **PARADISE FOOD ITALIA LLC**, an Illinois limited liability company ("**Restaurant**").

W I T N E S S E T H:

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Tocco located at 507 Chestnut Street in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") during the spring, summer, and fall of 2024; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times between the following dates May 1, 2024 and September 30, 2024:

- Tuesday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, “**Permitted Times**”). The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area during any time except during the Permitted Times.

5. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

6. The Restaurant shall not be allowed to park or use any food trucks, trailers, or other vehicles to prepare or serve food or beverages in or near the Outdoor Service Area without the prior written approval of the Village and compliance with all permitting and other regulations of the Village.

7. The Restaurant may play music in the Outdoor Service Area during the Permitted Times on Wednesdays, Saturdays, and Sundays only. The Restaurant must follow Village code Section 9.16.010 which states that “no person shall erect, contrive, cause, continue, maintain or permit to existing any public nuisance within the Village or within the police jurisdiction of the Village” including but not limited to “any sound or noise which because of its volume level, duration and character annoys, disturbs, injures or endangers the comfort, health, peace, repose or safety of reasonable persons of ordinary sensibilities within the Village.” ([Section 9.16.020 D.8](#))

8. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; or (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service.

9. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

10. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant’s sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant’s ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Section and 9.A of this Agreement.

11. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

PARADISE FOOD ITALIA LLC, an Illinois limited liability company

By: _____

Its: _____

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

By: _____
Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE





Agenda Item Executive Summary

TITLE: Resolution No. R-25-2024: Approving an Outdoor Dining Agreement with Good Grapes, LLC (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 5, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

During 2020 and 2021, in response to the COVID-19 pandemic, expanded temporary outdoor seating was authorized, including the closure of Chestnut Court for outdoor dining. In March 2022, the Council held a study session to review options for approval of the seasonal closure of public streets for outdoor dining. In June 2022, the Council approved an Outdoor Dining Agreement with Good Grapes for use of the north side of Chestnut Court for outdoor dining in the summer and fall of 2022. In February 2023, the Council approved an Outdoor Dining Agreement with Good Grapes for use of the north side of Chestnut Court for outdoor dining in the spring, summer, and fall of 2023.

EXECUTIVE SUMMARY:

At the March 8, 2022 Village Council Study Session, Council reviewed various options for a new policy to consider and approve requests to close public streets for outdoor dining. Council consensus was to implement a new approval process for outdoor dining via a license agreement. This option balanced the efficiency and transparency of the approval process with the opportunity for public input. In addition, each request would be considered on its own merits, since some streets may not be suitable for closure due to traffic concerns and access to other businesses. Routine use of public sidewalks for outdoor dining will continue to be approved by the Council with the existing Outdoor Seating Permit process.

Good Grapes has submitted a request to close the north side of Chestnut Court between May 1 and September 30, 2024 on Tuesday through Saturday from 5:00 PM to 10:00 PM, and on Sunday from 4:30 PM to 10:00 PM. Staff met with key stakeholders on Chestnut Court to address concerns about customer access to parking, the volume of outdoor musicians, and multiple musical acts on both sides of Chestnut Court. Although the key provisions of the license agreement are consistent with last year, there were some changes to the agreement to address these concerns. This year, the agreement outlines that the Restaurant may play music in the Outdoor Service Area during the permitted times on Tuesdays, Thursdays, and Fridays only, and on Saturday, July 20, 2024, and Saturday, September 14, 2024; and that the music must comply with the Village Code Section 9.16.010 and not create a public nuisance. References to operation during the COVID-19 pandemic were removed. The licensed area was reduced to exclude the two parking spaces on the southeast end of Chestnut Court. Finally, the street closure during April and October was eliminated since weather conditions were not consistently conducive to outdoor dining during these months.

The Village attorney has drafted an Outdoor Dining Agreement which contains provisions for insurance requirements - the Village is named as an additional insured with a minimum liability limit of \$1,000,000 per occurrence and \$2,000,000 for the general aggregate. An insurance certificate evidencing this coverage has been provided.

Council received several letters of support for this license agreement from Chestnut Court business owners and residents (Attachment 2.)

RECOMMENDATION:

Consider adoption of Resolution No. R-25-2024, approving an Outdoor Dining Agreement with Good Grapes.

ATTACHMENTS:

1. Resolution No. R-25-2024 - Approval of an Outdoor Dining Agreement - Good Grapes
2. Public Comments

RESOLUTION NO. R-25-2024

**A RESOLUTION APPROVING
AN OUTDOOR DINING AGREEMENT WITH GOOD GRAPES, LLC**

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, Good Grapes, LLC (“***Restaurant***”) is the operator of the food and beverage establishment known as Good Grapes located at 821 Chestnut Court in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, from May 1 to September 30, 2024 (“***Outdoor Service***”); and

WHEREAS, outdoor dining brings vitality to the Village’s downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (“***Outdoor Dining 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 Outdoor Dining Agreement with the Restaurant;

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 OUTDOOR DINING AGREEMENT. The Village Council hereby approves the Outdoor Dining Agreement by and between the Village and Restaurant 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 OUTDOOR DINING 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 Outdoor Dining Agreement.

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

March 5, 2024

R-25-2024

ADOPTED this 5th day of March, 2024, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("**Agreement**"), dated as of this 5th day of March, 2024, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **GOOD GRAPES, LLC**, an Illinois limited liability company ("**Restaurant**").

WITNESSETH:

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Good Grapes located at 821 Chestnut Court in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") during the spring, summer, and fall of 2024; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times between the following dates May 1, 2024 and September 30, 2024:

- Tuesday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, “**Permitted Times**”). The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area during any time except during the Permitted Times.

5. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

6. The Restaurant shall not be allowed to park or use any food trucks, trailers, or other vehicles to prepare or serve food or beverages in or near the Outdoor Service Area without the prior written approval of the Village and compliance with all permitting and other regulations of the Village.

7. The Restaurant may play music in the Outdoor Service Area during the Permitted Times on Tuesdays, Thursdays, and Fridays only, and on Saturday, July 20, 2024 and Saturday, September 14, 2024. The Restaurant must follow Village code Section 9.16.010 which states that “no person shall erect, contrive, cause, continue, maintain or permit to existing any public nuisance within the Village or within the police jurisdiction of the Village” including but not limited to “any sound or noise which because of its volume level, duration and character annoys, disturbs, injures or endangers the comfort, health, peace, repose or safety of reasonable persons of ordinary sensibilities within the Village.” ([Section 9.16.020 D.8](#))

8. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; or (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service.

9. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

10. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Section and 9.A of this Agreement.

11. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

GOOD GRAPES LLC, an Illinois limited liability company

By: _____

Its: _____

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

By: _____
Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE



To: Winnetka Village Council – Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler, Bridget Orsic, and Chris Rintz

Date: 2-27-24

I own Bella's Day Spa, a longtime Chestnut Court business.

Bella's is open until 6pm Monday – Saturday and closed on Sunday. Over the years I have supported other Chestnut Court business owners when I could do so without negatively impacting my business.

I support closing the south side of Chestnut Court at 6pm or later Monday - Saturday. I do not support a 5pm closure Monday – Saturday for the south side of Chestnut Court. Closing the south side of Chestnut Court at 5pm Monday – Saturday has negatively impacted my business and client experiences due to being summoned by the police from a spa service to move their car.

Unlike the negative impacts resulting from prior 5pm south side Chestnut Court closure over the years, there have been zero issues with the 5pm closure of the north side of Chestnut Court. I support the 5pm closure of the north side of Chestnut Court Monday – Saturday at 5pm during the spring, summer, and fall seasons as defined by the Village of Winnetka. These are the same weekdays and times as prior years.

My support for the 5pm closure on the north side of Chestnut Court is based on Theresa's collaborative approach and the uncontentious prior outdoor dining seasons at Good Grapes.

Printed Name: Yelena Kaminsky

Signature: 

Business Name: Bella's Day Spa

To: Winnetka Village Council – Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler, Bridget Orsic, and Chris Rintz

Date: 2-13-24

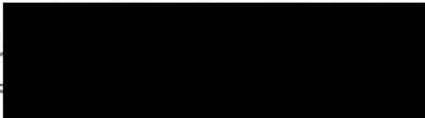
I am a Chestnut Court business owner. This letter is to express my support for Good Grapes closing the north side of Chestnut Court Monday – Saturday from 5pm – 10pm and Sunday from 4:30pm – 10pm during the spring, summer, and fall seasons as defined by the Village of Winnetka. These are the same weekdays and times as prior years.

As agreed with Theresa Lucas, owner of Good Grapes, the exceptions to the agreement are:

- Tuesdays: Hair Couture closes at 5pm. If a client's service isn't completed by 5pm and their car is parked in front of Good Grapes, Good Grapes will delay closing the street.
- Thursdays: Hair Couture closes at 6pm. If a client's service isn't completed by 5pm and their car is parked in front of Good Grapes, Good Grapes will delay closing the street until 6pm or when the client moves their car.
- Special Events: If Good Grapes has a special event on a Tuesday or Thursday, Theresa is responsible for notifying me in advance of the special event.

My support for the above hours, weekdays, and exceptions are based on Theresa's collaborative approach and the uncontentionous prior outdoor dining seasons at Good Grapes.

Printed Name: Suzanne Kontrimas

Signature:  _____

Business Name: Hair Coutre

To: Winnetka Village Council – Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn,
Kim Handler, Bridget Orsic, and Chris Rintz

Date: 2/13/24

I am a Winnetka resident residing in a Chestnut Court building with the combined
addresses of 809 Chestnut Court, 817 Chestnut Court, and 812 Elm Street.

This letter is to confirm my support for Good Grapes closing the north side of Chestnut
Court Monday – Saturday from 5pm – 10pm and Sunday from 4:30pm - 10pm during the
spring, summer, and fall seasons as defined by the Village of Winnetka. These are the same
weekdays and times as prior years.

My support is based on Theresa's collaborative approach and the uncontentious prior
outdoor dining seasons at Good Grapes.

Printed Name: Liz Saule

Signature: 

My Building Address:

☐ 809 Chestnut Court

☐ 817 Chestnut Court

☒ 812 Elm Street

To: Winnetka Village Council – Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn,
Kim Handler, Bridget Orsic, and Chris Rintz

Date: 2-13-24

I am a Winnetka resident residing in a Chestnut Court building with the combined
addresses of 809 Chestnut Court, 817 Chestnut Court, and 812 Elm Street.

This letter is to confirm my support for Good Grapes closing the north side of Chestnut
Court Monday – Saturday from 5pm – 10pm and Sunday from 4:30pm - 10pm during the
spring, summer, and fall seasons as defined by the Village of Winnetka. These are the same
weekdays and times as prior years.

My support is based on Theresa's collaborative approach and the uncontentious prior
outdoor dining seasons at Good Grapes.

Printed Name: Dave Maloy

Signature: 

My Building Address:

- ☐ 809 Chestnut Court
- ☒ 817 Chestnut Court
- ☐ 812 Elm Street

To: Winnetka Village Council – Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn,
Kim Handler, Bridget Orsic, and Chris Rintz

Date: February 13, 2024

I am a Winnetka resident residing in a Chestnut Court building with the combined
addresses of 809 Chestnut Court, 817 Chestnut Court, and 812 Elm Street.

This letter is to confirm my support for Good Grapes closing the north side of Chestnut
Court Monday – Saturday from 5pm – 10pm and Sunday from 4:30pm - 10pm during the
spring, summer, and fall seasons as defined by the Village of Winnetka. These are the same
weekdays and times as prior years.

My support is based on Theresa's collaborative approach and the uncontentious prior
outdoor dining seasons at Good Grapes.

Printed Name: JENNIFER MORRISSEY

Signature: 

My Building Address:

- ☐ 809 Chestnut Court
- ☒ 817 Chestnut Court
- ☐ 812 Elm Street

To: Winnetka Village Council – Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn,
Kim Handler, Bridget Orsic, and Chris Rintz

Date: _____

I am a Winnetka resident residing in a Chestnut Court building with the combined
addresses of 809 Chestnut Court, 817 Chestnut Court, and 812 Elm Street.

This letter is to confirm my support for Good Grapes closing the north side of Chestnut
Court Monday – Saturday from 5pm – 10pm and Sunday from 4:30pm - 10pm during the
spring, summer, and fall seasons as defined by the Village of Winnetka. These are the same
weekdays and times as prior years.

My support is based on Theresa's collaborative approach and the uncontentionous prior
outdoor dining seasons at Good Grapes.

Printed Name: C. AKIN

Signature: 

My Building Address:

☐ 809 Chestnut Court

☒ 817 Chestnut Court

☐ 812 Elm Street



Agenda Item Executive Summary

TITLE: Resolution No. R-27-2024: Approving a Non-Exclusive Agreement for Use of Winnetka Property for the Winnetka Music Festival (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 5, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The annual Winnetka Music Festival began in 2017 and is co-sponsored by the Village of Winnetka and the Winnetka-Northfield-Glencoe Chamber of Commerce.

EXECUTIVE SUMMARY:

The 2024 Winnetka Music Festival will be a two-day event scheduled for Friday, June 14, 2024 and Saturday, June 15, 2024. The festival is a ticketed public event and will take place on Lincoln Avenue between Pine Street and Elm Street along with the Village-owned Lincoln Avenue parking lot and is expected to attract thousands of visitors to Winnetka.

Given the scope and extensive footprint of the event, a formal license agreement should be agreed upon before granting approval to the special event permit. The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce and Valslist (the event promoter and operator) and the terms are generally consistent with the prior year license agreement.

Key points identified in the license agreement include: location, date and times for the event including setup, operation and cleanup; site Plan including site maintenance, support and restoration after the event; security, emergency services and first aid; parking, signage and marketing; waste management, restrooms and hand-washing stations; and insurance, indemnification and waiver of liability.

RECOMMENDATION:

Consider adoption of Resolution No. R-27-2024 - Approving a Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival.

ATTACHMENTS:

1. Resolution No. R-27-2024 Approving a Non-Exclusive License Agreement for Use of Winnetka Property for the Winnetka Music Festival

RESOLUTION NO. R-27-2024

**A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT
FOR USE OF WINNETKA PROPERTY FOR THE WINNETKA MUSIC FESTIVAL**

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, the Village is the owner of certain real property in the Elm Street Business District of the Village including portions of the Lincoln Avenue right-of-way, Elm Street right-of-way, and the property commonly known as the Lincoln Avenue Parking Lot (collectively, “*Licensed Premises*”); and

WHEREAS, the Winnetka-Northfield-Glencoe Chamber of Commerce, Inc., (“*Chamber*”), sponsors, supports, and conducts community events for the benefit of the Village of Winnetka community and general public, including the 2024 music festival commonly referred to as the “Winnetka Music Festival” (“*Event*”); and

WHEREAS, Valslist, LLC (“*Valslist*”), organizes, promotes, and operates music festivals; and

WHEREAS, the Chamber has contracted with Valslist to organize, promote, and operate the Event; and

WHEREAS, the Chamber and Valslist desire to use the Licensed Premises for the Event; and

WHEREAS, the Village is willing to enter into a non-exclusive license agreement to permit the Chamber and Valslist to use the Licensed Premises for the Event (“*License 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 License Agreement with the Chamber and Valslist;

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 LICENSE AGREEMENT. The Village Council hereby approves the License Agreement by and among the Village, Chamber, and Valslist in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

March 5, 2024

R-27-2024

SECTION 3: AUTHORIZATION TO EXECUTE LICENSE 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 License Agreement.

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 5th day of March, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

March 5, 2024

R-27-2024

EXHIBIT A
LICENSE AGREEMENT

{00130208.1}

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF VILLAGE OF WINNETKA PUBLIC STREETS
FOR THE 2024 WINNETKA MUSIC FESTIVAL**

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this 5th day of March, 2024, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**"), and **VALSLIST LLC**, an Illinois limited liability company ("**Valslist**") (the Chamber and Valslist are, collectively, "**Operator**") (the Village, Chamber, and Valslist are, collectively, "**Parties**").

WHEREAS, the Chamber sponsors, supports and conducts many community events for the benefit of the Village of Winnetka community and general public, including but not limited to, a 2024 music festival commonly referred to as the "Winnetka Music Festival" ("**Event**");

WHEREAS, Valslist organizes, promotes and operates music festivals;

WHEREAS, the Chamber has contracted with Valslist to organize, promote, and operate the Event;

WHEREAS, the Village is the owner of certain real property, including streets, sidewalks and common gathering places in the portion of the Village commonly referred to East Elm Downtown area and, more specifically, as Downtown Lincoln Avenue located on Lincoln Avenue from Elm Street to Pine Street, a map of which is attached as **Exhibit 1** and incorporated herein ("**Downtown Lincoln Avenue**");

WHEREAS, the Chamber and Valslist desire to use for the Event:

1. Downtown Lincoln Avenue; Downtown Elm Street between Green Bay Road and Arbor Vitae;
 2. Public streets and sidewalks on Lincoln Avenue between Pine Street and Oak Street; and Elm Street between Green Bay Road and Arbor Vitae; and
 3. The Lincoln Avenue Parking lot (south of Winnetka Community House),
- all as depicted in Exhibit 1 (collectively, "**Licensed Premises**") and

WHEREAS, the Village is willing to grant Operator use of the Licensed Premises for the Event based on strict compliance with the terms and conditions of 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, the Parties do hereby mutually agree as follows:

{00130195.2}

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Grant and Term of License.**

- A. *Grant of License.* Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to Operator, and Operator hereby accepts, a non-exclusive revocable license to use the License Premises for the sole purpose of hosting the Event pursuant to and in strict accordance with the terms and provisions of this Agreement ("***License***"). Operator acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to Operator to alter the Licensed Premises in any way other than as expressly set forth in this Agreement.
- B. *As-Is, Where-Is.* Operator hereby accepts the Licensed Premises in its condition at the time of use, WHERE-IS and AS-IS, and subject to applicable requirements of law. Operator acknowledges and agrees that: (i) the Village has made no representations or warranties as to the suitability of the Licensed Premises for the Operator's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner before, after, or during the Event. Operator waives any implied warranty that the Licensed Premises will be suitable for the Operator's intended purposes.
- C. *Limitation of Interest.* Except for the Licensee granted pursuant to this Agreement, Operator shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.
- D. *Term.* The License shall be for a term commencing on June 13, 2024, at 5:00 p.m. and ending on the earlier to occur of: (i) a terminating event as described in Section 2.E of this Agreement; or (ii) June 16, 2024, at 6:00 a.m. ("***Term***"). All setup, take-down, and clean-up for the Event shall occur during the Term.
- E. *Termination.*
 - 1. Termination Event. Without prejudice to any other rights and remedies available pursuant to the rest of this Agreement, the License shall automatically expire and terminate upon the occurrence of any of the following:
 - a. Failure to Comply. Operator has violated any provision of this Agreement; provided, however, that prior to termination pursuant to this Section 2.E.1.a, the Village and Park District shall provide the Chamber with seven days written notice and an opportunity to cure the violation.

{00130195.2}

- b. Dangerous Condition. The Village determines, in its sole and absolute discretion, that the Event threatens the public health and safety, and that the termination of the Event and this Agreement is necessary to abate the dangerous condition.

2. Restoration of Licensed Premises.

- a. Operator Obligation. Upon termination of this Agreement pursuant to this Section 2.E or at the end of the Term as set forth in Section 2.D, Operator, at its sole cost and expense, shall restore the Licensed Premises as nearly as practicable to its condition as of the commencement of the Term, including, without limitation: (1) repair of the Licensed Premises, if necessary in the sole determination of the Village; and (2) restoration of all other Village-owned or Village-leased property as nearly as practicable to the condition immediately preceding the Term, if disturbed or damaged by Operator or any of its vendors, contractors, customers, agents, or guests.
- b. Failure to Restore. In the event that Operator fails or refuses to repair or restore the Licensed Premises any Village-owned or Village-leased property that is disturbed or damaged by Operator or any of its vendors, contractors, customers, agents, or guests, in accordance with Section 2.E.2.a of this Agreement, the Village shall have the right, but not the obligation, to perform and complete the repair and/or restoration, and to charge Operator for all costs and expenses, including legal and administrative costs incurred by the Village, for such work. The rights and remedies provided in this Section 2.E.2.b shall be in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

3. **Security Deposit.** Valslist shall be required to pay to the Village \$2,500.00 to the Village as a security deposit ("***Security Deposit***") to secure the obligations of Operator under this Agreement. Valslist shall pay to the Village the Security Deposit no later than 5:00 p.m., June 1, 2024, in the form of a cashier's check or certified funds. The cost of any materials used by the Village or a third-party service provider, and any labor and related expenses performed by the Village or a third-party service provider to restore the Licensed Premises or other Village-owned or Village-leased property damaged during or as a result of the Event, to its proper condition will be deducted from the Security Deposit and the remaining portion of the Security Deposit will be returned to Valslist. In the event the cost of the work to return the Licensed Premises, or any other Village property damaged during or as a result of the Event, to its proper condition exceeds the amount of the Security Deposit, Operator shall pay the additional cost to the Village within 30 days of receipt of a demand from the Village.

{00130195.2}

4. Hours of Operation.

- A. Operator may not commence set-up operations for the Event on Thursday, June 13 2024 prior to 6:00 p.m.; nor continue operations beyond 10:30 p.m., on Friday June 14, 2024; nor prior to 6:00 a.m. or beyond 11:00 p.m. and on Saturday, June 15, 2024.
- B. Operator may open the Event for public attendance only on Friday June 14, 2024 from 5:00 pm to 10:30 pm and Saturday, June 15, 2024 from 11:00 am to 11:00 p.m.

5. Inspection of Site. Operator shall inspect the Licensed Premises prior to and routinely during the Event to determine the suitability of the Licensed Premises for the Event and any contemplated use and to identify and abate any potential safety hazards or dangerous conditions. Operator shall take all reasonable measures to protect from safety hazards and potential safety risks: (i) all Operator employees, owners, agents, and volunteers (collectively, ***“Event Staff”***); (ii) Event contractors, vendors, exhibitors, performers and anyone directly or indirectly employed by them (collectively ***“Vendors”***); (iii) members of the public that attend the Event and all other Operator invitees (collectively ***“Event Invitees”***); and (iv) Village employees and participants. Operator must promptly advise the Village of any safety hazards or potentially dangerous condition of which they become aware during the Term.

6. Site Plan. Valslist, or its designated Vendor, shall prepare and submit a preliminary site plan for the Event to the Village for review and approval by May 1, 2024. Valslist shall prepare and present a final site plan for review and approval by the Village on or before June 1, 2024.

7. Alcoholic Beverages.

- A. ***Sale.*** Valslist or its designated Vendor shall be permitted to sell beer, wine, and pre-mixed cocktails during the Event, provided that: (i) Valslist, or if its designated Vendor sells beer, wine or pre-mixed cocktails, its designee, obtains a liquor license from the Village to allow for the sale of the same; and (ii) Valslist, and if applicable, its designated Vendor, fully and strictly complies with all federal, state, county and local statutes, ordinances, rules, regulations and orders governing the sale, possession and delivery of alcoholic beverages, including without limitation, procuring all required licenses and permits. The sale of all alcohol shall be limited to the designated beer, wine, and cocktail locations, identified in Exhibit 1. If Valslist sells beer, wine, or pre-mixed cocktails during the Event, Valslist will be responsible for any and all liability arising directly or indirectly out of or associated with the sale of alcohol at the Event. In the event that Valslist’s designated Vendor sells beer, wine, or pre-mixed cocktails during the Event, Valslist agrees to be jointly and

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severally responsible and liable for all liability arising directly or indirectly out of or associated with the sale of alcohol at the Event.

- B. *Insurance.* Valslist, or if applicable, its designee, shall provide proof of a valid state and local liquor license authorizing the sale of alcoholic beverages as provided herein and a Certificate of Insurance for liquor liability insurance (***“Dram Shop Insurance”***), certifying that Valslist has in full force and effect, Dram Shop Insurance covering the Event in compliance with all applicable local and state laws, regulations and ordinances, and is sufficient to cover liability imposed under Illinois law. Said insurance shall name the Village as an additional insured. All forms of Certificates of Insurance are subject to approval by the Village and must set forth the minimum requirements as attached hereto as **Exhibit 3** attached hereto and incorporated herein.

8. Vendors. All contractual and financial arrangements necessary for the conduct of the Event shall be negotiated and executed by, and be the sole responsibility and liability of, Valslist, or its designated Vendor. Valslist, or its designated Vendor shall be responsible for, and shall timely pay all costs associated with, the Event, including, but not limited to, marketing, production, entertainment, Vendors’ facilities, restroom and sanitation facilities in accordance with Section 17 of this Agreement, security, waste and recycle services in accordance with Section 10 of this Agreement, and required permits and fines, if any. Valslist shall provide the Village with a detailed list of all Vendors prior to May 15, 2024, and shall update the Village on any Vendor additions or changes after such list is provided. Additional Vendors may not be added to this list after June 1, 2024, without the express written approval of the Village. The Village shall have the right but not the obligation to inspect the operations of any and all Vendors prior to and during the Event with respect to their compliance with this Agreement and any applicable laws, rules, ordinances and regulations. The Village shall have no liability for its inspection or failure to inspect pursuant to this paragraph. Valslist shall require all Vendors to meet all applicable local, state and federal laws, ordinances, and regulations. All Vendors are independent contractors of Valslist and are not employees or agents of Valslist or the Village, and Valslist shall require each Vendor to execute and sign a certificate and/or contract confirming this independent contractor relationship. Every Vendor shall also acknowledge that said Vendor is a third party and not a party to this Agreement.

9. Site Maintenance and Support. The Village shall provide the site maintenance support for the Event listed in this Section 9. Operator acknowledges and agrees that the Village shall not be responsible for any other site maintenance support for the event.

- A. *Event Set-Up.* The Village will provide electric service at locations agreed upon and approved by the Village’s Water and Electric Director.
- B. *Before, During, and After the Event.* The Village shall provide the following before, during and after the Event:

1. Reasonably answer questions related to the Licensed Premises;

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2. Providing assistance in securing the Licensed Premises by allowing the placement of additional fencing and barricades in agreed upon locations to control access to the Event during the Term;
3. As part of the event planning, the Village's GIS tech will assist Operator by developing and printing maps for the event as agreed upon by the Village's Engineering Director;
4. Hang Music Fest banners over Green Bay Road, at other locations in the Village, approved by the Village Manager, and remove the banners following the Event;
5. If needed, remove existing streetlights in Lincoln Avenue parking lot for semi-trailer (stage) access and re-install streetlights following the event;
6. On the nights of the Event, turn off agreed upon streetlights in the Lincoln Avenue parking lot subject to final approval of the Village's Fire Chief;
7. Provide police, fire, and paramedic services to Event to provide services to the public, provided that Operator acknowledges that, in the event of emergencies, such police, fire, and paramedic personnel may be called away from the Event;
8. Provide Public Works staffing and equipment to assist with road closures, maintenance, and support of operations;
9. Provide electric service for small electric loads (i.e. i-pad charges, credit card machines) at agreed upon pedestrian street light poles as approved by the Village's Water & Electric Director;
10. Re-connect and turn on holiday lighting in the East Elm Business District for the Event, and after even turn off holiday lighting, remove drop cords, and place cords back in underground boxes

Valslist shall communicate all requests for site maintenance support, service status and any other grounds related items to the following Village designated representatives: Public Works Director Tom Powers (tpowers@winnetka.org; Office: +1.847.716.3270 Cell: +1.224.505.6346); Police Chief Brian O'Connell (boconnell@winnetka.org Office: +1.847.716.3400 Cell: +847- 878-2019); Fire Chief John Ripka (jripka@winnetka.org Office: +1.847.716.3303 Cell: +847.613- 7415); and Director of Water & Electric Nicholas Narhi (nnarhi@winnetka.org Office: +1.847.716.3556 Cell: +1.224.588.0529).

10. Waste and Recycle. Valslist or its Vendor shall provide and pay for at its sole cost and expense all necessary waste and recycling for the Event, which obligation shall include arranging for waste and recycle bins adequate in numbers throughout the Licensed Premises. Valslist or its {00130195.2}

Vendor shall maintain the Licensed Premises and surrounding area in a clean, neat, orderly, sanitary, and safe condition, free from accumulation of waste materials and rubbish during the Event. At the completion of the Term, Valslist or its Vendor shall remove from and about the Licensed Premises all waste and recycling materials, rubbish, tools, equipment, and any other materials. If Valslist or its Vendor fails to clean up the Licensed Premises and surrounding area as provided herein, the Village may do so, and the cost thereof shall be deducted from the Security Deposit. In the event the cost to clean up the Licensed Premises and surrounding area exceeds the Security Deposit, Valslist shall pay the additional costs to the Village within 30 days of a demand from the Village.

11. Restoration. Valslist shall be responsible for damage done to Village properties beyond normal wear and tear resulting from use of the Licensed Premises and other Village-owned and Village-leased properties during or as a result of the Event and shall reimburse the Village for all costs and expenses incurred by the Village to repair and/or remedy the same. The Village shall deduct said costs and expenses from the Security Deposit as specified in Section 5 of this Agreement. Valslist shall immediately advise the Village of any damage made to Village-owned or Village-leased property.

12. Security. The Village will provide officers on an operational basis for the Event and assist with traffic and crowd control. Valslist will contract and provide supplemental unarmed security officers for the festival. Private security officers shall monitor potential issues related to service, ticket entry and exit, and sales related to consumption of alcoholic beverages. The private security provided by Valslist shall also be responsible for monitoring and securing the Licensed Premises during overnight hours during the Term.

13. Emergency Services/First Aid. Valslist or its Vendor must supply a first aid station on or near the Licensed Premises that is staffed with appropriate medical personnel to handle general first aid inquiries from Event attendees. The Village Fire and Police Departments shall establish an incident/action plan that addresses emergency medical and fire department responses. Additionally, the plan will include severe weather procedures. Valslist will secure permission and access to any agreed upon emergency evacuation locations. The Village shall provide copies of the incident action plan to Valslist. Valslist will be included in any emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. Valslist further acknowledges and agrees that in the event of request from the Village due to an emergency, Valslist shall immediately suspend or shutdown the Event and comply with any reasonable Village security directives.

14. Parking. Valslist shall prepare a parking plan and submit it to the Village for approval no later than June 1, 2024. Any expenses associated with parking arrangements for the Event will be the sole responsibility of Valslist. All vehicles owned, leased, licensed or controlled by Event Staff, Vendors, and Event Invitees must be removed from Village parking lots no later than the end of the Term. Valslist shall designate an appropriate number of handicap-accessible parking spaces in the parking plan for use by Event Staff, Vendors and Event Invitees. Valslist shall not permit

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vehicles other than those displaying authorized handicap license plates or placards to park in the spaces designated for handicap parking.

15. Signs. The Village shall provide 20 custom printed banners for display on its Sternberg lighting fixtures located on Lincoln Avenue. Any other signage for the Event shall be provided by Valslist at its sole cost and expense, and such signs shall be displayed only in accordance with all applicable Village requirements.

16. Marketing and Sponsorship. Operator shall not market the Event or take any other actions that: (i) may mislead or misrepresent the Event, the Parties, or the Licensed Premises; (ii) is inconsistent with the Village's mission, values, policies or operations; or (iii) is in violation of any law. Furthermore, Operator shall not allow an Event sponsor to market the Event or take any other actions that: (i) may mislead or misrepresent the Event, the Parties, the Licensed Premises or the sponsor's relationship with the Village or the Licensed Premises; (ii) is inconsistent with the Village's mission, values, policies or operations; or (iii) is in violation of any law. Operator and all sponsors are separate entities from the Village and neither Operator nor any sponsor shall be deemed to be, nor shall they represent themselves to be employees, partners, or joint venturers of the Village or owners of any Village property. In the event the Village determines any marketing or other actions by Operator or an Event sponsor violates this Section, Operator shall immediately cease or cause the sponsor to cease such marketing or other actions upon the Village's notice to Operator of the same.

17. Restrooms. Valslist or its Vendor shall, at Valslist or its Vendor's sole cost and expense, ensure sanitation/portable restroom facilities are provided, including handwashing stations, adequate in numbers with an appropriate number of ADA compliant units in a designated area in the Licensed Premises during the Event, which portable units shall be depicted on the Event site plan. Valslist shall be responsible for servicing and maintaining these units, which service and maintenance includes, without limitation, regular cleaning of the interior of the units and restocking supplies.

18. Licenses and Permits. Valslist shall be solely responsible for acquiring all necessary licenses, permits, and inspections as required by local, state, and federal governmental authorities in connection with the Event and shall provide the Village with copies of any applicable licenses, permits and inspections not less than five business days prior to the commencement of the Term.

19. Village's Right to Stop the Event.

- A. *Stoppage.* Notwithstanding anything to the contrary in this Agreement, subject to the terms of this Section 19, the Village reserves the right to stop, or require modification of, any aspect of the Event that it determines it is inconsistent with this Agreement, or with Village policy or which, in the Village's opinion, would result in an inappropriate use of the Licensed Premises, constitute a threat to the health, safety or welfare of the public or any other person, or result in an increased risk of

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liability to the Village. The reservation of this right is not intended to impose an obligation upon the Village to ascertain these matters, and neither the Village's exercise of this reserved right nor its failure to exercise this reserved right shall create any liability on the part of the Village or otherwise lessen the Operator's insurance, indemnification and hold harmless obligations under this Agreement.

B. *Procedure.* In the event that the Village directs Operator to stop or modify any aspect of the Event as provided in this Section:

1. If such direction is provided two or more hours prior to the Event opening to the public, Operator shall have the opportunity to appeal this direction to the Village President and the Village Manager. Operator may designate a non-affiliated third party to make a recommendation to the Village for such appeal. The Parties will use their collective best efforts to reach an agreement on any modification(s) to the Event operation, provided the Village shall have final authority to stop, suspend, or require modification of any aspect of the Event.
2. If such direction is provided less than two prior to the Event opening to the public or is provided while the Event is open to the public, the Village's direction to stop or require modification of any aspect of the Event operation shall be immediately followed and Valslist shall not have an opportunity for any appeal.

20. Compliance with Laws. Operator shall comply with and cause all Vendors to comply with all applicable federal, state, and local laws, ordinances, rules and regulations in the conduct of the Event. Operator shall comply with and cause all Event Staff, Vendors and Event Invitees to comply with all applicable COVID-19/Coronavirus-related health and safety laws, rules, regulations, and orders from any source with jurisdiction over this Event, including but not limited to, laws, rules, regulations, and orders promulgated by the Village, Centers for Disease Control and Prevention ("CDC"), Illinois Department of Health ("IDPH"), Governor, and Cook County Health Department.

21. WAIVER OF LIABILITY. OPERATOR AGREES THAT IT WILL NOT SEEK, AND DOES NOT HAVE THE RIGHT TO SEEK, RECOVERY OF A JUDGMENT FOR MONETARY DAMAGES AGAINST THE VILLAGE OR ANY VILLAGE ELECTED OR APPOINTED OFFICIALS, AGENTS, REPRESENTATIVES, ATTORNEYS OR EMPLOYEES ARISING OUT OF, CONNECTED WITH OR IN ANY WAY RELATED TO: (I) THE EVENT; (II) THE USE OF THE LICENSED PREMISES; OR (III) AS A RESULT OF THE CONDITION, MAINTENANCE, AND USE OF THE LICENSED PREMISES. OPERATOR FURTHER AGREES TO ASSUME THE FULL RISK OF ANY INJURIES, INCLUDING DEATH, AND ALL COSTS, DAMAGES, AND LOSSES THAT OPERATOR OR ITS EMPLOYEES, AGENTS, CONTRACTORS, AGENTS, SERVANTS, EMPLOYEES, VENDORS, EVENT STAFF, OR THE PUBLIC MAY SUSTAIN RELATED TO: (I) THE EVENT; (II) THE USE OF THE LICENSED PREMISES; OR (III) AS A RESULT OF THE CONDITION, MAINTENANCE, AND USE OF THE LICENSED PREMISES. OPERATOR FULLY UNDERSTANDS AND AGREES THAT THE VILLAGE DOES NOT ASSUME

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THE CARE, CUSTODY, OR CONTROL OF ANY PERSONAL PROPERTY OR EQUIPMENT BROUGHT UPON THE LICENSED PREMISES OR STORED AT, IN OR ON ANY OTHER VILLAGE PROPERTY, FACILITY OR BUILDING. OPERATOR ASSUMES THE RISK AND IS RESPONSIBLE FOR THE CARE, CUSTODY, AND CONTROL OF ANY AND ALL PROPERTY OR EQUIPMENT BROUGHT ONTO THE LICENSED PREMISES OR STORED AT, IN, OR ON ANY OTHER VILLAGE PROPERTY, FACILITY OR BUILDING, INCLUDING PROPERTY STORED WITHIN A VEHICLE OWNED, LEASED, LICENSED OR CONTROLLED BY ANY EVENT STAFF, VENDOR, OR EVENT INVITEE. THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK SHALL NOT APPLY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VILLAGE.

22. Insurance. Operator agrees to obtain and maintain the insurance coverages listed in and in accordance with **Exhibit 2** attached hereto and incorporated herein. Valslist shall require all Vendors to provide and maintain at their own cost and expense insurance coverage in accordance with **Exhibit 3**, attached to and incorporated herein. Operator shall tender certificates of insurance to the Village evidencing the requested coverage and compliance with this Section on or before June 1, 2024. No changes to the insurance coverage regarding the type and amount of coverage, coverage period or covered parties shall be made after June 1, 2024, without the express, prior written permission of the Village. Failure to provide said proof of insurance as provided herein shall constitute a material breach of this Agreement and may result in the Village's immediate termination of the Event, this Agreement, or both.

23. Indemnification. Operator agrees to, and does hereby, defend (at the Village's option), hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) Operator's use of the Licensed Premises; (ii) the Event; or (iii) Operator's performance of, or failure to perform, its obligations under this Agreement (collectively, "**Indemnified Claims**"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of Operator; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the Village.

24. Joint and Several Liability. Valslist and the Chamber shall be jointly and severally liable for all of the obligations and liabilities of Operator under this Agreement.

25. Survival. Sections 2.E.2, 11, 21, 23, 24, 25, and 26 of this Agreement shall survive termination of this Agreement.

26. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

27. No Waiver of Tort Immunity. Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the privileges, immunities, or defenses

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available to the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

28. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Village: Village of Winnetka
Attn: Robert Bahan
510 Green bay Road
Winnetka, IL 60093
Email: rbahan@winnetka.org

If to Valslist: Valslist LLC
Attn: Mark Haller
657 Hibbard Road
Winnetka, IL 60093
Email: Mark@valslist.com

If to the Chamber: Winnetka-Northfield-Glencoe Chamber of Commerce
Attn: Terry Dason
841 Spruce Street
Winnetka, IL 60093
Email: director@winnetkanorthfieldchamber.com

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

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

30. No Waiver. The waiver by the Village of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by the Village shall not be deemed to constitute a waiver of any prior occurring breach or default by Operator of any provision of this Agreement regardless of the knowledge of the Village of such breach or default at the time of its acceptance of such payment.

31. Entire Agreement; Modifications. This Agreement contains all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged {00130195.2}

communications or agreements among the Parties, written or otherwise, shall vary the terms hereof. Any modifications of this Agreement and the License granted herein must be in writing, signed by all Parties and dated on or subsequent to the date hereof.

32. No Assignment. This Agreement may not be assigned by any Party unless consented to in writing by all Parties.

33. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Cook County, Illinois.

34. Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

35. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph, or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

36. Headings. Headings and paragraph references contained in this Agreement are for convenience only and are not intended to and do not affect the interpretation of the subject matter contained within those sections.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

VILLAGE OF WINNETKA

VALSLIST LLC

By: _____

By: _____

Title: _____

Title: _____

**WINNETKA-NORTHFIELD-GLENCOE
CHAMBER OF COMMERCE**

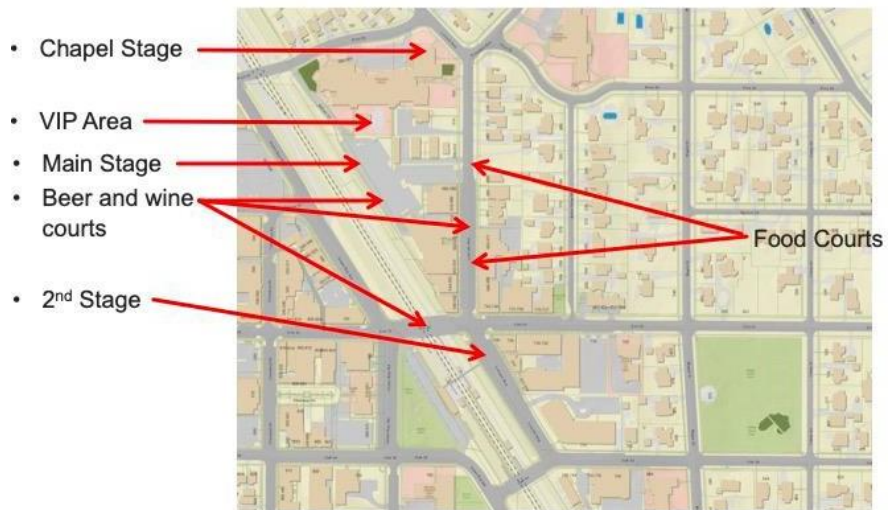
By: _____

Title: _____

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EXHIBIT 1
MAP OF LICENSED PREMISES

**Draft Winnetka Music
Festival Layout**



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EXHIBIT 2

THE CHAMBER'S AND VALSLIST'S INSURANCE REQUIREMENTS

The Chamber and Valslist, or its designee, shall obtain and maintain insurance of the types and in the amounts listed below for the Term of the Agreement. The Chamber and Valslist shall name the Village as an additional insured on all policies of insurance, except workers' compensation, on a primary and non-contributory basis. All policies shall be endorsed to include a waiver of subrogation in favor of the Village.

A. Commercial General and Umbrella Liability Insurance

The Chamber and Valslist, or its designee, shall each maintain commercial general liability (CGL) in the amount of \$2,000,000 per occurrence/ \$3,000,000 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, all perils, including fire, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds under the CGL, using ISO insured endorsement CG 20 11 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Chamber's and Valslist's insurance and shall not contribute to it.

B. Business Auto Insurance

The Chamber and Valslist, to the extent either party or a volunteer of either party provides transportation of any kind for the Event, shall maintain business auto liability with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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C. Liquor Liability (Dram Shop) Insurance

If Valslist sells liquor at the Event, it must maintain liquor liability and Dram Shop liability coverage with a limit of not less than \$1,000,000 per occurrence. The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds. This provision shall not apply in the event that all liquor sold at the Event is sold by a Vendor of Valslist.

D. Umbrella Policy

Valslist and the Chamber shall maintain an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

E. Workers Compensation Insurance

The Chamber shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury and \$1,000,000 by disease. If the Chamber is exempt from maintaining workers compensation and employers' liability insurance in accordance with Illinois law, the Chamber shall provide a written representation, in a form acceptable to the Village, regarding the reason for this exemption.

F. General Insurance Provisions

All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Chamber's or Valslist's obligation to maintain such insurance.

The Chamber and Valslist shall provide certified copies of all insurance policies required above within seven days of the Village's written request for said copies.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less {00130195.2}

than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer that it deems unacceptable.

If the Chamber's or Valslist's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Chamber and Valslist may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

EXHIBIT 3

VENDOR INSURANCE AND INDEMNITY REQUIREMENTS

Valslist shall cause all of the Vendors to obtain and maintain insurance of the types and in the amounts listed below for the Term of the Agreement. The Vendors shall name the Village as an additional insured on all policies of insurance, except workers' compensation, on a primary and non-contributory basis. All policies shall be endorsed to include a waiver of subrogation in favor of the Village.

A. Commercial General and Umbrella Liability Insurance

Each Vendor shall each maintain commercial general liability (CGL) in the amount of \$1,000,000 per occurrence/aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, all perils, including fire, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds under the CGL, using ISO insured endorsement CG 20 11 or a substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Vendor's insurance and shall not contribute to it.

B. Business Auto Insurance

Each Vendor, to the extent a Vendor provides transportation of any kind for the Event, shall maintain business auto liability with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provided contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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C. Umbrella Policy

Each Vendor shall maintain an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

D. Workers Compensation Insurance

Each Vendor shall maintain workers compensation and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury and \$1,000,000 by disease. If a Vendor is exempt from maintaining workers compensation and employers' liability insurance in accordance with Illinois law, the Chamber and/or Valslist shall provide a written representation, in a form acceptable to the Village, regarding the reason for this exemption.

E. Liquor Liability (Dram Shop) Insurance

Any Vendor that sells liquor at the Event must maintain liquor liability and Dram Shop liability coverage with a limit of not less than \$1,000,000 per occurrence. The Village of Winnetka, its officials, officers, employees, attorneys, volunteers and agents shall be included as additional insureds.

F. General Insurance Provisions

All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of a Vendor's obligation to maintain such insurance.

The Chamber and Valslist shall provide certified copies of all insurance policies required above within seven days of the Village's written request for said copies.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer that it deems unacceptable.

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If a Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, a Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.



Agenda Item Executive Summary

TITLE: Resolution No. R-28-2024: Approving an Agreement with A. Lamp Concrete Contractors, Inc. for the 2024 Street Rehabilitation and Public Improvement Project (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: March 5, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

This is a FY2024 budgeted annual program.

EXECUTIVE SUMMARY:

As part of the Village's ongoing infrastructure improvement program, plans, and specifications were developed for the 2024 Street Rehabilitation and Public Improvement Program for various streets within the Village of Winnetka. These streets include:

Street		Limits			Scope of Work
Spruce St.	from	Locust St.	to	Birch St.	Resurface + Water Main
Spruce St.	from	Locust St.	to	Birch St.	Resurface + Water Main
Walden Rd.	from	Vine St.	to	Pine St.	Resurface/Rehab
Rosewood Ave.	from	Cherry St.	to	Pine St.	Resurface/Rehab
Locust St.	from	Cherry St.	to	Pine St.	Resurface/Rehab
Provident St.	from	Cherry St.	to	Pine St.	Resurface/Rehab
Walden St.	from	Ash St.	to	Winnetka Ave.	Resurface/Rehab

In addition to the regular street rehabilitation scope of work, this contract also includes the Village's Hot Mix Asphalt and Portland Cement Concrete Patching Programs.

The scope of the project has been slightly modified based on the higher-than-expected bid results received. The original scope of work also included Cherry Street from Glendale Ave to Birch St. The limits of Cherry Street have been reduced from Locust to Birch, and the section from Glendale to Locust has been eliminated from this year's program to allow the project to proceed within the approved budget. These sections will be reprogrammed for next years' program.

On February 21, 2024, two sealed bids were opened, and the original and modified bid amounts, based on the reduction of work, are summarized below. After reviewing the bid results, the apparent low bid was submitted by A Lamp Concrete Contractor, Inc.

Bidder	Original Bid	Modified Bid (Reduced Scope)
A. Lamp Concrete Contractor, Inc.	\$4,254,000.00	\$3,305,587.00
Berger	\$5,285,851.55	\$4,065,427.55

The FY 2024 Budget contains funding for this project in several line items:

	Budget Amounts
100.35.23-650 (Street Rehabilitation):	\$1,700,000
100.35.23-650 (Additional Pavement Patching):	\$30,000
100.30.22-571 (Street Maintenance):	\$18,000
520.62.41-660 Watermain Replacement (2024 Water Fund):	\$1,715,800
Total Budgeted Amount:	\$3,463,800

Staff is recommending that the Village Council consider approving Resolution No. R-28-2024 awarding the contract to A Lamp Concrete Contractors for the construction of the 2024 Street Rehabilitation Program for an amount not to exceed \$3,305,587.00

A Lamp Concrete Contractor has performed work for the Village in the past, including successful completion of the 2020, 2021, 2022 and 2023 Street Rehabilitation Programs and the Phase 1 through Phase 5 of the Central Business Streetscape Projects. Staff believes that A Lamp will continue to provide the Village with a high level of service and meet the obligations of the proposed contract.

RECOMMENDATION:

Consider adopting Resolution No. R-28-2024, approving a contract for the 2024 Street Rehabilitation and Public Improvement Program with A Lamp Concrete Contractors, Inc. in the amount not to exceed \$3,305,587.00

ATTACHMENTS:

1. Agenda Report for 2024 Street Rehabilitation Program
2. Resolution No. R-28-2024: Approving an Agreement with A. Lamp Concrete Contractors for the 2024 Street Rehabilitation and Public Improvement Project
3. 2024 Street Rehab: Bid Analysis - Original Bids

Agenda Report

Subject: Resolution R-28-2024: 2024 Street Rehabilitation and Public Improvement Program

Prepared By: Obaid Khalid, Assistant Village Engineer

Date: March 5th, 2024

As part of the Village's ongoing infrastructure improvement program, plans and specifications were developed for the 2024 Street Rehabilitation and Public Improvement Program for various streets within the Village of Winnetka. These streets include:

<u>Street</u>	<u>Limits</u>			<u>Scope of Work</u>
<i>Spruce Street</i>	<i>from</i>	<i>Locust Street</i>	<i>to Birch Street</i>	<i>Water Main + Resurface</i>
<i>Cherry Street</i>	<i>from</i>	<i>Locust Street</i>	<i>to Birch Street</i>	<i>Water Main + Resurface</i>
<i>Walden Road</i>	<i>from</i>	<i>Vine St</i>	<i>to Pine St</i>	<i>Resurface/Rehab</i>
<i>Rosewood Ave</i>	<i>from</i>	<i>Cherry St</i>	<i>to Pine St</i>	<i>Resurface/Rehab</i>
<i>Locust St</i>	<i>from</i>	<i>Cherry St</i>	<i>to Pine St</i>	<i>Resurface/Rehab</i>
<i>Provident St</i>	<i>from</i>	<i>Cherry St</i>	<i>to Pine St</i>	<i>Resurface/Rehab</i>
<i>Walden St</i>	<i>from</i>	<i>Ash St</i>	<i>to Winnetka Ave</i>	<i>Resurface/Rehab</i>

In addition to the regular street rehabilitation scope of work, this contract also includes the Village's Hot Mix Asphalt and Portland Cement Concrete Patching Programs.

On February 21, 2024, two (2) sealed bids were opened and read aloud. All bids were reviewed for completeness and accuracy and are summarized below. The bid tabulation is attached. The scope of the project has been slightly modified based on the higher-than-expected bid results received. The original scope of work included Cherry Street from Glendale Ave to Birch St. The limits of Cherry Street have been reduced from Locust to Birch, and the section from Glendale to Locust is eliminated from this year's program to allow the project to proceed within the approved budget. The removed sections of Cherry St. will be reprogrammed for the next years program.

BID SUMMARY:

<u>Contractor</u>	<u>Original -Base Bid</u>	<u>Modified* - Base Bid</u>
A Lamp Concrete Contractor, Inc.	\$4,254,000.00	\$3,305,587.00
Berger	\$5,285,851.55	\$4,065,427.55
Final Engineers Estimate of Costs	\$3,589,263.50	\$2,779,745.50

*Modified Bid reduces the limits of the Cherry Street section from Locust to Birch. (Originally planned from Glendale to Birch)

BUDGET INFORMATION:

The FY 2024 Budget accounts are as follows:

100.35.23-650 - Street Rehabilitation	\$1,700,000
100.35.23-650 - Additional Pavement Patching	\$30,000
100.30.22-571 - Street Maintenance	\$18,000
520.62.41-660 - Watermain Replacement (2024 Water Fund)	\$1,715,800

TOTAL BUDGET ***\$3,463,800***

PROJECT COSTS EVALUATION

Staff developed the 2024 budget costs in August 2023 on a preliminary design and early estimated costs based on market conditions at that time. As the final Engineering was completed, the final estimated costs for the project were adjusted and inflated for next year's pricing based on an average CPI of 5%.

All bids received were higher than the anticipated cost estimate. To evaluate the cost differences, we found that the bid pricing of several items, specifically for underground utility works, went up significantly compared to the average CPI (for example, water main cost went up 60% as compared to 2023 pricing). Those significant cost increases and market variations are difficult to incorporate during the development of the budget.

To address the cost difference, staff modified the scope of work for Cherry Street with the coordination of the Engineering and Water & Electric Department's based on the priority for water main replacement and the road rehabilitation of the section of Cherry Street. The modified bid amounts listed on page 1 of this memo reflect the removal of the Cherry Street section from Glendale to Locust from the 2024 project list.

ALTERNATE BIDS FOR LEAD SERVICE REPLACEMENT PROGRAM (OPTIONAL)

The Water and Electrical Department is taking the lead on the Lead Service Replacement Program. To determine the actual cost of individual service replacement and offer installation services to the residents, the Village asked bidders to provide an alternate bid cost for the replacement of lead services from the parkway to the home. Installation services was listed as an alternative in the bidding documents, and bidders were only required to provide pricing if they were interested in offering the plumbing services. Alternate bid items quotes are attached in the Bid tabulation. Lead service replacement work is not proposed to be part of this awarded contract, but pricing provided will be shared with homeowners.

ALTERNATE BIDS FOR CHERRY STREET BEACH PATH RESURFACING

To determine the actual cost of Cherry St beach path resurfacing, the Village asked bidders to provide an alternate bid cost for this rehabilitation work. The Cherry Beach path is an asphalt overlayed path that goes from Sheridan east towards Lake Michigan, and provides access to the public. Alternate bid items quotes are attached in the Bid tabulation. Based on the bid pricing received Cherry Beach Path work is not proposed to be part of this awarded contract.

CONTRACT DISCUSSION

The apparent low bidder meeting the requirements of the contract, and proposed scope of work, is A Lamp Concrete Contractors, Inc. out of Schaumburg, Illinois with a proposed modified bid price of \$3,305,587.00.

A Lamp Concrete Contractors has performed work for the Village in the past, including successful completion of the 2020, 2021, 2022 and 2023 Street Rehabilitation Programs, and phases 1 thru 5 of the Central Business Streetscape Projects. Staff believes that A Lamp will continue to provide the Village with a high level of service and meet the obligations of the proposed contract.

Recommendation: Consider adopting Resolution R-28-2024 approving a contract for construction services for the 2024 Street Rehabilitation and Public Improvement Program with A Lamp Concrete Contractors, Inc. in the amount not to exceed **\$3,305,587.00**

RESOLUTION NO. R-28-2024

**A RESOLUTION APPROVING AN AGREEMENT WITH
A. LAMP CONCRETE CONTRACTORS, INC. FOR THE
2024 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 Village's 2024 Street Rehabilitation and Public Improvement Project ("***Work***"); and

WHEREAS, the Village requested bids for the procurement of the Work; and

WHEREAS, the Village received two bids for the procurement of the Work and opened the bids on February 21, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that A. Lamp Concrete Contractors, Inc. ("***Contractor***") is the lowest responsible and responsive bidder for the procurement of the Work; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the Work in an amount not to exceed \$3,305,587.00 ("***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 Agreement with Contractor;

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

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

SECTION 2: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement with Contractor 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 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 after receipt by the Village Manager of two executed copies of the final Agreement from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

March 5, 2024

R-28-2024

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 5th day of March 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

March 5, 2024

R-28-2024

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA

**CONTRACT FOR THE CONSTRUCTION
OF 2024 STREET REHABILITATION**

Contract Number: 024-005

VILLAGE OF WINNETKA CONTRACT FOR THE CONSTRUCTION OF 2024 STREET REHABILITATION

Contract Number: 024-005

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Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
Attachment C:	List of Drawings
Appendix 1:	Prevailing Wage Ordinance
Appendix 2:	Schedule of Quantities

VILLAGE OF WINNETKA CONTRACT FOR THE CONSTRUCTION OF 2024 STREET REHABILITATION

Contract Number: 024-005

In consideration of the mutual promises set forth below, the Village of Winnetka, 1390 Willow Road, Winnetka, Illinois, 60093 (“*Owner*”), and _____ (“*Contractor*”), make this Contract as of March 15th, 2024, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide *[three]* complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written

notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to

Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

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

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is 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 neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

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

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

Village of Winnetka	<u>with a copy to:</u>
510 Green Bay Road	Elrod Friedman LLP
Winnetka, IL 60093	325 N LaSalle Street, Suite 450
Attention: Timothy Sloth	Chicago, Illinois 60654
	Attention: Peter M. Friedman

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

<u>Contractor Name:</u>	<u>with a copy to:</u>
<u>Contractor Address:</u>	

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other 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; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village of Winnetka a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (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 Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On 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

of Winnetka and 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 the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

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

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

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Winnetka of _____

By: _____

Name: _____

Title: _____

Attest: _____

By: _____

Name: _____

Title: _____

[name of contractor]

By: _____

Name: Tracy Lampignano

Title: President

Attest: _____

By: _____

Name: Jeff Moyer

Title: Vice President



STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

CONTRACTOR'S CERTIFICATION

[contractor's executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a 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.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: February 28, 2024.

[name of contractor]

By: [REDACTED]
Name: Tracy Lampignano
Title: President

Attest: [REDACTED]
By: [REDACTED]
Name: Jeff Moyer
Title: Vice President

Subscribed and Sworn to before me on February 28, 2024.

My Commission expires: 05/31/2024

[REDACTED]
Notary Public

(SEAL)



2024 STREET REHAB - BID ANALYSIS
ORIGINAL BIDS

BID TABULATION
FEB 21, 2024

BID TABULATION FEB 21, 2024				ENGINEER'S ESTIMATE OF COST		A LAMP CONCRETE CONTRACTORS 1900 WRIGHT BOULEVARD SCHAUMBURG, IL 60193		BERGER 1205 N GARLAN RD WAUCONDA, IL, 60084	
		QUANTITY							
NO.	PAY ITEM	UNIT	TOTAL	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EARTH EXCAVATION	CUYD	20.00	\$ 50.00	\$ 1,000.00	\$ 55.00	\$ 1,100.00	\$ 90.00	\$ 1,800.00
2	EARTH EXCAVATION (SPECIAL)	CUYD	20.00	\$ 55.00	\$ 1,100.00	\$ 65.00	\$ 1,300.00	\$ 210.00	\$ 4,200.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	20.00	\$ 2.50	\$ 50.00	\$ 5.00	\$ 100.00	\$ 5.00	\$ 100.00
4	AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS	TON	90.00	\$ 30.00	\$ 2,700.00	\$ 25.00	\$ 2,250.00	\$ 75.00	\$ 6,750.00
5	HOT MIX ASPHALT SURFACE REMOVAL (MILLING)	SQYD	34360.00	\$ 3.50	\$ 120,260.00	\$ 3.15	\$ 108,234.00	\$ 3.50	\$ 120,260.00
6	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	3995.00	\$ 120.00	\$ 479,400.00	\$ 112.00	\$ 447,440.00	\$ 105.75	\$ 422,471.25
7	HOT MIX ASPHALT BINDER COURSE, IL-19, N50	TON	50.00	\$ 110.00	\$ 5,500.00	\$ 102.00	\$ 5,100.00	\$ 150.00	\$ 7,500.00
8	HOT MIX ASPHALT PAVEMENT PATCHING - FULL DEPTH, 8" (VARIOUS LOCATIONS)	SQYD	50.00	\$ 110.00	\$ 5,500.00	\$ 50.00	\$ 2,500.00	\$ 217.00	\$ 10,850.00
9	HOT MIX ASPHALT PAVEMENT PATCHING - SURFACE, 2" (VARIOUS LOCATIONS)	SQYD	530.00	\$ 55.00	\$ 29,150.00	\$ 50.00	\$ 26,500.00	\$ 32.00	\$ 16,960.00
10	PAVEMENT PATCHING, CLASS D	SQYD	500.00	\$ 65.00	\$ 32,500.00	\$ 10.00	\$ 5,000.00	\$ 62.00	\$ 31,000.00
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	60.00	\$ 25.00	\$ 1,500.00	\$ 30.00	\$ 1,800.00	\$ 78.00	\$ 4,680.00
12	SUBBASE GRANULAR MATERIAL, TYPE B	CUYD	55.00	\$ 25.00	\$ 1,375.00	\$ 75.00	\$ 4,125.00	\$ 150.00	\$ 8,250.00
13	HOT MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 2"	SQYD	1030.00	\$ 40.00	\$ 41,200.00	\$ 37.00	\$ 38,110.00	\$ 38.01	\$ 39,150.30
14	BITUMINOUS MATERIAL (PRIME COAT)	GAL	1710.00	\$ 0.10	\$ 171.00	\$ 0.01	\$ 17.10	\$ 11.00	\$ 18,810.00
15	AGGREGATE (PRIME COAT)	TON	15.00	\$ 2.00	\$ 30.00	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00
16	PCC SIDEWALK REMOVAL & REPLACEMENT, 5"	SQFT	10000.00	\$ 10.00	\$ 100,000.00	\$ 10.00	\$ 100,000.00	\$ 14.45	\$ 144,500.00
17	PCC SIDEWALK REMOVAL & REPLACEMENT, 5" (VARIOUS LOCATIONS)	SQFT	200.00	\$ 15.00	\$ 3,000.00	\$ 18.00	\$ 3,600.00	\$ 38.00	\$ 7,600.00
18	PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT, 6"	SQYD	1135.00	\$ 86.00	\$ 97,610.00	\$ 89.00	\$ 101,015.00	\$ 126.00	\$ 143,010.00
19	PCC PAVEMENT PATCHING, 9" (STREET - VARIOUS LOCATIONS)	SQYD	50.00	\$ 125.00	\$ 6,250.00	\$ 150.00	\$ 7,500.00	\$ 320.00	\$ 16,000.00
20	PCC PAVEMENT PATCHING, 9" (ALLEY - VARIOUS LOCATIONS)	SQYD	50.00	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 320.00	\$ 16,000.00
21	BARRIER CURB VARIABLE HEIGHT, SPECIAL	FOOT	20.00	\$ 35.00	\$ 700.00	\$ 75.00	\$ 1,500.00	\$ 165.00	\$ 3,300.00
22	COMBINATION CONCRETE CURB & GUTTER	FOOT	8720.00	\$ 26.00	\$ 226,720.00	\$ 32.00	\$ 279,040.00	\$ 37.00	\$ 322,640.00
23	COMBINATION CONCRETE CURB & GUTTER/CURB REMOVAL	FOOT	8720.00	\$ 5.00	\$ 43,600.00	\$ 5.15	\$ 44,908.00	\$ 6.00	\$ 52,320.00
24	COMBINATION CONCRETE CURB & GUTTER (VARIOUS LOCATION)	FOOT	100.00	\$ 30.00	\$ 3,000.00	\$ 90.00	\$ 9,000.00	\$ 82.00	\$ 8,200.00
25	COMBINATION CONCRETE CURB & GUTTER/CURB REMOVAL (VARIOUS LOCATION)	FOOT	100.00	\$ 10.00	\$ 1,000.00	\$ 25.00	\$ 2,500.00	\$ 19.00	\$ 1,900.00
26	DETECTABLE WARNINGS	SQFT	628.00	\$ 40.00	\$ 25,120.00	\$ 32.00	\$ 20,096.00	\$ 44.00	\$ 27,632.00
27	THERMOPLASTIC PAVEMENT MARKING-LINE, 4" WHITE/YELLOW	FOOT	2325.00	\$ 1.50	\$ 3,487.50	\$ 1.50	\$ 3,487.50	\$ 2.00	\$ 4,650.00
28	THERMOPLASTIC PAVEMENT MARKING-LINE, 6" WHITE/YELLOW	FOOT	2530.00	\$ 2.50	\$ 6,325.00	\$ 2.50	\$ 6,325.00	\$ 3.00	\$ 7,590.00
29	THERMOPLASTIC PAVEMENT MARKING-LINE, 12" WHITE/YELLOW	FOOT	165.00	\$ 10.00	\$ 1,650.00	\$ 4.75	\$ 783.75	\$ 4.00	\$ 660.00
30	THERMOPLASTIC PAVEMENT MARKING-LINE, 24" WHITE/YELLOW	FOOT	325.00	\$ 12.00	\$ 3,900.00	\$ 9.25	\$ 3,006.25	\$ 5.00	\$ 1,625.00
31	THERMOPLASTIC PAVEMENT MARKING-LETTERS & SYMBOLS	SQFT	50.00	\$ 15.00	\$ 750.00	\$ 5.50	\$ 275.00	\$ 7.00	\$ 350.00
32	PAINT PAVEMENT MARKING-LINE, 4" WHITE/YELLOW	FOOT	50.00	\$ 4.00	\$ 200.00	\$ 2.50	\$ 125.00	\$ 2.00	\$ 100.00
33	PAINT PAVEMENT MARKING-LINE, 6" WHITE/YELLOW	FOOT	1012.00	\$ 2.00	\$ 2,024.00	\$ 3.75	\$ 3,795.00	\$ 3.00	\$ 3,036.00
34	PAINT PAVEMENT MARKING-LINE, 12" WHITE/YELLOW	FOOT	50.00	\$ 10.00	\$ 500.00	\$ 7.50	\$ 375.00	\$ 5.00	\$ 250.00
35	PAINT PAVEMENT MARKING-LINE, 24" WHITE/YELLOW	FOOT	148.00	\$ 12.00	\$ 1,776.00	\$ 15.50	\$ 2,294.00	\$ 9.00	\$ 1,332.00
36	PAINT PAVEMENT MARKING-LETTERS & SYMBOLS	SQFT	20.00	\$ 15.00	\$ 300.00	\$ 8.25	\$ 165.00	\$ 5.00	\$ 100.00
37	MODIFIED URETHANE PAV'T MARKING - LINE, 4" RECESSED, WHITE/YELLOW	FOOT	10.00	\$ 20.00	\$ 200.00	\$ 1.75	\$ 17.50	\$ 3.00	\$ 30.00
38	MODIFIED URETHANE PAV'T MARKING - LINE, 6" RECESSED, WHITE/YELLOW	FOOT	2290.00	\$ 13.00	\$ 29,770.00	\$ 2.75	\$ 6,297.50	\$ 5.00	\$ 11,450.00
39	MODIFIED URETHANE PAV'T MARKING - LINE, 12" RECESSED, WHITE/YELLOW	FOOT	10.00	\$ 20.00	\$ 200.00	\$ 5.25	\$ 52.50	\$ 8.00	\$ 80.00
40	MODIFIED URETHANE PAV'T MARKING - LINE, 24" RECESSED, WHITE/YELLOW	FOOT	400.00	\$ 15.00	\$ 6,000.00	\$ 10.50	\$ 4,200.00	\$ 17.00	\$ 6,800.00
41	MODIFIED URETHANE PAV'T MARKING - SYMBOLS & LETTERS, RECESSED	SQFT	20.00	\$ 20.00	\$ 400.00	\$ 5.50	\$ 110.00	\$ 10.00	\$ 200.00
42	SANITARY MANHOLES, 48" I.D., REMOVE & REPLACE	EACH	1.00	\$ 6,000.00	\$ 6,000.00	\$ 8,100.00	\$ 8,100.00	\$ 14,500.00	\$ 14,500.00
43	SANITARY MANHOLE CHIMNEY SEAL	EACH	1.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,300.00	\$ 1,300.00
44	INLETS, TYPE A	EACH	4.00	\$ 2,500.00	\$ 10,000.00	\$ 2,525.00	\$ 10,100.00	\$ 3,100.00	\$ 12,400.00
45	MANHOLES TYPE A, 4' DIA., TYPE 1 FRAME, CLOSED/OPEN LID	EACH	1.00	\$ 5,000.00	\$ 5,000.00	\$ 8,325.00	\$ 8,325.00	\$ 9,200.00	\$ 9,200.00
46	CATCH BASINS, TYPE D, 2' DIA., WITH FRAME & GRATE	EACH	4.00	\$ 3,000.00	\$ 12,000.00	\$ 3,100.00	\$ 12,400.00	\$ 5,000.00	\$ 20,000.00
47	CATCH BASINS, TYPE D, 3' DIA., WITH FRAME & GRATE	EACH	4.00	\$ 3,500.00	\$ 14,000.00	\$ 4,050.00	\$ 16,200.00	\$ 5,400.00	\$ 21,600.00
48	MANHOLES TO BE RECONSTRUCTED	EACH	2.00	\$ 1,900.00	\$ 3,800.00	\$ 2,175.00	\$ 4,350.00	\$ 2,450.00	\$ 4,900.00
49	CATCH BASINS TO BE RECONSTRUCTED	EACH	1.00	\$ 1,900.00	\$ 1,900.00	\$ 1,750.00	\$ 1,750.00	\$ 2,450.00	\$ 2,450.00
50	MANHOLES TO BE ADJUSTED	EACH	1.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 945.00	\$ 945.00
51	CATCH BASINS TO BE ADJUSTED	EACH	57.00	\$ 750.00	\$ 42,750.00	\$ 825.00	\$ 47,025.00	\$ 945.00	\$ 53,865.00
52	FRAMES & GRATES/LIDS	EACH	35.00	\$ 510.00	\$ 17,850.00	\$ 450.00	\$ 15,750.00	\$ 1,500.00	\$ 52,500.00
53	STORM SEWERS, PVC SDR 26, 4"	FOOT	40.00	\$ 150.00	\$ 6,000.00	\$ 185.00	\$ 7,400.00	\$ 365.00	\$ 14,600.00
54	STORM SEWERS, PVC SDR 26, 6"	FOOT	270.00	\$ 175.00	\$ 47,250.00	\$ 200.00	\$ 54,000.00	\$ 315.00	\$ 85,050.00
55	STORM SEWERS, PVC SDR 26, 8"	FOOT	260.00	\$ 200.00	\$ 52,000.00	\$ 210.00	\$ 54,600.00	\$ 375.00	\$ 97,500.00
56	STORM SEWERS, PVC SDR 26, 10"	FOOT	40.00	\$ 200.00	\$ 8,000.00	\$ 220.00	\$ 8,800.00	\$ 395.00	\$ 15,800.00
57	STORM SEWERS, PVC SDR 26, 12"	FOOT	60.00	\$ 200.00	\$ 12,000.00	\$ 240.00	\$ 14,400.00	\$ 405.00	\$ 24,300.00
58	STRUCTURES TO BE ABANDONED	EACH	9.00	\$ 500.00	\$ 4,500.00	\$ 750.00	\$ 6,750.00	\$ 1,425.00	\$ 12,825.00
59	TOPSOIL FURNISH & PLACE	CUYD	260.00	\$ 20.00	\$ 5,200.00	\$ 1.00	\$ 260.00	\$ 54.00	\$ 14,040.00
60	SODDING	SQYD	3800.00	\$ 9.00	\$ 34,200.00	\$ 10.00	\$ 38,000.00	\$ 16.50	\$ 62,700.00
61	DETECTOR LOOPS TO BE REPLACED	FT.	40	\$ 28.00	\$ 1,120.00	\$ 50.00	\$ 2,000.00	\$ 130.00	\$ 5,200.00
62	TRAFFIC CONTROL & PROTECTION STANDARDS	LSUM	1	\$ 250,000.00	\$ 250,000.00	\$ 398,225.90	\$ 398,225.90	\$ 410,000.00	\$ 410,000.00
63	WATER SERVICE LINE, 1 1/2", LONG	EACH	51	\$ 5,500.00	\$ 280,500.00	\$ 6,575.00	\$ 335,325.00	\$ 8,000.00	\$ 408,000.00
64	WATER SERVICE LINE, 1 1/2", SHORT	EACH	36	\$ 4,800.00	\$ 172,800.00	\$ 5,650.00	\$ 203,400.00	\$ 6,000.00	\$ 216,000.00
65	WATER SERVICE LINE, 1 1/2", EXTRA LONG	EACH	1	\$ 7,000.00	\$ 7,000.00	\$ 11,975.00	\$ 11,975.00	\$ 12,900.00	\$ 12,900.00
66	WATER SERVICE LINE 1 1/2" TO BE RECONNECTED/TRANSFERRED	EACH	29	\$ 6,000.00	\$ 174,000.00	\$ 4,500.00	\$ 130,500.00	\$ 8,000.00	\$ 232,000.00
67	WATER SERVICE LINE, 2" LONG	EACH	1	\$ 5,500.00	\$ 5,500.00	\$ 6,800.00	\$ 6,800.00	\$ 14,500.00	\$ 14,500.00
68	WATER SERVICE LINE, 2" SHORT	EACH	1	\$ 4,800.00	\$ 4,800.00	\$ 5,800.00	\$ 5,800.00	\$ 10,700.00	\$ 10,700.00
69	WATER SERVICE LINE, 2" EXTRA LONG	EACH	1	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00
70	WATER SERVICE LINE, 2" TO BE RECONNECTED/TRANSFERRED	EACH	1	\$ 5,500.00	\$ 5,500.00	\$ 4,600.00	\$ 4,600.00	\$	

ALTERNATE BID ITEMS : LEAD SERVICE REPLACEMENT (B-BOX TO PROPERTY) (OPTIONAL)					ALAMP		BERGER	
1	START / END PIT	EACH	98		\$ 4,250.00	\$ 416,500.00	\$	-
2	1-1/2" TYPE K COPPER (BORED)	FOOT	1850		\$ 191.00	\$ 353,350.00	\$	-
3	INSTALLATION OF 1-1/2" FLARED UNION (AS NEEDED)	EACH	1		\$ 4,100.00	\$ 4,100.00	\$	-
4	INSTALLATION OF 1" WATER METER	EACH	49		\$ 2,750.00	\$ 134,750.00	\$	-
5	ABANDONMENT OF OLD LEAD SERVICE	EACH	49		\$ 280.00	\$ 13,720.00	\$	-
6	ALLOWANCE FOR SITE CONDITIONS	EACH	1		\$ 20,000.00	\$ 20,000.00	\$	-
BID TOTAL: AS CALCULATED					\$ 942,420.00		\$	-
BID TOTAL: AS READ					\$ 942,420.00		(Berger opt-out the alternate bid prices for lead service work)	