



Village of Winnetka

Village Council Regular Meeting

September 17, 2024 at 7:00 PM

Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. October 1, 2024 Regular Meeting
 - b. October 8, 2024 Study Session
 - c. October 15, 2024 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Presentations**
 - a. North Shore Art League 100th Anniversary Proclamation
7. **Establishment of Consent Agenda**
8. **Approval of Consent Agenda**
 - a. Approval of Warrant List Dated August 12, 2024 - August 23, 2024
 - b. Resolution No. R-70-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for Ten 100 KVA Pad Mount Transformers (Adoption)
 - c. Resolution No. R-71-2024: Approving a Contract with United Door & Dock LLC for Gates and Operator Replacement Services (Adoption)
9. **Ordinances and Resolutions**
 - a. Ordinance No. M-11-2024: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption)
10. **Old Business**
11. **New Business**
12. **Appointments**

NOTICE

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

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

- 13. Closed Session**
- 14. Adjournment**



PROCLAMATION

WHEREAS, on October 28, 1924, a visionary group of artists and Winnetka residents founded the North Shore Art League with a steadfast commitment to enriching the human spirit through art education and exhibitions; and

WHEREAS, for a century, the North Shore Art League has remained dedicated to its mission to foster a vibrant cultural community by offering quality art classes and exhibitions for individuals of all ages across the North Shore; and

WHEREAS, the League's enduring cultural impact is evident through its premier events, such as the annual "Art in the Village" art show, and previous events including the Old Orchard Art Fair and the Plaza del Lago art fair, all of which showcase the diverse talents of local and regional artists; and

WHEREAS, the League's diverse art classes and workshops teach traditional art forms, including oil painting, pastels, watercolor and drawing, alongside innovative approaches to printmaking and encaustic painting, have empowered thousands of students to refine their artistic skills; and

WHEREAS, the League's studio, constructed in 1932 with its iconic skylight designed to capture the North Light, has served as a hub of artistic exploration for local artists to advance and develop the study of fine arts and contribute to the rich tapestry of cultural expression in our community; and

NOW THEREFORE, the Council of the Village of Winnetka does hereby proclaim October 28, 2024 as "North Shore Art League Day" in honor of its 100th Anniversary, and extends sincere congratulations to the Art League, staff, board of directors, members, teachers, students, and supporters, past and present, for their century of unwavering dedication to the arts and for their profound impact on enriching the lives of individuals throughout Winnetka and beyond.

Christopher Rintz, Village President
Dated: September 17, 2024



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated August 12, 2024 - August 23, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: September 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated August 12, 2024 - August 23, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated August 12, 2024 - August 23, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-70-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for Ten 100 KVA Pad Mount Transformers (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: September 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Since June 2021, there have been significant disruptions in the market for pad mount transformers. Staff estimate these market trends to continue over the next few years. Orders for single phase transformers placed since 2021 have averaged a 72-week delivery time, and orders are routinely quoted in excess of 80 weeks ARO. Prior to 2021, units of this type would arrive in 12–14 weeks.

The anticipated arrival of these transformers is in 2025. Account 500.42.34-660 in the FY2025 Budget will contain \$78,380 earmarked for these transformers. These will serve as working inventory for new service installations or system reinforcement.

EXECUTIVE SUMMARY:

The Water & Electric Department issued Bid Number 024-015 for single phase 100 KVA pad mount transformers. The bid notice was posted to the on-line bidding service Demand Star and bid notices were sent to seven companies. Staff received bids from six (6) vendors. Transformers are awarded based on the results of a life cycle cost basis. Inherent to the transformer's design are electrical losses. The cost of these losses is added to the purchase cost of the transformer to arrive at an evaluated life cycle cost. As such, it is possible for a transformer to have a low material cost with high losses to be the highest evaluated cost. Conversely, a transformer with a high material cost, but with very low losses, can be the lowest evaluated cost. The bid tabulation with unit prices and load loss evaluation is attached as Exhibit B.

Based on the bid evaluation, the transformer design with the lowest life cycle design was a transformer manufactured by Ermco on the bid submitted by electrical equipment distributor, Resco. The purchase cost for this unit is \$7,838 per unit with a lead time of Q2 of 2025. These units will serve as working inventory for providing new points of service to customers or conducting line burials as part of a planned capital improvement project.

The bid document specified that bidders provide a firm unit price or specify how escalation will be determined on the specified transformers. Due to the extended lead times and market uncertainty, the manufacturer held the price firm but included their own terms and conditions of sale. The Village has executed on these terms with Resco/Ermco on six previous orders dating back to 2022.

Resolution No. R-70-2024, rejects all bids, waives bidding requirements and awards a contract to Resco for the purchase of ten 100 KVA pad mount transformers in an amount of \$78,380.

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

RECOMMENDATION:

Consider adoption of Resolution No. R-70-2024, rejects all bids, waives bidding requirements and awards a contract to RESCO for the purchase of ten 100 kVA pad mount transformers for an amount of \$78,380.

ATTACHMENTS:

1. Resolution No. R-70-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for Ten 100 KVA Pad Mount Transformers
2. Exhibit B: Bid Tabulation & Loss Analysis

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

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

WHEREAS, on July 18, 2024, the Village issued Request for Bid #024-015 ("**Requests for Bids**") for the purchase of ten 100 kVA Pad Mount Transformers ("**Transformers**"); and

WHEREAS, the Village received six bids ("**Bids**") to provide the Transformers and opened the Bids on August 20, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that RESCO ("**Resco**") is the lowest responsible bidder to provide the Transformers; and

WHEREAS, RESCO took exception to terms in the Request for Bids and, thus, their bid is non-responsive to the Requests for Bids; and

WHEREAS, because RESCO's bid was non-responsive, the Village Council has determined that it is in the best interests of the Village to reject their bids as well as all Bids; and

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

WHEREAS, the Village Council desires to enter into a contract with RESCO for the purchase of the Transformers in an amount of \$78,380.00, 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 Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into the Contract with RESCO for the purchase of the Transformers; and

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

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

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

SECTION 2: REJECTION OF BIDS. The Village Council hereby rejects the Bids for the Transformers received in response to the Requests for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

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

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

SECTION 5: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from RESCO; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from RESCO within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 17th day of September, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 100KVA 240.120 SINGLE PHASE PAD-MOUNT TRANSFORMER

Full Name of Bidder:

RESCO - Rural Electric Supply Cooperative

("Bidder")

Principal Office Address:

**2250 Pinehurst Drive
Middleton Wi, 53562**

Local Office Address:

Same as above

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

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Assistant 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.

EXHIBIT A

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

2. Contract Price Proposal.

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

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
024-015	100 KVA 1P Pad Xfmr	See pricing form in Attachment A.	\$7838.00	\$78,380.00

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.

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

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

Upon delivery and acceptance of item by the Owner.

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

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

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

4. Financial Assurance.

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

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

EXHIBIT A

5. Firm Proposal.

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

6. Bidder's Representations and Warranties.

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

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

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

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

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (iii) for any other reason.

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

7. Acknowledgments.

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

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

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

EXHIBIT A

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

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

E. Time; Days. Time is of the essence for this Contract/Bid. Except where specifically stated otherwise, references in this Contract/Bid to days will be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Bid; nor any order by Owner for the payment of money; nor any payment for or use, possession, or acceptance of the whole or any part of any Product; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Bid; nor any other act or omission of Owner will constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder or of any requirement or provision of this Contract/Bid or of any remedy, power, or right of Owner.

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

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

DATED this 14th date of August 2024

EXHIBIT A

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

Bidder's Name: Rural Electric Supply Cooperative

Doing Business As (if different): RESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Jeffrey Kuhnle

Title/Position: VP of Administration & CFO

Bidder's Business Address: 2250 Pinehurst Drive

Middleton, WI 53562

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

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

		
Matthew Hotzler, Chariman	Jeffrey Kuhnle, Assistant Secretary	
Robert Hance, Vice Chairman		
William McKim, Secretary/Treasurer		
Matthew Brandrup, President		

ATTACHMENT A: SPECIFICATIONS

1. SCOPE

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

2. CODES AND STANDARDS

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

EXHIBIT A

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

3. QUALITY ASSURANCE

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

4. TRANSFORMER TECHNICAL REQUIREMENT

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

EXHIBIT A

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

5. TEST

- a. A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall as a minimum contain the data as specified in IEEE C57.12.90.

6. FEATURES

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

7. DOCUMENTATION

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

8. PARTS

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

9. WARRANTY

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

EXHIBIT A

Pad-mount Transformer Data Sheet

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

Other Special Instructions:

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

EXHIBIT A

BID SUBMITTAL

Vendor: **RESCO - Rural Electric Supply Coop.**

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

Email: **tciebell@resco1.com**

Phone: **608-824-6063**

Transformer Manufacturer **ERMCO**

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
100	10	\$7838.00	151	952	T.B.D.

Weight (lbs) **1189 lbs.**

Warranty (at delivery) **2 Years**

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

* All ERMCO transformers are given a production slot date at receipt of P.O. Current estimated date period is 1st quarter of 2025.

* Production slot dates are subject to prior orders and availability.

Dimensions (inches)

A	24"
B	36.2"
C	36"
D	16"

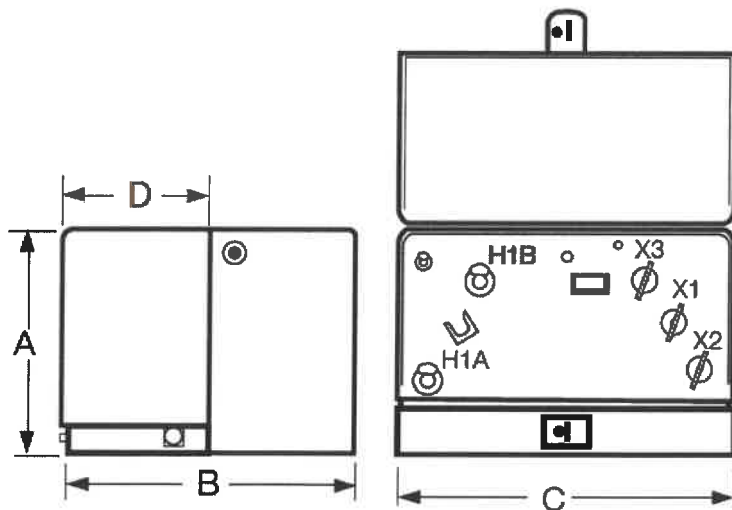


EXHIBIT A

ACCEPTANCE

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

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

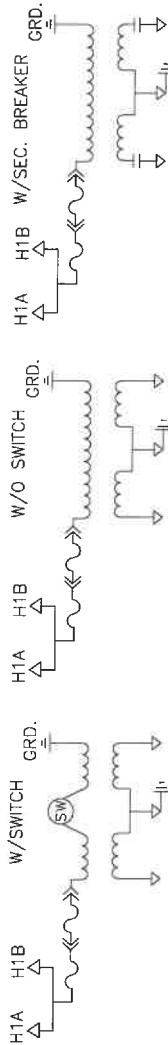
VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____

TAPS: NO TAPS



PART	DESCRIPTION	QUANTITY
------	-------------	----------

1 CONDUIT ENTRANCE AREA
2 FUSING : INTERNAL BUSHING MTD. WEAK LINK
NO BACKUP FUSING REQUIRED
NO DRIP SHIELD REQUIRED

3	PARKING STAND	1
4	GENERIC HV BUSH WELL 3-98 OR 3-135	2

5 (1) ALUMINUM NAMEPLATE (STANDARD) 1

6 P.R.V.: GENERIC.25 10PSI35SCFM (-01 OR -30) 1

7 .50 IN. OIL LEVEL PLUG
8 LVB: COPPER STUD SECONDARY BUSHINGS.
1.00 IN. - 14 ST/ID

9	COMPARTMENT COVER	1
10	LIFTING BOSS (.625"-11 BLIND TAPPED)	4

11	DETACHABLE GROUND STRAP	1
12	0.500 NPT DRAIN PLUG (STANDARD)	1

13	.500"-13	SILICON BRONZE PENTABOLT (STANDARD)	1
14		PADLOCK HASP	1

15	GROUND NUT		3
	W/ GROUND LUGS	#10-1 TINNED LUG (DEFLT.STD)	2

16	REMOVABLE SILL	1
17	DOOR RETAINER	1

18 TAP & DUAL VOLTAGE SWITCH: NOT REQUIRED
19 SECONDARY BREAKER HANDLE: NOT REQUIRED
20 NO CONDUIT ENTRANCE W/OUT REQUIRED

20	NO CONDUIT ENTRANCE HOLE REQUIRED	ADDITIONAL FEATURES	4
		PCB DECAL: NONPCB 1X2 (ERM) STD 1WHT/B 117 45TANIK	

WARN, DECAL: WABNGMR OUCH GENERIC (NFMA#260) DOOR

DANGER DECAL: MR. OUCH GENER (NEMA #260) 52-02 DOOR
UNDER-OIL ARR.: SWITCHABLE CLU23 SERIES (ERMCO STD)

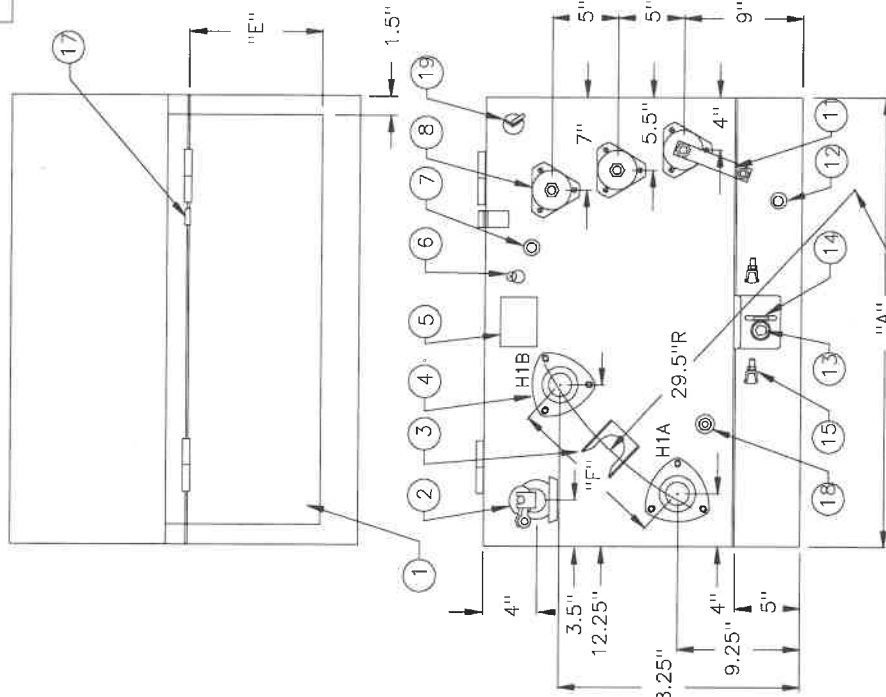
FILL PORT: FILL PLUG
EXTRA GRD: ANAHEIM-DOORGRD (STUD) SILLGRD (STUD)

OIL TYPE: STD TX MINERAL OIL
TK|DR|SL: MS

CONFIDENTIAL

[illegible]

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



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


ERMCO

CUSTOMER:		VILLAGE OF WINNETKA		RFQ/SPEC #:	
SCALE:	DATE:	BY:	QUOTE NUMBER:		
NTS	07/24/24	JBB	732443		

UNCONTROLLED

General Information/Terms and Conditions

Price Policy

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

INITIAL ORDER

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

C.O.D. SHIPMENTS

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

CATALOG ACCURACY

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

TRANSPORTATION

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

DELIVERY

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

CLAIMS

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

TERMS

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

RETURN MATERIAL

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

CANCELLATION

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

TAXES

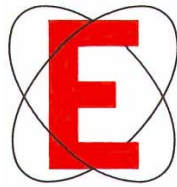
The amount of any tax, which the seller shall be required to pay for the Purchaser, shall be added to the invoice and paid by the Purchaser.

LIMITED WARRANTY

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

DISCLAIMER

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



ERMCO
DISTRIBUTION
TRANSFORMERS

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

ERMCO Terms and Conditions of Sale

Quote for Sale of Product or Service

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

Payment Terms

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

Transportation Terms

FOB DESTINATION PER ERMCO AND RESCO 9.3.2024

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

Lead Time

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

Drawing Approval and Changes

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

Force Majeure

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

Limitation of Liability

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

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

Warranty

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

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

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

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

LIMITATION OF WARRANTY AND REMEDY

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

Returning Products

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

Contract Variations

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

Cancelling Orders

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

Held Orders

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

Miscellaneous

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

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

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

EXHIBIT B
BID TABULATION & LOSS ANALYSIS

100KVA Single Phase UG Transformer, 240/120									
Vendor	KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	No Load Losses @ \$12.19	Full Load Losses @ \$2.67	Operational Cost of each Transformer	Total Purchase Cost
ARCHIE SUPPLY LLC - Larson Electronics	100	10	\$ 42,948.39	125.00	411.00	\$ 1,523.75	\$ 1,097.37	\$ 45,569.51	\$ 455,695.10
Greenbelt International LLC - Larson Electronics	100	10	\$ 46,538.36	280.00	1,010.00	\$ 3,413.20	\$ 2,696.70	\$ 52,648.26	\$ 526,482.60
MVA POWER	100	10	\$ 11,280.00	300.00	1,300.00	\$ 3,657.00	\$ 3,471.00	\$ 18,408.00	\$ 184,080.00
RESCO - Ermco	100	10	\$ 7,838.00	151.00	952.00	\$ 1,840.69	\$ 2,541.84	\$ 12,220.53	\$ 122,205.30
TECHNOLOGY INT. INC. - Central Meloney	100	10	\$ 8,196.10	175.00	958.00	\$ 2,133.25	\$ 2,557.86	\$ 12,887.21	\$ 128,872.10
WESCO - Maddox	100	10	\$ 14,559.00			\$ -	\$ -	\$ 14,559.00	\$ 145,590.00



Agenda Item Executive Summary

TITLE: Resolution No. R-71-2024: Approving a Contract with United Door & Dock LLC for Gates and Operator Replacement Services (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: September 17, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of the Fiscal Year 2024 budget, funding in the amount of \$152,000 in General Fund Account No. 100.30.01-15 (Buildings and Structures) was included for the completion of the Yards Gate Modernization project.

EXECUTIVE SUMMARY:

As part of its ongoing responsibilities, the Public Works Department maintains the Village Yards facility (1390 Willow Road). While some work is completed by staff, most capital improvements are outsourced to contractors due to the scope and complexity of the work.

The Yards facility has two gates which secure the facility (located on the eastern and western sides of the main building). These gates have automatic operators which leave them open during work hours and are integrated into the existing fob system to allow after hours access for staff. Both gates are original to the 2003 remodel and, since at least 2022, have begun exhibiting an increasing number of failures which prevent their closure, leading to either a staff or contractor repair. Parts have also become increasingly difficult to locate.

In summer 2023, staff requested a quote from a Sourcewell contractor to replace the existing operators and gates with modern equivalents as well as complete any miscellaneous repairs to the existing fencing attached to the gates. This quote was used for budgetary purposes as well as to create a scope of work for the project itself.

On Wednesday, July 24th, a bid notice (RFB #024-017) was advertised in the Winnetka Talk and DemandStar. This bid notice included a base scope of work to replace the existing operator and gates for the eastern gate (the main entrance) and complete any fencing repairs as well as an optional scope to complete the same items for the western gate.

An initial mandatory pre-bid walkthrough was held on Monday, August 5th with no attendees. Staff reached out to prospective contractors and found that many were hesitant to utilize a subcontractor for the fencing work required. An addendum was issued to offer another opportunity and provide some clarity as to the Village's request. A second walkthrough was completed on Tuesday, August 13th with one attendee.

On Wednesday, August 21st, the Village received a bid for the project from United Door and Dock. LLC of Glendale Heights, Illinois ("United") for both the base and optional scopes of work totaling \$89,557.15, and is \$62,443 under budget.

United is currently the Village's contractor for overhead door maintenance at the Yards and has completed similar work in the area. Staff is confident that United can successfully complete the work as specified.

Staff recommends award of the base and optional scopes of work based on the proposal received. This will allow for all necessary repairs and ensure the reliable operation of the gate system in the future.

The Fiscal Year 2024 Budget contains \$152,000 in General Account No. 100.30.01-615 (Buildings and Structures) for this project.

RECOMMENDATION:

Staff recommends awarding an agreement for the Yards Gates Modernization Project to United Door and Dock, LLC of Glendale Heights, Illinois.

ATTACHMENTS:

1. Resolution No. R-71-2024: Approving a Contract with United Door & Dock LLC for Gates and Operator Replacement Services

**A RESOLUTION APPROVING A CONTRACT WITH UNITED DOOR & DOCK LLC
FOR GATES AND OPERATOR REPLACEMENT 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, on July 24, 2024, the Village issued Bid #024-017 ("***Request for Bids***") for gates ("***Gates***") and operator replacement services, which includes the replacement of two ornamental gates and their associated operators as well as the replacement of a chain link gate and operator located at the Village Yards facility at 1390 Willow Road, as well as any other associated services and materials ("***Work***"); and

WHEREAS, the Village received one bid ("***Bid***") to provide the Gates and Work and opened the Bid on August 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 United Door & Dock LLC ("***Contractor***"), is the lowest responsible bidder to provide the Gates and Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the procurement of the Gates and provision of the Work from Contractor in an amount not to exceed \$89,557.15 ("***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 Contractor;

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in 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 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 17th day of September, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

September 17, 2024

R-71-2024



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139
General Email: dduckworth@winnetka.org

REQUEST FOR BIDS:	#024-017	BID ISSUE DATE: 07/24/2024
BID DESCRIPTION:	GATES OPERATOR REPLACEMENT	
BID OPENING DATE:	08/14/24	BID OPENING TIME: 10:00AM
SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED IN THE BID DOCUMENT. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number and name on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093
--	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Finance Director).

Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.

BUYER:	Dell Duckworth	PHONE:	(847)716-3560
EMAIL:	dduckworth@winnetka.org		

FULL NAME OF BIDDER	United Door and Dock LLC
BID CONTACT PERSON	Matt Levin
TELEPHONE NUMBER	224-242-6219

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #024-017

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Gates Operator Replacement**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **10:00 AM** (local time), **Wednesday, August 14, 2024**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

A mandatory walkthrough will be held for bidders on Monday, August 5th, 2024 at 10 a.m. at Village Hall (510 Green Bay Road).

Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated and must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact **Dell Duckworth, Assistant Finance Director** via email only at dduckworth@winnetka.org no later than **August 9, 2024**.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered

by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents and interested parties are invited to be present.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

DATED: July 24, 2024
Village of Winnetka

By: Dell Duckworth
Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #024-017

CONTRACT FOR

Gates Operator Replacement

Full Name of Bidder United Door and Dock LLC ("Bidder")
Principal Office Address 380 Windy Point Dr Glendale Height, IL 60139
Local Office Address Same as above
Contact Person Matt Levin Telephone Number 224-242-6219

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [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 **December 31, 2024.**

I. 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 1 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.

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

The Village of Winnetka is seeking a qualified firm to complete the replacement of the two ornamental gates and their associated operators at the Village Yards facility (1390 Willow Road) as well as additional associated work and optional work as outlined in this document. The current gates and operators are original to the facility's most recent renovation in 2003 but are either at the end of their useful life or have surpassed it. The Village's intent is to have a turn-key new gate system that is integrated with the facility's existing electrical and fob security systems.

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 WORK

The Scope of Work includes one base scope of service as well as an optional scope to be awarded at the Village's sole discretion.

- A. Base Scope: The base scope of services shall include the following services:
 - 1. Removal and replacement of the existing 20'x6' ornamental aluminum gates at the facility's east entrance with comparable gates.
 - 2. Removal, replacement and relocation of the two operators (B&B Electromatic Vehicular Gate Operators) for those gates with new Slidedriver 40 1 HP operators or comparable. The operators must also be relocated from their existing locations to new locations behind gate.
 - 3. Replace all optical loops or other sensors as necessary to facilitate gate operation.
 - 4. Refinishing of existing aluminum gate frames.
 - 5. All trade, construction and demolition work (electrical, etc.) associated with the project whether specifically named or not in these specifications and/or future addendums. The Village anticipates this will include pouring at least one new concrete pad and installing or connecting to existing conduit for electrical and fob security system connections.
 - 6. Secure all necessary permits and pass final inspections.
- B. Optional Scope (to be awarded in addition to the Base Scope at Village's sole discretion): The optional scope shall include the following services:
 - a. Replacement of the existing aluminum 20'x6' chain link gate and operator (All-O-Matic Operations) for the gate at the facility's west entrance with appropriate Slidedriver 40 1 HP operator or comparable.
 - b. Replace all optical loops or other sensors as necessary to facilitate gate operation.
 - c. All trade work, construction and demolition associated with this portion of the project whether specifically named or not in these specifications and/or future addendums including installing new concrete pad and installing or connecting to existing conduit for electrical and fob security connections.
 - d. Secure all necessary permits and pass final inspections.

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 gate system at the facility.

3. Locations:

The work to be completed under the Scope of Service shall be conducted at 1390 Willow Road, Winnetka, IL (the "Work Site").

4. Term and Completion Date:

The completion date shall be December 31, 2024 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.

4. Contractor Qualifications:

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

5. 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 be 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.

E. Permits and Bonds Required

- i. Permits Required: In addition to the bonds outlined in the Contract, for the purposes of this project, the Contractor and/or any Subcontractors, as applicable, shall be required to secure the following permits from the Village's Community Development Department:
 - a. Fence/Wall Permit (any electrical work to be included with this permit)
- ii. Bonds/Licenses Required: In addition to the bonds outlined in the Contract for the purposes of this project, the Contractor and/or any Subcontractors, as applicable, shall be required to furnish the following bonds or licenses to the Village's Community Development Department:
 - a. Permit Bond: A license/permit bond of \$25,000 shall be furnished to the Community Development Department if there is not already one on file.
 - b. Electrician Bond: Any electricians shall be required to supply a bond and copy of their current electric license.

6. 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.

7. Working Hours:

Unless otherwise authorized by the Village's representative, the Work shall be completed Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m., exclusive of Village holidays.

Contractor shall work with Village's representative to establish an acceptable time schedule to avoid potential conflicts with other activities occurring at the Work Site.

8. 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 components
- 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.

9. 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 Monday, August 5, 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. Bidders may elect to view available plans for the facility at that time for the purposes of determining quantities or other necessary information.
- 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.

**VILLAGE OF WINNETKA
CONTRACT FOR GATES OPERATOR REPLACEMENT
BID PACKAGE**

BIDDER'S SWORN WORK HISTORY STATEMENT

United Door and Dock LLC ("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: Overhead Doors, perimeter security, pedestrian doors, rolling doors, barriers etc

2. Composition of Work

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

<u>25</u> % Federal	<u>8</u> % As Contractor	<u> </u> % Bidder's Forces
<u>25</u> % Other Public	<u>15</u> % As Subcontractor	<u> </u> % Subcontractors
<u>25</u> % Private		<u>2</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: 4.5 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>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
State of IL	MBE	_____	11-01-2025
City of Chicago	DBE	_____	11-01-2025

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	Cherry Hill	R & L Carriers	Anthony Buick GMC
Owner Address	2250 Berens Drive New Lenox, IL 60433	20710 Cox Avenue Frankfort, IL 60423	5589 Northridge Drive Gurnee, IL 60031
Reference	_____	_____	_____
Telephone Number	847-678-5060	425-315-4799	262-549-9600
Type of Work	Track Guards Dock Lights Dock Leveler Dock Seal Dock Pit	Edge of Docks OH Doors Wheel Chocks	Overhead Door Sectional Doors HPD

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	<u>Northern Builders</u> <u>Naperville</u>	<u>Coast Construction</u> <u>Frankfort</u>	<u>The Redmond Company</u> <u>Waukesha, WI</u>
Amount of Contract	<u>\$1,193,806.00</u>	<u>\$503,146.00</u>	<u>\$262,732.00</u>
Date Completed	<u>06/2022</u>	<u>02/2021</u>	<u>09/2023</u>

DATED: August 19th, 2024.

Bidder

By: Mike Kerley

Title: President

Attest

By: Leslie Menjivar

Title: Office Manager

Subscribed and Sworn to before me on 19th of August, 2024.

Notary Public

My commission expires: 10/4, 2026

Official Seal
Kimberley Marasco
Notary Public State of Illinois
My Commission Expires 10/4/2026

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:



380 Windy Point Drive | Glendale Heights, Illinois 60139
(312) 549-8897 | info@unitedil.com | www.unitedil.com

Quote #12721

of Winnetka, Illinois

w Road
Illinois 60093

7-501-6000 - AP/Colleen

Sent on

Account
Manager

Job Title

Matt Levin

224-242-6219
Gate Operators And Gate
Replacements

Total

\$89,557.15

Service	Description	Qty.	Unit Price	Total
-MC	HD Industrial DC Slide Gate Op. w/BBU [1.0] EA [1.0] Includes S505AL & LMRRUL 24VDC Brushless DC Motor Drive Continuous-duty 25FT #50 NP Chain, 120/230V single-phase, 3PHCONV optional kit converts an input voltage of 208/230/460/575VAC, Speed 0.5-1 ft. per second (variable), 5 Year WTY, For 5500# 20FT Gates *Freight, and installation equipment included *Straight time Union labor included *Opening to be shut down for duration of work *Final connections and start-up by United *MBE/DBE Certified Contractor	2	\$5,316.24	\$10,632.48
Concrete Pads	Move existing operators and need to pour new concrete for operators 6000 PSI Concrete used for heavy operators and for protection Rebar and framed in to fit size of operator *Freight, and installation equipment included *Straight time Union labor included *Opening to be shut down for duration of work *Final connections and start-up by United *MBE/DBE Certified Contractor	2	\$3,278.36	\$6,556.72
Ornamental gate	Removal and replacement of the existing 20'x6' ornamental aluminum gates at the facility's east entrance with comparable gates. Replace all optical loops or other sensors as necessary to facilitate gate operation. *Freight, and installation equipment included *Straight time Union labor included *Opening to be shut down for duration of work *Final connections and start-up by United *MBE/DBE Certified Contractor	1	\$53,169.68	\$53,169.68



380 Windy Point Drive | Glendale Heights, Illinois 60139
(312) 549-8897 | info@unitedil.com | www.unitedil.com

Product/Service	Description	Qty.	Unit Price	Total
				Optional
Optional Scope B	Replacement of the existing aluminum 20'x6' chain link gate and operator (All-O-Matic Operations) for the gate at the facility's west entrance with appropriate Slidedriver 40 1 HP operator or comparable. Replace all optical loops or other sensors as necessary to facilitate gate operation. *Freight, and installation equipment included *Straight time Union labor included *Opening to be shut down for duration of work *Final connections and start-up by United *MBE/DBE Certified Contractor	1	\$13,882.03	\$13,882.03
				Optional
IHSL24UL-MC	HD Industrial DC Slide Gate Op. w/BBU [1.0] EA [1.0] Includes S505AL & LMRRUL 24VDC Brushless DC Motor Drive Continuous-duty 25FT #50 NP Chain, 120/230V single-phase, 3PHCONV optional kit converts an input voltage of 208/230/460/575VAC, Speed 0.5-1 ft. per second (variable), 5 Year WTY, For 5500# 20FT Gates *Freight, and installation equipment included *Straight time Union labor included *Opening to be shut down for duration of work *Final connections and start-up by United *MBE/DBE Certified Contractor	1	\$5,316.24	\$5,316.24

Total **\$89,557.15**

This quote is valid for the next 30 days, after which values may be subject to change.

We accept credit cards, please note that there is a 3.5% convenience fee.

Signature: _____ Date: _____



AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: 1001144604-32

CONTRACTOR:

(Name, legal status and address)

United Door and Dock, LLC
380 Windy Point Dr.
Glendale Heights, IL 60139

SURETY:

(Name, legal status and principal place of business)

American Contractors Indemnity Company
801 S. Figueroa St, Suite 700
Los Angeles, CA 90017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

10% of total amount of bid not to exceed: Five Thousand, Four Hundred and 00/100 Dollars (\$5,400.00)

PROJECT:

(Name, location or address, and Project number, if any)

Ped Door Replacements - Winnetka, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and Severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of August, 2024

United Door and Dock, LLC

(Principal) (Seal)

(Witness)

(Title) Benjamin Witek, Managing Member

American Contractors Indemnity Company

(Surety)

(Witness)

Ashley Boone, Admin

(Title)

Jeremy Crawford, Attorney-In-Fact



**TOKIOMARINE
HCC**

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber,
Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (**\$5,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 21st day of August, 2024.

Corporate Seals

Bond No. 1001144604-32

Agency No. 19903 - PDF POA




Kio Lo, Assistant Secretary

HCCSMANPOA02/2023

visit tmhcc.com/surety for more information



AUGUST 6th, 2024

**ADDENDUM NO. 1
REQUEST FOR BIDS
GATES OPERATOR REPLACEMENT
RFB #024-017
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

1. The mandatory walkthrough will be rescheduled for **Tuesday, August 13 at 10 a.m.** at the Village Yards (1390 Willow Road). Attendance is mandatory for potential bidders. As a result, the bid opening date will be shifted to **Wednesday, August 21st at 10 a.m.**
2. The Village received a question about whether or not it would prefer one contractor versus multiple (i.e. a general contractor with one more or subcontractors). The Village has no preference, but bidders should note that the same rules, standards, contract provisions and regulations (including prevailing wage requirements) would apply to both the general and any subcontractors.

If you have any questions regarding Addendum #1, please contact me at (847)716-3560.

Dell Duckworth
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093



Agenda Item Executive Summary

TITLE: Ordinance No. M-11-2024: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption)

PRESENTER: Tom Powers

AGENDA DATE: September 17, 2024

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

During the calendar year, the Village of Winnetka's operating departments have material and equipment that have reached the end of their useful lives, are not capable of re-use, or no longer useful to the Village. The Water & Electric Department and Public Works routinely monitors the condition of its equipment and retires equipment as it becomes obsolete or too costly to repair, or when it becomes unsuitable for further use due to factors such as its size, short length, mechanical damage or electrical failure. Historically, staff presents the annual disposal ordinance request to the Council on an annual basis at the end of the year. This year, the ordinance is being put forward a few months early to allow staff to trade-in some of the items for additional equipment to assist with the leaf season.

In addition to those items routinely disposed of by the Water & Electric Department and the Police Department, staff is also requesting approval to dispose of furniture, trailer, plows, vehicles, sidewalk tractors, associated attachments, and pumps. When possible, this equipment will be traded for newer and modern equipment. A detailed listing of these items and the associated VIN/serial number, when applicable, is listed on Exhibit A of the Ordinance.

Ordinance No. M-11-2024, prepared by the Village Attorney, authorizes the Village Manager, or his designee, to dispose of such items of Surplus Property deemed to be no longer necessary or useful to the Village during the 2024-2025 calendar year in a manner to be determined by the Village Manager, at his discretion. The ordinance also authorizes the Village Manager and Village Clerk to execute and attest all documents necessary to complete the disposition of the Surplus Property.

RECOMMENDATION:

Consider introduction and possible adoption of Ordinance No. M-11-2024, titled "An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka."

ATTACHMENTS:

1. Ordinance No. M-11-2024: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF
SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WINNETKA**

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 has identified (i) equipment and materials owned by the Village and used by the Village Water and Electric, Public Works, Village Manager's Office, and Police Departments that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village; and (ii) items of abandoned, lost, stolen, or illegally-posessed personal property in the custody of the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, which items of personal property have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village (collectively, "***Surplus Property***"); and

WHEREAS, the Village Council desires to authorize the Village Manager to dispose of the Surplus Property; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to authorize the Village Manager to dispose of the Surplus Property as set forth in this Ordinance;

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

SECTION 1: RECITALS. The recitals in this Ordinance are incorporated as the findings of the Village Council as if fully set forth in this Section.

SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to the Village's home rule authority, the Village Council authorizes the Village Manager, or the Manager's designee, to (i) dispose of the Surplus Property listed in **Exhibit A** attached to this Ordinance in a manner determined by the Village Manager, in the Manager's discretion; and (ii) deem any item owned by the Village as Surplus Property provided that it meets the definition of Surplus Property set forth in this Ordinance that the Village may possess during the 2024 calendar year, in a manner to be determined by the Village Manager, in the Manager's discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

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

September 17, 2024

M-11-2024

PASSED this 17th day of September, 2024, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of September, 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: September 17, 2024

Passed and Approved:

EXHIBIT A

SURPLUS PROPERTY

Description	VIN # or Serial #	Department (Vehicle #)
CRISAFULI ELECTRIC PUMP 65 hp	Ser. # 14414	PUBLIC WORKS
ENCLOSED TRAILER 16"	Ser#7k6k001133	PUBLIC WORKS
FLO-TREND FILTER BOX	CF 446	PUBLIC WORKS
Wausau Plow Model HSP4210	2282	PW (Yr. 2007)
Wausau Box Plow 12'	HSS4212 H end pl.	PW (YR. 2004)
2004 F-450	1FDXF47P04EB58270	Water & Electric (117)
Kubota RTV-X1100C	40096	Public Works (134)
2013 Dodge Charger	2C3CDXAG5DH648011	Public Works (90)
2020 Ventrac 2100C	2100CBP02290	Public Works old #23 now #523
2009 Ford Expedition	1FMFU16539LA11041	Water & Electric (83)
2006 John Deere 644 Loader/Backhoe	1T0410LXPPF434964	Water & Electric (150)
2014 Polaris Ranger ATV/VTT	4XATH90D1E2303501	Police (432)
Office furniture: wooden bookcase		Police
Office furniture: wooden file cabinet		Police
Office furniture: workout bench		PUBLIC WORKS
Office furniture: workout bench		PUBLIC WORKS
Office Furniture: Council Chamber bench (Broken)		Village Hall
HOLDER BLOWER	9700116	PUBLIC WORKS
HOLDER DROP SPREADER	8DS031148	PUBLIC WORKS
HOLDER DROP SPREADER	8DS031149	PUBLIC WORKS
HOLDER SNOW PLOW	2051102	PUBLIC WORKS
HOLDER BROOM MODEL 4150SA	7B5021205	PUBLIC WORKS
M-B Companies inc. BROOM	124363	PUBLIC WORKS
ROUSSEAU BOOM FLAIL MOWER	No Ser. # RVX300 mod.	PUBLIC WORKS
ABS PUMP	No. 09922126/00380	PUBLIC WORKS
PIONJAR 2 stroke breaker	Ser# BMI459074	PUBLIC WORKS