



Village of Winnetka

Village Council Regular Meeting

October 1, 2024 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. October 8, 2024 Study Session
 - b. October 15, 2024 Regular Meeting
 - c. November 1, 2024 Budget Review Meeting
4. **Public Comments**
5. **Reports**
6. **Presentations**
 - a. Review of Green Bay Trail Restoration Initiative - Environmental & Forestry Commission
7. **Establishment of Consent Agenda**
8. **Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. September 3, 2024 Regular Meeting
 - ii. September 10, 2024 Study Session
 - iii. September 17, 2024 Regular Meeting
 - b. Approval of Warrant List Dated August 26, 2024 - September 6, 2024
 - c. Resolution No. R-72-2024: Appointing a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County (Adoption)
 - d. Resolution No. R-73-2024: Approving a Contract with Ceper Heating and Cooling Inc. for Rooftop A/C Unit Replacement Services (Adoption)

NOTICE

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

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

- e. Resolution No. R-74-2024: Waiving Bidding and Approving an Agreement with Metropolitan Industries, Inc. for the Water Plant High Lift Pump Controls Upgrade (Adoption)

9. Ordinances and Resolutions

10. Old Business

11. New Business

12. Appointments

13. Closed Session

14. Adjournment



Agenda Item Executive Summary

TITLE: Review of Green Bay Trail Restoration Initiative - Environmental & Forestry Commission

PRESENTER: Andrew Lueck

AGENDA DATE: October 1, 2024

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

The Green Bay Trail is an important component of the Village of Winnetka transportation infrastructure, serving as a recreation trail for pedestrians and cyclists through the Village and providing connectivity to surrounding municipalities. The trail is 2.4 mile section of a paved pathway that runs parallel with the Union Pacific Railroad. The Winnetka Park District maintains the trail as per the lease agreement with the Village of Winnetka.

EXECUTIVE SUMMARY:

The Friends of the Green Bay Trail (FOGBT) has proposed to perform landscape restoration work along a section of the Green Bay Trail in Winnetka as a pilot project to restore and enhance the natural beauty of the trail. FOGBT is a volunteer-managed non-profit organization that helps to maintain and improve the landscape along the trail while also playing a vital role in inspiring the community about the nature and cultural use of the trail.

As a pilot project in Winnetka in coordination with Village staff and the Environmental and Forestry Commission the group is proposing a pilot project to remove invasive species, install native plants and perform other landscaping improvement in the section of the trail near the Ash Street access point along east side of the trail. The group worked with the Lakota Group who volunteered to develop the proposed plan and the preliminary cost estimate for the project.

Friends of the Green Bay Trail representatives will attend the September 17 Village Council meeting to present a proposed plan for the project. The plan includes the proposed improvements and installation techniques along with proposed volunteer contributions and requested Village funding and staff oversight. The group will also talk about their long term commitment to maintain the area as part of restoration.

RECOMMENDATION:

None.

ATTACHMENTS:

1. FGBT Demonstration Project Plan

Proposal to Initiate a Demonstration Restoration Area on the Green Bay Trail

(9-2024)

Overview:

Friends of the Green Bay Trail (FGBT/We) proposes to restore native plants to a section of the Green Bay Trail (Trail) in the Village of Winnetka (Village). Through this proposal, we hope to demonstrate how community volunteers, organized by FGBT, can work with the Village to bring healthy native habitats to the Trail. Our proposal is informed by years of experience of successful restoration on the northern portion of the Trail.

The demonstration area is located north of the Ash Street entrance to the Green Bay Trail, extending approximately 50 yards along the east side of the bike path. Our proposal is based upon a landscape plan (the Plan) developed by The Lakota Group (attached). The Plan is the source of cost estimates referenced below. We have modified some of the work included in the Plan reflecting our experience with similar projects.

We believe this proposal can be implemented for approximately \$13,000. These costs cover the materials and professional labor used in the restoration. Volunteers will complete the work using minimally disruptive techniques. Our experience demonstrates that volunteer-focused projects foster ownership and connection by residents which in turn contributes to the long-term sustainability.

We request that the Village approve and fund the project as outlined below.

Scope of Work:

1. Site Preparation:

Volunteers organized by FGBT will clear the area of invasive species and dead wood. We will remove non-native flora such as Asian lilies, winter creeper, English ivy, garlic mustard, and ragweed after clearing woody invasives. FGBT will collect cuttings along the trail for pickup by the Village/contractors. Herbicide, as required, will be applied by an Illinois licensed ecologist funded by FGBT using state-approved products.

We do not believe any soil should be removed or added to the site. Minimal disturbance of the soil will improve the restoration success. The selected plantings are compatible with the existing soil conditions.

Trees with a caliper greater than 8 inches will be removed by the Village. The Village will handle and fund the disposal of debris and plant material removed by FGBT. FGBT will coordinate all timing and scheduling with the approval of the Village Forester.

2. Planting & Landscaping:

The Village will oversee and FGBT will coordinate the work of volunteers to:

- Set up minimal erosion control on sloped sections where necessary.
- Plant trees, shrubs, and bushes within two months of removing invasive species, unless delayed by cold weather, in which case we will plant post-spring thaw.
- Insert plugs of native grasses and flowers at the start of the 2025 growing season.
- Seed the area with a mix of native plant species before the first persistent snowfall.

We will coordinate final plant and seed selection, as well as timing, with costs and final selection subject to Village approval. If professional contractors are required, the Village will pay contractors directly. Professional contractors will be selected through a competitive bid process managed and approved by the Village.

3. Stewardship and Maintenance:

We will manage ongoing watering needs. The Park District or the Village will explore the installation of a water spigot near the existing water fountain at the Ash Street trail access. Alternative watering options, such as contracted watering will also be explored.

We will inspect the site frequently for stewardship needs. Our inspections will include our ecologist at least monthly. We will carry out maintenance, including weeding, seeding, planting of plugs, and other standard tasks such as fall cutting, thinning, and spot herbicide application by licensed applicators using state-approved products. FGBT will cover the costs of stewardship.

4. Project Cost and Efficiency:

By leveraging volunteer labor for much of the clearing and planting, we expect the cost to implement the proposal will not exceed \$14,000. This represents a significant savings of approximately \$34,000 compared to the initial estimates provided by The Lakota Group. We have detailed revised cost savings below in

the Demonstration Project Revised Cost Estimate (Revised Plan). Key revisions include:

- Eliminating dirt removal and additions, which will save \$14,500.
- Eliminating the use of mulch, \$4,200.
- Reduced use of erosion blankets, \$2,200.
- Forgoing stump grinding is likely in most cases; estimated savings of \$800.
- Volunteers perform removal of woody plants and dead wood, planting, and grading as needed, saving \$12,700.

Final costs, to be approved by the Village, will be dependent on bids submitted by suppliers and contractors. A professional ecologist will advise FGBT throughout the project to ensure best ecological practices which will be reviewed with the Village for their approval.

Site Selection & Benefits:

The Village Forester selected the site for several reasons:

- **High Visibility:** The site is prominently visible to trail users, making it an ideal demonstration area.
- **Topography:** A modest slope provides an opportunity to establish native habitat consistent with much of the trail's terrain.
- **Community Support:** The adjacent homeowner supports removing invasive species, especially buckthorn, and replacing them with native plants.
- **Proven Success:** FGBT's previous restoration efforts along the trail north of Winnetka have already shown success.

Long-Term Commitment:

We acknowledge that establishing a sustained native habitat will take several years and could be affected by uncontrollable factors such as weather. We commit to the long-term maintenance and stewardship of this area throughout this decade and beyond.

Required Contributions:

To ensure the success of this project, we request the following contributions:

Village Commitment

- Fund the project as outlined in the Plan and explore with the Park District the possibility of installing a water spigot or other irrigation near the site.
- Finding, selecting, and/or approving supervising contractors

Village Forester's Involvement:

- Guide the project execution, tree removal, and disposal of woody and dead wood cleared by FGBT.
- Coordinate, review and approve all bidding contracts and purchases, verify and approve recommendations by ecologists and FGBT to ensure best ecological practices.

Timing:

If approved, tentatively, we will begin the project in Fall of with site preparation, followed by planting as scheduled.

Conclusion:

We respectfully submit this proposal and look forward to collaborating with the Village of Winnetka to restore and enhance the natural beauty of the Green Bay Trail.

Below: Charts of plants, seed mixes, site layout, costs, detail notes, and potential timeline.

Submitted by:

Friends of the Green Bay Trail
P.O. Box 545, Glencoe, IL 60022

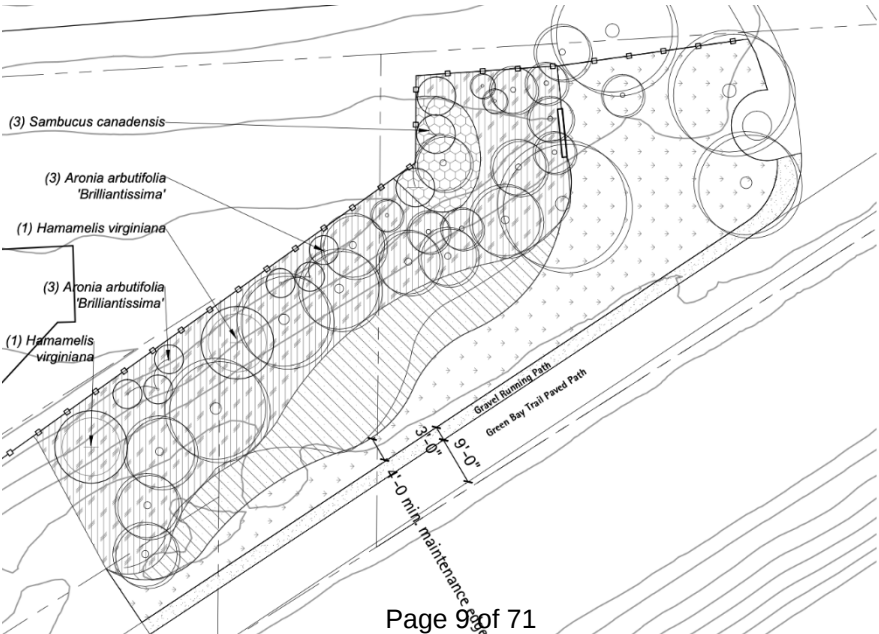


Native Seed Mix A

BOTANIC NAME	COMMON NAME	PLS (OZ./ACRE)
SEED		
PERMANENT GRASSES		
<i>Andropogon gerardii</i>	Big Bluestem	3.35
<i>Diarrhena obovata</i>	Beak Grass	10.04
<i>Elymus canadensis</i>	Canada Wild Rye	10.04
<i>Elymus hystrix</i>	Bottlebrush Grass	6.69
<i>Elymus virginicus</i>	Virginia Wild Rye	10.04
<i>Festuca subverticillata</i>	Nodding Fescue	0.84
		41.00
FORBS		
<i>Agastache scrophulariifolia</i>	Purple Giant Hyssop	1.00
<i>Allium canadense</i>	Wild Garlic	7.53
<i>Anemone virginiana</i>	Tall Thimbleweed	0.84
<i>Angelica atropurpurea</i>	Great Angelica	1.67
<i>Arnoglossum reniforme</i>	Great Indian Plantain	0.84
<i>Campanula americana</i>	Tall Bellflower	1.67
<i>Coreopsis tripteris</i>	Tall Coreopsis	0.92
<i>Desmodium illinoense</i>	Illinois Tick Trefoil	1.67
<i>Doellingeria umbellata</i>	Flat-topped Aster	0.84
<i>Echinacea purpurea</i>	Purple Coneflower	5.65
<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod	0.33
<i>Eutrochium purpureum</i>	Sweet Joe Pye Weed	0.84
<i>Gentiana flavida</i>	Cream Gentian	1.26
<i>Heliopsis helianthoides</i>	Early Sunflower	1.84
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.54
<i>Maiathemum racemosum</i>	Solomon's Plume	6.69
<i>Penstemon digitalis</i>	Foxglove Beardtongue	1.84
<i>Polygonatum biflorum</i>	Solomon's Seal	4.02
<i>Prenanthes alba</i>	Lion's Foot	0.84
<i>Pycnanthemum verticillatum</i> var.	Hairy Mountain Mint	1.26
<i>Rudbeckia hirta</i>	Black-eyed Susan	3.35
<i>Rudbeckia laciniata</i>	Wild Golden Glow	0.84
<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	0.84
<i>Rudbeckia triloba</i>	Brown-eyed Susan	1.67
<i>Scutellaria lateriflora</i>	Mad-dog Skullcap	0.84
<i>Symphyotrichum laeve</i>	Smooth Blue Aster	1.26
<i>Symphyotrichum lateriflorum</i>	Calico Aster	0.42
<i>Symphyotrichum shortii</i>	Short's Aster	0.84
<i>Thaspium trifoliatum</i> flavum	Meadow Parsnip	0.84
<i>Veronicastrum virginicum</i>	Culver's Root	0.84
<i>Zizia aurea</i>	Golden Alexanders	5.02
		58.85
Mix Statistics		
7.47 LBS/Acre 89 Seeds/Sq. Ft.		
Native Component	PLS lbs./Acre	% of Native Mix
Forbs	7.88	58.94%
Grasses	5.49	41.06%
Total Natives	13.37	100.00%
Totals	13.37	100.00%

Native Seed Mix B

BOTANIC NAME	COMMON NAME	PLS (OZ./ACRE)
SEED		
SHRUBS		
<i>Amorpha canescens</i>	Lead Plant	0.96
		0.96
PERMANENT GRASSES		
<i>Bouteloua curtipendula</i>	Side-oats Grama	15.30
<i>Carex molesta</i>	Field Oval Sedge	2.39
<i>Elymus canadensis</i>	Canada Wild Rye	6.70
<i>Juncus dudleyi</i>	Dudley's Rush	0.96
<i>Schizachyrium scoparium</i>	Little Bluestem	15.30
<i>Sporobolus compositus</i>	Rough Dropseed	2.87
<i>Sporobolus heterolepis</i>	Prairie Dropseed	0.96
		44.48
FORBS		
<i>Agastache foeniculum</i>	Anise Hyssop	0.96
<i>Allium cernuum</i>	Nodding Onion	0.96
<i>Asclepias incarnata</i>	Rose Milkweed	1.91
<i>Asclepias syriaca</i>	Common Milkweed	1.43
<i>Asclepias tuberosa</i>	Butterfly Weed	0.96
<i>Asclepias verticillata</i>	Whorled Milkweed	1.91
<i>Baptisia alba</i>	White Wild Indigo	0.48
<i>Chamaecrista fasciculata</i>	Partridge Pea	4.78
<i>Coreopsis lanceolata</i>	Lance-leaf Coreopsis	2.87
<i>Dalea purpurea</i>	Purple Prairie Clover	2.87
<i>Echinacea pallida</i>	Pale Purple Coneflower	2.87
<i>Echinacea purpurea</i>	Purple Coneflower	1.91
<i>Eryngium yuccifolium</i>	Rattlesnake Master	1.91
<i>Gaura biennis</i>	Biennial Gaura	0.48
<i>Gentiana flavida</i>	Cream Gentian	0.96
<i>Helianthus pauciflorus</i>	Showy Sunflower	0.24
<i>Lespedeza capitata</i>	Round-headed Bush Clover	0.42
<i>Liatris ligulistylis</i>	Meadow Blazing Star	1.91
<i>Liatris pycnostachya</i>	Prairie Blazing Star	1.91
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.96
<i>Monarda fistulosa</i>	Wild Bergamot	0.48
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.96
<i>Parthenium integrifolium</i>	Wild Quinine	0.24
<i>Penstemon digitalis</i>	Foxglove Beardtongue	0.96
<i>Pycnanthemum verticillatum</i> var.		
<i>pilosum</i>	Hairy Mountain Mint	0.51
<i>Pycnanthemum virginianum</i>	Mountain Mint	1.02
<i>Ratibida pinnata</i>	Yellow Coneflower	0.48
<i>Rudbeckia hirta</i>	Black-eyed Susan	5.74
<i>Rudbeckia triloba</i>	Brown-eyed Susan	0.24
<i>Scrophularia lanceolata</i>	Early Figwort	0.60
<i>Senna hebecarpa</i>	Wild Senna	1.02
<i>Solidago juncea</i>	Early Goldenrod	0.48
<i>Solidago speciosa</i>	Showy Goldenrod	0.48
<i>Symphyotrichum laeve</i>	Smooth Blue Aster	1.43
<i>Tradescantia ohioensis</i>	Ohio Spiderwort	2.87
<i>Verbena hastata</i>	Blue Vervain	0.96
<i>Veronicastrum virginicum</i>	Culver's Root	0.48
<i>Zizia aurea</i>	Golden Alexanders	2.87
		54.52
Mix Statistics		
6.53 LBS/Acre 141 Seeds/Sq. Ft.		
Native Component	PLS lbs./Acre	% of Native Mix
Forbs	8.35	55.07%
Grasses	6.81	44.93%
Total Natives	15.16	100.00%
Totals	15.16	100.00%



Preliminary Estimates of Costs for the Ash Access Demo Project								
	Description	Quantity	Unit	Lakota Cost/unit	Lakota Estimate Cost	FGBT Revised Estimate Cost	Reduction	
Materials & Professional Labor								
	Tree and stump removal.	4	Each.	\$800.00	\$3,200	\$2,400	\$800	replace grinding with herbiciding
	Perennial Plugs.	250	Each.	\$5.00	\$1,250	\$1,250	\$0	
	Prairie Seeds and Blankets.	140	SY.	\$7.00	\$980	\$2,980	-\$2,000	
	Woodland Seeds & Blankets.	300	SY.	\$7.00	\$2,100	\$2,100	\$0	
	Native shrubs 3 - 4' B&B.	11	Each.	\$160.00	\$1,760	\$1,760	\$0	
	Erosion control blankets.	4500	SF.	\$1.00	\$4,500	\$250	\$4,250	Use only on slope
	Installation of water spigot					\$2,500	-\$2,000	
Volunteer Labor Reductions								
	Rough Grading.	4836	SF.	\$0.65.	\$3,143	\$0	\$3,143	Volunteers Rake/Shovel
	Grubbing and treatment.	4836	SF.	\$1.75.	\$8,500	\$0	\$8,500	Volunteers cut/treat
	Topsoil/compost 12" thick	170	CY.	\$85.00	\$14,450	\$0	\$14,450	Not required or recommended
	Mulch coverings. 2.5" thick.	42	CY.	\$100.00	\$4,200	\$0	\$4,200	Not required or recommended
	Fine grading.	4836	SF.	\$0.65.	\$3,143	\$0	\$3,143	Volunteer Raking
	Totals				\$47,226	\$13,240	\$34,486	

Tree Removal Notes:

1. All tree removals shall be identified and marked by the Winnetka Forester.
2. Trees with more than 8" caliper will be removed by Winnetka contracted service.
3. The final cut on trees shall be as close as practical to the ground.
4. Cut materials can be placed >3' from the trail gravel edge for later removal if not removed by the contracted tree service.
5. The tree crew shall be responsible for any damage to neighboring property.

Invasive Species Removal and Control Notes:

1. Only non-native woody species are to be removed and treated.
2. Plants above 1' in height shall be cut to within 2" of the ground and treated within 20 minutes of cutting using state approved herbicide applied to the cambium layer.
3. Cut material can be placed >3' from the gravel edge of the trail for later removal.
4. Plants smaller than 1' in height (not previously cut) can be grubbed out.
5. Further herbicide treatments shall be carried out by the Ecologist who is fully licensed.
6. Any native spring ephemeral species present shall be avoided and left undamaged.
7. The Ecologist and the Village Forester shall be invited to accompany at least one FGBT Trustee in monthly inspections during the growing season to identify areas of insufficient plant growth or damage as well as identifying non-native plants for removal. This is intended to be long term stewardship for the remainder of the decade and beyond. Plants will be added as advised by the Ecologist.

Site Preparation Notes:

1. Existing dead wood and trash shall be removed and placed at >3' from the gravel edge of the trail. Removed wood shall be sized for shredding and ease of removal.
2. Earth shall be left as undisturbed as possible so as not to encourage invasive seeds to sprout. No earth shall be removed nor brought in.

Native Plugs and Seeding:

1. New crop and seeds of the listed species shall be obtained in proportions specified. Sources will include FGBT grown plugs and seeds as well as from reputable suppliers from the upper Midwest, final selection to be approved by Village Forester.

2. Plugs will be 5" deep and 2" wide from 38 or 50 cell propagation trays.
3. Plugs shall be staggered at approximate 12" distances in groupings of 5 to 7 plants and watered as planted.
4. Seeds shall have proper preparation including stratification and/or scarification.
5. This demonstration area will be planted with plugs in the spring after the threat of hard frost is passed. Irrigation will be carried out when rainfall is not adequate. This continues throughout the first growing season and during extended drought in year two.

Maintenance During Establishment:

1. Emerging invasive species shall be pulled by hand including their roots with care for nearby developing sprouts and plugs.
2. Volunteers shall be trained and supervised by FGBT Trustees or the Ecologist.

The Lakota Landscape Plan:

1. The basic drawing for tree removal as approved by the Winnetka Forester will be followed.
2. The basic drawing for restoration planting will be followed including the chart of shrubs, grass plugs and perennial forb plugs.
3. The native seed mixes are acceptable and can be deployed in approximate relative amounts and placed as drawn.

Maintenance after Establishment

The establishing a sustained native habitat will take several years and could be affected by uncontrollable factors such as weather. FGBT commits to the long-term maintenance and stewardship of this area throughout this decade and beyond.

Timing, Beginning in Fall 2024 (tentative)

<u>When</u>	<u>What</u>	<u>Who</u>
October	Clean and clear	FGBT
November	Larger trees removed	Village (contracted)
December	Sow seeds beneath early snow	FGBT
January	Source plant material	Village
	Plant seeds in plug trays	FGBT
February	Water sprouts in greenhouse	FGBT
March	Plant Dormant Shrubs after thaw	FGBT
April	Plant plugs after last hard frost	FGBT
May	Finish planting, seed blankets, plugs	FGBT
June	Maintenance, through/past end of decade	FGBT

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
September 3, 2024**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, September 3, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Courtney Willits, Assistant Community Development Director Ann Klaassen, Finance Director Tim Sloth, and approximately 12 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum
 - a) September 10, 2024 Study Session All of the Council members present said they expect to attend.
 - b) September 17, 2024 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dalman.
- 4) Public Comment.
 - i. Michael Dobrow requests that Council temporarily opt out of the fire sprinkler system requirement for new homes, per the recent code update, due to financial concerns with respect to a competitive housing market and increasing prices.
 - ii. Kelly Conway expresses concern regarding the restoration of the soil for the Crow Island Storage and Conveyance Project.
 - iii. Ben Armstrong requests that after several discussions amongst neighbors, Council consider reopening Elder Lane Beach.
 - iv. Theresa Lucas requests that Council consider utilizing the post office site for various attractions and events and addresses matters related to sponsorship for the Taste of West Elm.
- 5) Reports
 - a) Trustees.
 - i. Trustee Dearborn commends the success of the Farmer's Market and engagement of the community.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Presentations

a) Approval of September 11 Memorial Flag Planting on the Village Green – Cripe Family

In 2008, a tradition began honoring the victims of the September 11, 2001 terrorist attacks by planting 2,977 American flags at the Village Green. William Cripe, alongside his sister Julia Cripe, requests that Council approve the annual flag planting tradition.

Council commends the Cripe family for continuing to coordinate the event bringing the community together and memorializing the victims that lost their lives.

Trustee Albinson, seconded by Trustee Dalman, moved to approve the September 11 Memorial Flag Planting on the Green. By voice vote, the motion carried.

b) Annual Comprehensive Financial Report (ACFR)

Finance Director Tim Sloth presents the Annual Comprehensive Financial Report for the year ending December 31, 2023, known as the audit. The ACFR serves to provide the Village's financial stakeholders reasonable assurance that the financial statements are accurate and complete and was prepared in accordance with the high standards of the governmental accounting standards board. The Village received the Government Finance Officers Association Certificate of Achievement for Excellence and Financial Reporting award for the quality of the Annual Comprehensive Financial Report, and, as in previous years, the Village expects to win the award for this year's audit as well.

Mr. Sloth provides information regarding the Village's funds, various Village revenues, expenditures, fund balances and spendings, and Village pensions.

Ron Amen, partner from Lauterbach and Amen, provides financial related information regarding Village funds and the audit report.

Trustee Dearborn addresses matters related to pensions, IMRF, and statements regarding the Independent Auditor's Report letter.

7) Establishment of the Consent Agenda

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

8) Approval of the Consent Agenda

a) Approval of Village Council Minutes

i. August 6, 2024 Regular Meeting

b) Approval of Warrant List Dated July 12, 2024 – July 25, 2024 in the amount of \$2,124,956.22.

c) Approval of the Warrant List Dated July 26, 2024 – August 9, 2024 in the amount of \$3,574,007.57.

d) Ordinance No. MC-08-2024: Amending "The Winnetka Village Code,; as Amended, to Adopt Editions of Various International Code Council (ICC) Codes and National Fire Protection Association (NFPA) Codes and Standards (Adoption)

e) Resolution No. R-66-2024: Rejecting all Bids, Waiving Bidding Requirements, and Awarding a Contract to Resco for the Purchase of a 2000 KVA Pad Mount Transformer (Adoption)

f) Resolution No. R-67-2024: Approving a Professional Services Agreement with Strand Associates, Inc. for the Design of the Ravines Forcemain Rehabilitation and Replacement

Project (Adoption)

- g) Resolution No. R-68-2024: Fire Department Regional Training Officer Intergovernmental Agreement (Adoption)
- h) Resolution No. R-69-2024: Approving Change Order. No. 1 to the Contract with Di Meo Brothers, Inc. for Construction Services for the Crow Island Stormwater Storage and Conveyance Project (Adoption)

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

9) Ordinances and Resolutions.

- a) Ordinance No. M-10-2024: Granting a Variation from the Winnetka Zoning Ordinance to Allow the Construction of a New Single-Family Residence Within the R-2 Single Family Residential District – 473 Sheridan Road (Introduction/Adoption)

Assistant Community Development Director Ann Klaassen advises Council of a request approving a zoning variation to allow construction of a new single-family residence, demolishing the main two-story portion of the existing residence while maintaining the existing garage. Additionally, the proposed plans include construction of a pool and a boat house which do not require zoning relief.

Additionally, Ms. Klaassen provides the lot description, approval of the demolition permit, measurements related to steep slope, compliance matters regarding the proposed improvements, and confirms the recommendation by the Zoning Board of Appeals.

Council discusses public comment received and regulations related to the development.

Council commends the architect with respect to compliance regarding the steep slope ordinance.

Trustee Handler, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-10-2024. By voice vote, the motion carried unanimously.

Trustee Apatoff, seconded by Trustee Handler, moved to adopt Ordinance No. M-10-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session: None

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:54 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
September 10, 2024**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, September 10, 2024 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Village Attorney Courtney Willits, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, and approximately 10 persons in the audience.
- 2) Public Comment
 - a) Katie Stevens addresses concerns regarding the lakefront and concerns about the use of helipads.
 - b) Ted Wynnychenko addresses concerns regarding private and public land and the Village's transparency.
 - c) Christina Codo addresses concerns regarding the status and ongoing consideration of the Park District's application submittals related to Elder and Centennial beaches.
 - d) Chuck Dowding addresses Council regarding Centennial Park renovations and public access.
 - e) Dan Waters, President of Winnetka Public Schools District 36, addresses Council on behalf of the school board regarding the restoration of the soil for the Crow Island Storage and Conveyance Project.
- 3) Discussion.
 - a) East Side Stormwater Evaluation Council Update

President Rintz addresses matters regarding stormwater and Elder and Centennial beaches related to the Park District project, stating the importance of planning in preparation for consideration of approval for the special use permit application. Additionally, President Rintz provides clarification regarding the timeline of the project and states that while there are factors that have caused delays, Council, staff, and various governing bodies are collectively putting forth their best efforts to successfully accomplish complex projects in the Village.

The Village began planning, evaluating, and improving its storm sewer and sanitary sewer systems in efforts to reduce flooding after severe flooding in 2007, 2008, and 2011. The project consisted of stormwater runoff management, sanitary sewer backup prevention, development management, and floodplain management. The project has had significant progress in western Winnetka and is now expanding its efforts to reduce flooding in eastern Winnetka.

Mike Waldron, Senior Associate at Strand Associates, Inc., provides Council information regarding the project's study scope, Winnetka's water features, drainage flow, and existing outfalls, the eastern Winnetka study area, and modeling for the Elder Lane sub-area 100-year storm event. Additionally, Mr. Waldron advises Council of the findings and existing conditions including the evaluation of flooding, potential stormwater storage and conveyance, and the stormwater management timeline.

Council discusses the study scope area, flood area issues, location of stormwater storage, stormwater conveyance, and matters related to stormwater retention.

Public Comment

John Root addresses Council regarding PCBs and compliance with Illinois Environmental Protection Agency and Metropolitan Water Reclamation regulations and lake water treatment.

Ted Wynnychenko addresses matters related to engineering construction regulations and green infrastructure.

Chuck Dowding commends Council and Strand Associates, Inc. regarding the stormwater study.

- 4) Adjournment. Trustee Apatoff, seconded by Trustee Dearborn moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:20 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
September 17, 2024**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, September 17, 2024, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Assistant Village Manager Kristin Kazenas called the roll. Present: Trustees Kirk Albinson, Bob Dearborn, and Kim Handler. Absent: Trustees Rob Apatoff, Tina Dalman, and Bridget Orsic. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Public Works Director Tom Powers, and approximately 18 persons in the audience.
- 2) Pledge of Allegiance. Trustee Albinson led the group in the Pledge of Allegiance.
- 3) Quorum
 - a) October 1, 2024 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Dearborn.
 - b) October 8, 2024 Study Session All of the Council members present said they expect to attend.
 - c) October 15, 2024 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment.
 - i. Anne and Marcus Wedner express concerns regarding the Illinois Municipal Electric Agency renewal contract.

Trustee Orsic enters the meeting at 7:03 pm.
 - ii. Lyn Aleshire addresses concerns regarding the Crow Island Storage and Conveyance Project.
- 5) Reports
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President. No report.
- 6) Presentations
 - a) North Shore Art League 100th Anniversary Proclamation

On behalf of the Village, President Rintz honors the North Shore Art League 100th anniversary and declares October 28, 2024, as North Shore Art League Day.

Trustee Handler, seconded by Trustee Albinson, moved to adopt the proclamation. By voice vote, the motion carried.

7) Establishment of the Consent Agenda

Trustee Albinson seconded by Trustee Handler moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.

8) Approval of the Consent Agenda

- a) Approval of the Warrant List Dated August 12, 2024 – August 23, 2024 in the amount of \$1,075,725.48.
- 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)

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

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)

Public Works Director Tom Powers advises Council of a request from the Village's operating departments to dispose of material and equipment that have reached the end of their useful lives, are inoperable, or are no longer useful to the Village. Mr. Powers confirms, however, that, if possible, some equipment may be traded for newer and modern equipment.

Due to a scrivener's error, the 2006 John Deere loader backhoe was inadvertently included and was previously authorized for disposal under a different ordinance.

Council discusses matters related to equipment value and budgeting.

Trustee Albinson, seconded by Trustee Orsic, moved to waive introduction of Ordinance No. M-11-2024. By voice vote, the motion carried unanimously.

Trustee Albinson, seconded by Trustee Orsic, moved to adopt Ordinance No. M-11-2024. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustees Apatoff and Dalman.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

13) Closed Session None.

14) Adjournment. President Rintz asks for call to adjourn. Trustee Dearborn, seconded by Trustee Handler, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:24 pm.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated August 26, 2024 - September 6, 2024

PRESENTER: Robert M. Bahan

AGENDA DATE: October 1, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated August 26, 2024 - September 6, 2024.

RECOMMENDATION:

Consider Approving the Warrant List Dated August 26, 2024 - September 6, 2024.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-72-2024: Appointing a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: October 1, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

On May 21, 2024, the Council adopted Ordinance M-06-2024 adopting new bylaws for the Solid Waste Agency of Northern Cook County (SWANCC).

On September 11, 2024, SWANCC formally adopted the new bylaws which had been approved by all participating member agencies.

EXECUTIVE SUMMARY:

The Village of Winnetka is a member of the Solid Waste Agency of Northern Cook County (SWANCC) which was established in May 1988.

Every two years, the Council has adopted a resolution appointing the Directors who serve on the board of SWANCC. Historically, the Director was the Village President, and the Alternate Director was the Village Manager as required by the SWANCC bylaws.

Under the newly adopted SWANCC bylaws, the Village can now appoint a staff member to serve as Director and Alternate Director. The attached resolution appoints the Village Manager as the Director, and the Public Works Director and Assistant Public Works Director as Alternate Directors.

RECOMMENDATION:

Consider adoption of Resolution No. R-72-2024: Appointing a Director and Alternate Directors to the Solid Waste Agency of Northern Cook County.

ATTACHMENTS:

1. Resolution No. R-72-2024 - Appointing a Director and Alternate Director to SWANCC

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

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

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

SECTION 2: The Village Council hereby appoints Village Manager Robert Bahan, as the Village of Winnetka’s Director on the Board of Directors of the Agency, and appoints Public Works Director Tom Powers and Assistant Public Works Director Erik Jensen as the Village of Winnetka’s Alternate Directors, in each case for a term expiring April 30, 2027, or until his successor is appointed.

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

ADOPTED this 1st day of October, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-73-2024: Approving a Contract with Ceper Heating and Cooling Inc. for Rooftop A/C Unit Replacement Services (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: October 1, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of the Fiscal Year 2024 Budget, \$114,000 was budgeted for the first phase of the Village Yards HVAC Rooftop Unit and Unit Heater Replacements.

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 uses various HVAC systems throughout the facility for different purposes. Office areas are typically serviced by rooftop units ("RTUs") which can provide heating and cooling while garage areas are only heated with overhead units ("heaters"). All of the units currently installed at the Yards are original to the 2003 remodel and are rapidly approaching their end of their useful life. Emergency repairs have become more common in the last few years as the units continue age and fail. One heater in Building C has also already comprehensively failed and requires replacement.

In summer 2023, staff requested a quote from the Village's HVAC maintenance contractor to complete replacements of the existing units with equivalent modern units so that the existing duct systems can continue to be used. This quote was used then to establish a budget and scope of work. A plan was established to complete replacements in phases which would allow for the costs to be spread over multiple fiscal years as well as ensure that all the units would not become due for replacement at the same time in the future. The worst performing units were selected for replacement in Phase 1 with the other units scheduled for Phases 2 and 3.

On Friday, August 23rd, a bid notice (RFB #024-020) was advertised in the Winnetka Talk and DemandStar. This bid notice included a base scope of work to replace three RTUs as well as 10 heaters at various locations throughout the Yards facility.

An initial mandatory pre-bid walkthrough was held on Wednesday, September 4th with seven attendees. At that walkthrough, staff discovered contradictory statements in the bid documents on whether or not the walkthrough was mandatory, and to rectify, an addendum was issued to clarify that

attendance at one walkthrough was mandatory. The addendum also provided some requested additional information for bidders and asked for bids for an optional scope of work related to thermostat replacements. A second walkthrough was held on Tuesday, September 10th with one attendee.

On Monday, September 16th, the Village received four bids. A summary of bids can be found below:

Company	Base Scope	Optional Scope
Ceper Heating	\$76,004	\$76,804
Cahill Heating	\$88,600	No bid
Amber Mechanical	\$121,950	\$132,500
GWB	\$122,480.13	\$123,380.13
Highlanders		

All bidders were required to provide a bid bond (or check) and the successful bidder will be required to provide a performance bond. Ceper Heating and Cooling, Inc. of Bridgeview, Illinois ("Ceper") submitted the lowest, most responsive bid for each scope. While the Village has not previously worked with Ceper, its references were positive, and staff is confident that Ceper will be able to successfully complete the work as specified.

Staff recommends award of the optional scope of work based on the proposals received. This will include new thermostats/controllers for the units being installed instead of using the existing ones in place.

The Fiscal Year 2024 Budget contains \$114,000 in General Account No. 100.30.01-615 (Buildings and Structures) for this project. With the award of the optional scope, this project will be \$37,196 under budget.

RECOMMENDATION:

Staff recommends awarding an agreement for the Yards Rooftop Unit/Heater Replacement Project to Ceper Heating and Cooling, Inc. of Bridgeview, Illinois.

ATTACHMENTS:

1. Resolution No. R-73-2024: Approving a Contract with Ceper Heating and Cooling Inc. for Rooftop A/C Unit Replacement Services

**A RESOLUTION APPROVING A CONTRACT WITH
CEPER HEATING AND COOLING INC. FOR
ROOFTOP A/C UNIT 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 August 23, 2024, the Village issued Bid #024-020 ("***Request for Bids***") for rooftop unit replacement services, which includes the replacing multiple rooftop A/C units and unit heaters at the Public Works facility located at 1390 Willow Road, Winnetka, Illinois ("***Work***"); and

WHEREAS, the Village received bids ("***Bids***") to provide the Work and opened the Bids on September 16, 2024; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Ceper Heating and Cooling Inc. ("***Contractor***"), is the lowest responsible bidder to provide the Work; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the procurement of the Work from Contractor in an amount not to exceed \$76,804.00 ("***Contract***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with 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 1st day of October, 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

October 1, 2024

R-73-2024



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:	#024-020	BID ISSUE DATE: 08/23/2024
BID DESCRIPTION:	ROOFTOP UNIT REPLACEMENT	
BID OPENING DATE:	09/09/24	BID OPENING TIME: 11:00AM
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 may be submitted electronically via email to bids@winnetka.org or delivered to the physical address. 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 Assistant 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	Ceper Heating and Cooling Inc.
BID CONTACT PERSON	Marek Szczepanik
TELEPHONE NUMBER	(708) 275-5693

PLEASE NOTE: Our bid documents have changed; please review carefully.

VILLAGE OF WINNETKA
REQUEST FOR CONTRACT PROPOSALS
AND CONTRACT

RFB #024-020

OWNER:

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Rooftop Unit Replacement**.

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), **Monday, September 9, 2024**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

Optional Pre-Bid conference on September 4, 2024 at 10:00 AM
at Public Works, 1390 Willow Road, Winnetka, Illinois 60093.

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 **September 6, 2024**.

Delivery of Proposals

One original and two copies of each bid must be submitted in a sealed envelope plainly marked with the Invitation Number and Bidder's full legal name and address. The envelope must be addressed and delivered to Owner's Assistant Finance

Director, at the Bid Opening Location set forth above, on or before the Bid Opening Time on the Bid Opening Date set forth above. Bids may be delivered by mail or in person. Bids received after the Bid Opening Time will be returned unopened. Bids may also be sent electronically to bids@winnetka.org as long as they are received before the Bid Opening Time. The bid number and bid name should be included in the subject line of your email.

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: **August 23, 2024**

Village of Winnetka

By: **Dell Duckworth**

Title: **Finance Director**

VILLAGE OF WINNETKA

RFB #024-020

CONTRACT FOR

Rooftop Unit Replacement

Full Name of Bidder Ceper Heating and Cooling Inc ("Bidder")
Principal Office Address 9012 S Oketo Avenue Bridgeview IL 60455
Local Office Address _____
Contact Person Marek Szczepanik Telephone Number (708) 275-5693

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 **Rooftop Unit Replacement**.

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 **March 30, 2025.**

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

Dated: 09 September, 2024.

Bidder's Status: (X) IL Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name:

Ceper Heating and Cooling Inc.

Doing Business As (if different):

Signature of Bidder or Authorized Agent

(corporate seal)
(if corporation)

Printed Name: _____

Title/Position: _____

Bidder's Business Address:

9012 S Oketo Avenue Bridgeview IL 00455

Bidder's Business Telephone: 708-275-5693 Facsimile: _____

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

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

1. Introduction:

The Village of Winnetka is accepting sealed bids from properly qualified firms to replace multiple rooftop A/C units and Unit heaters at the Public Works facility located at 1390 Willow Road. The current units have been in place since roughly 2000. These are all operational but require frequent repairs. The Village's goal is to systematically replace these units over a set period of years with the scope of this contract focusing on Phase I replacements only.

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

2. Scope of Service:

The Scope of Services shall contain the following items:

Rooftop Unit Replacement Scope.

- A. Replacement of the following existing rooftop units:
 - i. Unit #5 (Trane, 5-ton)
 - ii. Unit #3 (Trane, 2-ton)
 - iii. Unit #7 (Trane, 4-ton)
- B. Recover refrigerant from each existing unit and dispose of the refrigerant in an environmentally responsible manner in accordance the E.P.A. regulations.
- C. Provide the services of a crane company to lift off the old unit and set the new unit in place.
- D. Remove and properly dispose of the existing rooftop unit.
- E. Furnish, deliver and install one new Trane brand package heat/cool rooftop unit with equivalent capacity for each unit being replaced.
- F. Furnish and install one new factory-supplied outside air economizer. This device can provide significant energy savings, as they deliver "free" cooling, instead of running the compressors to create mechanical cooling, when the outside temperature is cool.
- G. Furnish and install transitional electrical material to connect to the existing electrical wiring presently installed above the roofline.
- H. Furnish and install transitional gas piping to connect the new unit to the gas pipe presently installed above the roofline.
- I. Start-up the new unit and check for proper operation.
- J. Secure any and all permits required per Local or State law, regulation or ordinance.

Unit Heater Replacement Scope

- A. A Replacement of 10 Reznor overhead heating units located at spots to be designated. .
- B. Provide and operate the heavy-duty lift necessary to safely lower the old Unit Heater and raise the new one.
- C. Dismount the old Unit Heater, remove it from your premises, and properly dispose of it in an environmentally responsible manner.
- D. Furnish and install a new Unit Heater.
- E. Furnish and install transitional gas piping.
- F. Furnish and install transitional electrical connections.
- G. Furnish and install transitional flue piping.

- H. Furnish and install unistrut and threaded rod, as needed.
- I. Start-up unit and check operation.

For the purposes of the Unit Heater Scope, bidders should not assume that a scissor lift will be made available by the Village for use.

The ultimate goal for this project is to have turnkey replacement of the existing units itemized in this Scope of Services. This Scope of Services explicitly includes any and all materials, labor and other such items which can be reasonably assumed to be required to achieve this scope, whether specifically named or not within this Scope of Services.

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 proposed contract is for a period of no more than 180 days from the date of execution of this Agreement by the Contractor and the Village (with the date of execution defined as the date of the Village's acceptance and signature as signified by the Acceptance Sheet) unless modified by a change order as outlined under Section 10(A) of these specifications but, in no case, later than March 30, 2025. The Completion Date for this Agreement shall be the same as the termination date of this Agreement.

5. Contractor Qualifications:

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

6. Contractor Responsibilities:

A. Personnel Requirements:

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

B. Work Crew Supervision:

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

C. Protection of Public and Private Property:

- i. The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.
- ii. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- iii. The Contractor shall comply with all OSHA and other Federal and State safety standards. All employees engaged in the Work under this Agreement shall have 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.

7. Subcontractors:

A. Approval and Use of Subcontractors

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

B. Removal of Subcontractors

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

8. Working Hours:

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

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

9. Reporting:

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

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

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

10. Additional Information:

- A. Change Orders:** In the event a change order is required as outlined under 720 ILCS 5/33E-9, such change order shall be prepared on forms supplied by the Village. Each request for a Change Order shall be considered and approved or denied at the Village's sole discretion. Nothing in this Agreement shall compel the Village to approve any Change Order requests. Change Orders shall become effective only following execution of such Change Orders by both the Village and Contractor.
- B. Mandatory Walkthrough:** A mandatory walkthrough will be held for bidders on Wednesday, September 4, 2024 at 10 a.m. at Public Works facility, 1390 Willow Rd. No further opportunities will be given to tour the Work Sites after this meeting, and no bid shall be accepted from any bidder who was did not attend this walkthrough.
- C. Prevailing Wage:** This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and any and all of its subcontractors have an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.



Village of
WINNETKA, IL

September 4, 2024

510 Green Bay Road • Winnetka, IL 60093 • 847.501.6000
contactus@villageofwinnetka.org • villageofwinnetka.org

Addendum No. 1

**Village of Winnetka Request For Bids #024-020
Rooftop Unit Replacement**

The Request for bids for the above referenced project has been clarified as follows:

1. **Mandatory Pre-Bid Walkthrough:** To clarify an inconsistency in the RFB's instruction, each firm wishing to submit a proposal for this project must complete a mandatory walkthrough. A second walkthrough will be held on Tuesday, September 10 at 1 p.m. at 1390 Willow Road for any firms wishing to submit a proposal. Those who participated in the first walkthrough are invited but not required to attend the second walkthrough.
2. **Opening Date:** As a result of the second walkthrough opportunity, the bid opening date will be moved to **Monday, September 16th at 10 a.m.**
3. **Optional Bid:** During the walkthrough, perspective bidders asked about the reusing of existing controllers versus installing new ones. Bidders are requested to provide pricing for both scenarios. Please submit this sheet with the updated pricing table below.
4. **BTUs for Reznor Units:** For the Reznor units to be replaced, the serial numbers are as follows:
 - a. Two units in Garage A with model number Reznor UDAS225-2
 - b. Seven units in Garage B with model number Reznor SCA-300
 - c. One unit in Garage D with model number Reznor SCA-125

Schedule of Prices:

Public Works HVAC Replacement RTU		
Line	Item	Cost
1	Base Scope: RTU replacement (Assuming Use of Existing Controllers)	\$ 27897.00
2	Optional Scope: RTU replacement (Assuming Installation of New Controllers)	\$ 28697.00
3	Base Scope: Unit heater replacement	\$ 48107.00
4	Combined Base Scope (Sum of Lines 1 & 3)	\$ 76004.00
5	Combined Optional Scope (Sum of Lines 2 & 3)	\$ 76804.00

Dell Duckworth
Assistant Finance Director

**VILLAGE OF WINNETKA
CONTRACT FOR ROOFTOP UNIT REPLACEMENT
BID PACKAGE**

BIDDER'S SWORN WORK HISTORY STATEMENT

_____, ("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: HVAC

2. Composition of Work

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

<u>0</u> % Federal	<u>100</u> % As Contractor	<u>900</u> % Bidder's Forces
<u>10</u> % Other Public	<u>0</u> % As Subcontractor	<u>0</u> % Subcontractors
<u>90</u> % Private		<u>0</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: 14 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>
<u>Esco Institute</u>	<u>EPA</u>	<u>76905725140</u>	<u>N/A</u>
_____	_____	_____	_____

6. Related Experience

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Archer Wire</u>	<u>Chapel Hill Cemetery</u>	<u>McCallister Deli</u>
Owner Address	<u>7300 S Narragansett</u>	<u>11375 Central</u>	<u>2911 95th street</u>
Reference	<u>Jack Brudz</u>	<u>Tony Campos</u>	<u>Chris Zalinski</u>
Telephone Number	<u>(773) 610-5012</u>	<u>(224) 456-5012</u>	<u>(708) 203-5556</u>
Type of Work	<u>Roof top Replacement</u>	<u>Roof top Replacement</u>	<u>Roof top Replacement.</u>
	_____	_____	_____

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	<u>17730.00</u>	<u>276850.00</u>	<u>63630.00</u>
Date Completed	<u>12. Aug 2023</u>	<u>02 July 2024</u>	<u>14. May 2024</u>

DATED: 16. September, 2024.

Bidder

Attest

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to before me on _____, 20____.

Notary Public

My commission expires: _____, 20____

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



Agenda Item Executive Summary

TITLE: Resolution No. R-74-2024: Waiving Bidding and Approving an Agreement with Metropolitan Industries, Inc. for the Water Plant High Lift Pump Controls Upgrade (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: October 1, 2024

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The primary point of water production is the Water Plant, which consists of a clear water basin which supplies five high lift pumps (HLP). Potable water is pumped through three transmission mains leaving the Water Plant. These HLP are vital to the operation of the potable water system and based on the obsolescence of the existing HLP control equipment, the Village has deemed their replacement a priority. As a part of the 2024 Water Fund Budget, funding has been allocated to engage professional engineering services to assist the Village in developing technical specifications to procure a solution.

EXECUTIVE SUMMARY:

As part of the approved 2024 Water Fund Budget, funding in the amount of \$95,000 (account #520.60.01-551) is allocated for the assessment and design of a High Lift Pump (HLP) control system to replace the existing system. The total scope of the professional services would include: preparing technical specifications for the project, design of a new system, construction services and engineering services during construction. The five-year CIP of the Water Fund had originally allocated \$300,000 for the HLP control upgrade construction for FY2025, for a total project spend of \$395,000.

Village staff approached Metropolitan Industries, original supplier of the existing HLP controls in 2001 and the sole provider of technical support for over 23 years, to provide an estimate of the total cost of the HLP controls upgrade. Metropolitan Industries' proposal for the work was in an amount of \$171,254.

Village staff evaluated Metropolitan Industries' proposal and considering it already has the expertise and project understanding, and valuing its responsiveness, reputation, past and current experiences with the existing HLP controls, Village staff is recommending to waive the bid process and to award the work to Metropolitan Industries to provide professional engineering services and develop technical specifications.

The Village has previously utilized Metropolitan Industries to design and construct the HLP controls in 2001, to upgrade the existing HLP controls in 2011 and to provide pump controls for the Storm Water Management project in 2022.

Due to the long lead times for some of the equipment needed to construct the HLP controls, the critical nature of the Water Plant operations and the seasonality of the demand for the system, staff anticipate that this will be a two-year construction project. Staff anticipates the total cost of the contract to be split over 2024 and 2025 budget years. For FY2024, planned expenses from the Water Fund will be \$22,263. The remaining cost of \$148,991 will be allocated in FY2025.

Resolution No. R-74-2024, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest a contract with Metropolitan Industries for an amount of \$171,254 for the required contract.

RECOMMENDATION:

Consider adoption of Resolution No. R-74-2024, approving a contract to Metropolitan Industries for the Water Plant high lift pump controls upgrade, in an amount not to exceed \$171,254.

ATTACHMENTS:

1. Resolution No. R-74-2024: Waiving Bidding & Approving Agreement with Metropolitan Industries, Inc. for the Water Plant High Lift Pump Controls Upgrade

RESOLUTION NO. R-74-2024

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH
METROPOLITAN INDUSTRIES, INC. FOR THE
WATER PLANT HIGH LIFT PUMP CONTROLS UPGRADE**

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

WHEREAS, the Village has determined that the control system for the high lift pumps (HLPs) at the Water Plant need replacing ("**Project**"); and

WHEREAS, the Village is seeking a consultant to perform professional engineering services ("**Services**") which Services include preparing technical specifications for the Project, including construction and engineering services; and

WHEREAS, Metropolitan Industries, Inc. ("**Consultant**") has been the sole provider of technical support for over 23 years at the Water Plant and is the original supplier of the existing HLP controls for the Village; and

WHEREAS, the Village has appropriated funds for the procurement of the Services; and

WHEREAS, due to the Consultant's knowledge and expertise of the Water Plant and the existing HLPs, the Village requested a proposal from the Consultant for the performance of the Services and the Consultant submitted a proposal in an amount not to exceed \$171,254; and

WHEREAS, the Village Council desires to enter into an agreement with the Consultant for the Services in a total amount not to exceed \$171,254.00 ("**Agreement**"); and

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

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

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

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENTS. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from the Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from the Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement between the Village and the Consultant will, at the option of the Village Council, be null and void.

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

ADOPTED this 1st day of October 2024, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

VILLAGE OF WINNETKA

CONTRACT FOR
WATER PLANT HIGH LIFT PUMP CONTROLS UPGRADE

Full Name of Contractor: METROPOLITAN INDUSTRIES, INC. ("**Contractor**")

Principal Office Address: 37 FORESTWOOD DR. ROMEOVILLE, IL 60446-1343

Contact Person: KEN TURNQUIST Telephone Number: (815) 886-9200

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

1. **Work**

A. **Contract and Work.** Contractor 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, to all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the High Lift Pump (HLP) Controls Upgrade, located at the Water Plant (WP) and Reservoir ("**Work Site**").
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Contractor by this Contract; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and

first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract is accepted, Contractor 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 in 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.** Contractor proposes, and agrees, that Contractor shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

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

2. Contract Price

The Contractor shall take in full payment for 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 unit prices as outlined in Exhibit A.

TOTAL CONTRACT PRICE:

\$168,819.00 - PLUS \$2435.00 for cost of bond.

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. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be within 30 days after receiving an invoice from Contractor and the Work is completed for each task as described in the Scope of Work Schedule.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment shall include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor shall commence the Work in accordance with a schedule agreed to between Contractor and the Village provided Contractor shall have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). Contractor shall perform the Work diligently and continuously and shall complete the Work not later than Sept 1, 2025 ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village shall extend the Time of Performance; provided, however, that Contractor shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

A. Bonds. Contractor proposes, and agrees, that Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the execution of this Contract by both parties.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

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

5. Contractor's Representations and Warranties

Contractor hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and 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 the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract; any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Contractor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (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.*

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

6. Acknowledgements

Contractor acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

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

DATED this 20 day of SEPTEMBER 2024.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

By: _____
Village Clerk

ATTEST:

By: _____
Title: Secretary

VILLAGE OF WINNETKA

By: _____
Village President

METROPOLITAN INDUSTRIES, INC.

By: _____
~~Its:~~
Title Chairman

ATTACHMENT A

SCOPE OF WORK

MAIN STATION – WATER PLANT (WP)

- Supply, programming and commissioning of an Allen Bradley CompactLogix PLC, with a 10” Delta HMI to replace the existing SCADAPack PLC of the WP HLP controls in the Main control panel. Contractor shall provide narrative of the new HLP Main control design to the Village for review and approval before programming of the PLC. The new HLP Main control shall have provisions to migrate at any time analog control and monitoring signals to data signals via Ethernet. The new HLP Main control shall allow a manually fail over to the backup controller through the HMI and a selector switch after a timed delay. The new HLP Main control shall be programmed, and bench tested before the installation. Contractor shall provide dates to Village to witness the bench testing (FAT) and to request changes before the installation. Contractor shall be responsible for the disconnection of the wiring and removal of existing HLP controls, install, wire, test and commissioning the new HLP Main control.
- Supply, programming and commissioning of a HLP Backup control panel consisting of an Allen Bradley CompactLogix PLC, with a 10” Delta HMI to be identical to the HLP Main control. Contractor shall provide narrative of the new HLP Backup control design to the Village for review and approval before programming of the PLC. The HLP Backup control shall be built into a free-standing enclosure. This panel will be installed in the same room as VFDs 4 & 5. In case of the loss of the HLP Main control, HLP system controls shall be instantly switch over the HLP Backup control. At this initial stage, the HLP Backup control will be wired to run VFDs 4 & 5 only, but shall have all provisions to add VFDs 1, 2 & 3 at any time. The HLP Backup control shall have all the necessary programming to activate VFDs 1, 2, and 3 via HMI. The new HLP Backup control shall have provisions to migrate at any time analog control and monitoring signals to data signals via Ethernet. Contractor shall program the PLC backup control to run pumps if the system pressure drops to a low start pressure and a signal of a FAIL status from the PLC Main control is received. The PLC backup control system shall remain running until manual action is taken by an operator.
- Supply and furnish a 120V UPS with an automatic power transfer circuit to the HLP Main control panel. This automatic transfer circuit shall bypass the UPS if it fails and powers the controls directly from the utility power feed to the control panel. When the UPS is back on-line, the system shall automatically transfer back to the UPS output power.
- Contractor shall furnish a control transformer and interposing relays in VFDs 4 & 5 cabinets to provide isolated contacts to each HLP control panel. The “Auto”, “Running” and “Fault” statuses from VFDs 4 & 5 shall be wired to both control panels. The speed signal from the backup control panel shall be wired to an available analog input on the VFDs. The “Run” command from the backup control panel shall also be connected to a digital input on the VFDs. The VFDs will be configured to switch to the desired analog input for the remote speed reference based on which controller is running.

ATTACHMENT A

- Contractor shall supply and install a new discharge pressure transmitter to monitor the system pressure.
- Contractor shall supply and install signal splitters for discharge pressure, Pump #4 flow and Pump #5 flow to provide these flow signals to both the main and backup PLC controllers. The new HLP Backup control shall have provisions to add at any time analog and digital signals from VFDs and Pumps 1, 2 & 3.
- The PLCs Main and Backup controller will be connected by Ethernet cable to communicate with each other to provide operating status of Pumps 1, 2 & 3 to facilitate the display of the same information on the PLC backup control HMI.
- Contractor shall provide fiber patch cords to FO cabinet.
- Contractor shall provide a schedule for the setup, FAT, installation and commissioning of the new HLP controllers. The HLP Backup control shall be installed first and operate Pumps 4 & 5. Once the HLP Backup control has been approved by the Village the Contractor may proceed to replace the existing SCADAPack controller and to install and commission the new PLC Main control.

RESERVOIR – WILLOW ROAD (RES)

- Supply, programming and commissioning of an Allen Bradley CompactLogix PLC, with a 7" Delta HMI to replace the existing SCADAPack PLC, in the main control panel. The new PLC control shall have transceiver modules to communicate via fiber optic with the PLC controllers at the WP. The HLP control shall have all the necessary provision and programming to add and to activate a third pump at any time via HMI. The new RES HLP control shall be programmed, and bench tested before the installation. Contractor shall provide dates to Village to witness the bench testing (FAT) and to request changes before the installation. Contractor shall be responsible for the disconnection of the wiring and removal of existing HLP controls, install, wire, test and commissioning the new HLP Main control.
- Contractor shall provide fiber patch cords to FO cabinet.

GENERAL NOTES:

- The Village and Contractor will hold a project kickoff meeting to establish project goals, roles, responsibilities, schedules and to review all tasks, assumptions and deliverables.
- Existing HLP controls design is described in the "Winnetka Filtration Plant, High Lift Pump Operations" document written and provided by Metropolitan Industries, INC, Job Number 26378, dated 9/01. This document was revised in 6/11 after the addition of Pumps 4 & 5.
- The new PLCs shall be programmed, and bench tested before the installation. Contractor shall provide dates to witness the bench testing (FAT) and to request changes before the installation.
- The WP HLP project upgrade will include the components required for the HLP Main control and components required for the Reservoir pump control. The PLC back-up control shall be in a new panel.

ATTACHMENT A

- The programming of the PLCs includes three (3) locations, HLP Main control, HLP back up control at the WP and HLP control at the Reservoir.
- Contractor shall provide estimated dates for submitting deliverables as per the following schedule:

PROJECT SCHEDULE					
No.	TASK	DURATION (WEEKS)	ESTIMATED COST (%)	DELIVERABLES	COMMENTS
1	Design of High Lift Pump controls replacement for the Water Plant (Pumps 1-5)	ESTIMATED 2-3 WEEKS	ESTIMATE 5%	Narrative of HLP Main controls design. Drawings, bill of materials.	Submittal will include but not limited to demo, control, schematic and wiring diagrams, wiring schedule, HMI layouts
2	Design of backup High Lift Pump control for the Water Plant (Pumps 4-5 with provisions for pumps 1-3)	ESTIMATED 2-3 WEEKS	ESTIMATE 5%	Narrative of back up HLP pump controls design. Drawings, bill of materials.	Submittal will include but not limited to logic, control, schematic and wiring diagrams, wiring schedule, HMI layouts
3	Design of Pump controls replacement for the Reservoir (Pumps 1-2 with provisions for pump 3)	ESTIMATE 1-2 WEEKS	ESTIMATE 3%	Narrative of Reservoir HLP controls design. Drawings, bill of materials.	Submittal will include but not limited to demo, control, control, schematic and wiring diagrams, wiring schedule, HMI layouts
4	Procurement of Equipment	ESTIMATED EQUIPMENT DELIVERY AFTER FINAL APPROVAL 8-10 WEEKS	NA	Bill of Materials	Equipment procurement only.
5	New High Lift Pump controls (Includes back up controls) programming and bench testing	ESTIMATED 6-8 WEEKS	ESTIMATE 18%	Test plan Test report	Programming and bench testing at Contractor facilities including Owner witness testing and approval
6	Assistance with Installation and commissioning of Back-up High Lift Pump control for the Water Plant (Pumps 4-5 with provisions for pumps 1-3)	METROPOLITAN COMMISSIONING ESTIMATED DAYS	ESTIMATE 5% FOR METROPOLITAN INDUSTRIES DOES NOT INCLUDE ELECTRICIAN	Commissioning schedule Acceptance test plan Acceptance test report	Wiring termination and installation of new components in PLC panel and VFDs panels by Contractor
7	Installation, Commissioning including Replacement of High Lift Pump controls for the Water Plant (Pumps 1-5)	ESTIMATED 7-10 DAYS	ESTIMATE 40%	Installation and commissioning schedule Acceptance test plan Acceptance test report	Removal of the existing SCADAPack PLC and the mounting of the new Compact Logix PLC. Wiring termination and installation of new components in PLC panel and VFDs panels by Contractor
8	New Reservoir High Lift Pump controls programming and bench testing	ESTIMATED 4-6 WEEKS	ESTIMATE 12%	Test plan Test report	Programming and bench testing at Metropolitan Industries including Village of Winnetka visit prior to installation.
9	Installation, Commissioning including Replacement of Pump controls for the Reservoir (Pumps 1-2 with provisions for pump 3)	ESTIMATED 3-4 DAYS	ESTIMATE 10%	Installation and commissioning schedule Acceptance test plan Acceptance test report	Removal of the existing SCADAPack PLC and the mounting of the new Compact Logix PLC. Wiring termination and installation of new components in PLC panel and VFDs panels done by Metropolitan
10	Training	2 DAYS	ESTIMATE 2%	Training program	Two training session conducted in two non-consecutive days - Training at Winnetka Water Plant

TOTAL COST (US\$): \$168,819.00

* SEE BID BOND ADDENDUM ON PAGE 2

TOTAL ESTIMATED DURATION (WEEKS): 34 WEEKS

ATTACHMENT A

- Any other required instrumentation besides the new pressure transmitter (for the backup controller) shall be evaluated and presented to the Village for approval.
- The Village will coordinate with Contractor to assist with the installation of the HLP back up control panel. Installation of back up control panel, conduits & cables to be completed by the Village. Wiring termination and installation of new components in the PLC Main Panel, PLC back up Panel and VFDs panel to be completed by Contractor.
- Provide FAT and commissioning report with test results.
- The Scope of Work shall include the submittals for final approval by the Village, Operation and Maintenance Manuals, Start-Up and Training at the WP (two sessions in two non-consecutive days).
- Contractor is providing pump control only. There is no SCADA work included.

CLARIFICATIONS AND EXCEPTIONS:

- Village to provide reasonably free and unobstructed access to work areas.
- Village shall be responsible for switching, lockout and any other safety measures required by Contractor.
- Village will provide 120 VAC control power in the VFD cabinets for the interposing relays.
- Village is responsible for the installation of the PLC backup control panel and conduits and cable as needed to complete the system.
- Village is responsible for the installation of a fiber optic cable from the YARDS building to the RESERVOIR. The village will provide information to Contractor on the type of fiber cable installed (single mode or multimode).
- Contractor shall schedule the Work based on dates agreed upon with the Village. Village shall not be held responsible for re-scheduling due to adverse weather. Contractor may re-schedule with up to 48 hours advance notice but not to exceed the completion of all Work within the Time of Performance.
- Any extra items resulting in additional costs due to delays beyond contractor's control, equipment not being ready to be worked on, additional services, material, equipment, repairs required above and beyond the original scope of work shall be presented to the Village for authorization prior to performing.

ATTACHMENT B

VILLAGE OF WINNETKA NONDISCLOSURE AGREEMENT

In consideration of the opportunity to enter in a contract with the Village of Winnetka ("**Village**"), relating to quotation 824N20989DM pursuant to the selection by the Village ("**Selection Process**") of contractors to upgrade the high lift pump controls at the Village's Water & Electric Plant and Reservoir ("**Proposed Facility**"), and in consideration of the receipt by METROPOLITAN INDUSTRIES, INC. ("**Receiving Party**") of Confidential Information (as defined below) of the Village ("**Disclosing Party**") in connection with the Selection Process, the Receiving Party hereby acknowledges and agrees that:

1. Receiving Party understands that the Disclosing Parties, in order to facilitate the Selection Process and the upgrade to the Proposed Facility, have disclosed or may disclose to the Receiving Party, Confidential Information that the Disclosing Parties desire the Receiving Party to treat as confidential.

2. "**Confidential Information**" means any knowledge, data, statistics, business plans, records, trade secrets, business secrets, operational methods, customer lists, concepts, ideas, policies, any social security numbers, and/or other information or data disclosed or otherwise made available by a Disclosing Party, its officers, officials, employees, agents, consultants, or representatives to the Receiving Party or its officers, employees, agents, consultants or representatives related to the construction, operation, or engineering of the Proposed Facility which is not otherwise available to the public or the Disclosing Party's competitors whether disclosed orally or in writing at any time and whether made available to or observable by the Receiving Party and the Receiving Party's employees in any form or media (including through access to any data room). For purposes of this Section 2, "available to the public" does not include information that is made available as part of the Selection Process or during the course of the of the upgrade to the Proposed Facility to other proposers, contractors, consultants, agents thereof, or any other third party pursuant to a non-disclosure agreement other similar type of an agreement.

3. Receiving Party hereby agrees to maintain the confidential status of such Confidential Information and not to use any such Confidential Information for any purpose other than those purposes expressly permitted by the Village, and not to disclose any of such Confidential Information to any person or third party, other than, on a need-to-know basis, to its directors, employees, attorneys, accountants, affiliates and other agents who are under an obligation of confidentiality.

4. Upon the written request of the Village, the Receiving Party shall promptly thereafter, either destroy (and supply confirmation thereof to the Village) or deliver to the Village, without retaining copies thereof, any and all Confidential Information obtained in connection with the Selection Process or the Proposed Facility. The Receiving Party is not required to destroy electronic copies of materials or summaries containing or reflecting Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by the Receiving Party's business personnel.

5. In the event of any actual or threatened breaches of this Agreement by the Receiving Party, any Disclosing Party may seek all legal and equitable remedies afforded it by law as it relates

ATTACHMENT B

to each Disclosing Party's respective Confidential Information. The rights of the Disclosing Parties under this Agreement are cumulative, and the exercise of one right by a Disclosing Party will not waive the right of either Disclosing Party to assert any other legal remedy.

6. This Agreement shall be governed by the laws, but not the rules relating to the choice of law, of Illinois. The Parties agree that the federal and state courts sitting in the City of Chicago shall have exclusive personal jurisdiction over all Parties and any action involving a dispute under this Agreement shall have as its venue a court located in the City of Chicago, and agree not to commence any action, suit or proceeding relating thereto except in such courts. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts located in the City of Chicago, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby sets their hand and seal the date written below.

Signed this 20 day of SEPTEMBER, 2024.

Receiving Party: METROPOLITAN INDUSTRIES INC.
Signature: [REDACTED]
Print Name: JOHN R. KOCHAN SR
Title: CHAIRMAN

ATTACHMENT C

COMPLIANCE AFFIDAVIT

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

Section 1: BID RIGGING AND ROTATING

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization or corporation;
2. The bidder has not in any manner directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;
3. This bid is genuine and not collusive or sham;
4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;
5. All statements contained in this bid are true;
6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;
8. The undersigned on behalf of the entity making this proposal or bid certifies the bidder has never been convicted for a violation of State laws prohibiting bid rigging or rotating.

Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the entity making this proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The undersigned or the entity making this proposal or bid understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

ATTACHMENT C

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when needed to fulfill its obligation hereunder.
5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Departments Rules and Regulations for Public Contracts.

ATTACHMENT C

7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or a use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:
 - A. Abide by the terms of the statement;
 - B. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.
4. Establishing a drug free awareness program to inform employees about:
 - A. The dangers of drug abuse in the work place;
 - B. The policy of maintaining a drug-free work place;
 - C. Any available drug counseling, rehabilitation or employee assistance programs;
 - D. The penalties that may be imposed upon an employee for drug violations.
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.
6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.

ATTACHMENT C

8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:
 - A. Take appropriate action against such employee up to and including termination; or
 - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Section 5: SEXUAL HARRASSMENT POLICY

The undersigned on behalf of the entity making this proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

Section 6: VENDOR INFORMATION

1. Is the bidder a publicly traded company? (yes or no) NO If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

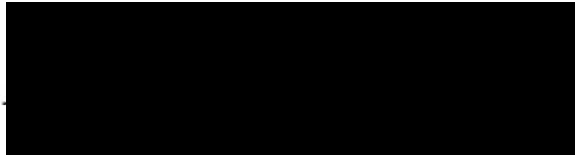
ATTACHMENT C

2. Is the bidder 50% or more owned by a publicly traded company? (yes or no) NO

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

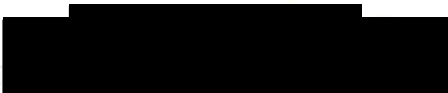
IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

SIGNATURE:



NAME: JOHN R. KOCHAN SR. TITLE: CHAIRMAN
(print or type)

Subscribed and sworn to me this 20 day of SEPTEMBER, 2024, A.D.

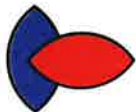
By: 
(Notary Public)

-Seal-



METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAINDIND.COM

EXHIBIT A

QUOTATION

Page 1 of 6

9/20/24

To Mr. Brian Curley
Village of Winnetka
Brian Curley BCurley@winnetka.org
(847) 716-3644

We are pleased to provide proposal and scope for the upgrade of the controls at the Winnetka Water Treatment Facility.

Village of Winnetka Water System

SCOPE OF WORK

Main Station

- Replace the existing SCADAPack PLC with an Allen Bradley CompactLogix PLC, with a 10" Delta HMI, in the main control panel.
- We will add a 120V UPS with an automatic power transfer circuit to the main control panel. This automatic transfer circuit will bypass the UPS if it fails and power the controls directly from the utility power feed to the control panel. When the UPS is back on-line, the system will automatically transfer back to the UPS output power.
- Provide a backup control panel with an Allen Bradley CompactLogix PLC and 10" Delta HMI to be identical to the main control panel. This panel will be in the same room as VFD Nos. 4 & 5. The backup controls will be built into a free-standing enclosure or wall mounted enclosure. The Village of Winnetka will work with Metropolitan to determine the best location for the backup control panel. The backup control panel will initially be wired to run VFD Nos. 4 & 5 in a failure situation but will have all provisions to include VFD Nos. 1, 2, and 3 in the future.
- The "Auto", "Running" and "Fault" statuses from VFD Nos. 4 & 5 will need to be wired to both control panels. This will be accomplished by adding interposing relays in the VFD cabinets to provide isolated contacts to each panel. We will need control power in the VFD cabinets in order to add the interposing relays. Metropolitan will add a control transformer to VFD no. 4 and VFD No. 5 as needed to power these relays. Should VFDs 1, 2, and 3, be added to the backup controller in the future, this same modification will need to be done at that time for each VFD.
- The speed signal from the backup control panel will be wired to AI2 on the VFD. The "Run" command from the backup control panel will also be connected to a digital input on the VFD. The VFD will be configured to switch to AI2 for the remote speed reference.

Continued on page #2.

TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

Metropolitan Industries will be issuing invoices after the completion of each task (progressive payments). Per the task schedule provided, approximately 13% minimum of the total project is expected to be executed by Dec 31, 2024, considering Oct 1st the first day of the contract.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

EXHIBIT A

QUOTATION

Page 2 of 6

9/20/24

Continued from Page #1

- The backup panel will need the following analog input signals: discharge pressure, Pump No. 4 flow and Pump No. 5 flow. Metropolitan will supply a new discharge pressure transmitter to monitor the system pressure. The Pump Nos. 4 & 5 flow signals will come from the main control panel. Metropolitan will install signal splitters on these flow signals to provide these flow signals to both the main and backup PLCs. Should VFDs 1,2, and 3, be added to the backup controller in the future, each pump's respective flow should be brought back to the backup controller as well.
- The backup controller set points can be configured to run pumps if the system pressure drops to a low start pressure. The backup PLC will monitor a discretely wired heartbeat signal from the main PLC and take over if a "loss of heartbeat" is detected. The system will have functionality included so that if the system fails to the backup controller, it will remain there until an operator selects a "reset" button on the HMI in order to allow time for operators to investigate the cause of failure. From the main controller, an operator can choose to manually fail over to the backup controller through the HMI after a timed delay.
- The two PLCs will also be connected by Ethernet cable to communicate with each other. We will attempt to synchronize as much data as possible between controllers so that each HMI panel shows similar information.
- The backup controller can be installed first and operate two pumps while the work is completed in the main control panel.
- The Village of Winnetka is responsible for the installation of the backup control panel and conduits and wire as needed to complete the system.
- Metropolitan is providing pump control only. There is no SCADA work included.

Willow Road

- Replace the existing SCADAPack PLC with an Allen Bradley CompactLogix PLC, with a 7" Delta HMI, in the main control panel.
- We understand the Village of Winnetka is responsible for the installation of a fiber optic cable from the public works building to the Willow Road pump station. The future architecture will utilize two fiber strands that are patch cord connected to fiber strands that return to the main pump station. Ultimately, there will be two fiber strands that are dedicated to the communication between the main pump station and the Willow Road pump station. This is the responsibility of the Village of Winnetka. The village must provide information on the type of fiber cable installed (single mode or multimode). This information is needed in order to provide the correct fiber transceiver modules in the fiber to copper ethernet switches. Metropolitan will provide fiber to ethernet switches at the two pump stations. Metropolitan will not be able to reutilize the existing Bell 202 connection currently in place with the new controls.

Continued on page #3.

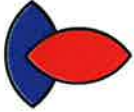
TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

Metropolitan Industries will be issuing invoices after the completion of each task (progressive payments). Per the task schedule provided, approximately 13% minimum of the total project is expected to be executed by Dec 31, 2024, considering Oct 1st the first day of the contract.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

EXHIBIT A

QUOTATION

Page 3 of 6

9/20/24

General Notes Continued from page #2.

General Notes:

- The new PLCs will be programmed, and bench tested before we begin the actual installation. The village can come to our shop to witness the bench testing and request changes before the installation.
- Project will include the components required for the Main Station existing Control Panel Upgrade and components required for the Willow Road Pump Station. The back-up control panel for the Main Station will be a complete new panel and figured to be located in the room west of the Main Controller.
- Programming included for all three locations, Main pump Station and Back up controller and Willow Road.
- Installation of any conduits and wiring between the Main Control Panel and the back up Control Panel is **NOT** included in the Metropolitan Scope. The Village of Winnetka to determine the location of the back-up panel and should consult with Metropolitan as to that location.
- Any other Instrumentation besides the new pressure transmitter (for the backup controller) are **NOT** included.
- Coordination of the installation should be carried out by the village of Winnetka.
- All communications, SCADA Requirements and coordination of SCADA as required, Fiber Optics are not part of our scope and is **NOT** included.
- Permits, Fees, Performance bonding and taxes are **NOT** included.
- This Scope Includes Submittals for final approval by the Village, Operation and Maintenance Manuals, Start-Up and Training.
- Estimated Lead Times and Schedule would be provided once the equipment is approved and released into production.
- Installation of back up control panel, conduits & cables to be completed by the Village of Winnetka. Wiring termination and installation of new components in the PLC Panel and VFD panel to be completed by Metropolitan Industries.

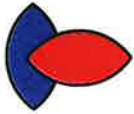
TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

Metropolitan Industries will be issuing invoices after the completion of each task (progressive payments). Per the task schedule provided, approximately 13% minimum of the total project is expected to be executed by Dec 31, 2024, considering Oct 1st the first day of the contract.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
 (815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

QUOTATION

Page 4 of 6

PROJECT: WTP Control Panel Upgrade
 Winnetka, IL

The **INSTRUMENTATION SYSTEM** will include the following:

QTY	Description
	"Main Station" Shipped Loose Items to Include the Following:
1	Compactlogix PLC, 2 MB, Ethernet, 32 ENET Nodes, 16 Local Modules
2	Compactlogix Power Supply
1	Compactlogix Digital Input Module, 120VAC, 16 PT
1	Compactlogix Digital Output Module, Relay, 16 PT
4	Compactlogix Analog Input Module, Current, 4 PT
2	Compactlogix Analog Output Module, Current, 4 PT
1	Compactlogix Right Bank-to-Left Bank Expansion, 3.3'
1	Compactlogix Right End Cap
1	10" Touchscreen, LCD Color 65K, 24VDC, 1 USB, 1 RJ-45 Ethernet, 3 Serial, CE/UL IP65 NEMA 4
1	Serial Null-Modem Cable, DB9-F-F
1	LMS400/MetroProtector to LMS II HMI Retrofit Plate, SS (7" Delta HMI)
1	Power Supply, 120V to 24VDC, 2.5A 1P for Operator Interface
1	10 Port Ethernet Switch, Unmanaged, ST Fiber Ports
1	Ethernet Patch Cable, 3' (PLC)
1	Ethernet Patch Cable, 7' (HMI)
1	LOT: Fiber Connectors
1	APC UPS, 1500VA
1	Relay Card for UPS
1	Power Transfer Relay, 25A
1	Socket for PTR
1	Relay, E-Mech, UPS Voltage Monitor, Voltage Band, DPDT, 120AC, 10A, 240VAC, 8 Pin
1	8P Octal Base Socket
5	Isolator/Converter, Analog Signals, Isolated input/Output Supply, 24VDC, Input: 4-20mA/0-10V, Output: 4-20mA, Non-Adjustable
	(PUMPS 4 & 5 FLOW SIGNALS TO BACKUP CONTROL PANEL + 1,2,3 PUMPS FUTURE)
14	Relay, DPDT, 120VAC, 8-Pin
14	8P Octal Base Socket
6	Slim Line Relay 120VAC 8A, LED
6	Relay Base for DPDT Switches
1	LOT: Terminal Blocks, Din Rail, End Stops, Tie Straps....etc

<< THIS PROPOSAL IS CONTINUED ON THE NEXT PAGE >>

TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

Metropolitan Industries will be issuing invoices after the completion of each task (progressive payments). Per the task schedule provided, approximately 13% minimum of the total project is expected to be executed by Dec 31, 2024, considering Oct 1st the first day of the contract.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	Quotation No:	824N20989DM
Firm:	Submitted:	9/20/2024
By:	Void after:	30 Days
Title:	Prepared By:	Ken Turnquist/ DM

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
 (815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

Page 5 of 6

QUOTATION

PROJECT: WTP Control Panel Upgrade
 Winnetka, IL

The **INSTRUMENTATION SYSTEM** will include the following:

QTY	Description
	"Backup Control Panel" MFG Items to Include the Following:
1	UL Approval Type 508 for Industrial Control Panels or U.L. Approval Type 913 for Hazardous Location Equipment, if required
1	Enclosure, Wall-Mount, Steel, NEMA 3R
1	Subpanel for Enclosure, Steel
1	Leg Kit, Mild Steel, 24"
1	ALL SAME COMPONENTS LISTED ABOVE FOR "Main Station": Compactlogix PLC Components, 10" Delta
	HMI, 10 Port Ethernet Switch with Fiber Ports, AC UPS, Relays, Splitters & LOT
2	Seal Fail Sensor for Hydromatic Pumps, 8 Pin
1	Pressure Transducer with 4-20mA output and 1/4"NPT, 0-100PSI with 3' shielded cable, UL
1	Pressure Transducer with 4-20mA output and 1/4"NPT, 0-300PSI with 3' shielded cable, UL
	"VFD Cabinet Components" Items Shipped Loose to Include the Following:
16	Relay, 3PDT, 120VAC, Octal Base, 11-Pin
16	11 Pin Octal Base Socket (R116, R118, T155)
2	Transformer, 250VA, PRI: 208/240/480V, SEC: 24/115V
2	GOULD FUSE HOLDER
4	600V, T-Delay, Class CC, Reject-XFMR-Duty (F002/F003), 3.0A
2	LAVATO Fuse Holder UL Recognized And CSA Certified, For 10X38mm Fuses. 32A, 1P
2	250V 5A Midget Fuse TRM5
40	Terminal Blocks, 10mm
4	Terminal Blocks, GND, 10mm
2	Terminal Blocks End Cover Plate
4	End Stops

<< THIS PROPOSAL IS CONTINUED ON THE NEXT PAGE >>

TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

Metropolitan Industries will be issuing invoices after the completion of each task (progressive payments). Per the task schedule provided, approximately 13% minimum of the total project is expected to be executed by Dec 31, 2024, considering Oct 1st the first day of the contract.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____	Quotation No: 824N20989DM
Firm: _____	Submitted: 9/20/2024
By: _____	Void after: 30 Days
Title: _____	Prepared By: Ken Tumquist/ DM

METROPOLITAN PUMP COMPANY

A Division of Metropolitan Industries, Inc.



37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

EXHIBIT A

Page 6 of 6

QUOTATION

PROJECT: WTP Control Panel Upgrade
Winnetka, IL

The **INSTRUMENTATION SYSTEM** will include the following:

QTY	Description
	"Willow Road" Shipped Loose Items to Include the Following:
1	Compactlogix PLC, 2 MB, Ethernet, 32 ENET Nodes, 16 Local Modules
2	Compactlogix Power Supply
1	Compactlogix Digital Input Module, 120VAC, 16 PT
1	Compactlogix Digital Output Module, Relay, 16 PT
2	Compactlogix Analog Input Module, Current, 4 PT
2	Compactlogix Analog Output Module, Current, 4 PT
1	Compactlogix Right Bank-to-Left Bank Expansion, 3.3'
1	Compactlogix Right End Cap
1	10" Touchscreen, LCD Color 65K, 24VDC, 1 USB, 1 RJ-45 Ethernet, 3 Serial, CE/UL IP65 NEMA 4
1	Serial Null-Modem Cable, DB9-F-F
1	LMS400/MetroProtector to LMS II HMI Retrofit Plate, SS (7" Delta HMI)
1	Power Supply, 120V to 24VDC, 2.5A 1P for Operator Interface
1	5 Port Ethernet Switch, Unmanaged, ST Fiber Port
1	Ethernet Patch Cable, 3' (PLC)
1	Ethernet Patch Cable, 7' (HMI)
1	LOT: Fiber Connectors
1	APC UPS, 1500VA
1	Relay Card for UPS
1	Power Transfer Relay, 25A
1	Socket for PTR
1	Relay, E-Mech, UPS Voltage Monitor, Voltage Band, DPDT, 120AC, 10A, 240VAC, 8 Pin
1	8P Octal Base Socket
1	LOT: Terminal Blocks, Din Rail, End Stops, Tie Straps....etc

Total Amount For Control Upgrades per the Scope on pages 1 thru 6 of this document is: 168,819.00
(Taxes not Included)

Add for cost of Bond as required in bid documents \$ 2,435.00
(SEE BID FOR - PAGE 2)

TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

Metropolitan Industries will be issuing invoices after the completion of each task (progressive payments). Per the task schedule provided, approximately 13% minimum of the total project is expected to be executed by Dec 31, 2024, considering Oct 1st the first day of the contract.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____	Quotation No: <u>824N20989DM</u>
Firm: _____	Submitted: <u>9/20/2024</u>
By: _____	Void after: <u>30 Days</u>
Title: _____	Prepared By: <u>Ken Turnquist/ DM</u>