



Village of Winnetka

Village Council Regular Meeting

March 4, 2025 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. March 11, 2025 Study Session
 - b. March 18, 2025 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Establishment of Consent Agenda**
- 7. Approval of Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. February 11, 2025 Study Session
 - b. Approval of Warrant List Dated February 14, 2025 - February 27, 2025
 - c. Resolution No. R-21-2025: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot and Station Park for a Farmers' Market (Adoption)
 - d. Resolution No. R-22-2025: Approving an Outdoor Dining Agreement with Paradise Foods, LLC (Adoption)
 - e. Resolution No. R-23-2025: Approving an Outdoor Dining Agreement with Good Grapes, LLC (Adoption)
 - f. Resolution No. R-26-2025: Awarding a Contract to Sunrise Tree Care, Inc. for Dutch Elm Disease Prevention (Adoption)
 - g. Resolution No. R-27-2025: Approving a Professional Services Agreement with American Structurepoint, Inc. for the Design of the Hubbard Woods Parking Structure Repair (Adoption)
 - h. Resolution No. R-29-2025: Waiving Bidding and Approving Employee Leasing Agreements with MGT Impact Solutions, LLC for Temporary Staffing Services (Adoption)

NOTICE

Village Council meetings are video recorded. 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.

- i. Approval of Annual Outdoor Seating Area Permits

8. Ordinances and Resolutions

- a. Resolution No. R-24-2025: Rejecting all Bids, Waiving Bidding and Approving an Agreement with Honeywell International, Inc. DBA Elster Solutions, LLC for Advanced Metering Infrastructure (Adoption)
- b. Resolution No. R-28-2025: Waiving Bidding and Approving an Agreement with Power System Engineering for Services Related to the Implementation of Advanced Metering Infrastructure (Adoption)
- c. Resolution No. R-25-2025: Approving an Agreement with Stanley Consultants Inc. for Engineering Services for Generation Replacement Study (Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
February 11, 2025**

(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, February 11, 2025 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:05 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Bob Dearborn, Kim Handler and Bridget Orsic. Absent: Trustee Tina Dalman. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Village Attorney Courtney Willits, Deputy Village Clerk Berina Gradjan, Water & Electric Director Nick Narhi, Assistant Water & Electric Director Sam Carrasco, Strategic Development Manager Brian Keys, Sustainability Coordinator Elyse Steiner, and approximately 29 persons in the audience.

- 2) Public Comment

- a) Liz Kunkle commends Council for their service and for fulfilling a sustainability coordinator position.

- 3) Discussion.

- a) Illinois Municipal Electric Agency (IMEA) Contract Renewal Discussion – Policy Direction

Water & Electric Director Nick Narhi states the Village has been working diligently on the matter of the IMEA contract extension since the spring of 2004; bringing in IMEA representatives to present to Council, participating in the future energy coalition forum, and hosting study sessions.

Staci Wilson, IMEA Director of Government Affairs, reviews the agency's partnership with Winnetka and its members, its mission to deliver reliable power at lower costs, investments in wind, solar, and battery storage to diversify power supply, member specialized services, and IMEA's initiative to address power demand growth.

Ms. Wilson advises Council on IMEA power supply resources, carbon-free resources located throughout the state of Illinois, power supply related costs, and IMEA's sustainability plan regarding the 2050 net-zero vision including goals, transparency, and the utilization of member governing body stakeholders.

Kevin Gaden, IMEA President & CEO, addresses Council regarding IMEA's net-zero blueprint including planning obligations to ensure power supply responsibilities, current and projected resource mix, meeting the needs of its members, replacement of wind farms, cost sustainability, transition to renewable technology and transition from thermal resources, and matters related to the Bee Hollow 150MW (megawatt) solar contract. Additionally, Mr. Gaden advises Council of key assumptions: importance of all members extending contracts to 2055, extension of the Big River contract to 2050, historic load

growth, reduction of emissions at Prairie State and retirement of Trimble County, US EPA compliance, the Energy Efficiency and Demand Response program, and purchase, or acquirement, of resources to meet member load obligations.

Council is advised of the need to purchase greater number of nameplate MWs as utilities transition their portfolios, capacity obligations imposed on utilities, value of accredited capacity, PJM accreditation for resources, and nameplate capacity, accredited capacity, and energy mix.

Troy Fodor, IMEA Vice President & General Counsel, confirms that IMEA is taking steps to transition and replace resources to reach net-zero production by 2050, replacement of power supply due to resource agreements near expiration, maintaining reliability and affordability, acquirement of power, 9-year timeline regarding 150MW resource acquisition project, and member-directed resources.

Mr. Fodor encourages Council to consider the contract renewal given the history of the IMEA and Village partnership, low-cost, reliability, commitment to a net-zero portfolio by 2050, value-added services tailored for municipal electric systems, and the benefit of the Village's representative, Water & Electric Director Nick Narhi, serving on the IMEA Board.

Public Comment

Laith Amin addresses Council regarding carbon capture and matters related to decarbonization.

Tom Barron urges Council to delay signing the IMEA agreement given future changes in technology, resources, and energy. Mr. Barron expresses concern regarding financial risks and loss of control of the costs and sources of energy.

Derrick Vanderforst addresses Council regarding rates for EV stations and community options for green energy.

King Poor urges Council to strongly consider its options with a rapidly changing market, cost fluctuations, and allowing energy options for residents.

Debbie Ross urges Council to consider various energy options before proceeding with the power sales contract.

Terry Cross advises Council to use caution pursuing the IMEA agreement and consider all options regarding sources of energy.

Ivy Sandel urges Council to move towards renewable energy.

Merideth White expresses concern regarding the IMEA agreement and urges Council to consider clean energy.

Melissa Myel addresses concerns related to global warming due to carbon emissions and urges Council to reconsider proceeding with the IMEA agreement.

Patrick Hanely urges Council to consider various other vendors before reaching a decision to extend the IMEA agreement.

Ted Wynnychenko urges Council to strongly consider the IMEA agreement before signing.

Brian Kurt addresses Council regarding financial concerns.

Bill Hayes addresses Council production of electricity in a sustainable low-cost way.

Craig Woody addresses Council regarding coal rate and IMEA power sales contract concerns.

Kip Rosen urges Council to continue considering options before signing the IMEA agreement.

Council discusses power needs, power systems utilized by various other communities that are not part of the IMEA, anticipated debt related to carbon neutral transition, utilization of alternate power agencies other than the IMEA, production and cost increases, the future of net-zero vision, replacements and additions of resources, and the benefits of ownership of IMEA resources.

President Rintz states that while proceeding with the IMEA agreement is still an option, Council should further consider and discuss various options after hearing from the Community.

- 4) Adjournment. Trustee Apatoff, seconded by Trustee Handler moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:23 pm.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated February 14, 2025 - February 27, 2025

PRESENTER: Robert M. Bahan

AGENDA DATE: March 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated February 14, 2025 - February 27, 2025.

RECOMMENDATION:

Consider Approving the Warrant List Dated February 14, 2025 - February 27, 2025.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-21-2025: Approving a Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot and Station Park for a Farmers' Market (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The annual Winnetka Farmers' Market began operations in 2017. The event was traditionally held in the parking lot adjacent to Village Hall in downtown Winnetka. In 2022, the Market moved to the Elm Street Train Station parking lot and the adjacent Station Park due to construction activities in the Village Hall parking lot. After successful 2023 and 2024 seasons, the Chamber has requested to use the same location for the 2025 Winnetka Farmers' Market.

EXECUTIVE SUMMARY:

The train station parking lot is owned by the Union Pacific Railroad Company and leased to the Village to maintain and operate. Station Park is owned by the Winnetka Park District. The 2025 Winnetka Farmers' Market will be held every Saturday from May 31 through October 25, from 7:30 AM to 12:30 PM. The Farmers' Market is a free public event which will showcase 130+ unique vendors and is expected to attract over 40,000 visitors to downtown Winnetka.

Given the scope and extensive footprint of the event, a formal license agreement should be agreed upon before granting approval to the special event permit. The license agreement is between the Village, the Winnetka-Northfield-Glencoe Chamber of Commerce, and the Winnetka Park District. Key points identified in the license agreement include:

- Location, dates and times for the event including setup, operation and cleanup.
- Defined use of the premises.
- Market plan.
- Parking.
- Waste management and utilities.
- Insurance, indemnification and waiver of liability.

RECOMMENDATION:

Consider adoption of Resolution No. R-21-2025, approving a Non-exclusive License Agreement for use of the Elm Street Train Station Parking Lot and Station Park for the Winnetka Farmers' Market.

ATTACHMENTS:

1. Resolution No. R-21-2025: Approving Non-Exclusive License Agreement for the Use of the Elm Street Train Station Parking Lot & Station Park

RESOLUTION NO. R-21-2025

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

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

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

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

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

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

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

WHEREAS, the Chamber has requested to host the 2025 Market in the Train Station Parking Lot and Park; and

WHEREAS, the Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2025 Market; and

WHEREAS, the Village, Park District, and Chamber desire to enter into a non-exclusive license agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2025 ("***License Agreement***"); and

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

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

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

March 4, 2025

R-21-2025

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

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

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

ADOPTED this March 4, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LICENSE AGREEMENT

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement"), dated as of this 4th day of March, 2025, ("**Effective Date**"), by and among the **VILLAGE OF WINNETKA**, an Illinois home rule municipality ("**Village**"), the **WINNETKA PARK DISTRICT**, an Illinois park district ("**Park District**"), and the **WINNETKA-NORTHFIELD-GLENCOE CHAMBER OF COMMERCE, INC.**, an Illinois not-for-profit corporation ("**Chamber**").

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

SECTION 1. RECITALS.

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

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

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

D. The Chamber hosts a farmers' market in the Village each summer on Saturdays in the Village's Train Station Parking Lot ("**Market**").

E. The Village and Park District desire to authorize the Chamber to use the Train Station Parking Lot and Park for the 2025 Market, subject to the terms and conditions of this Agreement.

F. The Village, Park District, and Chamber desire to enter into this Agreement to permit the Chamber to use the Train Station Parking Lot and Park for the 2025 Market.

SECTION 2. GRANT AND TERM OF LICENSE.

A. Grant of Village License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Train Station Parking Lot for the sole purpose of hosting the 2025 Market pursuant to and in strict accordance with the terms and provisions of this Agreement ("**Village License**"). The Chamber acknowledges and agrees that nothing in this Agreement shall be interpreted to provide a license to the Chamber to alter the Train Station Parking Lot in any way other than as expressly set forth in this Agreement.

B. Grant of Park District License. Subject to the terms and conditions set forth in this Agreement, the Park District hereby grants to the Chamber, and the Chamber hereby accepts, a non-exclusive revocable license to use the Park for the sole purpose of hosting the 2025 Market

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

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

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

E. Term. This License shall be for a term commencing on the Effective Date of this Agreement and ending on the earlier to occur of: (i) a terminating event as described in Section 2.F of this Agreement; or (ii) October 25, 2025.

F. Termination of License; Restoration of Licensed Premises.

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

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

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

2. **Restoration of Licensed Premises.**

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

and expense, shall restore the Train Station Parking Lot and Park as nearly as practicable to its condition as of the Effective Date, including, without limitation: (1) repair of the Train Station Parking Lot, if necessary in the reasonable determination of the Village; (2) repair of the Park, if necessary in the reasonable determination of the Park District; and (3) restoration of all other Village-owned, Village-leased, and Park District-owned property as nearly as practicable to the condition immediately preceding the 2025 Market, if disturbed or damaged by the Chamber or any of its vendors, contractors, customers, agents, or guests. Notwithstanding the foregoing, it is understood and agreed that with respect to the repair of the Park referred to above, in the event of damage to grassy areas, the Chamber shall only be required to reseed such areas according to Park District specifications and shall not be obligated to purchase or install sod in any such areas. In no event shall the Chamber be responsible for any damages to the Train Station Parking Lot and/or the Park to the extent resulting SOLELY from any act or omission of the Village or the Park District or any of their respective employees or agents.

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

SECTION 3. USE OF LICENSED PREMISES.

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

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

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

D. Use of Commercial Space. The Village shall permit the Chamber to use the approximately 800 sq. ft. commercial space at 754 Elm Street in the Elm Street Train Station (“*Commercial Space*”) between May 15 and October 31 during each year of the Term for office use and accessory storage only, and for no other uses. The Chamber’s use of the commercial space shall be at its own risk, and the Chamber acknowledges that the Village shall have no duty to provide security for the commercial space and any equipment and personal property stored therein. The Chamber shall not be permitted to store any dangerous, flammable, or explosive materials in the commercial space. The Chamber’s use of the commercial space is not exclusive. The Chamber acknowledges that the Village will also use a portion of the commercial space at 754 Elm Street in the Elm Street Train Station for its own use.

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

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

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

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

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

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

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

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

SECTION 4. RESERVATION OF RIGHTS.

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

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

SECTION 5. LIENS.

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

SECTION 6. LIABILITY AND INDEMNITY.

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

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

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

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

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

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

SECTION 7. ENFORCEMENT.

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

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

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties shall be addressed to, and delivered at, the following addresses:

If to the Village:	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Robert M. Bahan, Village Manager
with a copy to:	ELROD FRIEDMAN LLP 325 LaSalle Street, Suite 450 Chicago, IL 60654 Attention: Peter M. Friedman, Village Attorney
If to the Park District:	Winnetka Park District 540 Hibbard Road Winnetka, IL 60093 Attention: Shannon Nazzal, Executive Director
with a copy to:	Ancel Glink 175 East Hawthorn Parkway, Suite 145 Vernon Hills, IL 60061 Attention: Adam Simon, District Attorney

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

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

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

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

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

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

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

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

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

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

J. Exhibits. Exhibit A attached hereto is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ATTEST:

VILLAGE OF WINNETKA,
an Illinois home rule municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

WINNETKA PARK DISTRICT,
an Illinois park district

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

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

By: _____

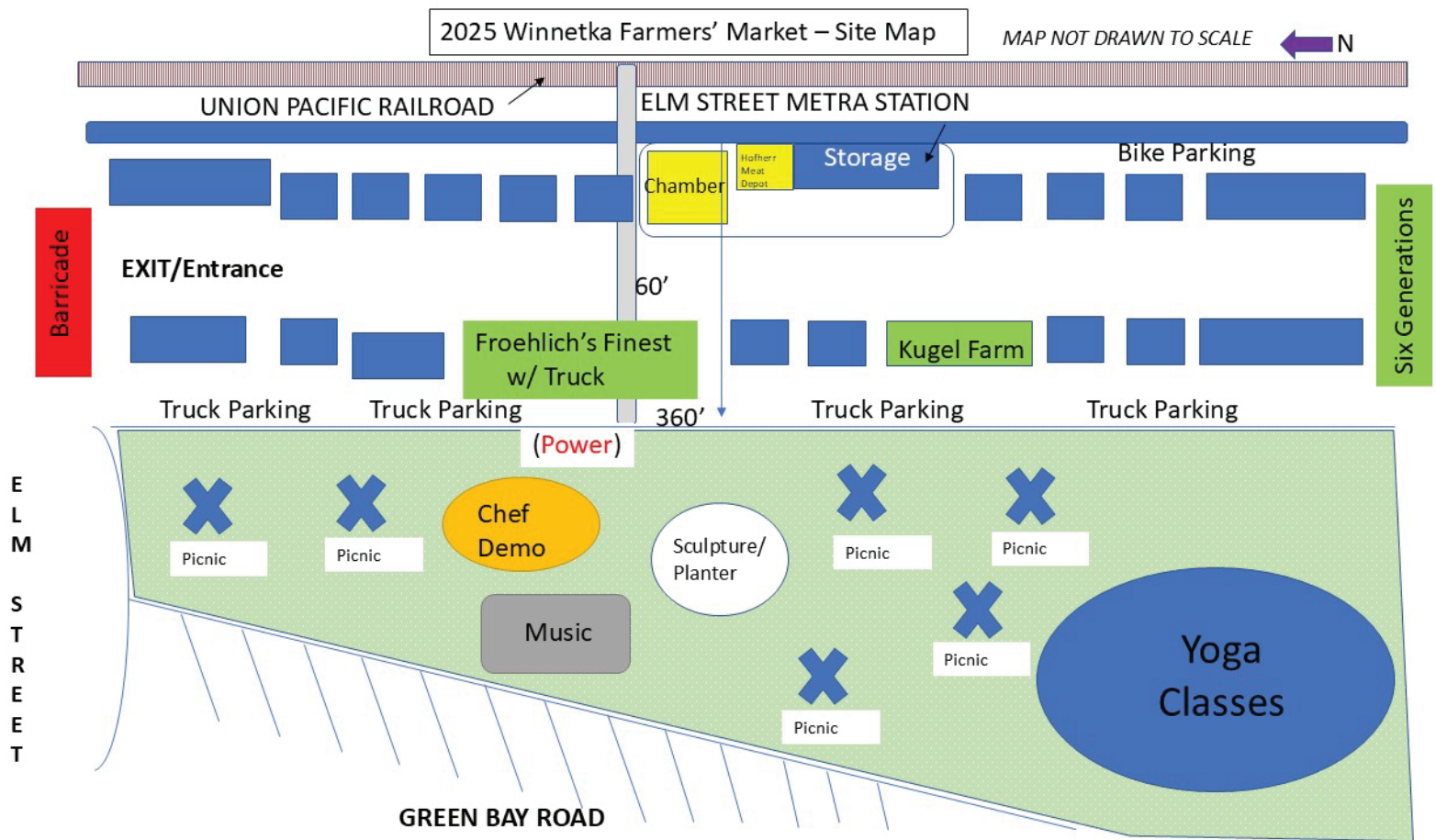
By: _____

Its: _____

Its: _____

EXHIBIT A

DEPICTION OF TRAIN STATION PARKING LOT AND PARK





Agenda Item Executive Summary

TITLE: Resolution No. R-22-2025: Approving an Outdoor Dining Agreement with Paradise Foods, LLC (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

During 2020 and 2021, in response to the COVID-19 pandemic, expanded temporary outdoor seating was authorized, including the closure of Chestnut Court for outdoor dining. In March 2022, the Council held a study session to review options for approval of the seasonal closure of public streets for outdoor dining. In June 2022, the Council approved an Outdoor Dining Agreement with Paradise Food Italia LLC dba Tocco for use of the south side of Chestnut Court for outdoor dining in the summer and fall of 2022. In February 2023 and again in March 2024, the Council approved an Outdoor Dining Agreement with Paradise Food Italia LLC dba Tocco for use of the south side of Chestnut Court for outdoor dining in the spring, summer, and fall.

EXECUTIVE SUMMARY:

At the March 8, 2022 Village Council Study Session, Council reviewed various options for a new policy to consider and approve requests to close public streets for outdoor dining. Council consensus was to implement a new approval process for outdoor dining via a license agreement. This option balanced the efficiency and transparency of the approval process with the opportunity for public input. In addition, each request would be considered on its own merits, since some streets may not be suitable for closure due to traffic concerns and access to other businesses. Routine use of public sidewalks for outdoor dining will continue to be approved by the Council with the existing Outdoor Seating Permit process. In March 2024, the number of parking spaces on the south side of Chestnut Court that could be used by Paradise Food Italia LLC dba Tocco was adjusted, decreasing the usage from 7 to 5, with one used as a “flex parking space” to allow for patrons of other Chestnut Court businesses to stay until 6 PM. This solution worked and no businesses on Chestnut Court had issues in 2024 with patron parking.

Paradise Food Italia LLC dba Tocco has submitted a request to close the south side of Chestnut Court between May 1 and September 30, 2025 on Tuesday through Saturday from 5:00 PM to 10:00 PM, and on Sunday from 4:30 PM to 10:00 PM. Although the key provisions of the license agreement are consistent with last year, there were some changes to the agreement. This year, the agreement outlines that the Restaurant may play only unamplified music in the Outdoor Seating Area during the Permitted times. This is to address the complaints the Village received in 2024 about noise during the permitted dining times. The Restaurant may not play any music in the permitted area on Saturday, July 19 and Saturday, September 13, during two special events that will be hosted by Good Grapes at 821 Chestnut Court. All music must comply with the Village Code Section 9.16.010 and not create a public

nuisance.

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

RECOMMENDATION:

Consider adoption of Resolution No. R-22-2025 approving an Outdoor Dining Agreement with Paradise Food Italia LLC dba Tocco.

ATTACHMENTS:

1. Resolution No. R-22-2025: Approving an Outdoor Dining Agreement with Paradise Foods, LLC

RESOLUTION NO. R-22-2025

**A RESOLUTION APPROVING
AN OUTDOOR DINING AGREEMENT WITH PARADISE FOODS, LLC**

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

WHEREAS, Paradise Foods, LLC (“*Restaurant*”), is the operator of the food and beverage establishment known as Tocco located at 507 Chestnut Court in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, during the summer and fall of 2025 (“*Outdoor Service*”); and

WHEREAS, outdoor dining brings vitality to the Village’s downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (“*Outdoor Dining Agreement*”); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE OUTDOOR DINING AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Outdoor Dining Agreement.

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

[SIGNATURE PAGE FOLLOWS]

March 4, 2025

R-22-2025

ADOPTED this March 4, 2025, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("**Agreement**"), dated as of this 4th day of March, 2025, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **PARADISE FOOD ITALIA LLC**, an Illinois limited liability company ("**Restaurant**").

WITNESSETH:

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Tocco located at 507 Chestnut Street in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") during the spring, summer, and fall of 2025; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times between the following dates May 1, 2025 and September 30, 2025:

- Tuesday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, “**Permitted Times**”). The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area or on the public right of way during any time except during the Permitted Times. The Restaurant may not store or place any items or place entertainment in front of adjacent businesses without the written consent of that business owner. The eastern-most parking space within the Outdoor Service Area is considered a “flex parking space” (see Exhibit A) and can be used for outdoor dining starting at 5 PM Monday – Saturday only if the space is unoccupied at that time. If a car is parked in the flex parking space between 5 PM and 6 PM, the set up for outdoor dining in the flex parking space may commence as soon as the spot is unoccupied. A car in the flex space must move no later than 6 PM Monday – Saturday and 4:30 PM on Sunday. Parking enforcement for the flex space will start at 6 PM Monday – Saturday and at 4:30 PM on Sunday.

5. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

6. The Restaurant shall not be allowed to park or use any food trucks, trailers, or other vehicles to prepare or serve food or beverages in or near the Outdoor Service Area without the prior written approval of the Village and compliance with all permitting and other regulations of the Village.

7. The Restaurant must follow the Village’s parking regulations at all times. All employee and business vehicles that display a Zone A parking permit must park in Zone A parking spaces only.

8. The Restaurant must follow the rules outlined in their approved Outdoor Seating Area Permit. The Restaurant must keep a five-foot walk-way clear for pedestrians on the public right of way at all times.

9. The Restaurant may play unamplified music (and no amplified music), in the Outdoor Service Area only during the Permitted Times; provided that no music may be played at all in the Outdoor Service Area on Saturday, July 19, 2025, and Saturday, September 13, 2025. The Restaurant must follow Village code Section 9.16.010 which states that “no person shall erect, contrive, cause, continue, maintain or permit to existing any public nuisance within the Village or within the police jurisdiction of the Village” including but not limited to “any sound or noise which because of its volume level, duration and character annoys, disturbs, injures or endangers the comfort, health, peace, repose or safety of reasonable persons of ordinary sensibilities within the Village.” ([Section 9.16.020 D.8](#))

10. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; or (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service.

11. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general

aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

12. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Section and 9.A of this Agreement.

13. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

PARADISE FOOD ITALIA LLC, an Illinois
limited liability company

By: _____

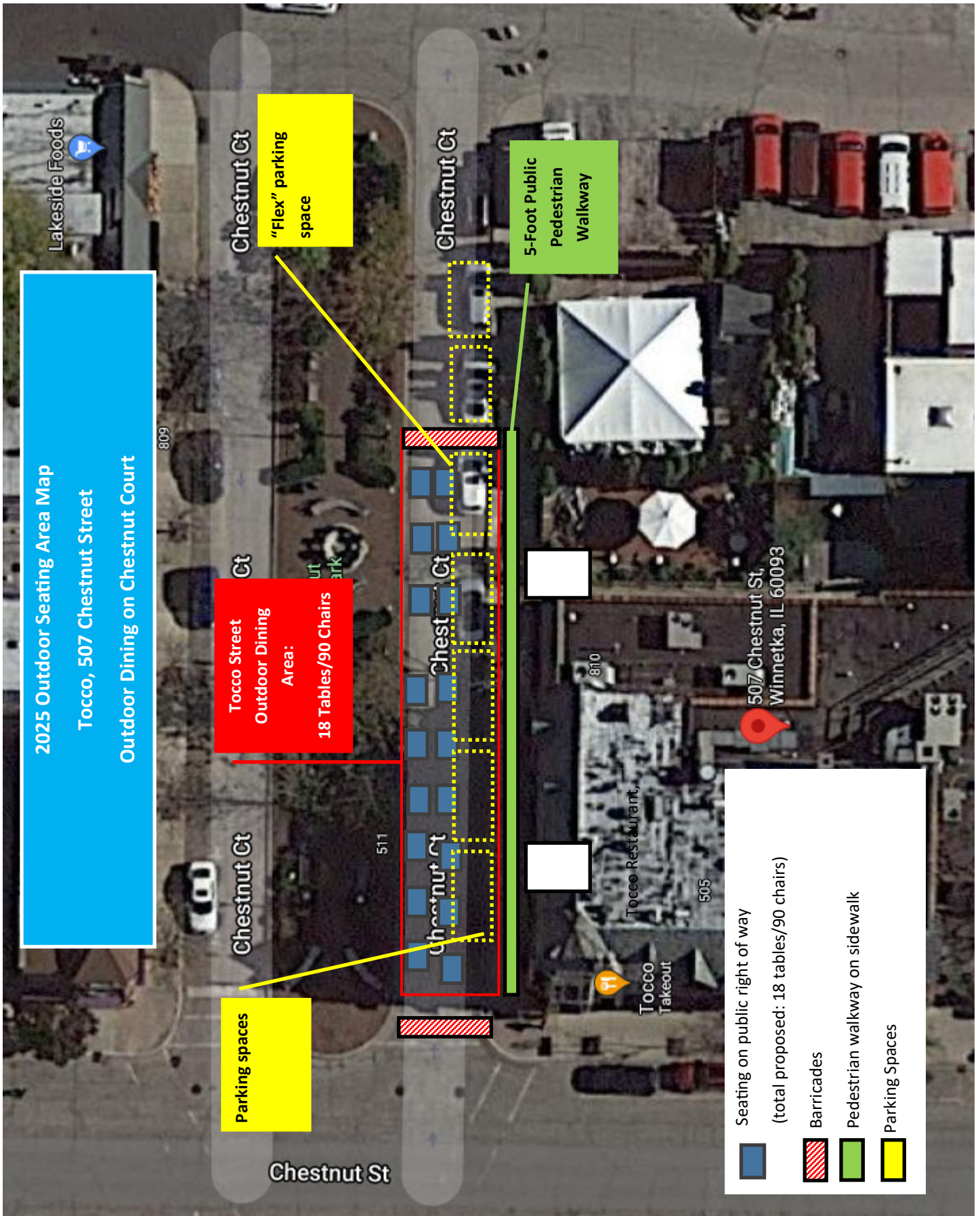
Its: _____

VILLAGE OF WINNETKA, an Illinois home rule
municipal corporation

By: _____
Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE





Agenda Item Executive Summary

TITLE: Resolution No. R-23-2025: Approving an Outdoor Dining Agreement with Good Grapes, LLC (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

In response to the COVID-19 pandemic, expanded temporary outdoor seating was authorized in 2020 and 2021, including the closure of Chestnut Court for outdoor dining.. In March 2022, the Council held a study session to review options for approval of the seasonal closure of public streets for outdoor dining. In June 2022, the Council approved an Outdoor Dining Agreement with Good Grapes for use of the north side of Chestnut Court for outdoor dining in the summer and fall of 2022. In February 2023 and again in March 2024, the Council approved an Outdoor Dining Agreement with Good Grapes for use of the north side of Chestnut Court for outdoor dining in the spring, summer, and fall.

EXECUTIVE SUMMARY:

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

Good Grapes has requested the closure of the north side of Chestnut Court from May 1 to September 30, 2025, on Wednesdays through Saturdays from 5:00 PM to 10:00 PM, and on Sundays from 4:30 PM to 10:00 PM. Although the key provisions of the license agreement are consistent with last year, there were some changes to the agreement. This year, the agreement specifies that the restaurant may only play unamplified music in the Outdoor Seating Area during permitted hours. This is to address the complaints the Village received in 2024 about noise during the permitted dining times. The restaurant may play amplified music in the permitted area only on Saturday, July 19, and Saturday, September 13, during two special events hosted by Good Grapes. All music must comply with the Village Code Section 9.16.010 and not create a public nuisance.

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

RECOMMENDATION:

Consider adoption of Resolution No. R-23-2025 approving an Outdoor Dining Agreement with Good Grapes.

ATTACHMENTS:

1. Resolution No. R-23-2025: Approving an Outdoor Dining Agreement with Good Grapes, LLC

RESOLUTION NO. R-23-2025

**A RESOLUTION APPROVING
AN OUTDOOR DINING AGREEMENT WITH GOOD GRAPES, LLC**

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

WHEREAS, Good Grapes, LLC (“***Restaurant***”) is the operator of the food and beverage establishment known as Good Grapes located at 821 Chestnut Court in the Village; and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption, within a portion of the public right-of-way, during the summer and fall of 2025 (“***Outdoor Service***”); and

WHEREAS, outdoor dining brings vitality to the Village’s downtown business districts; and

WHEREAS, the Village and Restaurant desire to enter into an Outdoor Dining Agreement to permit the Restaurant to provide Outdoor Service (“***Outdoor Dining Agreement***”); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE OUTDOOR DINING AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the final Outdoor Dining Agreement.

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

[SIGNATURE PAGE FOLLOWS]

March 4, 2025

R-23-2025

ADOPTED this March 4, 2025, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
OUTDOOR DINING AGREEMENT

OUTDOOR DINING AGREEMENT

THIS OUTDOOR DINING AGREEMENT ("**Agreement**"), dated as of this 4th day of March, 2025, ("**Effective Date**"), by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **GOOD GRAPES, LLC**, an Illinois limited liability company ("**Restaurant**").

WITNESSETH:

WHEREAS, outdoor dining brings a vitality to the Village's downtown business districts; and

WHEREAS, the Restaurant is the operator of the Food and Beverage Establishment – Good Grapes located at 821 Chestnut Court in the Village ("**Property**"); and

WHEREAS, the Restaurant seeks to provide outdoor service of food and beverages for onsite consumption ("**Outdoor Service**") during the spring, summer, and fall of 2025; and

WHEREAS, the Village Council has approved the Restaurant's request to use a portion of the public right-of-way for Outdoor Service provided that the Restaurant execute and agree to the terms of this Agreement;

NOW, THEREFORE, the Restaurant voluntarily declares that the Property, the Outdoor Service Area (as defined below), all portions thereof, and all improvements constructed thereon or therein, are and shall be held, used, and occupied subject to the following restrictions and provisions:

1. Outdoor Service shall be provided only on the area depicted in **Exhibit A** ("**Outdoor Service Area**").

2. The Restaurant acknowledges and agrees that in providing Outdoor Service, it will comply with all applicable federal, State, and local laws, statutes, ordinances, regulations, and orders, including, without limitation, any operational guidance concerning Outdoor Service promulgated by the Governor, Illinois Department of Public Health, Illinois Department of Commerce and Economic Opportunity, or other State agency (collectively, "**Requirements of Law**").

3. The Restaurant acknowledges and agrees that, by allowing the Restaurant to provide Outdoor Service in the Outdoor Service Area, the Village is not vesting any rights in the Restaurant to any additional zoning or permit approvals, regardless of expenditures incurred by the Restaurant in improving the Outdoor Service Area.

4. The Restaurant acknowledges and agrees that it may setup and use for Outdoor Service the Outdoor Service Area only during the following times between the following dates May 1, 2025 and September 30, 2025:

- Wednesday through Saturday: 5:00 p.m. to 10:00 p.m.
- Sunday: 4:30 p.m. to 10:00 p.m.

(collectively, “**Permitted Times**”). The Restaurant may not place, setup, store, or use any of its tables, chairs, or other personal property on the Outdoor Service Area during any time except during the Permitted Times.

5. The Restaurant acknowledges and agrees that: (i) it has confirmed that its general liability insurance, and if it serves alcohol, its dram shop insurance, provides coverage for Outdoor Service in the Outdoor Service Area; and (ii) it will maintain such insurance during all times it engages in Outdoor Service.

6. The Restaurant shall not be allowed to park or use any food trucks, trailers, or other vehicles to prepare or serve food or beverages in or near the Outdoor Service Area without the prior written approval of the Village and compliance with all permitting and other regulations of the Village.

7. The Restaurant may play unamplified music (and no amplified music) in the Outdoor Service Area only during the Permitted Times. The Restaurant may only use amplifiers or speakers to play music in the Outdoor Service Area on Saturday, July 19, 2025 and Saturday, September 13, 2025. The Restaurant must follow Village code Section 9.16.010 which states that “no person shall erect, contrive, cause, continue, maintain or permit to existing any public nuisance within the Village or within the police jurisdiction of the Village” including but not limited to “any sound or noise which because of its volume level, duration and character annoys, disturbs, injures or endangers the comfort, health, peace, repose or safety of reasonable persons of ordinary sensibilities within the Village.” ([Section 9.16.020 D.8](#))

8. The Restaurant hereby agrees to release, indemnify, and hold harmless the Village, its agents, servants, officials, attorneys, and employees from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, liabilities, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, arising out of, occasioned by, connected with, or in any way attributable to: (a) this Agreement; or (b) any action or inaction taken by the Village pursuant to or in connection with this Agreement or the use of the Outdoor Service Area for Outdoor Service.

9. Applicant must provide a policy of insurance that names the Village of Winnetka as an additional insured with Applicant, with minimum liability limits of \$2,000,000 for the general aggregate and \$1,000,000 for each occurrence. The certificate of insurance must be approved by the Finance Director prior to utilizing the Outdoor Service Area.

10. The Restaurant acknowledges and agrees that:

A. The Village shall have the right at any time, in its absolute discretion, and without prior or written notice to the Restaurant: (i) to terminate this Agreement; (ii) to enforce any applicable Requirement of Law; (iii) to require the Restaurant to immediately terminate Outdoor Service and restore the Outdoor Service Area to its condition prior to its use for Outdoor Service at Restaurant's sole cost and expense, normal wear and tear excepted; and (iv) to adopt additional orders or ordinances which may impact the Restaurant's ability to provide Outdoor Service or use of the Outdoor Service Area.

B. The Restaurant will not challenge any actions taken by the Village in accordance with Section and 9.A of this Agreement.

11. The individual signing this Agreement represents and warrants that they have been authorized to sign this Agreement on behalf of the Restaurant and bind the Restaurant.

IN WITNESS WHEREOF, the Restaurant and the Village have caused this Agreement to be executed by duly authorized representatives on the date first above written.

GOOD GRAPES LLC, an Illinois limited liability company

By: _____

Its: _____

VILLAGE OF WINNETKA, an Illinois home rule municipal corporation

By: _____
Robert Bahan, Village Manager

EXHIBIT A

DEPICTION OF AREA DESIGNATED FOR OUTDOOR SERVICE



Agenda Item Executive Summary

TITLE: Resolution No. R-26-2025: Awarding a Contract to Sunrise Tree Care, Inc. for Dutch Elm Disease Prevention (Adoption)

PRESENTER: Andrew Lueck

AGENDA DATE: March 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2025 Village budget contains \$29,000 for the Dutch Elm Disease Prevention Program in account 100.35.26-545.

EXECUTIVE SUMMARY:

On February 26, 2025, the Village held a bid opening for the 2025-2026 Dutch Elm Disease Prevention Program. This is a multi-year contract with the possibility of an extension through 2027 and 2028 if both the Village and contractor are agreeable. The program includes the treatment of American elm trees as a preventative for Dutch elm disease. Bids were submitted on a cost per diameter inch basis, with approximately 2,200 inches to be treated in 2025 and 2,300 inches in 2026. Five firms responded to the request, and their bids are summarized as follows:

Sunrise Tree Experts - \$67,275 2-year total cost

On Target Tree and Shrub Care - \$67,500 2-year total cost

Robert Kinnucan Tree Experts and Landscaping Company, Inc. - \$76,525 2-year total cost

Winkler Services - \$88,875 2-year total cost

SavATree LLC - \$98,105 2-year total cost

Sunrise Tree Experts provided the lowest price per inch and associated total cost for both 2025 and 2026. The Village of Winnetka previously contracted with Sunrise Tree Experts from 2020-2024 for the Emerald Ash Borer Prevention Program and in 2023-2024 for the Parkway Tree Structural Pruning Program, with work being completed in a satisfactory manner.

Based on the above information, Village staff recommends awarding the 2025-2026 Dutch Elm Disease Prevention Program contract to Sunrise Tree Experts. Resolution No. R-26-2025 awards a contract to SunriseTree Experts for the Dutch Elm Disease Prevention Program in an amount not to exceed \$32,890 in 2025 and \$34,385 in 2026.

RECOMMENDATION:

Consider adopting Resolution No. R-26-2025, awarding a contract to Sunrise Tree Experts for an amount not to exceed \$32,890 in 2025 and \$34,385 in 2026, with the option to extend the contract into 2027 and 2028.

ATTACHMENTS:

1. Exhibit A: Resolution No. R-26-2025: Awarding a Contract to Sunrise Tree Care, Inc. for Dutch Elm Prevention
2. Exhibit B: Bid Tabulation - RFB #025-004 Dutch Elm Disease Prevention Program

EXHIBIT A

RESOLUTION NO. R-26-2025

A RESOLUTION AWARDED A CONTRACT TO SUNRISE TREE CARE, INC. FOR DUTCH ELM PREVENTION SERVICES

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

WHEREAS, the Village has appropriated funds for the procurement of Dutch Elm Disease prevention services ("**Work**") for two years with options to extend the contract for two additional one-year periods ("**Renewal Options**"); and

WHEREAS, the Village requested bids for the performance of the Work; and

WHEREAS, the Village received bids for the Work from five bidders and opened the bids on February 26, 2025; and

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

WHEREAS, the Village Council desires to enter into a contract with Contractor for performance of the Work in an amount not to exceed \$32,890 for 2025 and \$34,385 for 2026 ("**Contract**"); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

March 4, 2025

R-26-2025

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, two renewal options of the Contract if: (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options are substantially similar to the Renewal Options in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

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 4th day of March, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

VILLAGE OF WINNETKA

RFB #025-04

CONTRACT FOR

2025-2026 Dutch Elm Disease Prevention Program

Full Name of Bidder SUNRISE TREE CARE ("Bidder")
Principal Office Address 110 N MADISON AVE, HAWTHORNWOOD, IL 60047
Local Office Address _____
Contact Person DAVID TAYLOR Telephone Number 847-256-8733

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 **Dutch Elm Disease Prevention** at the **locations throughout the Village specified in Attachments A**, (the "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 specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachments A, B, C, and D)**. 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, the ***Village will not pay more than the price per contract year 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 **09/30/19**.

4. Financial Assurance

A. Bonds. Bids must be accompanied by a bid deposit of at least 10% of the contract year one total bid amount. Bid deposits may be in the form of a bid bond, cashier's check, money order or bank draft. Bidder shall furnish a performance and payment bond annually, totaling 100% of the contract amount for each specific year no less than fourteen (14) days prior to the annual 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 **one** year 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. Not applicable to this Contract.

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.

The remainder of this page is intentionally left blank.

Dated: JANUARY 23, 2025

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

Bidder's Name: SUNRISE TREE CARE

Doing Business As (if different): —

Signature of Bidder or Authorized Agent: 

(corporate seal)
(if corporation)

Printed Name: DAVID TAYLOR

Title/Position: CEO / OWNER

Bidder's Business Address: 110 N. MIDLOTHIAN ROAD, HANTHORN CROSS
IL, 60047

Bidder's Business Telephone: 847-256-8733 Facsimile: 847-913-9346

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

NAME	TITLE	ADDRESS
DAVID TAYLOR	CEO / OWNER	1249 COTTAGE LANE MUNDELEIN, IL 60060
KATLY MCGUINN	PRESIDENT / OWNER	307 N. BATHWELL ST. MUNDELEIN, IL 60067

ATTACHMENT A - SPECIFICATIONS

A. General Conditions

1) INTRODUCTION:

The Village of Winnetka is accepting sealed bids for its Dutch Elm Disease Prevention Program. This work consists of providing a preventive treatment for Dutch Elm Disease (DED) in parkway and other publicly owned elm trees through the root flare injection of Arbortec 20-S at the three (3) year rate.

2) SCOPE OF WORK:

The contractor shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain any and all required permits. The contractor shall also be responsible for cleaning up each job site and shall repair or restore all structures and property that is damaged or disturbed during the performance of the work to the satisfaction of the Village of Winnetka. Any and all damage must be reported on a daily basis to the Village Forester or designee.

3) GENERAL:

The specifications set forth in the following paragraphs pertain to providing a preventative treatment for Dutch Elm Disease (DED) in parkway and other publicly owned trees. Any elms determined by the Village Forester or designee, or the contractor, to have Dutch Elm Disease before proposed treatment will not be treated under this contract.

4) BIDDER'S QUALIFICATION:

It shall be required that each proposal furnished to the Village of Winnetka, include as part of the proposal, the names of at least three (3) municipal government references in the Chicagoland area in which the bidder's organization has performed similar tree care work under a government contract within the last four (4) years. A form is attached for this purpose.

5) LOCATIONS AND QUANTITY OF WORK:

- a) The trees to be injected will be plainly identified by the Village of Winnetka by street address. The total of trunk diameter inches will be approximately 2,200 total diameter inches in 2025 and 2,300 inches in 2026. Approximately 60-70 trees will be injected each year.
- b) No part of the Agreement amount shall cover the additional cost of preparing the tree(s) for injection or any other mode of DED treatment or sanitation. Injections are assigned and administered as three-season preventive treatments. Curative treatments will be provided only under the written approval and direction of the Village Forester or designee.
- c) American elm trees will be the only species to be considered for injection under this contract. For preventative treatment, the Village Forester or designee may need to determine the presence of Dutch Elm Disease (DED) and may confirm the diagnosis with laboratory tests or on-site twig examination. Also, the Village Forester or designee, in agreement with the contractor, will designate a tree as safe from root graft infection when necessary.

6) TIMING OF INJECTIONS:

The injection period will run from approximately June 1 through August 30 each year. Injections will occur to trees that have exuded full leaf size and have not reached fall senescence. Timing is critical to the success of this project. All trees must be injected within the time frame listed in the contractor's proposal. Contract extension will be allowed if agreed by the Village of Winnetka and successful bidder.

7) INJECTION PROCEDURE REQUIREMENTS:

The contractor will be required to supply all equipment and supplies incidental to injections with "Arbortect 20-S" in the manner set forth on the label as specified for a three-year preventative treatment. The contractor is responsible for providing an injection system capable of proportioning the proper "Arbortect to water" ratio using gravity feeding. Injection trees should fit into holes between 7/32 and 9/32 of an inch diameter, with the holes drilled into the root flares no more than one inch deep, using drill slopes at one inch, and using the pre-calculated length as per manufacturer's procedures. All holes drilled for injection sites will be drilled with a sharp, high helix drill bit, and will be eight to ten inches below the top of the root flare. Drill bits are to be replaced as required (a minimum of every 10 trees) to prevent cauterization of wounds and minimize injury to the tree during drilling. Excavate all sod and soil from the base of the tree, finishing with a brush to the drill sites to prevent excessive dulling of drill bits.

The excavated area should extend up to one foot away from the base of the tree, and may be from 8 to 12 inches deep, depending upon the accessibility of the root flares.

The project is to be completed under the direction of the Village Forester or designee, and the viability of all Arbortect 20-S fungicide used and the method of performing the work shall, at all times, be subject to review by the Village Forester or designee. The Village Forester or designee shall have the authority to decide questions which arise as to quality and acceptability of materials furnished and work performed.

8) ARBORTECT 20-S RATIO:

For three growing season preventive injections as proposed, the required Arbortect amount will be at a rate of 2.4 oz. per Diameter Breast Height (DBH inch). This rate may be reduced for specific trees to compensate for missing canopy, but only if so determined by Village Forester.

9) POST-TREATMENT:

- a) All trimmings, sod or any other form of debris resulting from this project or any work resulting from said project will be cleaned up and removed from the site by the contractors.
- b) Any holes or depressions left in the general injection work areas shall be filled with soil equal to or better than adjacent areas. No brush chips, stumps, grindings, etc. shall be used as filler in such holes.

10) ASSIGNMENT OF CONTRACT:

- a. It is the intent of the Village of Winnetka to award an agreement for American elm tree injection in the Village as set forth on the attached proposal form. The Village of Winnetka also reserves the right to enter into agreement(s) with the second, third and successive low bidders if deemed advantageous to the Village of Winnetka. The lowest responsive and responsible bidder, however, will receive the first work within specific areas to the extent that he or she demonstrates the ability to fully perform, including compliance with the provisions of this specification and the applicable provisions of the State Department of Agriculture rules regarding pesticide use.
- b. The low bidder(s) shall be determined by comparing total bid prices derived from dividing the total number of diameter inches to be injected by the total cost provided in the bid.
- c. The award of low bid will be made in the best interest of the Village of Winnetka. It shall be based on, but not limited to, the following factors:
 - i. Total Price bid.
 - ii. Rate of proposed injections per week
 - iii. Compliance with the all General Conditions and any Special Conditions listed within this document.
 - iv. Prior experience with the Village of Winnetka with regard to services offered, capability to meet contract provisions and appropriate deadlines.

11) BASIS OF PAYMENT:

- a. Payment will be based on the diameter in inches of each tree treated. The diameter shall be the Diameter at Breast Height, also known as DBH, as measured from 4.5 feet above ground level. In the case of slopping ground, the point of measure of the diameter shall be at an average distance of 4.5 above the ground line. If the tree is forked at a point less than 4.5 feet above the ground, the diameter will be measured just below the fork. If there is a clump of multiple stems each arising from the ground, each stem will be measured individually at 4.5 feet above ground level.
- b. The Village of Winnetka reserves the absolute right to increase or decrease the quantity of work originally estimated in the Agreement. Regardless of the final scope of the Agreement, payment to the contractor will be made on the bases of unit prices as stated in the proposal along with adjustments referred to herein.

12) CONTRACTOR'S REPRESENTATIVE:

The contractor shall maintain the applicable current pesticide license in accordance with the Illinois Department of Agriculture requirements. The contractor shall also provide a designated, on-site Supervisor, who is an International Society of Arboriculture Certified Arborist. This Supervisor shall have full authority to act for the contractor and to receive and execute orders from the Village Forester or designee. Any instructions given to such Supervisor or person executing work for the contractor shall be binding on the contractor as though given to him or her personally. The designated Supervisor must be proficient in the use and interpretation of the English language. All injection sites must be monitored continuously during the actual treatments. At no time will the contractor be allowed to leave any tree being injected unattended.

13) CONTRACTOR'S RESPONSIBILITY:

- a. The contractor shall furnish all necessary machinery, tools, labor and materials required, and shall fully complete the work in accordance with the Agreement.
- b. The entire work to be performed under the Agreement is to be at the contractor's risk, and he or she is to assume the responsibility for all damages to the work or to the entire project until its completion and acceptance. It shall be the contractor's responsibility to maintain all states of work in a safe and suitable condition at all times, including nights, weekends, and holidays. The contractor shall make observations of his or her work during such periods as are necessary to insure proper performance thereof. The contractor shall designate one person who shall have charge of the job and to whom the Village Forester or designee shall give directions. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of all applicable laws shall be observed.

14) PROTECTION OF THE WORK:

Where the work is carried on, in, or adjacent to, any street, alley or public place, the contractor shall at his or her own expense furnish and erect such barricades, fences, lights and danger signals and shall provide such flagmen and shall take such other precautionary measures for the protection of persons and property, and of the work, as are necessary.

15) PROTECTION AND RESTORATION OF PROPERTY:

- a. The contractor shall not enter upon private property without having previously obtained permission from the Village of Winnetka and the Owner. The contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubs, plants, lawns, fences, culverts, bridges, pavement, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work. Any adjacent shrubs, trees or other growth receiving or sustaining breakage, injury or other damage during the injection program shall be given remedial or corrective treatment and clean-up. The contractor must immediately report any and all damage to any private property, along with the proposed corrective measures to be taken.
- b. The contractor shall notify the proper representatives of any public utility, corporation and company or individual, not less than forty eight hours in advance of any work which may damage or interfere with the operation of their property along adjacent to the work.
- c. The contractor shall be responsible for all damages or injury to property of any character resulting from any act, omission, neglect or misconduct in the manner or method of executing the work, or due to non-execution of the work, or at any time due to defective work or materials.
- d. The contractor shall restore, or have restored at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or

otherwise restoring as may be directed, or shall make good such damage from injury in a manner acceptable to the Owner and the Village of Winnetka.

- e. In case of failure on the part of the contractor to restore such property and to make good such damage or injury, the Village of Winnetka may give written notice under ordinary circumstances and without notice when a nuisance or hazardous condition results, property to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due to the contractor under this Agreement and if not so deducted, the contractor will be obligated to forthwith reimburse the Village of Winnetka for the cost thereof.
- f. The Village of Winnetka shall be indemnified and saved harmless from any suit or expense claim brought for or on account of any damage, maintenance, removal, and/or replacement ore relocation of mains, conduits, pipes, wires, cable or such other structures of private utility firms or corporation,

whether underground or overhead, that may be caused or required by the contractor during the time of work is in progress.

16) TIME OF WORK:

The contractor shall only be allowed to work on weekdays (Monday through Friday) from 7:00 A.M. to 5:00 P.M. No other times are allowed except as authorized by the Village of Winnetka. No weekend work shall be allowed unless prior written approval by the Village of Winnetka is obtained. No work will be allowed on legal holidays as recognized by the Village of Winnetka.

17) PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS AND RIGHT-OF-WAY:

- a. For the performance of the Agreement, the contractor will be permitted to occupy such portions of streets or alleys, or other public places, or other right-of-ways, as permitted by the Village of Winnetka, and with proper traffic warnings and controls. Vehicular access must be maintained at all times in at least one direction, unless a formal detour has been previously approved.
- b. Where the work encroaches upon any right-of-way of any railway or State or County Highway, the contractor shall observe all the regulations and instructions of the Railway Company and Highway Department as to methods of doing the work, or precautions for safety of property and the public. All negotiations with the Railway Company and Highway Department shall be made by the contractor at his or her expense.
- c. Under no circumstances shall any motorized equipment other than approved turf maintenance equipment be permitted to be driven on the parkways, driveways, public walks, or any private property while performing work under the provisions of this contract.

18) DELAYS:

- a. The contractor herewith specifically waives claims for damages for any hindrance or delay. Shutdowns due to improper work or otherwise due to the contractor's operations, are not cause for extension of time. The contractor must perform at the proposed rate of injections and must maintain the ability to perform at that level throughout the effective period of the contract.
- b. Failure to meet these requirements shall be basis for executing the penalty provisions of this Agreement; rejection of bid or forfeiture of Agreement.

19) FAILURE TO COMPLETE WORK ON TIME:

- a. Should the contractor fail to complete the work on or before the original date set forth for completion in the work order, the Village of Winnetka may permit the contractor to proceed if agreed upon by the Village.
- b. Permitting the contractor to continue and finish the work or any part of it after time fixed for its completion, or after the date to which the time of completion may have been executed, shall in no way operate as a waiver on the part of the Village of Winnetka or any of its rights under the Agreement. Neither by the taking over of the work by the Village of Winnetka nor by the termination of the agreement, shall the Village of Winnetka forfeit the right to recover liquidated damages from the contractor.
- c. If the contractor should neglect to proceed with the work properly, or fail to perform any provisions of the Agreement, the Village of Winnetka, after written notice to the contractor, may without prejudice to any other remedy the Village of Winnetka may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the contractor.

20) DEDUCTIONS

The Village of Winnetka may withhold from payment to the contractor such an amount or amounts as may be necessary to cover:

- a) Defective work not remedied.
- b) Claims for labor or materials furnished the contractor or subcontractor, or reasonable evidence indicating probable filing of.
- c) Failure of the contractor to make payments, material suppliers, or labor furnished to others.
- d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- e) Evidence of un-remedied damage to private or public property.

21) FORFEITURE OF CONTRACT:

- a) If at any time the Village Forester or designee is of the opinion that the work is unnecessarily delayed, and will therefore not be finished within the prescribed time, he or she shall notify the contractor, in writing, to that effect. If the contractor does not take such measures as will, in the judgment of the Village Forester or designee, ensure the satisfactory completion of the work, the Village Forester or designee may then notify the said contractor to discontinue all work under the Agreement for this project, and the contractor shall immediately respect such notice and stop work, and cease to have any rights to the possession of the grounds.
- b) The Village of Winnetka may thereupon re-let the Agreement or employ such forces as it deems advisable to complete the work, and charge the cost of all labor and materials necessary for such completion to the contractor, and the amount so charged shall thereafter become due, to the contractor under and by virtue of the contractor for this improvement.
- c) If the contractor shall assign the Agreement for this improvement without the written consent required above, or shall abandon the work thereon, or shall neglect or refuse to comply with these specifications and the instructions of the Village Forester or designee, relative thereto and with the ordinances of the Village of Winnetka, the Village of Winnetka shall have the right to annul and cancel said Agreement and to re-let the work, or any part thereof, and such annulment shall not entitle the contractor to any claim for damages on account thereof, nor shall it affect the right of the Village of Winnetka to recover damages which may arise from such failure.

22) COMPLETION OF CONTRACT AND INSPECTIONS:

- a. After completing the work as detailed in the Agreement, the contractor shall immediately submit to the Village Forester or designee in writing a billing for the work order amount as a notice of completion of the project.
- b. The Village Forester or designee will make final inspection of all work included in the work order as soon as practicable after notification by the contractor that such work is completed.
- c. If such work is not acceptable at the time of inspection, the contractor will be notified in writing as to the particular defects to be remedied before such work can be accepted. If, within a period of three working days after such notification, the contractor has not taken steps to promptly complete the work as directed, the Village of Winnetka may without further notice and without in any way impairing the Agreement, make such other arrangements as may be deemed necessary to have such work completed in a satisfactory manner. The cost of completing such work shall be deducted from any monies due, or which may become due the contractor on the Agreement.
- d. If the contractor claims that any instructions, latent conditions or otherwise, involves extra cost under this Agreement, a claim for the extra cost must be submitted in writing within ten days after such obstruction or observance of conditions, and in any event, before proceeding shall then be as provided, for changes in the work. Claims made after this time, or not made in writing will be refused and no claim shall be valid unless so made.

23) CONTRACT PERIOD:

- a. The Agreement shall commence on date of Agreement and terminate on December 31, 2026, unless terminated sooner in accordance with the provisions contained herein.
- b. The Village and Contractor may agree to extend this contract into 2027 and 2028 if mutually acceptable to both parties.

24) ASSIGNMENT OF WORK:

- a. At the time of award of the contract a Purchase Order number will be assigned to the contractor who shall record this number on all invoices and statements submitted to the Village of Winnetka for payment.
- b. Individual work orders for elm tree injections shall be placed with the contractor on forms supplied by the Village of Winnetka as future detail of work required. The work order shall be the contractor's notice to proceed. All work orders shall be in writing and shall give the location and size and contractors bid price of all trees to be injected along with any pertinent information.
- c. Contractor shall designate one person, with credentials listed, which include: ISA Arborist certification to administer awarded contract. This person shall serve as a liaison for Village of Winnetka staff, residents and contractor.
- d. The contractor shall, as often as he or she desires, pick up new work orders when available and submit invoices for payment of completed work orders.
- e. All work orders must be completed within a thirty (30) day period of receipt. If a contractor has displayed his or her inability to comply with that schedule, the Village of Winnetka may issue work orders to the second and successive low bid. At no time shall the amount of uncompleted work orders exceed the performance bond amount.
- f. No invoices shall be submitted unless these work orders contained herein have been completed.

25) BASIS OF PAYMENT:

The completed work order and the unit price bid for the appropriate diameter tree shall be used as the basis for computing payment. Payment of each work order in total shall be made after satisfactory completion and acceptance of the work on that work order. Payment will be made by the diameter class in accordance with the Bid Proposal Form.

26) PROPOSED PRICES:

The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, and facilities necessary to complete, in a workmanlike manner and in accordance with the contract documents, the contract of work bid upon herein for compensation in accordance with the following prices:

<u>Year</u>	<u>DBH Total Inches</u>	<u>Price per Inch</u>	<u>Total Cost</u>	<u>3-Year Therapeutic Application Rate (2.4oz/Inch DBH)</u>
2025	2,200 inches	14.95	32,890.00	
2026	2,300 inches	14.95	34,385.00	

Bidder understands that the quantity shown above is an estimate only, and that the Village of Winnetka reserves the right to increase or decrease these quantities.

ATTACHMENT B – REFERENCES

REFERENCES FOR VILLAGE OF WINNETKA

Please list below current business references for which you have performed work similar to that required by this proposal. *Please provide this information for each partner in a Joint Venture, and for all Subcontractors.*

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

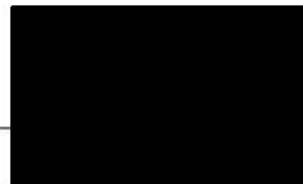
Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Dates of Service: _____

Complete this form and submit it with Form of Proposal.

Offeror's Name: DAVID TAYLOR

Signature: _____



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: _____

SUNRISE TREE CARE

COMPLETE TREE CARE SINCE 1963

110 Midlothian Road
Hawthorn Woods, IL 60047

www.sunrisetreeservice.com

Phone (847) 256-8733
Fax: (847) 913-9346



REFERENCES

Andrew Lueck

Village of Winnetka Forester
510 Green Bay Rd
Winnetka, IL 60093
847-344-5632
E-Mail: ALueck@winnetka.org
Multiple annual Plant Health Care contracts
Personal working relationship

Liz Zimmerman / Kathy Stevens

Village of Skokie Forester
9050 Gross Point Rd
Skokie, IL 60077
847-933-8427
E-Mail: Cathy.Stevens@Skokie.Org
Multiple Dutch Elm Disease Prevention contracts
Personal working relationship

Robert Waring

Village of Glencoe
675 Village Court
Glencoe, IL 60022
847-461-1151
E-Mail: RWaring@villageofglencoe.org
Multiple Dutch Elm Disease Prevention contracts
Multiple Emerald Ash Borer Prevention contracts
Personal working relationship



SUNRTRE-01

PDAVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of IL, LLC 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 758-1000	FAX (A/C, No): (847) 758-1200
INSURED Sunrise Tree Company, Inc. dba Sunrise Tree Care 110 Midlothian Road Hawthorn Woods, IL 60047	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Mutual	
	INSURER B: American Interstate Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
15350		
31895		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			2134454	10/18/2024	10/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:						
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY			2134454	10/18/2024	10/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			2134454	10/18/2024	10/18/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 0						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AVWCIL3219932023	10/18/2024	10/18/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Equipment			2134454	10/18/2024	10/18/2025	Rented Equipment 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Dutch Elm Disease Prevention - Parkways throughout Village

CERTIFICATE HOLDER

CANCELLATION

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT B

Sunrise Tree Experts

Year	Inches	\$/inch	Cost
2025	2,200	\$14.95	\$32,890
2026	2,300	\$14.95	\$34,385
Total			\$67,275

Kinnucan Company

Year	Inches	\$/inch	Cost
2025	2,200	\$16.75	\$36,850
2026	2,300	\$17.25	\$39,675
Total			\$76,525

On Target Tree & Shrub Care

Year	Inches	\$/inch	Cost
2025	2,200	\$15.00	\$33,000
2026	2,300	\$15.00	\$34,500
Total			\$67,500

Winkler Services

Year	Inches	\$/inch	Cost
2025	2,200	\$19.75	\$43,450
2026	2,300	\$19.75	\$45,425
Total			\$88,875

SavATree LLC

Year	Inches	\$/inch	Cost
2025	2,200	\$21.29	\$46,838
2026	2,300	\$22.29	\$51,267
Total			\$98,105



Agenda Item Executive Summary

TITLE: Resolution No. R-27-2025: Approving a Professional Services Agreement with American Structurepoint, Inc. for the Design of the Hubbard Woods Parking Structure Repair (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: March 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

In 2024, the Village hired Walker Consultants to perform a pre-design assessment of the Hubbard Woods Parking garage. The pre-design inspection identified a variety of repairs to the garage. The repairs were categorized as either urgent or routine. Staff and Council budgeted in fiscal year 2025 for the design of the routine repairs so that a competitive bid package could be assembled.

Staff prepared a request for proposals (RFP) for design firms to prepare comprehensive bid documents for the routine repairs. The RFP was advertised on January 8th and three firms responded with qualifications and proposals.

Staff reviewed the proposals and interviewed two of the respondents. Staff determined that American Structurepoint Incorporated provided the best combination of value and expertise to complete the larger rehabilitation project. American Structurepoint will also provide a fresh set of eyes to evaluate the condition of the garage and provide additional due diligence. American Structurepoint described a process where the structure is brought up to its best condition while considering the economic and operational goals of the Village.

It is important to also note that some additional temporary bracing was installed in the garage as a result of the Walker Consultants inspection. Walker was hired to complete documents for the more urgent repairs so the bracing could be removed within a reasonable timeframe. The urgent repairs were advertised for bid with the associated bids received on February 21st. The award of the urgent repairs will be submitted for Council consideration in the near future. This item addresses the larger project for a more holistic repair.

The Fiscal Year 2025 Budget contains combined funding in the amount of \$100,000 (in Downtown Revitalization Fund No. 420.15.01-650) for the design of the repairs. The proposed scope of services falls within the budget.

RECOMMENDATION:

Consider adopting Resolution No. R-27-2025, awarding a contract to perform the Hubbard Woods Parking Structure Repair Final Design with American Structurepoint Incorporated in an amount not to exceed \$79,240.

ATTACHMENTS:

1. Resolution No. R-27-2025: Approving an Agreement with American Structurepoint, Inc. for the Design of the Hubbard Woods Parking Structure Repair

RESOLUTION NO. R-27-2025

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
AMERICAN STRUCTUREPOINT, INC. FOR THE DESIGN OF THE
HUBBARD WOODS PARKING STRUCTURE REPAIR**

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

WHEREAS, the Village issued request for proposal No. 024-001 ("***Request for Proposals***") seeking qualified professional firms to complete the final evaluation and design of the Hubbard Woods Parking Structure ("***Services***"); and

WHEREAS, the Village received three proposals ("***Proposals***"), which were opened on January 31st, 2025; and

WHEREAS, the Public Works Department ("***Department***") evaluated the Proposals based on the evaluation criteria set forth in the Request for Proposals; and

WHEREAS, based on the Department's evaluation of Proposals, and pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village has selected American Structurepoint, Inc. ("***Consultant***") as the Consultant to perform the Services; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Services in an amount not to exceed \$79,240.00 ("***Agreement***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with 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: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

March 4, 2025

R-27-2025

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 4th day of March, 2025, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

March 4, 2025

R-27-2025

EXHIBIT A
AGREEMENT

APPENDIX A

VILLAGE OF WINNETKA PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("*Agreement*") is dated as of the 4th day of March, 2025, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("*Village*"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. **CONSULTANT.**

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

Consultant Name ("*Consultant*"): American Structure Point Inc.

Address: 2525 Cabot Drive, Suite 201

Telephone No.: 630-297-6191

Email: btober@structurepoint.com

Project Name/Description: Hubbard Woods Parking Structure Repair Final Design

Agreement Amount: \$ 79,240.00

B. Project Description. To provide complete plans, specifications, and estimate suitable for public bidding for the construction of Hubbard Woods Parking Structure Repair more fully described in the specifications attached to this Agreement as **Exhibit A** and the proposal attached as **Exhibit B ("*Proposal*")**.

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

SECTION 2. **SCOPE OF SERVICES.**

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

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

C. Commencement; Term. The Consultant shall commence 30 days after execution of this Agreement by Consultant ("***Commencement Date***") and terminates December 31, 2025 unless terminated earlier pursuant to Section 7.D of this Agreement (the "***Term***").

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

SECTION 3. **COMPENSATION AND METHOD OF PAYMENT.**

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

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

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

D. Claim In Addition To Agreement Amount.

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

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

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

E. Additional Services. The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and

approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

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

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

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

SECTION 7.
PROVISIONS.

CONSULTANT AGREEMENT GENERAL

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

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

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

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

E. Compliance With Laws and Grants.

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

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

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

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

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

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

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

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

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

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

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

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

L. GIS Data. The Village has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property

located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

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

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

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

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

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

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

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

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

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

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

With a copy to:

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

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

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

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

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

J. Authority to Execute.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2025.

ATTEST:

VILLAGE OF WINNETKA

By: _____

By: _____

Village Clerk

Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

The Village of Winnetka is seeking a qualified professional service firm to complete the final evaluation and design of rehabilitation to the Hubbard Wood Parking Structure

The Village's intent is to select a single lead consultant to be utilized for the scope of work in fiscal year 2025 at a set number of hours and hourly rates. Final design documents would be prepared for a construction budget allocation and award in fiscal year 2025. Time is of the essence as repairs are budgeted for Fiscal Year 2025.

In 2024, the Village enlisted Walker consultants to perform a pre-design survey and provide a conceptual cost estimate of potential repairs. Walker identified an area with immediate emergency repairs required and an urgent repair will be completed in the first quarter of 2025. The urgent repair is not included within this scope.

Project Limits

The projects limits are defined as the Hubbard Woods Parking Garage and the immediate vicinity. The limits include all adjacent site areas.

Project Elements

The anticipated project elements may include some or all of the following:

- Construction cost estimating
- Structural Engineering
- Civil Engineering
- Landscape design
- Lighting Design
- Signage design
- Public Access staircase
- Final design including plans, specifications and estimate

2. SCOPE OF SERVICES

Tasks and Deliverables

The Village of Winnetka is requesting proposals from qualified firms which are able to provide the labor, material, equipment, supervision, and related services necessary to complete the work for the design of a rehabilitation to the Hubbard Woods Garage. The work shall include, but not be limited to, all necessary research, field inspections, surveys, drafting, and calculations and studies necessary to determine the best solution to the identified project. The successful firm shall prepare separate detailed plans, specifications,

bid documents and an estimate of probable cost for the project, as well as any and all permits from any agencies having jurisdiction over or within the project and/or project limits as identified above.

The Consultant's role will be to carry out the scope of work described in this document. The Consultant may modify the desired scope if, based on their professional expertise and knowledge, they can provide an approach that will more effectively address the goals of this project; however the Consultant shall, at a minimum, satisfy parameters required by

Scope Confirmation and Concept Design

The consultant shall confirm the rehabilitation scope specified by Walker Consulting (refer to Exhibit C.1). The consultant shall make their own field visit and investigation to ensure that all necessary repairs are included.

Prepare up to three concept designs each for decorative signage and decorative lighting.

Decorative signing shall consist of new entrance sign located at the southern face of the garage. Consultant shall meet with the Village economic development coordinator to review options and prepare a concept. Potential concepts include a back lit sign or metallic letters with wall wash lighting.

Upon approval of the final concept the consultant shall prepare all necessary materials and applications for consideration by the Design Review Board (DRB)

More information can be found here:

<https://www.villageofwinnetka.org/DocumentCenter/View/438/Sign-Permit-Design-Review-Application-Packet-PDF>

Minimum DRB submittal requirements are as follows:

REQUIRED MATERIALS FOR SUBMISSION

IMPORTANT NOTE: Photo simulations of proposed signs assist in conveying design intent but should be accompanied by scaled drawings with appropriate dimensions of both sign and building to accurately convey scale, proportion, and placement of sign.

The Applicant must provide 1 hard copy and 1 electronic copy (.pdf), of the following information.

- ☐ Complete application form
- ☐ Permit fee - \$70 Staff review fee and \$80 permit fee per non-illuminated sign (\$195 per illuminated sign) e.g. one non-illuminated wall sign and two non-illuminated window signs: $\$70 + \$80 + \$80 = \230 total fee
- ☐ Sign artwork or representation accurately depicting or calling out all colors and materials of proposed signs
- ☐ Photos of each storefront opening (clearly showing building details)

- ☐ Material sample(s) with manufacturer and color specifications
- ☐ Scaled elevation drawings including all of the following elements depending on sign type:

Wall signs

- Scaled elevation drawing should provide overall storefront dimensions, as well as dimension of background area for the proposed sign, such as the sign band, transom panel, storefront column or other details, in order to convey scale and proportion of proposed sign
- Proposed height of lettering (conforming with maximum height of 14 inches and no more than 75% of height of sign band)
- Dimensions and area of proposed sign (conforming to 15% total signage area for storefront).

o Projecting signs – Accurate representation of sign dimension above sidewalk (minimum 8 feet), projection from face of building, and placement on storefront relative to window/door openings.

o Ground mounted signs – In addition to detailed elevation plans, include a site plan accurately showing location of sign on site, and proximity to property lines and adjacent buildings

DECORATIVE LIGHTING

The consultant shall prepare a pedestrian scale lighting plan to improve the aesthetic of the lower level of the garage. Potential treatments include:

- Column lights
- Wall Washes
- Linear lighting of entrances, openings, or façade

A concept shall be approved prior to proceeding to the final design. The existing lighting system shall remain as currently exists, and lighting scope shall be in addition to the current system.

Phase II Final Design

Consultant shall prepare a drawing package consisting for the construction of the garage rehabilitation project. The package of drawings shall include construction details to construct the improvement. Consultant shall submit for Village review 50% and 95% design drawings. Final design drawings shall be complete bid-ready plan drawings. Phase II design shall include all necessary information required to comply with Village Ordinances and all applicable regulations.

Expected sheets to be included in the plan set are:

- Title sheet
- General Notes, Work Item Schedule, Legend
- Rehabilitation Plan Upper level, Reflected Ceiling, and Lower level

- Architectural or Structural stair
- Lighting plans
- Signing plan and details
- Camera Plan and details
- Project Details.

Cost Estimate

Consultant shall prepare a detailed Cost Estimate that will be submitted as part of each of the 50%, 95% and 100% submittals. A final estimate will be required before bidding.

Construction Specifications and Bid Documents

Consultant shall prepare the technical section of the construction specifications for the project. The following is a general list of technical references that may be applicable to this project. The Consultant will be responsible for complying with the current editions of the listed references:

- Illinois Department of Transportation – Standard Specifications for Road and Bridge Construction
- ADA and its supplemental regulations and guidance
- Illinois Accessibility Code
- Manual on Uniform Traffic Control Devices (MUTCD)
- Village of Winnetka Code of Ordinances
- Village of Winnetka Engineering Design and Inspection Policy Manual

The Scope of Services for this project shall include Phase II – Final Design. The following Scope of Services is provided as a guide for the proposers. It is intended to identify the minimum service level expected from the successful firm and as such should be modified and augmented based upon the experience of the firm as necessary to complete the project.

In particular, the consulting firm selected to perform the services outlined in this RFP will be responsible for the following:

- Perform any necessary field surveying, data gathering, review and incorporation of Village Standards and State requirements, coordination with the Village, geometric and grade calculations, and all other data collection necessary to complete the Phase II plans, specifications and estimates.
- Final design plans, specifications, and estimates

At a minimum the final plans shall document the following scope of work:

1. Remove existing corroded or fractured shear connectors and replace with a retrofitted connection.

2. Provide supplemental support angles at isolated tee joints observed with fractured shear connectors.
3. Repair concrete floor and lifting loop spalls/delaminations.
4. Repair concrete spalls/delaminations at tops and undersides of inverted tee beams.
5. Repair deteriorated and spalled concrete at columns, walls, and double tee stems throughout the structure.
6. Repair concrete delaminations/spalls at underside of double tee flanges.
7. Repair concrete full depth at cracked and deteriorated double tee flanges.
8. Install new expansion joint along the south ramp entrance.
9. Replace bearing pads between tee stems and inverted tee beams.
10. Remove and replace deteriorated winged expansion joint.
11. Rout and seal random floor cracks observed in the double tee flange surface.
12. Replace deteriorated construction joint sealant at inverted tee beam joints.
13. Replace deteriorated vertical joint sealant around exterior columns at the upper level.
14. Replace failed tee-to-tee joint sealants at several tee joints and at perimeters of concrete repairs.
15. Replace deteriorated cove sealant along the north, east, and south walls at the upper level.
16. Perform tuckpointing repairs to the masonry joints and replace cracked bricks located on the north, west, and south elevations (East elevation could not be reviewed due to train tracks).
17. Soft wash façade for improved aesthetics and maintenance.
18. Replace corroded drainpipe and connect to existing drains.
19. Clean and paint area of concrete wall panel, beam and columns observed with leak stains.
20. Clean and paint corroded areas of steel, HSS posts, and base plates.
21. Clean and paint corroded wall panel to double tee flange support connections.
22. Clean and paint all exposed plumbing piping.
23. Install DRB approved signage at South Entrance of parking structure for improved aesthetics and wayfinding – Alternate Bid.
24. Installation of decorative lighting per concept – Alternate Bid.
25. Installation of security cameras including power supply, communication, and radio network connection. Refer to Camera Coverage sketch in Exhibit C4.

Consultant Support During Bidding

Plan Interpretation and Bidding Assistance

Consultant shall provide construction plan interpretation and consultation during the bidding phase of the project. Consultant shall assist the Village in preparing bid addenda as required to provide clarification to drawings and response to Request for Information (RFI).

Meetings and Reports

Coordination and Progress Meetings

Conduct quarterly progress and coordination meetings at Public Works building with Village staff. Prepare and distribute meeting minutes and project status reports. Schedule and attend meetings with the Village as necessary, to review and discuss specific issues not covered during progress meetings. Assume two public meetings.

Meeting Minutes

Prepare meeting minutes and distribute for comment before finalizing.

Regulatory approval

The Consultant shall manage the regulatory agency plan submission/approval process and prepare and coordinate all required submissions, approvals, permits, etc.

Construction Administration

At a minimum the following services will be required:

- Perform intermittent site visit to ensure the proper completion of the work and compliance with the plans and specifications.
- Respond to all requests for information.
- Evaluate any change orders or extra work proposals.
- Review any submittals or shop drawings.
- Review pay applications to confirm completion of applicable items.
- Administer any required construction progress meetings.
- Maintain a set of field markups for record drawings.
- Confirm any required material testing is scheduled and review results.
- Elevate any major project issues or concerns to the owner.
- Communicate schedule and progress update to Village Team.
- Prepare Punchlist and close out the project.

3. TERM AND COMPLETION DATE

The proposed contract is through December 31, 2025 unless otherwise modified by a change order as outlined under this Scope of Services in Section 4 or is renewed as outlined in Section 2 of the Scope of Services set forth in Appendix A.

4. 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 Consultant.

5. PAYMENT

During the course of the project, and to support each and every invoice, the Consultant shall furnish the following:

- A. Narrative progress reports
- B. Cost report that includes current period and cumulative expenditures to date
- C. A comparison of the estimated cost at completion with the approved budget to show any variance
- D. Estimated date to complete

The Consultant shall immediately advise the Village's Representative of requirements, technical decisions, or problems that materially affect the project scope, schedule, or cost.

END OF SPECIFICATIONS AND SCOPE OF SERVICES

EXHIBIT B
PROPOSAL

VILLAGE OF WINNETKA

HUBBARD WOODS PARKING STRUCTURE REPAIR FINAL DESIGN TECHNICAL PROPOSAL

JANUARY 31, 2025



AMERICAN
STRUCTUREPOINT
INC.

January 31, 2025

Village of Winnetka Finance Department
510 Green Bay Road
Winnetka, IL 60093
dduckworth@winnetka.org

MAIN POINT OF CONTACT

Bob Tober, PE
Project Manager
P (630) 297-6191
E btober@structurepoint.com
2525 Cabot Drive, Suite 201
Lisle, IL 60532



Selection Committee Members:

In response to the referenced Request for Proposal (RFP #025-001), American Structurepoint, Inc. is pleased to submit the enclosed Proposal to provide Engineering services for the implementation of repairs to the Hubbard Woods Parking Structure.

Of course, if necessary, the expertise and resources of American Structurepoint, Inc.'s national organization is also available.

American Structurepoint, Inc. is a recognized national specialist in new design and rehabilitation of existing parking structures. The American Structurepoint, Inc. restoration group has completed thousands of assignments nationally, for structural and architectural building systems, structurally supported plaza decks, building facades, and parking structures.

American Structurepoint, Inc.'s Project Manager will be **Robert Tober** for this assignment. Bob has over 40 years of parking structure evaluation and repair experience and has been involved in a conservative estimate of over 1,200 parking structure related projects nationwide. Bob was Project Manager for the \$60,000,000 restoration/reconstruction of the 3,800 space East Monroe (Lakeside) Garage and associated roof lid supporting Maggie Daley Park in Chicago, the largest parking garage and green roof restoration project completed in Illinois (and likely the US) for a Municipally-owned structure. This project was the 2013 National Project of the Year awarded by the International Concrete Repair Institute.

American Structurepoint includes approximately 700 professionals working in-house across 11 disciplines, including building investigation and repair. We have personnel working in 18 design centers including Florida, Illinois, Indiana, Kentucky, Ohio, Tennessee and Texas. Our Investigative Group includes structural engineers, civil engineers, architects, fire investigators, roofing consultants, and building enclosure specialists investigating and assessing structures in the built environment.

Tyler Jendra, P.E., Ryan Wagner, S.E., John Rogers of Sentinel Group LLC (electrical sub-consultant) and Flood Testing Laboratories of Chicago (WBE-owned firm for material testing during the scope confirmation) are also included as part of the American Structurepoint, Inc. restoration team.

It is our hope that the Village will carefully consider and select American Structurepoint, Inc. for the following primary reasons:

- The expertise American Structurepoint, Inc. can offer the Village as a nationally recognized parking restoration expert.
- Experienced personnel committed to this project.
- We will not just implement the existing recommendations from the Walker report—we believe there is a better, long-term solution to preserving this structure—this is presented in our Project Plan.
- Competitive fee.

On behalf of our team of professionals, we thank you for this opportunity and trust that it is complete and concise for your purposes. This proposal is valid for 90 days. Should you have any questions or concerns regarding this submission, please do not hesitate to contact us.

Sincerely,
American Structurepoint, Inc.

Bob Tober, PE
Project Manager

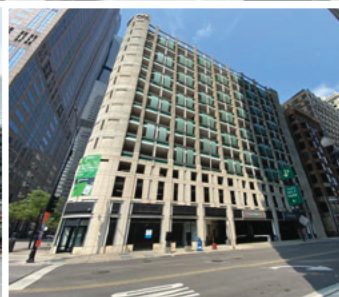
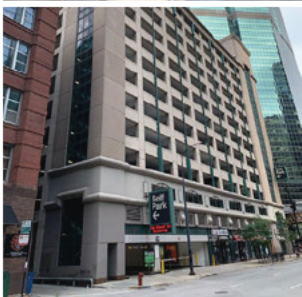
Ryan Wagner, PE, SE
Structural Engineer

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DESCRIPTION OF PAST PROJECTS

OUR EXPERIENCE



INTERPARK, LLC PORTFOLIO VARIOUS LOCATIONS, USA

Our team provided engineering services to InterPark LLC with Property Condition Reports (PCR) and Capital Expenditure (CapEx) Restoration Programs over multiple years.

The PCR consists of on-site evaluations of parking structures, which include interviewing site managers to determine issues/changes developed in the facilities, limited visual review to observe the general conditions of the facility, prepare property condition reports, update the 10-year capital projection, and incorporate review comments from InterPark into the final PCR Reports.

Various structural systems were included in these condition assessments, including but not limited to: Pre-topped and field-topped precast, cast-in-place, monostrand and buttonhead post-tensioning, pan-joint, conventionally reinforced, and composite deck slabs.

- South Loop
- MartParc Wells
- MartParc Orleans
- Sterling Garage
- Wabash Randolph
- 60 E Lake
- Ontario St. Clair
- Theatre District
- Government Center
- Tower Self Park
- 200 W Randolph
- Lake Wells
- Traders Franklin
- Traders Wells
- Franklin Lake

Client Reference:

Torrey Thompson, InterPark LLC

P 312.550.9017

E torrey.thompson@intpark.com



INDIANA UNIVERSITY HOSPITAL GARAGE EVALUATION AND REPAIR INDIANAPOLIS, IN

American Structurepoint provided investigative and repair design services at the request of the Indiana University Architect's Office to examine the façade of a parking structure at IU Health University Hospital on the Indiana University Purdue University Indianapolis campus. American Structurepoint conducted a façade survey from an aerial lift utilizing both non-destructive and partially invasive investigative techniques where portions of the existing brick veneer were removed in order to observe and verify the connection and condition of the brick anchorage to the backup structure. Based on the completed fieldwork, American Structurepoint produced an investigative engineering report for the University, which recommended and led to the development and preparation of construction documents to repair and replace portions of the brick veneer and various appurtenances. American Structurepoint assisted the University with bidding the project and provided construction administration services during repairs.

Client Reference:

Daniel A. Backler, PE, Indiana University

P 812.855.4379

E dbackler@iu.edu

DESCRIPTION OF PAST PROJECTS



INDIANAPOLIS AIRPORT AUTHORITY PARKING GARAGE UPGRADE INDIANAPOLIS, IN

American Structurepoint conducted several condition assessments of the existing five-level post-tensioned concrete parking structure adjacent to the location of the old terminal building at the Indianapolis Airport. The purpose of the assessments was to evaluate the overall condition of the structure and document structural, mechanical, electrical, and plumbing (MEP) deficiencies or concerns, in order to provide and discuss options for the client to better determine if the structure was viable for future use.

IAA requested that we develop repair documents in order to bring the existing structure back to operational status for a potential future tenant/owner. Construction drawings and specifications were created which included demolition and replacement of existing damaged or deteriorated safety and architectural features, including elevators, glazing, roofing, and many other items. Parking spaces were re-stripped and a new pedestrian path layout throughout garage was created. The former Ground Transportation Center was gutted and a new restroom and janitor closet were constructed. A new electrical room was constructed on the first level and new infrastructure for mechanical, electrical, plumbing and garage control systems was installed. Structural repairs consisted of various repairs to elevated post-tensioned concrete slabs, shot-blasting and sealing concrete deck surfaces, removing and replacing deteriorated traffic membrane, expansion joint covers and joint sealants throughout the garage, as well as masonry repairs to elevator control room enclosures.

Client Reference:

Drew Genneken, Senior Director of Planning and Development, Indianapolis Airport Authority
P 317.487.5108
E dgenneken@newindianapolisairport.com



CONDITION ASSESSMENT AND REPAIR OF THE PORTER COUNTY PARKING FACILITY PORTER COUNTY, IN

In 2023, American Structurepoint, Inc. provided a condition assessment, summary report, and accompanying 10-year capital needs plan for the 31-year-old precast double tee parking structure, and presented our plan to the county government in a public forum. In 2024, American Structurepoint designed cost-effective, prioritized repairs for the roof level of the garage, provided bidding assistance, and construction phase professional services to begin execution of the 10-year plan.

Client Reference:

Joseph Wiszowaty, Director of Facilities
Porter County Board of Commissioners
P 219.465.3440
E joseph.wiszowaty@porterco.org

MEET YOUR PROJECT MANAGER



JOB TOBER, PE PROJECT MANAGER

Job Tober is a licensed professional engineer in Illinois with over 35 years of experience specializing in the assessment and repair of parking structures. He has been involved in over 100 parking deck repair projects in Illinois and over 1,000 nationwide. This includes the \$60,000,000 reconstruction of the Lakeside Parking Garage in Chicago, likely the largest, single phase parking structure repair project ever performed in the US.

EDUCATION

SCE, University of Illinois, 1978

LICENSE AND CERTIFICATIONS

Professional Engineer - Illinois: 062043948

InterPark, Corp. Portfolio of Parking Structures, Various Locations*

Project Manager that prioritized and managed over \$10 million in various capital structural repair projects.

Capital Needs Assessment and Evaluation, San Francisco MTA, CA*

Led investigation team and managed site evaluation and development of Capital Repairs and Improvements Recommendations for 18 city owned parking structures.

Capital Needs Assessment and Evaluation for 10 parking structures, Los Angeles, CA*

Led investigation team and managed site evaluation and development of Capital Repairs and Improvements Recommendations for 10 LADOT owned parking structures in LA County including downtown, Hollywood, Studio City and other various locations.

East Monroe Street Garage Renovation and Maggie Daley Park (located over the EM Garage) Plaza Restoration, Chicago, IL*

Project Manager for a \$60M reconstruction of the 3,850 space underground garage earned honors as the National Repair Project of the Year by the International Concrete Repair Institute. The combined projects (Maggie Daley Park is located on the roof of the structure) represent the largest parking and green roof repair and waterproofing projects performed in Illinois and perhaps the US.

Capital Asset Management Program for the 9,500 space Grant Park Garage System, Chicago, IL*

Led investigation team in conducting the annual site evaluation and development of the Capital Asset Management Program for the concessionaire as part of the 99 year lease agreement between the concessionaire and the City of Chicago.

*Prior to joining American Structurepoint

FIRM PERSONNEL EXPERIENCE



TYLER JENDRA, PE PROJECT ENGINEER

Tyler is experienced in restoration and repairs of commercial and residential parking garages, plazas, and historical building facades. His work includes surveying site conditions, determining the necessary repair procedure and cost estimates, creating repair drawings, details, and specifications, leading client, pre-bid, pre-construction, and progress meetings, and providing construction administration to ensure client satisfaction.

EDUCATION

BSCE, University of Iowa, 2018

LICENSE AND CERTIFICATIONS

Professional Engineer - Illinois: 062.074399

Professional Engineer - Wisconsin: 100552



TIMOTHY EVTIMOV, EI CAD DESIGNER

Timothy is a dedicated and skilled CAD Designer with a strong background in civil engineering. Timothy has demonstrated his expertise in drafting and detailing full sets of structural drawings for a variety of structures, including residential, commercial, and industrial buildings. His proficiency with computer-aided design software such as AutoCAD, RISA 2D, SAP2000, and Enealc has been instrumental in his ability to create precise and comprehensive designs. In his role, Timothy has also evaluated and quantified deficiencies in facades and parking garage decks, identifying issues such as spalls, cracks, and open joints for bidding and repair purposes. He has also inspected and evaluated roof trusses for residual capacities, designing reinforcements when necessary to meet clients' specific needs.

EDUCATION

BSCE, University of Alabama, 2021



RYAN WAGNER, SE, PE STRUCTURAL ENGINEER

Ryan has 18 years of structural and forensic experience with the design, investigation, and restoration of buildings and similar structures. His forensic experience involves hundreds of structural and building envelope investigations, technical reports, and associated repair recommendations, plus depositions and courtroom expert witness testimonies in the role of technical consultant. His structural design and investigation expertise spans all major construction materials, including steel, concrete, post-tensioned concrete, wood, and masonry. His projects have served clients in the municipal, residential, retail, commercial, religious, higher education, industrial, transportation, hospitality, and healthcare sectors. Ryan has developed structural plans and specifications and performed construction observation for new structures, renovations, and adaptive re-use projects; written condition assessments; created repair documents; and made demolition recommendations for clients nationwide. He also has specialized experience in strengthening weak-story wood structures located in high seismic zones, as well as strengthening and waterproofing deteriorated concrete structures.

EDUCATION

BSSE, University of Illinois, 2007

LICENSE AND CERTIFICATIONS

Structural Engineer - Illinois: 081007576

Professional Engineer - Wisconsin: 47334-6

Professional Engineer - Indiana: PE12000098

Professional Engineer - Iowa: P26345

MEET OUR PARTNERS



Our experience in working with SentinelGroup-LLC includes over 10 years for the Capital Asset Management Program, an annual evaluation and updating of the proposed Capital Repair Program related to the 99-year concession lease of the Millennium Park, Grant Park North, Grant Park South and Lakeside Parking Garages with the City of Chicago. In this endeavor, SentinelGroup-LLC performed the review of all mechanical, electrical, plumbing and fire protection services components. American Structurepoint and SentinelGroup-LLC personnel have also recently completed an evaluation of the 19th and Capitol Ave. parking structure for the City of Omaha, NE.



JOHN ROGERS

MECHANICAL ENGINEER *SENTINEL GROUP, LLC*

John has over 20 years of consulting experience, finding unique solutions to challenging projects. He started his career as a factory representative, designing custom HVAC equipment for commercial and industrial clients. Later in his career, he became a member of International Institute of Building Enclosure Consultants. Over the years, John has worked with Freedtert Hospital, Ascension Healthcare, Amazon, Interpark, General Parking, and Marquette University. He also has sat on the board for an ASHREA CRC & The Heart Association, helping to continually improve my industry and give back to create a better community.

EDUCATION

BSME, University of Milwaukee



Flood Testing Laboratories, Inc.

1945 East 87th Street
Chicago, IL 60617
Mr. Walter H. Flood IV
773-721-2200

Flood Testing Laboratories, Inc. will remove concrete powder samples from the Upper Level at locations designated by American Structurepoint and perform chloride ion content testing in their laboratory. American Structurepoint personnel have worked with Flood Testing Laboratories on numerous parking structure repair projects going back to the 1980's. This has included the East Monroe (Lakeside) Parking Garage reconstruction project that included 234,000 square feet of complete slab replacement, 800,000 square feet of partial depth slab replacement and the placement of over 1.4 million pounds of reinforcing steel and 15,000 cubic yards (60 million pounds) of concrete.

OUR PROJECT APPROACH

Based on our attendance at the January 16th meeting and walk-through with Mr. Tom Powers and our subsequent site review, American Structurepoint, Inc. has prepared the following scope of services for this project. This scope is based on the Village's Exhibit A Specifications and our extensive experience with similar projects.

We propose the following scope of work for the project

TASK 1 – SCOPE CONFIRMATION AND CONCEPT DESIGN (SCHEMATIC DESIGN)

- 1** American Structurepoint will conduct an on-site review of the structure to confirm an appropriate scope of repairs and
- 2** The review will include the driveway approaches outside the footprint of the structure, the Lower Level slab, Lower Level reflected ceiling (soffit of Upper Level), Upper Level and the three stairwells.
- 3** Our review will also include concrete chloride ion testing at the Upper Level that was not performed as part of Walker's report. A critical component of a repair program to extend the service life of this and any structure located in Zone III of the United States (as defined by Publication 362 of the American Concrete Institute, where freeze-thaw and use of de-icing salts is common) is proper selection and use of slab protection treatments. Walker has proposed application of a Concrete Sealer to the Upper Level. We suspect, and intend to verify by testing, that if the chloride levels at the Upper Level are well above the threshold limit to support corrosion in the concrete, then a Concrete Sealer application is an inappropriate and insufficient surface protection treatment to properly extend the life of this structure. Please see our other relevant information section for more information.
- 4** We will present our recommendations for repairs and protection treatments to most effectively extend the life of the structure.
- 5** Evaluate existing electrical capacity and prepare up to three concept designs each for decorative signage and lighting. Meet with the Village economic development coordinator to review options and prepare concept(s).
- 6** Upon approval of the final concept, prepare all necessary materials and application for consideration by the Design Review Board.
- 7** Prepare a pedestrian scale lighting plan to improve the aesthetic of the lower level of the structure. Prepare final design based on approved concept.

TASK 2 – FINAL DESIGN (DESIGN DEVELOPMENT AND PREPARATION OF CONSTRUCTION DOCUMENTS)

- 1** American Structurepoint will prepare a drawing package including floor and reflected ceiling plans that identify the location and type of repair work to be performed. Drawings will also include specific repair details and conceptual phasing plans based on the structure remaining open on a reduced capacity basis. Drawings will include Title Sheet, General Notes, Legends, Lower Level, Lower Level Reflected Ceiling Plan, Upper Level, Repair Detail Sheets, Lighting Plans, Signage Plans and Camera Plans.
- 2** Submit 50% and 95% progress prints for Village review and comment, including Cost Estimates.
- 3** Submit 100% ready for bidding drawings, specifications and Final Cost Estimate. The Village can add or provide to American Structurepoint their front end (Division 0) requirements to complete the Project Manual.

TASK 3 – CONSULTANT SUPPORT DURING BIDDING

- 1** Participate in an on-site pre-bid meeting for the project.
- 2** Address questions that arise during the bidding period.
- 3** Issue or assist Village personnel with issuance of addenda to address construction plan interpretation.

PROJECT PLAN

TASK 4 – MEETINGS AND REPORTS

- 1 Participate in a quarterly meeting with Public Works staff to provide an update on the project. Prepare and distribute meeting minutes. Attend two Village meetings to review and discuss any specific issues not covered during progress meetings.
- 2 Manage the regulatory agency plan submission/approval process and prepare and coordinate all required submissions, approvals, permits, etc.

TASK 5 – CONSTRUCTION ADMINISTRATION

- 1 We will perform field observation services on a periodic basis for the duration of the repair work to examine for conformance with the intent of the repair documents. **Site visits will be performed by Tyler Jendra, P.E. Project Engineer, Ryan Wagner, S.E. Structural Engineer and/or Robert Tober, P.E., Project Manager. Site visits will not be performed by a Field Technician or a CAD Designer.**
- 2 We will prepare field reports for each visit summarizing the progress of the work and issues addressed during our visit.
- 3 Respond to Contractor's Request for Information (RFI's).
- 4 Review and evaluate change order requests.
- 5 Review and return Contractor's submittals.
- 6 Review and comment on the contractor's requests for payment.
- 7 Conduct periodic progress meetings with the Contractor and Village representative(s).
- 8 Coordinate and review any special inspection or material testing requirements. It will be the Contractor's responsibility to notify the Testing Agency of the specific day and time that services are needed.
- 9 Communicate progress, schedule and any major project issues to the Village Project Representatives.
- 10 Prepare punch list and close out the project.



PROJECT SCHEDULE

American Structurepoint proposes the following project schedule. Project Engineer Tyler Jendra will be the lead contact for the project to provide continuity between all phases of work and adhere to the proposed schedule below. This schedule assumes a two-week review period by the Village of Winnetka for each deliverable.

Contract Issued	February 2025
Site Visit and Structure Assessment	February 28, 2025
Submit Proposed Scope of Work for Garage Repairs	March 7, 2025
50% Drawing Package and Cost Estimate	March 28, 2025
95% Drawing Package and Cost Estimate	April 18, 2025
100% Drawing Package and Cost Estimate	May 9, 2025
Bidding and Contract Award	May 30, 2025
Construction Kickoff	Early June 2025

OTHER RELEVANT INFORMATION

American Structurepoint, Inc. (ASI) has reviewed the Walker Pre-Design Condition Assessment Report dated August 16, 2024 and included as an Exhibit in the Village's RFP.

We have the following comments to Walker's report and our comments and peer review of their report forms the basis for our project approach/strategy and fees for this assignment.

On page 2 of the report, Walker lists 22 items described as "Base Repairs". On page 3 of the report, Walker lists 27 items as "Base Repairs". Item 17 is Concrete Sealer—Top Level and Item 18 is Traffic Topping at Washes—Full System Replacement. These two items have a combined cost opinion of \$35,000.00, but are not even listed on page 2, either as stand-alone items or in some combination with other items.

The Village has relied on Walker's report (as they should), re-printed the summary of base repairs from page 2 of Walker's report, added the scope for decorative lighting, signage and security cameras and it is included in the Village's Phase II Final Design. Neither item 17 nor 18 from Walker's page 3 cost estimate is included. This could be construed as a typo or oversight by Walker. However, these are **critical items** that will significantly impact the future serviceability of this structure.

We have two final concerns. First, we don't see any evaluation in the report that communicates the current condition of the structure on any industry standard scale i.e. Excellent, Good, Fair, Poor, Obsolete. Secondly, we did not see any material testing results listed or conclusions referencing material testing in the report.

With respect to the current condition of the garage, based on our brief walk through, and over 65 years of combined experience in concrete restoration and parking structure assessment and repair, we believe this structure is in Fair to Poor condition. While this is not indicated in the report, we believe it is significant to point out because it informs the Village that the garage, in our opinion, is at a critical tipping point in its service life. It is also therefore our opinion that nothing less than a comprehensive approach to the repairs and surface protection treatments is the most appropriate approach to this structure. We would stress to the Village that we have seen similar structures deteriorate past the point where they are no longer cost effective to repair when insufficient repair protocols are followed. This can ultimately end up leaving the owner with no choice but to demolish and reconstruct the structure, which is easily 4 to 5 times the cost of repair.

Regarding the apparent lack of material testing, this is a concern because material testing constitutes an "essential part of any garage condition assessment survey". This is not only our opinion but is stated explicitly in the comprehensive book on parking structures titled: "Parking Structures - Planning, Design, Construction, Maintenance and Repair" co-authored by a previous generation of Walker principals. These tests provide critical information regarding how the concrete is holding up against the adverse effects of freeze-thaw, de-icing salt exposure etc. The tests reveal information that cannot be discerned by visual observation or sounding alone, and provide invaluable information and heavily influence the engineer's understanding of the nature and extent of the repairs required.

For these reasons we are concerned the repair protocol listed may be inadequate and determined that American Structurepoint Inc.'s project approach will include material testing during the Scope Confirmation and Concept Design Phase to more accurately ascertain the condition of the structure. With that information we would present the Village with any updates or alterations we would recommend to the repair protocol in order to keep the garage safe, usable and within economically repairable condition for years to come.

As of January 16th, the urgent repair area has not been addressed. Given that the area has been shored, parking spaces in the immediate vicinity have been closed to use and winter weather would require the areas on both Upper and Lower Levels to be enclosed and heated, **we suggest that the 'urgent' repairs be deferred and performed with the rest of the project.** This will keep the Village from paying a disproportionately higher cost for this work, provided the appearance of the shoring for several more months is acceptable to the Village. We suggest encouraging signage be installed to let users know that the structure is safe for use, but necessary repairs and improvements are in the works and will be performed later this year when the weather improves to benefit the users of the structure. Our proposed fees include addressing the 'priority' repairs as part of the anticipated overall repair program.

STANDARD AGREEMENT NOTES

With regards to the Professional Service Agreement American Structurepoint Inc. requests the following modifications to **Section 6. Standard of Services and Indemnification;** sub-section **B. Indemnification:**

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, ~~and defend~~ the Village against all damages, liability, claims, losses and expenses (including reasonable attorneys' fees) ~~to the extent caused by the negligent acts or omissions of the Consultant in~~ the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of the is Agreement.



AMERICAN
STRUCTUREPOINT
INC.








COST PROPOSAL

The following manhours and hourly rates by scope of service task/sub-task has been prepared to arrive at our project fees based on time and material estimates for similar, completed projects.

Summary

Scope Confirmation and Concept Design (our Task 1)	\$ 8,905
Flood Testing Labs	<u>\$ 3,500</u>
	\$ 12,405
Phase II Final Design (our Task 2)	\$ 28,295
Consultant Support During Bidding (our Task 3)	\$ 4,620
Meetings and Reports (our Task 4)	\$ 2,180
Allowance for Printing (if needed)	<u>\$ 500</u>
	\$ 2,680
Construction Administration (our Task 5)	\$ 31,240
Total	\$ 79,240

Hours and Fee Breakdown by Task

Miscellaneous out of pocket expenses for mileage and printing of meeting minutes, etc. is included in these hourly rates. We are assuming that progress documents and final bidding documents (project manual including front-end and technical specifications and drawings) will be electronically transmitted to the Village and bidders. We have only included an allowance for document printing for Task 5.2 in the event the regulatory agency requests paper copies of review documents.

Task 1 – Scope Confirmation and Concept Design (Schematic Design)

1. ASI will conduct an on-site review of the structure to confirm an appropriate scope of repairs and slab protection treatments to cost effectively extend the life of the structure.
2. The review will include the driveway approaches outside the footprint of the structure, the Lower Level slab, Lower Level reflected ceiling (soffit of Upper Level), Upper Level and the three stairwells.

4 hrs Bob Tober x \$250	\$1,000
4 hrs Tyler Jendra x \$200	\$ 800

3. Our review will also include concrete chloride ion testing at the Upper Level that was not performed as part of Walker's report. A critical component of a repair program to extend the service life of this and any structure located in Zone III of the United States (as defined by Publication 362 of the American Concrete Institute, where freeze-thaw and use of de-icing salts is common) is proper selection and use of slab protection treatments. Walker has proposed application of a Concrete Sealer to the Upper Level. We suspect, and intend to verify by testing, that if the chloride levels at the Upper Level are well above the threshold limit to support corrosion in the concrete, then a Concrete Sealer application is an inappropriate and insufficient surface protection treatment to properly extend the life of this structure. Please see Section 8 for an expanded discussion on this topic.

Flood Testing Laboratory costs to retrieve and test 15 concrete powder samples for water soluble chloride ion content.	\$3,500
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4. We will present our recommendations for repairs and protection treatments to most effectively extend the life of the structure.

12 hrs Tyler J x \$200	\$2,400
1 hr Ryan W x \$225	\$ 225
4 hrs Bob T x \$250	\$1,000

5. Evaluate existing electrical capacity and prepare up to three concept designs each for decorative signage and lighting. Meet with the Village economic development coordinator to review options and prepare concept(s).
6. Upon approval of the final concept, prepare all necessary materials and application for consideration by the Design Review Board.
7. Prepare a pedestrian scale lighting plan to improve the aesthetic of the lower level of the structure.

8 hrs John Rogers x \$235	\$1,880
8 hrs Marc McMahon x \$200	\$1,600

Task 2 – Final Design (Design Development and Preparation of Construction Documents)

1. ASI will prepare a drawing package including floor and reflected ceiling plans that identify the location and type of repair work to be performed. Drawings will also include specific repair details

and conceptual phasing plans based on the structure remaining open on a reduced capacity basis. Drawings will include Title Sheet, General Notes, Legends, Lower Level, Lower Level Reflected Ceiling Plan, Upper Level, Repair Detail Sheets, Lighting Plans, Signage Plans and Camera Plans.

2. Submit 50% and 95% progress prints for Village review and comment, including Cost Estimates.

50%	12 hrs Tyler J x \$200	\$2,400
	12 hrs Tim E x \$190	\$3,040
	4 hrs Ryan W x \$225	\$ 900
	4 hrs Bob T x \$250	\$1,000
	2 hr John R x \$235	\$ 470
	24 hrs Marc M x \$200	<u>\$4,800</u>
		\$12,610

95%	10 hrs Tyler J x \$200	\$2,000
	10 hrs Tim E x \$190	\$1,900
	4 hrs Bob T x \$250	\$1,000
	2 hr John R x \$235	\$ 470
	24 hrs Marc M x \$200	<u>\$4,800</u>
		\$10,170

3. Submit 100% ready for bidding drawings, specifications and Final Cost Estimate. The Village can add or provide to ASI their front end (Division 0) requirements to complete the Project Manual.

100%	6 hrs Tyler J x \$200	\$1,200
	6 hrs Tim E x \$190	\$1,140
	1 hrs Ryan W x \$225	\$ 225
	6 hrs Andrew W x \$235	\$1,410
	4 hrs Marc M x \$200	\$ 800
	4 hrs Mohammed I x \$185	<u>\$ 740</u>
		\$5,515

Task 4 – Consultant Support During Bidding

1. Participate in pre-bid meeting for project.
2. Address questions that arise during the bidding period.
3. Issue or assist Village personnel with issuance of addenda to address construction plan interpretation.

6 hrs Tyler J x \$200	\$1,200
2 hrs Tim E x \$190	\$ 380
2 hrs Bob T x \$250	\$ 500
4 hrs John R x \$235	\$ 940
8 hrs Mohammed I x \$200	<u>\$1,600</u>
	\$4,620

Task 5 – Meetings and Reports

1. Participate in a quarterly meeting with Public Works staff to provide an update on the project. Prepare and distribute meeting minutes. Attend two Village meetings to review and discuss any specific issues not covered during progress meetings.
2. Manage the regulatory agency plan submission/approval process and prepare and coordinate all required submissions, approvals, permits, etc.

4 hrs Tyler J x \$200	\$ 800
2 hrs Tim E x 190	\$ 380
4 hrs Bob T x \$250	\$1,000
Allowance for Printing Costs for Drawings (can be credited if not needed)	\$ 500

Task 6 – Construction Administration

1. We will perform field observation services on a periodic basis for the duration of the repair work to examine for conformance with the intent of the repair documents.
2. We will prepare field reports for each visit summarizing the progress of the work and issues addressed during our visit.
3. Respond to Contractor's Request for Information (RFI's).
4. Review and evaluate change order requests.
5. Review and return Contractor's submittals.
6. Review and comment on the contractor's requests for payment.
7. Conduct periodic progress meetings with the Contractor and Village representative(s).
8. Coordinate and review any special inspection or material testing requirements. It will be the Contractor's responsibility to notify the Testing Agency of the specific day and time that services are needed.
9. Communicate progress, schedule and any major project issues to the Village Project Representatives.
10. Prepare punchlist and close out the project.

88 hrs Tyler J x \$200	\$17,600
12 hrs Ryan W x \$225	\$ 2,700
24 hrs Bob T x \$250	\$ 6,000
4 hrs John R x \$235	\$ 940
20 hrs Marc M x \$200	\$ 4,000
	<u>\$31,240</u>

Hourly Rate Schedule and Multiplier

Name	Title	Hourly Rate	Multiplier	Billing Rate
Robert Tober	Project Manager	\$75.30	3.32	\$250.00
Ryan Wagner	Project Struct. Engr.	\$67.77	3.32	\$225.00
Tyler Jendra	Project Engineer	\$60.24	3.32	\$200.00
Tim Evtimov	CAD Designer	\$57.23	3.32	\$190.00
John Rogers	Elect. PM/Engineer	\$70.78	3.32	\$235.00
Andrew Walther	Elect. Engineer EOR	\$70.78	3.32	\$235.00
Marc McMahon	Elect. Proj. Engineer	\$60.24	3.32	\$200.00
Mohammed Ilyas	Elect CAD Designer	\$55.72	3.32	\$185.00

EXHIBIT C

Reference Materials for Proposal Preparation

- 1. Walker Consultants Pre-Design Condition assessment dated August 16th, 2024*
- 2. Hubbard Woods Parking Structure Maintenance Repairs Plans dated January 13, 2014*
- 3. Original 90% Plans Hubbard Woods Parking Structure Plans Dated 5-29-90*
- 4. Security Camera Coverage Plan*



Agenda Item Executive Summary

TITLE: Resolution No. R-29-2025: Waiving Bidding and Approving Employee Leasing Agreements with MGT Impact Solutions, LLC for Temporary Staffing Services (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: March 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

MGT Impact Solutions, LLC (formerly Govtemp USA, LLC) is a public-sector staffing firm that specializes in the temporary placement of positions in local government. The Village has previously utilized MGT Impact Solutions, LLC to assist with various temporary staffing needs for professional positions.

The Village has identified the need for two temporary staffing positions, as follows:

Construction Site Maintenance Officer: The development agreement for the One Winnetka project identified the need for a full-time construction site maintenance officer position. The developer for the project agreed to contribute \$30,000 to the cost of that position. Given the One Winnetka project, the Chase Bank building, the Engel & Volker project, the 808 Oak multi-family project in the Elm Street Business District and the 933 Green Bay Road commercial building in the Hubbard Woods Business District, Village staff has determined that additional assistance is warranted. Not only would this position regularly monitor these major construction sites for compliance with construction site management standards as well as approved construction logistics plans, but the position will also assist with other code enforcement items as necessary. The construction site maintenance officer will work approximately 32 hours per week, starting on March 10, 2025.

Planner : Village staff has determined that additional part-time assistance is required for planning and zoning reviews. The temporary planner will work approximately 20 hours per week, starting on April 21, 2025.

The approved FY2025 Community Development budget includes funding for the following items under Account No. 100.29.01-551, Consulting Services:

One Winnetka Compliance Inspector: \$132,500

Zoning Review Assistance - Building Permits: \$84,000

The anticipated spend on each position for the year will fall within their respective budgeted amounts.

RECOMMENDATION:

Consider approval of Resolution No. R-29-2025: Waiving Bidding and Approving Agreements with MGT Impact Solutions, LLC for Temporary Staffing Services.

ATTACHMENTS:

1. Resolution No. R-29-2025: Waiving Bidding and Approving Employee Leasing Agreements with MGT Impact Solutions, LLC for Temporary Staffing Services

RESOLUTION NO. R-29-2025

**A RESOLUTION WAIVING BIDDING AND APPROVING EMPLOYEE LEASING
AGREEMENTS WITH MGT IMPACT SOLUTIONS, LLC
FOR TEMPORARY STAFFING SERVICES**

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

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

WHEREAS, the Village desires to temporarily retain two individuals wherein one individual will perform the duties of a temporary planner and the other individual will perform the duties of a project manager ("***Temporary Staffing Services***"); and

WHEREAS, the Village desires to use MGT Impact Solutions, LLC ("***Contractor***") to provide the Village with the Temporary Staffing Services; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Temporary Staffing Services pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) enter into two agreements with Contractor for Contractor to provide the Temporary Staffing Services ("***Agreements***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Temporary Staffing Services; and (ii) enter into the Agreements with Contractor for Contractor to provide the Temporary Staffing Services;

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

SECTION 1: RECITALS. The Village Council 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, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Temporary Staffing Services.

SECTION 3: APPROVAL OF AGREEMENTS. The Village Council approves the Agreements with Contractor for the Temporary Staffing Services in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

March 4, 2025

R-29-2025

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 Agreements after receipt by the Village Manager of two executed copies of the final Agreements from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreements from Contractor, within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreements 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 by the vote of two-thirds of the Trustees.

ADOPTED this 4th day of March, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

March 4, 2025

R-29-2025

EXHIBIT A

Agreements

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by MGT Impact **Solutions, LLC** and the **VILLAGE OF WINNETKA** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

RECITALS

The Client desires to lease certain employees of MGT to assist the Client in its operations and MGT desires to lease certain of its employees to the Client on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client hereby agrees to engage the services of MGT to provide, and MGT hereby agrees to supply to the Client, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Assigned Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Assigned Employee shall fill at the Client and shall further identify the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both MGT and the Client. MGT shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee, such request shall not be unreasonably withheld by GovTemps. The Parties hereto understand and acknowledge that the Assigned Employee shall be subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT shall have no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT shall, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and Illinois law and MGT's standard payroll practices. MGT shall withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. MGT shall timely forward all deductions to the appropriate recipient as required by law. The Client hereby acknowledges that MGT may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT shall maintain and administer workers' compensation, safety and health programs. MGT shall maintain in

effect workers' compensation coverage covering all Assigned Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. MGT shall provide Assigned Employee those employee benefits fully identified on **Exhibit B** hereto. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement. The Client shall not have any obligation to provide any employee benefits or to offer participation in any employee benefit plan to the Worksite Employee.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT shall maintain complete records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Worksite Employee, shall retain control of such records at such MGT location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws and to the Client upon the Client's reasonable request.

Section 2.05. Other Obligations of GovTemps. MGT shall be responsible for compliance with any federal, state and local law that may apply to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee shall be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. As part of the employee leasing relationship, the Client hereby covenants, agrees and acknowledges:

(a) The Client shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee or to his or her place of work. The Client agrees to comply, at its expense, with all health and safety directives from MGT internal and external loss control specialists, MGT workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule. MGT and MGT insurance carriers shall have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. In no way shall MGT rights under this paragraph affect the Client's obligations to the Worksite Employees under applicable law or to MGT under this Agreement;

(b) With respect to the Assigned Employees, the Client shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Client shall retain the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client shall not have the right to remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01, provided MGT shall not unreasonably refuse to provide such written agreement;

(e) The Client agrees that the Client shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Client shall report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If an Assigned Employee is injured in the course of performing services for the Client, the Client and MGT shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. The Client shall have no obligation to make available a light duty work assignment for the Worksite employee;

(g) The Client shall report all on-the-job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client hereby agrees to pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. MGT may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. MGT may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided such changes in employer benefit contribution amounts apply broadly to all MGT employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, MGT shall provide the Client a written invoice for the fees owed by the Client pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Client shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum,

the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client shall provide MGT with one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Client shall maintain in effect automobile liability insurance which shall insure the Worksite Employee, MGT and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, MGT shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period. MGT unreasonable failure to remove an Assigned Employee upon request of the Client shall constitute a material breach of MGT's obligation under this Agreement.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Client shall not solicit, request, entice or induce Assigned Employee to terminate his or her employment with MGT nor shall the Client hire Assigned Employee as an employee.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for any damages in any action at law. Accordingly, the Client understands and agrees that MGT shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Client also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the MGT may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of MGT's breach of its obligations under this Agreement, (b) related to the actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of MGT or any of the MGT Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Client or any of the Client Parties. Notwithstanding the foregoing, the Client shall have no obligations to the MGT Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT provision of Assigned Employee to the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By 
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTIVE DATE: March 10, 2025


CLIENT

By: 
Name: Robert M. Bahar
Title: Village Manager

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to Client:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attn: Ann Eriksson
847-716-3546 - aeriksson@winnetka.org

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state; except the law of conflicts.

Section 8.14. No Third-Party Beneficiary. This Agreement is for the benefit of MGT and the Client only and no other person or entity shall have any rights under this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than MGT and the Client any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Mike Reynolds

POSITION/ASSIGNMENT: Project Manager

POSITION TERM: March 10, 2025 – December 31, 2025

Upon mutual agreement of both parties, the agreement may be extended to January 30, 2026.

BASE COMPENSATION: \$94.25/hour. Employee's work hours will vary but is expected to average 32 hours/week. Specific work schedule will be determined between the client and the employee. Employee shall report work hours to MGT and the client at the end of the work week.

OTHER: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT:

By: _____

By: _____

Date: 2/17/2025

Date: 2/13/2025

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

Not applicable.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by MGT Impact **Solutions, LLC** and the **VILLAGE OF WINNETKA** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

RECITALS

The Client desires to lease certain employees of MGT to assist the Client in its operations and MGT desires to lease certain of its employees to the Client on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

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Section 1.02. Independent Contractor. MGT is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT shall have no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

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Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT shall maintain and administer workers' compensation, safety and health programs. MGT shall maintain in

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(b) With respect to the Assigned Employees, the Client shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Client shall retain the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client shall not have the right to remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01, provided MGT shall not unreasonably refuse to provide such written agreement;

(e) The Client agrees that the Client shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Client shall report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If an Assigned Employee is injured in the course of performing services for the Client, the Client and MGT shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. The Client shall have no obligation to make available a light duty work assignment for the Worksite employee;

(g) The Client shall report all on-the-job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by employee or employee's representative.

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Section 3.01. Fees. The Client hereby agrees to pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. MGT may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. MGT may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided such changes in employer benefit contribution amounts apply broadly to all MGT employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, MGT shall provide the Client a written invoice for the fees owed by the Client pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Client shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum,

the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client shall provide MGT with one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Client shall maintain in effect automobile liability insurance which shall insure the Worksite Employee, MGT and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, MGT shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period. MGT unreasonable failure to remove an Assigned Employee upon request of the Client shall constitute a material breach of MGT's obligation under this Agreement.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Client shall not solicit, request, entice or induce Assigned Employee to terminate his or her employment with MGT nor shall the Client hire Assigned Employee as an employee.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for any damages in any action at law. Accordingly, the Client understands and agrees that MGT shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Client also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the MGT may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of MGT's breach of its obligations under this Agreement, (b) related to the actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of MGT or any of the MGT Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Client or any of the Client Parties. Notwithstanding the foregoing, the Client shall have no obligations to the MGT Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT provision of Assigned Employee to the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to Client:

Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093
Attn: Ann Eriksson
847-716-3546 - aeriksson@winnetka.org

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.14. No Third-Party Beneficiary. This Agreement is for the benefit of MGT and the Client only and no other person or entity shall have any rights under this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than MGT and the Client any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTIVE DATE: April 21, 2025

CLIENT

By: _____
Name: Robert M. Bahan
Title: Village Manager

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: John Kalmar

POSITION/ASSIGNMENT: Temp Planner

POSITION TERM: April 21, 2025 – December 31, 2025
Upon mutual agreement of both parties, the agreement may be extended to January 30, 2026.

BASE COMPENSATION: \$84.01/hour. Employee's work hours will vary but are expected to average 20 hours/week. Specific work schedule will be determined between the client and the employee. Employee shall report work hours to MGT and the client at the end of the work week.

OTHER: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT:

By: _____

By: _____

Date: _____

Date: 2/13/2025

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

Not applicable.



Agenda Item Executive Summary

TITLE: Approval of Annual Outdoor Seating Area Permits

PRESENTER: Liz Dechant

AGENDA DATE: March 4, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

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

EXECUTIVE SUMMARY:

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

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

Additional applicants have submitted their 2025 Outdoor Seating Area Permit Applications and are currently under review.

RECOMMENDATION:

Consider approval of the 2025 Outdoor Seating Area Permit applications, pending final insurance certificate and table layout approval by the Village.

ATTACHMENTS:

1. Village Council Approval Outdoor Seating Licenses 3.4.2025

Licensee	Business Address	License Number
501 Local	501 Chestnut Street	1
At Properties	30 Green Bay Road	2
Corner Banh Mi	561 Lincoln Ave	3
Deep Purpl Empinadas	552 Lincoln Ave	4
Fiz & Pop	566 Chestnut Ct	5
Fred's Garage	574 Green Bay Road	6
Good Grapes - Sidewalk	821 Chestnut Ct	7
HeART Studio	964 Green Bay Road	8
Hometown Coffee and Juice	749 Elm Street	9
La Taquiza	566 Chestnut St	10
Little Honeycomb	540 Lincoln Ave	11
Noah's Ark	831 Elm St	12
Once Upon A Bagel	1050 Gage St	13
Peet's Coffee	817 Elm Street	14
Sara Campbell	563 Lincoln Ave	15
Spirit Elephant	924 Green Bay Rd	16
Stacked and Folded	551 Lincoln Ave	17
Towne and Oak	921-23 Green Bay Rd	18
True Juice	542 Chestnut St	19



Agenda Item Executive Summary

TITLE: Resolution No. R-24-2025: Rejecting all Bids, Waiving Bidding and Approving an Agreement with Honeywell International, Inc. DBA Elster Solutions, LLC for Advanced Metering Infrastructure (Adoption)

PRESENTER: Nicholas Narhi, Tim Sloth

AGENDA DATE: March 4, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

Included in the five-year Capital Improvement Plan (CIP) is the Advanced Metering Infrastructure program (AMI). On June 7th, 2022, the Village Council approved a Professional Services Agreement with Power System Engineering (PSE) to develop a budgetary cost estimate for the five-year CIP. Staff presented the proposed AMI project costs as a part of the FY 2023 annual budget presentation in October 2022, with the costs being allocated across the General Fund, Water Fund, and Electric Fund over a three-year period.

At the Council's request, and in consideration of the full budget implications, the AMI project was deferred from the 2023 Budget. At the May 9, 2023, Council study session staff presented the rationale and approach for an AMI deployment. In November 2023, the Council approved the inclusion of the AMI project in the FY 2024 Budget, with the costs being allocated across the General Fund, Sanitary Sewer Fund, Water Fund, and Electric Fund.

In January 2024, the Village released an RFP for the design and deployment of a turn-key AMI system. With all the elements being fully considered, staff believe the best solution is the turn-key offering from Honeywell. In consultation with the Village Attorney, staff have diligently prepared the 15-year contract and all supporting documentation for Council's consideration.

EXECUTIVE SUMMARY:

The total proposed project, including capital, initial software costs, the customer portal, and project implementation consulting services, is anticipated to cost \$4,518,418 over the next two years. In addition to the upfront capital costs, there are annual recurring software and cellular fees of \$67,397 a year. The total 15-year cost of an advanced AMI system is estimated at \$5.39 million. With the implementation of AMI, there will also be offsets to the budgeted costs in the form of increased revenue, staffing efficiencies (including reduced overtime), reduced vehicle expense, and equipment savings. The 15-year total of the budget offsets is calculated at \$5.99 million. Netting the budget offsets against the increased costs, the calculated total budget savings over the next 15 years are \$604,439.

The Village included this project in the 2025-2029 5-Year Capital Improvement Plan at a total budget

of \$4.2 million spread across multiple funds between 2025 and 2026.

The Capital portion of the project totals \$4,155,277.90 and is in line with the approved 2025 Budget and 5-Year CIP.

This report provides technical details on the Advanced Metering Infrastructure (AMI) project along with more detail on the financial projections and funding mechanisms. The following report represents staff's thorough analysis and recommendations on the AMI project.

RECOMMENDATION:

Based on the staff's thorough review of the proposed solution, overall project cost and benefits to the Village as a whole, staff recommend that the Village Council consider awarding the contract Resolution No. R-24-2025 for the AMI Deployment to Honeywell International Inc.

ATTACHMENTS:

1. Agenda Report: Advanced Metering Infrastructure (AMI) Deployment
2. Resolution No. R-24-2025: Rejecting all Bids, Waiving Bidding, and Approving Agreement with Honeywell for AMI
3. Winnetka Honeywell MSA Attachments

Agenda Item Staff Report

Title: Advanced Metering Infrastructure (AMI) Deployment

Presenter: Nicholas Narhi, Director of Water & Electric
Timothy Sloth, Director of Finance

Agenda Date: March 4th , 2025

Item History:

Included in the five-year Capital Improvement Plan (CIP) is the Advanced Metering Infrastructure program (AMI). On June 7th, 2022, the Village Council approved a Professional Services Agreement with Power System Engineering (PSE) to develop a budgetary cost estimate for the five-year CIP, developing bid specifications to procure related metering technology and services for the AMI deployment, assisting the Village in evaluating bids from vendors and making recommendations based on industry knowledge, managing the new meter technology deployment, and assisting the Village in obtaining grant funding for the project, among other activities.

With PSE's assistance, staff presented the proposed AMI project cost as a part of the FY 2023 annual budget presentation in October 2022, with the costs being allocated across the General Fund, Water Fund and Electric Fund over a three-year period. At Council's request, and in consideration of the full budget implications, the AMI project was deferred from the 2023 Budget and shifted into future years, pending further Council discussion in 2023.

On the May 9, 2023 Council study session staff presented the rationale and approach for an AMI deployment. As mentioned in that report, nearly all municipalities and utilities in the surrounding area have moved to some form of advanced metering to improve efficiency, system accuracy, advanced leak detection and customer service. In November 2023, the Council approved the inclusion of the AMI project in the FY 2024 Budget, with the costs being allocated across the General Fund, Sanitary Sewer Fund, Water Fund, and Electric Fund.

In January of 2024, the Village released an RFP for the design and deployment of a turn-key AMI system. Responses were collected and evaluated in the spring, with presentations to Water & Electric and Finance staff occurring in May of that year. Of the five proposers, four were invited to make presentations. After the presentations, PSE assisted staff in further evaluating the AMI solutions. Shortlisted vendors included Honeywell, Wesco (Tantalus) and Core & Main (Sensus.) A thorough assessment evaluated the following:

- If the solution meets existing functional and technical requirements
- Pricing
- Simplicity of the system

- Coverage/read success commitment
- Project management and training
- Ease of use and data retention
- Ease of doing business with vendors
- Integration of existing systems and methods
- Long-term life expectancy.

With all the elements being fully considered, staff believe the best solution is the turn-key offering from Honeywell. In consultation with the Village Attorney, staff have diligently prepared the 15-year contract and all supporting documentation for Council's consideration.

Current System and Progression of Technology:

The current meter reading system is entirely manual. In each 2-month billing cycle, the Village reads approximately 5,100 electric meters and 4,300 water meters and bills approximately 5,400 customers for electric (including tax, and a power cost adjustment), water, sanitary, , stormwater, and/or refuse/yard waste usage. The meter readers input readings directly into an application for Smart Phone Meter Reading (SPMR) on their Village issued phones. Those readings are then imported in Tyler New World's Utility Management module. Once the readings are complete and verified, and the billing file is ready to be issued, the Utility Billing Clerk sends the billing file to Third Millennium, the third-party vendor currently used for printing and mailing utility bills.

The original vintage of electric meters consisted of electromechanical components to measure the kilowatt-hours (kWh) used by customers. Customer consumption caused a metal dial to spin in the meter, with the usage being tracked by an odometer style register. Manual door-to-door readings of these registers every month provided the data necessary to charge customers for electricity. In the 1980s, advances in one-way wireless communication allowed for drive-by meter readings where a meter reader in a vehicle could quickly capture reads without going door-to-door. Towards the 1990s, the industry started moving towards digital meters which had no moving parts and allowed for even more robust wireless communication, known as Automated Meter Reading (AMR.) By 2000, the first generation of Advanced Metering Infrastructure (AMI) technology started to be deployed, which allowed for two-way communications with smart meters, more precise consumer interval data and the first implementation of Outage Management Systems (OMS.) Currently, the Village's electric meters are predominantly digital meters, although they are still read manually and not by an AMR or AMI system. There are still some mechanical meters on the system at residences where the meter is in a basement or garage. These meters require a wired touchpad to be read manually, similar to our existing water meters. AMI would alleviate the need for bringing a wired signal to the exterior.

The second generation of AMI technology came about in 2010, which ushered in improvements to create what has since been called the “Smart Grid.” Outage notifications were improved, leading to more robust OMS systems for utilities. Distribution Automation (DA) was also made a reality around this time. DA systems utilize meter data to communicate with the broader electric distribution system, allowing for the system to automatically reconfigure and “self-heal” itself in the event of a disturbance on the grid. Around this time, utilities started offering web portals for customers to view their consumption in more detail rather than the simple register reads offered by legacy systems. Utilities also started implementing Demand Side Management (DSM) systems, where customers opt in to allow the utility to control devices in their homes to reduce electric consumption on a large scale in response to pressures on the macro electric system.

This current technology has improved to the extent that the industry is now calling it the Third Generation of AMI. Third generation AMI is offering increased resiliency through improvements in OMS, DA and DSM systems. Utilities are realizing benefits from the increased access to data as the electric landscape shifts around them. Increased electrification of appliances, homes and vehicles is adding load to the grid that utilities need to appropriately manage to ensure system reliability. Utilities are also faced with the increased adoption of distributed generation (DG) such as solar, which introduces non-typical power flows and dynamics on the system that AMI will help manage.

AMI for Village Utilities

By electing to pursue the deployment of the latest generation of AMI in the Village, staff is seeking to modernize our systems and processes to prepare us for the challenges that lie ahead. The two largest Investor-Owned Utilities (IOUs) in the state, Commonwealth Edison, and Ameren, have fully deployed AMI systems. Among other IMEA/IMUA electric utilities in northern Illinois, Winnetka is in the minority of municipalities to still utilize door-to-door electric meter reading. In comparison to our northern Illinois water utility neighbors (communities within a ten-mile radius,) Winnetka is the only utility to read water meters manually.

After the Village executes the contract with Honeywell, work can begin on procuring meters and any hardware or software required for system implementation. Supply chain issues have the potential to lengthen the overall AMI deployment. Regardless, immediately after contract execution it would be the goal of staff to start off with a small deployment of electric and water meters on the system. A start up deployment helps develop the system and allows for testing of the communications and software necessary to properly transmit the water and electric meter data. Full meter deployment across the entire system would most likely be handled by an outside contractor. Most of the electric meters, those not inside structures, can be changed without disruption to the customers. Replacement of the water meters on the system will require scheduling appointments with individual customers. This service is

typically handled by the contractor with Village oversight. At this time , staff is projecting a total three-year rollout for the full meter deployment.

There are several benefits residents will realize from deployment of the AMI system and are as follows:

Customer Service Improvements

- Eliminate bill estimating and provide more clarity to customers.
- Faster identification of customer-side water service leaks.
- Automated move-in/move-out/final readings
- Remote disconnect/reconnect of electric service.
- Reduced intrusion for the purposes of accessing meters.
- Improved power quality (blink vs. outage) management.
- Better customer bill understanding/education through more precise data and reporting capabilities.
- Quick response and low impact to customers in resolving issues (Ex. high bill complaints)
- Implementation of an outage management system (OMS) to improve response times and customer service in the event of a system disturbance
- Ability to implement demand response (DR) if sought by the community.
- Improved access to near-real-time customer consumption data

The benefits to the Water and Electric Utilities are as follows:

Electric System Modernization & Improvements

- Ability to monitor transformer loading real time to monitor for overloaded transformers and protect valuable assets
- Ability to implement a Distribution Automation (DA) system, allowing for the system to automatically reconfigure and “self-heal” itself in the event of a disturbance on the grid.
- Ability to realize cost savings on the distribution system through Conservation Voltage Reduction (CVR.)
- Ability to analyze interconnected solar customer output onto the distribution system to maintain reliability.
- Increased insight into power system flow characteristics on the system and the potential to optimize how load is distributed across Winnetka’s electric grid.
- Greater detail into customer consumption trends for the purposes of rate making.
- Detection of potential back feeding through the meter during outage events.
- Flag suspected theft or meter tampering

Water System Modernization & Improvements

- Assist with pressure management and help determine possible leaks which are of value to the customer.

- Decrease in unaccounted water loss through the improved accuracy of meters.
- Potential remote disconnect/reconnect options and alerts to identify potential theft.
- Greater detail into customer consumption trends for the purposes of rate making.

Financial Efficiencies

- Realize increased water revenue through higher meter accuracy and faster detection of leaks on the customer side of the meter.
- Eliminate dispatching a lineman for turn-on/turn-off of electric service.
- Staffing efficiencies realized by automation.

RFP Evaluation

Of the original five proposals received, four presented their solutions to staff and three vendors made it through to the next phase in the review process. and included Honeywell, Wesco (Tantalus) and Core & Main (Sensus.) Respondents had the option to propose either an own & operate (O&O) solution or a Software as a Service (SaaS) solution. Staff are recommending a cloud-based SaaS solution as it will provide for more timely system updates included in our long-term contract, as opposed to managing that hardware and software on an internal Village server.

The rankings below for each category are on a scale of 1 – 7 of the original seven proposed solutions, with 1 being the highest ranking (best) and 7 being the lowest ranking. The overall total raw score shown below is on a scale of 1-10 and utilizes the weighted averages of each category scored on a 1-10 scale.

Rank: Lower Number = Best Vendor	Weight	Core & Main (Sensus) - SaaS Only	Honeywell - SaaS	Honeywell - O&O	WESCO (Tantalus) - SaaS	WESCO (Tantalus) - O&O
Meets existing functional and technical req. - All Options Average	10%	4	1	1	5	5
Pricing	5%	5	4	3	6	7
Simplicity of the system (deployed network equipment)	5%	5	1	1	5	5
Coverage/read success commitment	15%	1	1	1	1	1
Project management and training	15%	6	3	3	1	1
Ease of use (software and hardware) and data retention	10%	6	4	7	2	2
Scalability for non-meter reading programs (DR, theft,	5%	4	5	5	1	1

outage, restoration, etc.)						
Ease of doing business with vendor (contracting/SAT/SOW)	5%	2	6	6	3	3
Integration to existing systems and method	15%	1	1	1	1	1
Long-term life expectancy	15%	1	2	2	4	4
100%						
Raw Total Score (Weighted Avg of Categories on 1-10 Scale)		7.69	7.91	7.83	7.73	7.68
Total Rank		4	1	2	3	5
Total project Up Front Cost (2 Year Deployment)		\$3,542,000	\$4,518,418	\$4,363,000	\$5,433,000	\$5,429,000
Total recurring fees (15 years)		\$2,105,000	\$876,159	\$753,000	\$1,007,000	\$936,000
Total 15 Year Cost Estimate		\$5,647,000	\$ 5,394,577	\$5,116,000	\$6,440,000	\$6,365,000

In August 2024, Winnetka W&E and Finance Staff performed a reference check with SECO Energy regarding their AMI Deployment with Honeywell. SECO Energy, based in Sumterville, FL, is a not-for-profit electric cooperative providing electric service to over 240,000 members or roughly 500,000 consumers. Staff from SECO provided positive feedback about their deployment with Honeywell, which utilized the cellular technology proposed for Winnetka. The reference check left Winnetka staff with a positive impression of the system and provided some insights into “lessons learned” from SECO that led to positive changes enshrined in the contract. Such changes included: guarantees on timeliness of customer service support, clarity on number of meter exchange attempts, guarantees on meter delivery, procurement of meters for life after deployment and firm language around damages from non-performance.

Honeywell Solution

Honeywell is a multinational conglomerate based in Charlotte, North Carolina. Founded in 1906, it is known for its diverse range of products and services across various sectors, including aerospace, building technologies, industrial automation, and energy & sustainability solutions. They have developed innovative smart metering technologies that help utilities and consumers optimize energy usage. Their products aim to enhance data accuracy and allow for real-time monitoring of energy consumption. The focus on creating sustainable solutions and enhancing efficiency through automation and smart technologies has made them a prominent name in the electric metering sector.

An advantage of the Honeywell solution is the communication means for the meters. Honeywell is offering a 100% CAT-M1 cellular technology for the ~9,300 meters on the system. Per a propagation study performed by Honeywell, Verizon and AT&T have coverage for all 9,300 meters. The electric meters have a cellular modem built in and are powered via

the electric service. The water meters require a separate wired cellular module attached to the meter. The water module is approximately the same size as a AT&T or Comcast service box and can either be mounted on the exterior or interior of a structure, so long as coverage is maintained. This module has up to a 20-year battery life depending on the read rate.

The Honeywell cellular solution operates in a licensed spectrum with an agreement in place until 2045. Meter information is transmitted on the system with carrier-grade encryption and cybersecurity measures. Data from the meters uses less bandwidth than a text message and operates in a part of the wireless spectrum that should not experience interference from voice or phone data. The overwhelming advantage of this solution is the fact that the Village would not need to install any additional network infrastructure on our system. Solutions proposed by other vendors included a 'mesh' system that required antenna mounted throughout the Village as well as a hardwired fiber backbone to bring the data back to the servers. This would have added significant cost to the project. Cellular also allows for a reliable method of collecting meter data from the unincorporated parts of our service territory (Indian Hill, Woodley Rd, etc.) where the Village would not have rights to mount antenna or run fiber and therefore a mesh system could struggle to provide coverage.

The system is designed and expected to be fully integrated with the Village's current billing system. The Honeywell platform also includes an interface to additional systems, and these include:

- 3rd Party Installation Service Work Order Management System (WOMS)
- Tyler New World (CIS / Billing / ERP)
- Milsoft Engineering Analysis (EA)
- Accelerated Innovations MyMeter (Customer Portal – as provided by Honeywell in the RFP)
- Survalent (SCADA Electric and Water)
- Esri ArcGIS Online (Mapping)

The integrations are included in the statement of work and will be led by the Honeywell project management team with the assistance of the Village.

Additionally, there is no hardware needed to be added to support the AMI software or integrations internally at the Village. The Honeywell system will be offered as a SaaS (Software as a Service). This allows for the Village to forgo regular upgrades to the software, databases, cybersecurity, daily and incremental disaster recovery backups, and other IT support related services required to keep the software running. The SaaS service is a yearly fee and is renewed each year. The SaaS offering also includes 3-years' worth of interval readings for metering data.

The proposed contract with Honeywell will be governed by the Master Services Agreement (MSA) and associated appendices. The highlights of the contract are as follows:

- 15 Year SaaS Agreement in place
- Pilot meter deployment in year 1
- Mass meter deployment in years 1 - 2
- Ongoing system support throughout the contract
- Guaranteed Data storage for 3 years on a rolling basis
- Access to *Honeywell Facts BI* business intelligence suite
- 99.5% on-demand read success and 100% read success within three days

Budget Impact

The total proposed project including capital, initial software costs, the customer portal, and project implementation consulting services is anticipated to cost \$4,518,417.75 over the next two years. In addition to the upfront capital costs there are annual recurring software and cellular fees of \$67,397 a year. The total 15-year cost for an advanced AMI system is estimated at \$5.39 million.

With the implementation of AMI there will also be offsets on the budgeted costs in the form of increased revenue, staffing efficiencies (including reduced overtime), reduced vehicle expense and equipment savings. The 15-year total of the budget offsets is calculated at \$5.99 million. Netting the budget offsets against the increased costs the calculated total Budget Savings over the next 15 years are \$604,439.

Village of Winnetka - Estimated 15-Year Budget Savings / Payback Analysis

Cost Component	2025	2026	2027	2028 - 2039	Total 15-Year
<u>Capital</u>					
Equipment	300,628	2,662,875	-	-	2,963,503
Installation	<u>38,075</u>	<u>1,153,700</u>	<u>-</u>	<u>-</u>	<u>1,191,775</u>
Subtotal - Capital	\$ 338,703	\$ 3,816,575	\$ -	\$ -	\$ 4,155,278
<u>Operating</u>					
Recurring Fees	10,108	39,729	39,729	476,748	566,314
Customer Portal	-	76,543	27,668	332,016	436,227
AMI Software	124,710	-	-	-	124,710
Consulting Services	<u>72,833</u>	<u>39,217</u>	<u>-</u>	<u>-</u>	<u>112,050</u>
Subtotal - Operating	\$ 207,651	\$ 155,489	\$ 67,397	\$ 808,764	\$ 1,239,301
Total Estimated Costs	\$ 546,354	\$ 3,972,064	\$ 67,397	\$ 808,764	\$ 5,394,579
Budget Offsets	2025	2026	2027	2028 - 2039	Total 15-Year
Increased Revenue	-	33,500	33,500	402,000	469,000
Staffing Efficiencies	-	137,030	283,651	4,286,837	4,707,518
Overtime Savings	-	5,000	10,000	120,000	135,000
Meter Reading Contract	-	30,000	30,000	360,000	420,000
Equipment Savings	-	100,000	-	100,000	200,000
Vehicle Maintenance / Fuel	<u>-</u>	<u>2,500</u>	<u>5,000</u>	<u>60,000</u>	<u>67,500</u>
Total Estimated Offsets	\$ -	\$ 308,030	\$ 362,151	\$ 5,328,837	\$ 5,999,018
Total 15-Year Budget Savings:					\$ 604,439
Payback Period:					13.55 Years

Project Funding

The Village included this project in the 2025-2029 5-Year Capital Improvement Plan at a total budget of \$4.2 million spread across multiple funds between 2025 and 2026.

5 - Year Capital Improvement Plan						Total 5-Year CIP
Fund	2025	2026	2027	2028	2029	
Water	1,025,000	425,000	-	-	-	1,450,000
Sanitary Sewer	1,050,000	250,000	-	-	-	1,300,000
Electric	425,000	475,000	-	-	-	900,000
Finance (W&E)	250,000	300,000	-	-	-	550,000
	\$ 2,750,000	\$ 1,450,000	\$ -	\$ -	\$ -	\$ 4,200,000

The capital portion of the project totals \$4,155,277.90 and is in line with the budget presented above.

The rate structure for the impacted utility funds approved during the 2025 budget presentation anticipated a portion of future expenses related to the AMI project beginning in 2025. As in previous years, staff will analyze the 5-year capital plan, along with projected operating costs and available cash reserves and recommend utility rates as part of the 2026 Annual Budget.

Expenditures incurred by the General Fund are anticipated to be paid within the current tax and fee structure utilizing accumulated fund balance. A significant portion of budgeted offsets including staffing efficiencies will positively impact the General fund while the recurring operating costs for the software licenses and cellular services will be charged to the Information Technology fund.

Impact to General fund – Staffing Efficiencies

The Village employs two full-time meter readers. With the implementation of the AMI project, the meter reader position will be redundant and can be eliminated. This will provide approximately \$4.7 million in savings for the General Fund over the next 15 years. At the May 9th, 2023, Council study session, Council supported our plan to not lay off the meter readers. Rather than resorting to layoffs, Human Resources has worked with the two impacted employees to identify other positions of interest within the Village that match their current skill level. We have also worked with the impacted employees to identify necessary training (ex. CDL) so that they will be fully qualified to take their new roles when the meter reader position is fully phased out. We anticipate being in position to phase out both positions by the 2027 budget year.

In addition to the two full-time meter reader positions the Village currently budgets \$25,000 a year for additional contracted meter reading support. This additional support allows us to continue gathering meter reads and avoid estimated bills during times when the full-time employees are taking scheduled time off or out sick. We did not factor in the elimination of this contract in our budget savings as we anticipate there could still be the need for some level of onsite meter readings, service appointments or other unanticipated contracted services post AMI implementation. If we determine that this \$25,000 budget can be released it would provide an additional \$375,000 in savings to the General Fund over the 15-year period and reduce the payback period to just under 13 years.

Recommendations:

Based on staff's thorough review of the proposed solution, overall project cost and benefits to the Village as a whole, staff is recommending that the Village Council consider award of the contract for the AMI Deployment to Honeywell International Inc.

RESOLUTIO NO. R-24-2025

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING AND
APPROVING AN AGREEMENT WITH HONEYWELL INTERNATIONAL, INC. DBA
ELSTER SOLUTIONS, LLC
FOR ADVANCED METERING INFRASTRUCTURE**

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

WHEREAS, in January 2024, the Village issued a Request for Proposal 024-002A (***“Request for Proposals”***) for a complete turn-key solution for an Advanced Metering Infrastructure (AMI) system, which AMI system includes supply of an AMI network, electric meters, water modules, water meters, water and electric meter exchange, and management (***“Services”***); and

WHEREAS, the Village received five proposals (***“Proposals”***) from bidders to provide the Services; and

WHEREAS, all bidders took exception to terms in the Request for Proposals and, thus, the Proposals were deemed non-responsive to the Requests for Proposals; and

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

WHEREAS, the Village invited four bidders to make presentations to the Village regarding their Proposals for the Services; and

WHEREAS, the Village evaluated the Proposals based on various factors including but not limited to, existing functional and technical requirements, pricing, simplicity of the proposed AMI system, coverage and success commitment, project management and training, ease of use and data retention, ease of doing business, integration to existing systems and method, and long-term life expectancy; and

WHEREAS, after a thorough review, the Village determined that Honeywell International, Inc. dba Elster Solutions, LLC (***“Contractor”***) is the preferred vendor for the Services; and

WHEREAS, the Village negotiated a favorable rate and reasonable contract terms from Contractor for the procurement of the Services; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the procurement of the Services in an amount not-to-exceed \$5,282,529, pursuant to the terms of the agreement attached hereto as **Exhibit A** and, by this reference, made a part of this Resolution (***“Agreement”***); and

March 4, 2025

R-24-2025

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

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

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

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

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

SECTION 4: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

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

[signature page follows]

ADOPTED this 4th day of March 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA
CONTRACT FOR THE
AMI System Master Turnkey Supply Agreement between the Village of
Winnetka and
AMI Vendor

Contract Number: [024-002A]

**VILLAGE OF WINNETKA
CONTRACT FOR THE
AMI System Master Turnkey Supply Agreement between the Village of
Winnetka and
AMI Vendor
Contract Number: [024-002A]**

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093, an Illinois home rule municipal corporation ("*Owner*" or "*Purchaser*"), and Elster Solutions, LLC with its principal place of business located at 208 South Roger Lane, Raleigh, NC 27610 ("*Contractor*" or "*Supplier*"), make this Contract as of February 4, 2025, (the "*Effective Date*") and hereby agree as follows:

Recitals

A. Owner owns and operates a municipal electric and water utility system, serving approximately 5,100 electric meters and 4,300 water meters in Winnetka, Illinois.

B. Owner desires to purchase and obtain from Supplier, and Supplier desires to provide to Owner, a turnkey Advanced Metering Infrastructure (AMI) system ("*System*"), meter exchange, warehousing, disposal of replaced electric meters, and associated maintenance services for the System, as more fully described below and in the Attachments to this Agreement.

For and in consideration of the foregoing Recitals and the mutual promises, terms, conditions and warranties, set forth herein, Purchaser and Supplier, hereby agree as follows:

1 ARTICLE I: TERM AND CONDITIONS

1.1 Term and Definitions

This Agreement is effective for a period of 15 years from the Effective Date. Thereafter, this Agreement shall automatically renew from year to year (each year, a "*Renewal Term*"), unless terminated as follows: (i) by either Party providing prior written notice to the other Party at least 60 days before expiration of the Term or a given Renewal Term; or (ii) in accordance with Section 2.13 herein.

The terms listed below are defined as follows:

The term "Agreement" means this Master Purchase, License and Services Agreement, including all Attachments and Statements of Work, which is by and between Purchaser and Supplier. In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document must be enforced in the following order of descending priority:

- i. Any amendment to this Agreement;
- ii. The body of this Agreement;
- iii. Documents in response to Purchaser's Request for Proposal to said Response and its Attachments:
 - a. Attachment A AMI, Customer Portal, and Meter Exchange Requirements
 - b. Attachment B Pricing Schedule and Bill of Materials
 - c. Attachment C Payment Schedule
 - d. Attachment D-1 AMI Initial System Acceptance Test (ISAT)
 - e. Attachment D-2 Customer Portal System Acceptance Test (SAT)
 - f. Attachment E AMI Final System Acceptance Test (FSAT)
 - g. Attachment F-1 Data Flow and Interfaces
 - h. Attachment F-2 Interface Summary and System of Truth
 - i. Attachment F-3 Multispeak Use Cases
 - j. Attachment G Responsibility Summary
 - k. Attachment H Supplemental Schedule of Contract Terms
- iv. The preliminary Statement of Work (installation and supply) documents as reviewed and accepted by both parties:
 - a. Attachment K Statement of Work - AMI
 - b. Attachment L Statement of Work - Electric Meter Exchange
 - c. Attachment M Statement of Work – Customer Portal
- v. Software and support documents as reviewed and accepted by both parties:
 - a. Attachment S-1 Maintenance and Support Agreement - AMI
 - b. Attachment S-2 Maintenance and Support Agreement – Customer Portal
 - c. Attachment T-1 Software License Agreement – AMI

The term "Annual Maintenance Fee" means annual fees relating to Software, System Support, and Equipment maintenance and support Services including, but not limited to those Services described in Attachment S-1, S-2, T-1 the Maintenance and Support Agreement and priced in Attachment B.

The term "AMI" means an Advanced Metering Infrastructure, as further determined in this Agreement, including any and all Attachments hereto.

The term "Available Meter Locations" means a meter that is accessible at member's or consumer's meter location and physically accessible by the installation crew.

The term "Collector" means Supplier two-way radio collector that transmits data between the Meters/Modules, and the data center.

The term "Consultant" shall include Power System Engineering, Inc., acting as advisor, agent, and consultant to Purchaser on engineering matters relating to this Agreement.

The term "Coverage Commitment" means an operable, ongoing two-way radio reception/transmission connection 24 hours per day, seven days a week, in all weather conditions that allows (a) 99 percent of the installed base of active Meters/Modules and Endpoints to be read at any given point in time, and (b) 99.5 percent of Meters/Modules and Endpoints to be read within a rolling three-day billing cycle; excluding only (w) non-reporting Meters/Modules and Endpoints found to be in failure due to Purchaser-side problems outside Supplier's reasonable control (e.g., meter tampering, a damaged Meter or Endpoint, or a damaged transformer); (x) a Force Majeure (as defined in Section 8.9 of this Agreement) event; (y) transmission and service area limitations, such as interruptions and individual dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, governmental regulations, or other conditions or activities affecting wireless service operation, or (z) where such transmission and service, due to said limitations in (x), a wireless service requires to be provided by a third-party roaming carrier through separate agreements.

The term "Coverage Commitment Term" shall mean five years from the date that 95 percent of the Endpoints required by this Agreement have achieved Network Association.

The term "Delivery Date(s)" means (i) for Equipment, the date on which such Equipment is made available to Purchase in accordance with Section 1.15 (Transportation and Risk of Loss); and (ii) for Software, the earlier of the date on which Purchaser downloads the Software, or thirty days after the Supplier makes the Software available to Purchaser for electronic download.

The term "Endpoint" means a sensory-type device, including, but not limited to, electric meter, water meter/module, gas meter, distribution automation (DA) device, and/or load control switch, that is equipped with an AMI module or cellular module.

The term "Equipment" means Network Equipment, Meters/Modules, Collectors, Endpoints, Repeaters, and/or hardware that Purchaser purchases from Supplier.

The "Endpoint Warranty Period" shall mean five years from the Delivery Date of the Equipment

The term "Field Tools" means Supplier proprietary tools to be used in the field, including but not limited to software and handheld devices.

The term "Final System Acceptance" means that Purchaser has, at the completion of Phase II Full Deployment, or 24 months after the start of Phase II Full Deployment, whichever occurs first, accepted the Work provided by Supplier after Purchaser has performed a Final System Acceptance Test with results satisfactory to Purchaser as measured against the Initial System Acceptance Test criteria set forth in Attachment D-1 and satisfying Specifications in Attachments K and L and as identified in any and all attachments to this Agreement.

“Initial Deployment Area” means the geographic area of the Village where Phase I of the Work will occur, which for water Meters/Modules is depicted in attached Diagram 1 and for electric Meters/Modules is depicted in attached Diagram 2.

The term “Initial System Acceptance” means the Purchaser has, within nine months after completing the Phase I Initial Deployment, accepted the Work and Equipment provided by Supplier after Purchaser and Supplier have jointly performed an Initial System Acceptance Test with results reasonably satisfactory to Purchaser as measured against the Initial System Acceptance Test criteria set forth in Attachment D-1.

The term “Firmware” means Software embedded in and provided with the Equipment.

The term “Meter/Module” means, in the case of electric Meters/Modules, a device that measures the supply of electricity and transmits the measured data to the Village’s system via the AMI System, comprised of a meter and a communications module (e.g., cellular), and in the case of water, a device which transmits data measured by a water meter to the Village’s system via the AMI System exclusive of the device which measures the supply of water. If this Agreement does not specify whether a Meter/Module is water or electric, the reference to Meter/Module shall be deemed to refer to both water and electric Meter/Modules. For clarity, the parts of this Agreement referencing water Meters/Modules only refer to the communications equipment used to connect a device which measures the supply of water to the AMI System, and not to the device which measures the supply of water. The term “Network Association” means the event in which a Meter/Module or Endpoint takes to establish its initial registration with the Collector and AMI system and is exchanging data and information available to the user on the AMI software platform.

The term “Network Equipment” means the Collectors, Routers, and radios that are in these devices for radio frequency (RF) that are, or will be, under this Agreement physically deployed in Purchaser’s service territory. The term does not include the System backhaul, the network operations center, any system Equipment that is not located in Purchaser service territory, Meters/Modules, or any aspect or component of the System components that is not used by Purchaser.

The term “Network Reconnection Time” means the period of time for a Meter/Module, Endpoint, or Equipment to reconnect to the Collector and AMI System after a period of network stress caused by events such as; power outages, loss of communications at the Collector or Endpoint, resulting in no connection or communication or transmit and receiving of data or information.

The term “Project Manager” shall mean Purchaser or Purchaser’s designated representative, acting as consultant to Purchaser on matters relating to this Agreement. As a representative of Purchaser, the Project Manager would be acting only on Purchaser’s behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement.

The term “Phase I” shall have the meaning given it in Section 1.12.

The term "Phase II" shall have the meaning given it in Section 1.12.

The term "Project Manager" means the employee of Supplier that is responsible, at the highest level, for leading, executing, supervising, and completing the Work on behalf of Supplier.

The term "Purchaser" refers to the Village of Winnetka (Village).

The term "Specifications" shall mean any requirements for any product contained in the documentation and Attachments, specifically, but not limited to, Attachment A

The term "Software" means computer application and programs in any form that Purchaser licenses from Supplier.

The term "Services" means project management services, training, project delivery services, commissioning services, and/or other services described in Attachment A, Attachment B, and Attachment G.

The term "Subcontractor" refers to a person, persons, partnership, association, company, or corporation engaged by Supplier to furnish any portion of the Work, as defined below, to Supplier.

The term "Supplier" in this Agreement refers to the AMI vendor and it's designated installation sub-contractor(s).

The term "Support" in this Agreement means that deployed system Equipment, subject to defined Warranty provisions, will continue to have the ability to operate and communicate with the software and other hardware components deployed in the field even if Supplier were to cease manufacturing these devices or introduces alternate solution offerings.

The term "System" or "AMI System" means a turnkey AMI system that receives and transmits data/information from Endpoints for both water and electric services to Purchaser's Office Locations, which system is comprised of Equipment, Firmware, Field Tools, Software, and any other components including, but not limited to, Collectors, Endpoints, Meters/Modules, Network Equipment, and routers, whether or not fully detailed on drawings (if any) or listed in detail in this Agreement.

The "System Warranty Period" is the period of five years commencing on either (i) the date of the Final System Acceptance of Phase II for all meters and equipment to be installed during Phase I and Phase II, or (ii) one year after the delivery of the applicable Meters or equipment, whichever is less..

The "Service Warranty Period" shall mean ninety (90) days from the date of respective Services are performed.

The term "Work" includes any and all parts of such design, site preparation, construction, installation, documentation, training, transportation, and testing and the furnishing of all labor

and/or other services (including the services of all trades), methods, training, documentation, materials, Software, Firmware, hardware, Equipment, Meters/Modules, Endpoints, and facilities, transportation, and other services as may be necessary for Supplier to complete the System, complete the meter exchange, and to meet obligations under this Agreement as herein defined, whether or not listed in detail in this Agreement.

The term "Work Site" shall mean any location at which the Supplier, its employees, agents, representatives or subcontractors are performing the Work.

The address of Purchaser's Principal Office is:

The Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

Purchaser may, at any time, change the location of its Principal Office for purposes of this Agreement by giving Supplier written notice of the change.

1.2 Shipments, Meter Exchange, and Title Transfer

Supplier shall provide Purchaser with a System pursuant to the terms and conditions of this Agreement, which shall include, but not be limited to, installation and programming of Equipment, project management, lead interface development, warehousing and inventory management for new Meters/Modules, warehousing and inventory management of removed Meters/Modules for 6 months from the date of exchange, system training, collection of removed electric Meters/Modules and disposal of removed water Meters/Modules, and support as detailed in this Agreement.

During the performance of the Work, Supplier shall employ a competent Project Manager that is fully authorized to act on Supplier's behalf. Written notice from Purchaser to such Project Manager in connection with defective Work or instructions for performance of the Work shall be considered notice of such issues to Supplier. Supplier shall give Purchaser written notice of the Project Manager it initially designates and of any replacements. The Project Manager shall not be changed without the written consent of Purchaser, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with Supplier. If the Project Manager is no longer capable of performing his or her duties, Purchaser and Supplier shall agree on a mutually acceptable substitute.

The Purchaser will employ a Consultant to advise Purchaser regarding the System. As a representative of Purchaser, the Consultant is acting only on Purchaser's behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement. Further, Consultant does not have authority to bind Purchaser in any respect.

Phase I of the Work (initial deployment area) shall start immediately after this Agreement is fully executed. Phase II of the Work (mass Meter/Module exchange) shall not start until Purchaser accepts the ISAT and all software interfaces and databases provided by Supplier to Purchaser as outlined in Attachment F-1, Attachment F-2, and Attachment F-3 have been accepted by Purchaser.

For Equipment installed by Supplier, title shall transfer to Purchaser when the Equipment is installed by Supplier at its designated installation location and inspected and accepted by Purchaser. For Equipment not installed by Supplier (spares, test units, other), title shall transfer to Purchaser upon delivery, inspection, and acceptance to Purchaser's warehouse.

1.3 Cost

The Parties have agreed upon pricing for the System and the Work as set forth in Attachment B, Pricing Schedule and Bill of Material and as otherwise described herein. The pricing is referred to in this Agreement as "*Contract Price*."

All Equipment costs and the Annual Maintenance Fee shall be fixed for three years from the Effective Date. Starting in year 4, Supplier may adjust any Equipment costs and the Annual Maintenance Fee no more than once every twelve (12) months by an amount not to exceed the Consumer Price Index ("CPI"). The CPI will be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi) and is designated as of the June-to-June twelve-month percentage change to the CPI – Urban Consumers, All Cities Average, All Items ("CPI-U"). The pricing after any CPI increase, however, must not exceed Supplier's best price provided to any other customer of Supplier.

For Equipment only, Supplier may, from time-to-time, issue surcharges on new purchase orders to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstance outside of Supplier's reasonable control that increase Supplier's cost for any particular piece of Equipment ("Economic Surcharges"). Supplier will invoice Purchaser through a revised or separate invoice, and Purchaser agrees to pay for the Economic Surcharges pursuant to the payment terms herein. Economic Surcharges shall be limited to the actual increase in Supplier's costs that are outside of Supplier's reasonable control and shall not, under any circumstance, increase Supplier's profit. Further, Supplier shall use commercially reasonable efforts to source Equipment from alternative providers to avoid or eliminate Economic Surcharges and, in all cases, Supplier shall reduce or eliminate an Economic Surcharge when the condition that created such surcharge abates to any extent or ceases to exist. If an Economic Surcharge is issued, Supplier must provide Purchaser a detailed summary and explanation of the basis of the surcharge.

1.4 General Scope of AMI System to be Purchased

Supplier shall provide Purchaser with a System that achieves AMI access to all of Purchaser's Meters/Modules within Purchaser's service territory based on the information provided by Purchaser. This Agreement does not confer on Supplier an exclusive right to provide AMI equipment or services to Purchaser. Purchaser intends to use the System provided by Supplier as its primary AMI service, and the Agreement contemplates that Supplier will provide a complete, integrated system that serves all the functions described in the Agreement for the term of the Agreement. Purchaser, however, reserves the right, in its sole discretion and without notice to Supplier, to use any other third-party provider of AMI equipment and services and to supplement, complement, or replace the System provided by Supplier, in whole or in part, at any time without prejudice to its rights and obligations under this Agreement and without changing the obligations of Supplier.

The responsibilities of Supplier and functionality of its AMI System shall also be comprised of all commitments made in this Agreement, including but not limited to, the Requirements in Attachment A and the responsibilities in Attachment G, and all materials including product specifications attached hereto as Attachments.

1.5 Entire Agreement

This Agreement and the Attachments and documents attached hereto or referenced herein and hereby expressly incorporated by this reference, when fully executed by both Supplier and Purchaser, shall be deemed to include the entire Agreement between the Parties and shall supersede all other previous and contemporaneous understandings, commitments or representations, whether oral or written, and all subsequent oral agreements concerning the subject matter hereof. Neither Supplier nor Purchaser shall claim any modification resulting from any representation or promise made at any time, by an officer, agent, the Consultant, or employee of any Purchaser or by any other person. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. None of the terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except in writing duly signed by authorized representatives of both Parties.

1.6 General Statement of Responsibility of Supplier

Supplier shall perform the Work in accordance with the terms of this Agreement. The obligation of Supplier shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

Supplier shall have complete and undivided responsibility for complying with the Agreement, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, Supplier shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may, in Supplier's opinion, be advantageous or necessary for the proper and expeditious or economical prosecution of the Work. Notwithstanding the foregoing,

Supplier shall remain primarily responsible for completion of the Work, provision of the System and performance of the Subcontractors. Supplier shall ensure that all Subcontractors comply with the terms and conditions of this Agreement. Supplier may not assign this Agreement or any of its duties or responsibilities herein (including due to a change of control, merger, or other similar transaction) without consent of Purchaser. Supplier shall notify the Purchaser of any use of Subcontractors.

1.7 Independent Contractor

The relationship between Purchaser and Supplier shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, neither Party shall have any general right to prescribe the means by which the other Party shall meet its obligations under the Agreement. This Agreement is not intended to create, nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Supplier and Purchaser, nor shall either Party have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. No Party shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

1.8 Purchaser Review and Approval of Design

Purchaser's review and/or approval of the specifications, drawings, and related documents developed by Supplier as part of its proposal to Purchaser or pursuant to this Agreement shall in no way or manner relieve or lessen Supplier's responsibility under this Agreement for the professional quality, technical accuracy, and completeness of such documents.

1.9 Right to Use System Not Yet Accepted

At all times prior to the Initial System Acceptance Test (ISAT) and Final System Acceptance Test (FSAT), Purchaser shall have the right to use the System as installed. Use of the System prior to Final System Acceptance shall not result in any waiver of any Purchaser rights under this Agreement and shall not be deemed acceptance of the System. This use of the System prior to acceptance is intended to assist Supplier and Purchaser in evaluating the System functionality in advance of Initial System Acceptance Test (ISAT) and Final System Acceptance Test (FSAT). Following Initial Acceptance, Purchaser may use any of the System prior to FSAT for billing and other related purposes.

1.10 Right to Use Accepted System

Upon Final System Acceptance, Purchaser shall have the right to use, modify, and adapt the System in any manner it desires as long as it is in accordance with the terms and conditions of this Agreement.

1.11 System Life Expectancy

Supplier represents and warrants that the Work, System, and all Equipment purchased from Supplier shall be supported for a minimum of fifteen (15) years from the date of Final System Acceptance, said period being the "Life Expectancy." During the Life Expectancy, Supplier shall provide for purchase equipment and services that are compatible and functionally equivalent with the Equipment and Work purchased under this Agreement. Further, for the first five (5) years of the Life Expectancy, Supplier shall make available spare parts for all Equipment purchased or provided under this Agreement and corrections for any Software purchased or provided under this Agreement. After the first five (5) years of Life Expectancy, Supplier shall take commercially reasonable steps to make available for purchase maintenance service, additional equipment and spare parts for all Equipment purchased under this Agreement, and corrections for any Software. In the event Supplier's business changes such that it no longer manufactures the equipment or spare parts, Supplier shall offer equivalent and backwards compatible next generation products at the same price to Purchaser as the equivalent under this Agreement.

Furthermore, the Supplier guarantees that data storage and reporting capabilities of the System will be available for a minimum of a rolling three most recent years during the entire 15-year term and any renewal terms and the three years thereafter regardless of whether this Agreement is extended. Upon the termination of this Agreement, Supplier will provide Owner the right to download a copy of this data. This provision is contingent upon the applicable Software as a Service (SaaS) terms attached to this Agreement and renewing their Software Maintenance Agreement (SMA) annually for the duration of the 15 years.

Supplier recognizes and acknowledges that if Supplier fails to meet its obligations under this Agreement regarding Life Expectancy as specified above, Purchaser will incur substantial damages, including stranding the AMI investment made under this Agreement.

In the event Supplier stops providing support to the System as set forth in this Agreement for a period of 30 continuous days or 60 cumulative days within 12 months, upon prior written notice from Owner, Supplier shall endeavor to continue to provide support to the System within 30 days without interruptions. Thereafter, if Supplier continues to fail to provide support to the System, the Agreement may be terminated by Owner, as the sole and exclusive remedy available to Owner, and Supplier shall refund to Owner a pro-rated share of the actual payment received from Owner to Supplier at the moment of termination for the System, in accordance with the following table:

Contract Term year	Refund Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	92.31%
Year 5	84.62%
Year 6	76.92%
Year 7	69.23%
Year 8	61.54%
Year 9	53.85%
Year 10	46.15%
Year 11	38.46%
Year 12	30.77%
Year 13	23.08%
Year 14	15.38%
Year 15	7.69%

1.12 Deployment Plan

The project will be broken into two phases. An initial deployment phase and a full deployment phase. The initial deployment phase will contain a two-step process or sub-phases consisting of a Phase I-A and a Phase I-B. Phase I-A and Phase I-B will be combined and tested against using the ISAT format and count.

Phase I-A will commence first and under the following parameters:

- Sub set of the Initial Deployment Area below of 10 – 20 electric meters deployed by the Purchaser
- Sub set of the Initial Deployment Area below of 10 – 20 water meters/modules deployed by the Purchaser
- A single Network Equipment installed by the Purchaser
- Installation of the AMI software with full access to the Purchaser
- All integration work for the meter exchange and the Purchaser's billing system
- Other tasks and components as needed and defined by the Purchaser

Phase I-B will commence 60 days after Phase I-A commences and under the following parameters:

- The Initial Deployment Area electric meters deployed by the Supplier
- The Initial Deployment Area water meters/modules deployed by the Supplier
- All Network Equipment as needed to over Phase I-A and Phase I-B installed by the Supplier
- Other tasks and components as needed and defined by the Purchaser

Phase I-A and Phase I-B will conclude with the acceptance of the ISAT as stated in section 2.26.

Without limiting the general nature of the preceding sentence, Phase I shall include, but not be limited to:

- A. Project design meeting; receipt of standard System documentation and training manuals covering the scope of this Agreement; review and approval of Purchaser's coverage area and design drawings for the Initial Deployment Area; receipt of proof of insurance.
- B. Delivery of Phase I Network Equipment, Endpoints and other Equipment for Phase I.
- C. Completion of onsite support and training covering Equipment installation, Meter/Modules, inspection of Work and training installation, System training including support on report generation.
- D. Configuration of Software and Hardware and training on use of Software.
- E. Completion and testing of interface to CIS and other systems.
- F. Successful completion of the ISAT.

"Phase II" means full deployment of all remaining Meters/Modules and associated Equipment. Phase II shall commence upon the completion of Phase I and Initial System Acceptance. The Parties shall work together to develop a deployment plan and schedule at a project kick-off meeting that meets the required acceptance dates for the ISAT and FSAT.

Written authorization shall be required from Purchaser before Work commences.

Upon completion of the Work, Supplier shall provide to Purchaser all of the following (the "System Documentation"): a complete list of subcontractors and principal vendors, including contact, address, email, and telephone numbers; an electronic file in pdf format containing complete installation, operation, and maintenance manuals for all Equipment and Software, including all manufacturers' literature, of equipment and materials used in the Work; an electronic file in pdf format containing all inspection reports, permits, and licenses necessary for the System; an electronic file in pdf format containing all subcontractor and vendor warranties; an electronic file in pdf format containing proof reasonably acceptable to Purchaser that all required training has been completed; an electronic file in pdf format listing all completed punch list items; and all other items required pursuant to the Agreement.

1.13 Coverage and Performance Commitment

Supplier shall continuously satisfy the Coverage Commitment for the duration of the Coverage Commitment Term regardless of the number of towers or Collectors described in the Pricing Schedule (Attachment B).

Supplier further warrants the following network related warranties (each a "Network Warranty"):

- A. **Network Coverage:** The System will cover 100 percent of Purchasers' water and electric Meter/Modules installed pursuant to this Agreement.
- B. **Loading:** That no network element (Collector, gateway, base station, other) is loaded to no more than 30 percent of its capacity for the System as quoted and deployed to meet all requirements in this Agreement,
- C. **Network Association and Network Reconnection Time:** If the System is stressed, 95% of all installed Meter/Modules will have a Network Reconnection Time of 120 minutes or less assuming the stress was less than 8 hours in duration.
- D. **Remote Connect/Disconnect.** If Purchaser initiates a remote connect/disconnect request to a Meter/Module with remote connect/disconnect capability and no major system event exists (such as a major power outage), the return time to complete either action will be within 30 seconds or less.

If Supplier breaches any Network Warranty, Supplier shall bring the System back into compliance with the applicable Network Warranty within ten (10) days of the day the Network Warranty was breached. If Supplier fails to cure any Network Warranty breach within such ten (10) day period, such failure shall constitute a breach of this Agreement.

1.14 System Configuration

After Supplier has completed any required network optimization and upon Supplier or its installation Subcontractor installing Meters/Modules in at least 95 percent of Available Meter Locations and in a condition to allow a new meter install (socket condition, etc.), Supplier shall configure the System with the following recording and reporting intervals:

- A. 100 percent of single-phase meters reporting at least (6) channels of 15-minute interval data at least every 4 hours. This is in addition to the daily report, disconnect and reconnect, alarms and events.
- B. 100 percent of all socket-based polyphase meters reporting at least (12) channels of 15-minute interval data at least every 4 hours. This is in addition to the daily report, and alarms and events.
- C. 100 percent of all transformer-based polyphase meters reporting at least (6) channels of 15-minute interval data and at least (6) channels of 5-minute interval data at least every hour. This is in addition to the daily report, and alarms and events.
- D. 100 percent of all water Meters/Modules reporting at a minimum 1-hour interval data at least once per day. This is in addition to the daily report, and alarms and events.

After 10 days of operation, at least 99.5 percent of all interval channels shall be obtained within the above interval recording and reporting cycles. In addition, the Parties shall review and update the "Implementation Punch List" mutually developed and agreed upon during the implementation and mutually prepare a "Final Punch List."

Upon Supplier notification of completion of item(s) mutually agreed upon in the "Final Punch List" Purchaser will conduct the final inspection and verification of such completion. Supplier may request Purchaser to conduct inspection on a line-by-item basis. Then, upon completion and passing of the above (test and final punch list), Purchaser will release the retainage holdbacks outlined in Section 6.4 of this Agreement.

1.15 Transportation and Risk of Loss

1. Supplier shall be responsible for the proper packaging of equipment, materials, items and components of the System and Work provided or purchased hereunder and shall exercise every precaution to adequately protect all shipments against damage in transit. The method of transportation and routing shall be at the option of Supplier for delivery to the Suppliers provided warehouse. Shipping will be F.O.B. destination, freight prepaid by Supplier. Supplier shall be responsible for correcting and collecting for any damage or loss while the equipment, items, components or materials it ships are in transit, prior to the installation of Supplier installed equipment, receipt of the equipment or materials at Purchaser's designated destination, and while any such equipment, items, components or materials are in control of any Supplier Party.
2. All material and workmanship shall be subject to inspection and testing at reasonable times and places by Purchaser before, during, and after performance and delivery. If any loss of or damage to the Work or System or component thereof occurs prior to delivery to Purchaser, Purchaser may require that Supplier promptly make all repairs or replacements at no cost to Purchaser as necessary to place the Work and System in the condition required by this Agreement.
3. Purchaser's failure to inspect or test does not relieve Supplier of any responsibility to perform according to the terms of this Agreement. Acceptance of the System and Work comprised of goods by Purchaser shall not constitute acceptance as to latent or hidden defects not subject to discovery upon reasonable inspection or testing.
4. Supplier shall notify Purchaser in writing when any material, equipment, item or component is ready for shipment. One (1) copy of the notice of shipment covering all items shipped shall be issued by Supplier and forwarded to Purchaser's office. In addition to the preceding, a complete packing list of every individual item in each box, crate, or other shipping enclosure shall be sent to Purchaser with a duplicate enclosed with each box, crate or other shipping container.

2 ARTICLE II: THE WORK

2.1 Performance of the Work

Supplier, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Agreement, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project, both as defined in Attachment A, in accordance with the specifications in this Agreement and Attachments hereto.
2. Permits. Except as otherwise provided in Attachment H, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Insurance. Procure and furnish all certificates and policies of insurance specified in this Agreement.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Supplier by this Agreement, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work. Additionally:
 1. Supplier has examined and carefully studied this Agreement, including all Attachments hereto and information provided by the Purchaser;
 2. Supplier has fully acquainted itself with the site, including without limitation, design, availability of materials, existing facilities, general topography, accessibility, soil structure, subsurface conditions, obstructions and all other conditions pertaining to this Agreement and made all investigations essential to a full understanding of the difficulties which may be encountered in performing the Work and providing the System, and Supplier assumes full and complete responsibility for any such conditions pertaining to this Agreement, the performance site of the Agreement or its surroundings and all risks in connection therewith;
 3. Supplier is fully qualified to complete the Work in accordance with the terms of this Agreement within the time specified;

4. Supplier, its employees, agents and any subcontractors have all licenses, permits, qualifications, and approvals that are legally required to practice their respective professions and to complete the Work in accordance with the terms of this Agreement.
 5. Supplier is familiar with, is in compliance with, and shall perform all of its obligations hereunder in compliance with all federal, state, and local statutes, laws, rules, and regulations including but not limited to OSHA, NEC, and NESC, regulations that may affect cost, progress, and performance of the Work.
 6. There are no complaints, claims, suits, actions, mediations, arbitrations or proceedings or investigations pending or, to the knowledge of Supplier, threatened against or affecting Supplier that would, if adversely determined, have a material adverse effect on Supplier's ability to perform its obligations hereunder, or on the validity or enforceability of this Agreement
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Agreement, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

2.2 Commencement and Completion Dates

Supplier must commence the Work not later than the "*Commencement Date*" set forth on Attachment H and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Agreement not later than the "*Completion Date*" set forth in Attachment H. The time of commencement, rate of progress, and time of completion are referred to in this Agreement as the "*Contract Time*."

2.3 Required Submittals

A. Submittals Required. Supplier must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Agreement and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Agreement ("*Required Submittals*"). Such details must include, but are not limited to, GPS coordinates, photos and data files with meter details.

B. Time of Submission and Owner's Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Agreement for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit

Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Agreement. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Agreement. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Agreement, and may not be regarded as any assumption of risk or liability by Owner.

C. Responsibility for Delay. Supplier is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Agreement.

2.4 Review and Interpretation of Agreement Provisions

Supplier represents and warrants that it has carefully reviewed this Agreement, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Agreement. Supplier must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Agreement. Whenever any equipment, materials or supplies are specified or described in this Agreement by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Supplier must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Agreement before proceeding with any Work affected thereby. If Supplier fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Agreement governs is final, and any corrective work required does not entitle Supplier to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Supplier cannot be installed as specified in this Agreement, Supplier must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

2.5 Technical Ability to Perform

Supplier represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Agreement.

2.6 Financial Ability to Perform

Supplier represents and warrants that it is financially solvent, and Supplier has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Agreement.

2.7 Time

Supplier represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Agreement for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

2.8 Safety at the Work Site

Supplier is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Supplier must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Supplier must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Supplier's operations, Supplier must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

2.9 Cleanliness of the Work Site and Environs

Supplier must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

2.10 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Supplier from the Commencement Date until Final Payment. Supplier is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Supplier must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing,

performing and completing the Work. Supplier will have no claim against Owner because of any damage or loss to the Work or to Supplier's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Supplier must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Agreement, Supplier's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Supplier, to indemnify, hold harmless, or reimburse Supplier for the cost of any repair or replacement work required by this Section.

2.11 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Supplier must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Supplier must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Supplier of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Agreement. All Work performed under any subcontract is subject to all of the provisions of this Agreement in the same manner as if performed by employees of Supplier. Every reference in this Agreement to "*Supplier*" is deemed also to refer to all subcontractors and suppliers of Supplier. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Agreement.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Supplier must immediately upon notice from Owner terminate such subcontractor or supplier. Supplier will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

2.12 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Supplier. Supplier must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Supplier must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

2.13 Owner's Right to Terminate or Suspend Work for Convenience

Purchaser may terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to Supplier. If the termination is without cause, Purchaser shall pay Supplier for any outstanding undisputed invoices and for all actual labor and material costs incurred prior to

the date such termination notice is deemed given. Such amounts shall be paid in accordance with Attachment B, less salvage value. If termination is for cause, each party may seek any and all remedies available to it pursuant to this Agreement.

Upon receipt of a notice of termination of some or all of the System, Supplier shall discontinue the provisioning of the System and make every effort to cancel all subcontracts, orders and other agreements, or portions thereof that involve the terminated System, except licenses and other rights to use the Software components of the System, as provided below. If Purchaser specifically requests, Supplier shall attempt to transfer subcontracts to Purchaser. Purchaser shall not be liable for any damage to any Subcontractor in case of termination.

If this Agreement is terminated, Purchaser shall be entitled to an extension of any license or right to use any of Supplier's proprietary software components of the System, on pricing terms essentially the same as under the Agreement if discretely set forth or the portion of Purchaser's payments under the Agreement which can be fairly designated as a payment for the use of such software, for a period of time up to twice the amount of time between the Effective Date of this Agreement and the date of Final System Acceptance. This extension is to facilitate transition to a new system and ensure continuity of utility service to residents in Purchaser's service territories. If software components of the System are third-party materials, then Supplier will, to the extent possible if not already assigned, assign any related agreement to Purchaser on Purchaser's request.

Supplier will also make every effort to preserve the terminated portion of the System regardless of location, assist with inventory of the terminated System, identify outstanding orders and subcontracts, and as requested by Purchaser, transfer the System and title to the System to Purchaser. Purchaser may decline title to any portion of the System.

Supplier shall not be entitled to damages resulting from termination of any Work or provisioning of the System, including loss of anticipated revenue or costs such as idle personnel or equipment.

If Supplier defaults in the performance of the Work, Purchaser may at its option and without prejudice to its rights under this Agreement, finish the Work by any method possible, including contracting with another supplier. Such an election by Purchaser to complete the Work with another supplier or by other means than outlined in this Agreement shall not waive or modify Supplier's obligations under this Agreement.

3 ARTICLE III: CHANGES AND DELAYS

3.1 Changes

Changes to the System to be provided under this Agreement, the Work, the sums to be paid, or the time permitted for performance of the Work under this Agreement can only be made by a written change-order signed by duly authorized representatives of both Purchaser and Supplier following the procedure and requirements described below ("*Change Order*"). No other verbal or written communication or action or failure to act on the part of Purchaser or any of Purchaser's

representatives including its consultants, can substitute for a written change-order signed by a duly authorized representative of Purchaser.

The change-order shall identify all affected items in the Agreement including technical matters (i.e., functions, performance, reliability, etc.), cost, schedule, process and all other factors affected. Only items specifically identified in a written change-order as modified are affected.

Purchaser may request a change by providing a written change-order as described above to Supplier as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier agrees it will make all reasonable efforts to meet the request for a change in the work, and shall promptly respond regarding its ability to meet the request.

Supplier may request a change by providing a written change-order as described above to Purchaser as a legal notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier must secure prior Purchaser approval for all change orders. Purchaser shall respond within ten (10) business days to either accept or deny the change-order as written, provided that if no response is made, Purchaser's silence shall be deemed a denial of the change-order.

If the terms of a change-order are agreed to, the requesting Party shall provide two executed copies to the other Party for signature. The Party accepting the request shall sign both copies and return one original copy of the signed change-order to the requesting Party.

When invoicing for change-order items, Supplier shall reference the change-order and itemize it separately.

3.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Supplier, Supplier must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. Payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 3.2A above, may be made to, or claimed by, Supplier because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

4 ARTICLE IV: SUPPLIER'S RESPONSIBILITY FOR DEFECTIVE WORK

4.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Supplier must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Supplier. If the Work is found to be in full compliance with this Agreement, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Agreement, then Supplier must pay such cost.

C. Correction. Until Final Payment, Supplier must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Agreement.

4.2 Warranty of Work and System

Notwithstanding the acceptance of the System by Purchaser or the provision of any certificate with respect to delivery or acceptance of the System, the following warranties shall apply:

A. Equipment Warranty. During the Equipment Warranty Period (see definition), Supplier warrants that the Equipment furnished to Purchaser under this Agreement and all components thereof will comply with the Specifications and will be: (1) of new manufacture upon delivery, (2) free from defects in design, workmanship and materials, (3) conveyed to Purchaser with good and merchantable title, free and clear of all security interests, liens, encumbrances or claims of Subcontractors and third party suppliers, and (4) fully tested in accordance with the Specifications and conform to manufacturer specifications. This warranty does not cover Equipment in poor operating condition due to: (a) changes made to the Equipment by Purchaser or a third-party (other than a Subcontractor, successor, or assignee of Supplier) without Supplier's prior consent; (b) use with third party software, hardware or firmware that Supplier has not provided to Purchaser or approved in writing for use with the Equipment; (c) Misuse, abuse, negligence, or failure to install, test, handle or operate the Equipment in accordance with its specifications by Purchaser or a third-party (other than a Subcontractor, successor, or assignee of Supplier); or (d) a Force Majeure event. Supplier will repair Equipment damaged by any of the foregoing items (a) to (d) above only upon Purchaser's payment of costs to repair or replace such damaged Equipment.

B. Water Meter/Module Warranty. Notwithstanding anything to the contrary above, Supplier warrants that from the Delivery Date and for twenty (20) years thereafter,

water Meters/Modules for residential and commercial installations, under standard operating profile, use and service, will be (a) new, (b) conform in all material respects to the Specifications and manufacturer specifications, (c) be free from all liens, claims and encumbrances, and (d) not fail as a result of a defect. Purchaser's exclusive remedy for each water Meter/Module that breaches this warranty during the initial ten (10) years from Delivery Date ("**free replacement period**") shall be full replacement of such water Meter/Module and for years 11-20, replacement of the Meter/Module at a prorated purchase price. The prorated purchase price that Purchaser must pay for any water Meter/Module after the lapse of the free replacement period, and prior to the end of the warranty period, is set forth in the table below. When a water Meter/Module is replaced, the warranty for the replaced Meter/Module shall be the balance of the original warranty period for the original Meter/Module replaced.

AMI Water Module Warranty/Replacement Fee Table

Year of Failure	Prorated Purchase Price Paid by Purchaser, stated as a percentage of the list price for the replacement Meter/Module
1-10	Full Replacement at no charge to Purchaser
11	30%
12	35%
13	40%
14	45%
15	50%
16	55%
17	60%
18	65%
19	70%
20	75%

Example #1:

- Water Meter/Module fails in year 8
- Defective module will be replaced at no charge to Purchaser

Example #2:

- Water Meter/Module fails in year 13
- Defective module will be replaced with Purchaser paying 40% of the then current list price (e.g., if the cost in year 13 is \$20, Purchaser will pay \$8.00 for the replacement)

- C. System Warranty. Supplier warrants that the System will perform in accordance the requirements of this Agreement including, but not limited to, the Specifications during the System Warranty Period. This System Warranty only

covers problems reported to Supplier in writing during such System Warranty Period. If such warranty is breached, in addition to Supplier's other obligations under this Agreement, Supplier will, at its sole expense, repair, modify, or adjust the System to make it conform to the foregoing System Warranty no later than thirty (30) days after it receives notice of the problem.

- D. Intellectual Property (IP) Warranty. Supplier warrants that the sale, use, or incorporation into Equipment or other manufactured products of all machines, parts, components, services, devices, material and rights furnished or licensed hereunder which are not of Purchaser's design, composition or manufacture shall be free from any patent, copyright, trademark, or other proprietary rights for the payment of any license fee or royalty to others by Purchaser. Supplier shall be liable for, defend and save Purchaser harmless from any loss, damage, or expense whatsoever that Purchaser may suffer from Supplier's breach of any of these warranties in accordance with Section 5.2 (Indemnification) of this Agreement.
- E. Compliance with Laws. Supplier warrants that the Work and the Equipment, upon delivery and when operated in accordance with manufacturer specifications, will comply with and will have been produced, processed, delivered, and sold in conformity with all applicable federal, state, and local laws and administrative regulations and orders.
- F. Manufacturer Warranties. Upon Final System Acceptance, in addition to any other warranties provided in this Agreement, Supplier shall assign any third-party warranties associated with the Equipment or Software to Purchaser. To the extent any such warranty exists but cannot be assigned, Supplier shall help Purchaser enforce such warranty upon Purchaser's request and at no additional cost to Purchaser.

If any warranty herein is breached regarding Equipment, Supplier shall promptly repair or replace the Equipment at Supplier's sole cost and expense including, but not limited to, correction of cause of defect, pre-paid shipping to the location of repair, and return shipping to one of Purchaser's Offices. The decision whether to repair or replace will be made with the concurrence of Purchaser and the repair or replacement will be scheduled consistent with Purchaser's operating requirements so as to minimize loss of production or use of the Equipment or of any plant or equipment of which the Equipment is a part. Repaired or replaced Equipment must be made from new parts.

All warranties for any repaired or replaced Equipment (excepting that for water Meters/Modules, which is separately addressed above) will be six (6) months from the date of re-delivery of the repaired or replaced Equipment, or for the duration of the remaining Equipment warranty period, whichever is longer.

If any warranty herein is breached regarding Work, Supplier shall promptly correct the defective work, at Suppliers sole cost and expense, to Purchaser's reasonable satisfaction.

All warranty rights are cumulative, and Purchaser may enforce any or all of them. Further, enforcement of any warranty shall not waive any other warranty, prevent Purchaser from enforcing another warranty at a later date, or prevent Purchaser from seeking any remedy available at law or in equity.

4.3 Cellular Coverage Gaps

Supplier agrees to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term including locations identified by Supplier to be served with cellular. If, upon installation of Endpoints in those areas, it is determined that cellular is not available, Supplier commits to satisfy the Coverage Commitment without the use of cellular and at cost to Supplier for any additional Equipment needed.

4.4 Major Endpoint Failure

If in the first seven (7) years following the Effective Date, a major failure occurs with the Endpoints provided by Supplier (with "major" being defined as one percent (1%) or more of the installed base within any rolling twelve (12) month period), Supplier shall provide Purchaser replacement Endpoints as needed at no cost and pay for shipping, plus one hundred dollars (\$100) per Endpoint to reimburse Purchaser for installation costs to install the new Endpoints. Endpoint failures will be tracked by the Purchaser and reported to Supplier on a schedule established by Purchaser, in its reasonable discretion.

4.5 Endpoint Failure upon Installation

For Endpoint failures and defects, including but not limited to, zero consumption and non-association discovered within 24 hours of installation of that Endpoint during Phase I and Phase II Deployment and during any warranty period, other than failures due to Purchaser-side problems not caused by and outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer), and except for a Force Majeure event, Supplier shall remedy or repair the failure or defect within fourteen (14) days after notice from Purchaser as stated in Article IV of this Agreement and Supplier shall provide Purchaser replacement Endpoints as needed at no cost and pay for shipping, plus \$100 per Endpoint to reimburse Purchaser for installation costs to install the new Endpoints

4.6 Licenses

A. Intellectual Property. Supplier shall provide to Purchaser all necessary licenses (i.e., software and others as may apply) for the System and the Work. These licenses shall be paid in full, shall be perpetual, and shall provide all rights described in this Agreement regardless of whether such rights are included in any license agreement form made part of this Agreement or applied otherwise.

B. Radio Frequency. Supplier warrants that sufficient radio frequency licenses are available for lease to support the Equipment, Coverage Commitment, and other System

performance requirements under this Agreement. Supplier will assist Purchaser obtain, at no additional cost to Purchaser, all required licenses, including any coordination with the FCC or other U.S. government agency regarding radio transmission. Supplier further agrees, at no additional cost to Purchaser, to promptly assist and support Purchaser in remedying any frequency interference causing System harm or data loss, including where Purchaser experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or U.S. or Canadian other government agency regarding radio transmission.

4.7 Owner's Right to Correct

If, within two business days after Owner gives Supplier notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Supplier pursuant to this Agreement, Supplier neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Supplier all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

Supplier recognizes and acknowledges that if the Supplier fails to meet the support specified above, the Purchaser may suffer certain losses and damages. In this Agreement, Supplier has offered remedies which would mitigate these losses, including making commercially reasonable efforts to offer spare parts for any equipment ordered under this Agreement, corrections for any software, provision of backwards compatible next generation products and a last time buy for required spare parts. Purchaser also acknowledges that its license to the hosted software is perpetual and does not expire, such that Purchaser's ongoing utilization of the AMI system shall not be impacted. In the event that this Agreement is terminated prior to the proposed 15 years, and the remedies stipulated in Article VII fail of their essential purpose, Purchaser shall be entitled to make a claim for any reasonable, direct and verifiable losses incurred as a result of such termination.

5 ARTICLE V: FINANCIAL ASSURANCES

5.1 Insurance

Contemporaneous with Supplier's execution of this Agreement, Supplier must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment H. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Supplier must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant

to this Agreement, maintain and keep in force, at Supplier's expense, the minimum insurance coverages and limits set forth in Attachment H.

5.2 Indemnification

A. Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser's officers, directors, partners, employees, consultants, contractors, and agents from and against and in respect to any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, losses, damages, fines, penalties, fees, and any expense whatsoever and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of personal injury, death, violation of any federal, state, or local law, rule, or regulation, unauthorized disclosure of Confidential Information, infringement of any third party intellectual property right by any software, intellectual property, equipment, materials, supplies, installation methods used in the Work or the System or the use thereof by Purchaser, and any damage to tangible or intangible property, including the loss of use thereof, hereinafter referred to as "Liabilities" to the extent that such Liabilities were caused in whole or in part by the acts, errors, or omissions of any Supplier, its agents, employees, Subcontractors or others for whom Supplier is responsible, arising out of, in connection with, or as a result of the performance and furnishings of the Work or other services performed by any Supplier Party for or on behalf of Purchaser.

B. Purchaser agrees that it will give prompt written notice to Supplier of any Liabilities asserted against Supplier for which Purchaser believes Supplier is responsible for indemnification, in whole or in part. Upon receipt of such written notice, Supplier shall defend at its own expense, with either counsel of its choosing, but reasonably acceptable to Purchaser, or Purchaser's selected counsel, any suit, claim or action brought against any Purchaser Party based upon such Liabilities.

C. Supplier agrees that it maintains Insurance ("Insurance") for purposes of insuring against loss as a result of Liabilities caused in whole or in part Supplier; such insurance coverage is acknowledged to comply with the requirements as designated in Section 5.1 (Insurance). Supplier understands and agrees and further warrants and represents to Purchaser that, notwithstanding any other provision to the contrary herein contained, Supplier's Liability for any and all losses, whether to Purchaser or to third parties, resulting from any Liabilities caused in whole or in part by Supplier's negligence shall not be limited to the amount of any insurance proceeds payable to or on behalf of Supplier under such Insurance, and Supplier agrees to immediately indemnify and hold Purchaser harmless for any and all such Liability in excess of such insurance proceeds. Supplier shall furnish written proof of such insurance upon execution of this Agreement, and at least annually to Purchaser with Purchaser as additional named insured.

6 ARTICLE VI: PAYMENT AND MILESTONES

6.1 Contract Price

Owner must pay to Supplier, in accordance with and subject to the terms and conditions set forth in this Article VI and Attachment B, and Supplier must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B (the “Contract Price”), subject to any additions, deductions, or withholdings provided for in this Agreement.

6.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Supplier for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Supplier.

6.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment B and Attachment C (“Progress Payments”).

B. Pay Requests. Supplier will issue invoices to Purchaser for all amounts owed to Supplier hereunder. Invoices: (i) for Work and Services will be issued upon completion of the Work or Service; and (ii) for the Equipment shall be issued upon delivery to Purchaser warehouse or installed per this agreement. Invoicing and payment shall be commensurate with retainage as shown in the table below and the Pricing Schedule set forth in Attachment B and Attachment C. Written authorization shall be required from Purchaser before Services commence.

C. Work Entire. This Agreement and the Work are entire and the Work as a whole is of the essence of this Agreement. Notwithstanding any other provision of this Agreement, each and every part of this Agreement and of the Work are interdependent and common to one another and to Owner’s obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Supplier and for no other purpose.

6.4 Milestones

The “Milestone Description” as stated below in the Milestone Schedule is provided as a summary only; this entire Agreement provides the detail of what comprises deliverables for each Milestone.

Table 1: Milestone Payment Schedule

Milestone	Description	Payment
Phase I*	Initial Deployment Area	75% of all monthly invoices for software and hardware related to Phase I* deployment area. Paid net 30 or after first Utility Board meeting, whichever is longer. Invoices for material installed by Supplier or Supplier subcontractor are not issued until installation is complete. A lien-waiver must be provided by Supplier prior to release of payment by Purchaser. Purchaser shall exercise a 25% holdback on all Phase I invoices.
Initial System Acceptance Test (ISAT)	Successful completion of the Initial System Acceptance Test (ISAT) for the Phase I Initial Deployment Area. Phase I including the ISAT must be completed within 9 months of the execution of this agreement.	Year 1 annual support, maintenance, and hosting fees do not start until acceptance of the ISAT. Invoices for material installed by Supplier or Supplier subcontractor are not issued until Phase I installation is complete. A lien-waiver must be provided by Supplier prior to release of payment by Purchaser. Release of the Phase I holdback (25%) is made upon successful completion and acceptance of the ISAT.
Phase II	Full Deployment	After successful completion of the ISAT, and starting with the Phase II Full Deployment, 90% of all monthly invoices for Equipment and items associated with the Phase II deployment area according to a mutually accepted schedule. Paid net 30 or after first Utility Board meeting, whichever is longer. Invoices for material installed by Supplier or Supplier subcontractor are not issued until installation is complete. A lien-waiver must be provided by Supplier prior to release of payment by Purchaser.

Milestone	Description	Payment
		Purchaser shall exercise a 10% holdback on all Phase II invoices.
Final System Acceptance Test (FSAT)	Successful completion of the Final System Acceptance Test (FSAT) for all System components installed during Phase II Full Deployment. The FSAT acceptance must be completed within 24 months of the completion of execution of this agreement.	Payment continues as per Phase II. Invoices for material installed by Supplier or Supplier subcontractor are not issued until installation is complete. A lien-waiver must be provided by Supplier prior to release of payment by Purchaser. Release of the Phase II holdback (10%) is made upon successful completion and acceptance of the FSAT and the Final Inspection.

*Phase I shall include but not be limited to:

1. Project design meeting; receipt of standard System documentation and training manuals covering the scope of this Agreement; review and approval of Purchaser's coverage area and design drawings for the initial deployment area; receipt of proof of insurance.
2. Configuration of Master System server and hardware components and delivery of configured software and hardware to Purchaser; training on use of the AMI Master software System.
3. Delivery of Phase I base stations, Collectors, Repeaters, load management end devices, gateways, electric and water meters/modules and Endpoints as determined prior to Agreement signing.
4. Completion of onsite support and training covering equipment installation, meter/module, inspection of work and training installation, Master System training including support on report generation.
5. Successful completion of the ISAT and Initial System Acceptance.

Purchaser will review, approve, and pay each undisputed invoice within 30 days of receiving such invoice and other documents required hereunder. Supplier may collect a late fee of no more than 1.5% of the unpaid amount of an undisputed invoice if not paid in the 30 day period.

After delivery and inspection at destination, Purchaser will be responsible for any loss, theft, physical damage, or abuse that affects the operation of the System and occurs while System is in the control of Purchaser.

Notwithstanding any provision in this Agreement to the contrary, Purchaser may withhold any or all payment or payments for Work done to the extent of protecting Purchaser against loss on account of:

- Defective workmanship and materials;
- Failure of Supplier to make payments promptly to Subcontractors or Suppliers for material or labor;
- Damages to structures or property caused by a Supplier Party; and
- Other specified reasons set forth in this Agreement.

Unless otherwise provided for in the Agreement, all prices for Work and Equipment are firm and fixed.

Purchaser reserves the right to refuse or return at Supplier's risk and expense shipments made in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

Upon receipt of payment, Supplier shall provide to Purchaser a Lien Waiver for the labor and material covered by said payment. If said payment included labor and supplies by a subcontractor, Supplier shall obtain a Lien Waiver from the subcontractor and provide to Purchaser within three business days of receipt of the payment. In the event the Supplier does not provide a Lien Waiver from an applicable subcontractor, the Supplier shall defend, indemnify and hold harmless Purchaser, for any and all expenses and costs, incurred due to the subcontractor filing a lien or claim against Purchaser.

6.5 Equipment Forecasts

Within 60 days after the Effective Date of this Agreement, Purchaser shall supply to Supplier a written forecast of total anticipated Supplier Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Supplier. Supplier has the responsibility to ensure supply and availability of equipment matches the installation crew schedules.

6.6 Purchase Orders

Purchases shall be authorized by Purchaser's issuance of a written Purchase Order ("Purchase Order") to Supplier by mail, or electronic mail. Supplier may accept a Purchaser's Purchase Order by signing it, acknowledging it, providing confirmation via electronic mail, or by delivering the Equipment that Purchaser ordered. Notwithstanding any other provision herein, Purchaser's Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Purchaser's desired shipment dates shall take into account Supplier's current lead times at the time of the Purchase Order. Lead times will be provided to Purchaser by a Supplier representative and are defined as the cycle time from acknowledgement of Purchase Order to fulfillment of Purchase Order. It is acknowledged by

the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Purchase Orders, Purchase Order acceptance, Purchase Order acknowledgements, invoices and other instruments ("Purchase Order Documents") shall incorporate by reference as terms and conditions of this Agreement, irrespective of whether any such Purchase Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict or inconsistency as between the terms and conditions of any Purchase Order Documents and this Agreement, this Agreement controls. Any terms and conditions contained in Purchase Order Documents now or hereafter delivered by a Party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

Purchaser may, without penalty, cancel or reduce a Purchase Order for Equipment on written notice to Supplier no later than sixteen (16) weeks prior to scheduled delivery of the order without incurring a cancellation charge. If Purchaser cancels or modifies an Equipment order within sixteen (16) weeks prior to delivery, such Equipment order may be subject to reasonable cancellation charges. Notwithstanding the foregoing, cancellation charges do not apply to cancellations by Purchaser of Purchase Orders for Software or Services.

6.7 Cancellation and Modifications

Purchaser may, without penalty, cancel or reduce a Purchase Order for Equipment on written notice to Supplier no later than 16 weeks prior to scheduled delivery of the order. If Purchaser cancels or modifies an Equipment order within 16 weeks prior to delivery, such Equipment order may be subject to reasonable cancellation charges. Notwithstanding the foregoing, cancellation charges do not apply to cancellations by Purchaser of Purchase Orders for Software or Services.

6.8 Tests and Inspections

The Equipment furnished pursuant to the Specifications in Attachment A shall be in compliance with all of the standard commercial inspections and tests normally performed by Supplier and its Subcontractors or other suppliers in the industry. Supplier shall furnish Purchaser with such certified information and test certificates as are normally made available to customers of Supplier's manufacturing divisions and subsidiaries and other manufacturers of equipment specified within. Purchaser or its agent has the right to witness all factory and/or site tests and inspections. Purchaser shall not be required to accept any Equipment until the Equipment has undergone and successfully met such tests and inspections.

6.9 Initial System Acceptance Test (ISAT)

Supplier and Purchaser will complete an Initial System Acceptance Test (ISAT) to validate the completion of Phase I Initial Deployment of System by Supplier, in accordance with the Specifications identified in any and all Attachments to this Agreement, including Supplier's bid response and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment D, which are specifically incorporated by reference. ISAT shall be completed

within 9 months of the Effective Date unless the ISAT needs to be extended due to a Force Majeure event.

If all testing meets the pass criteria as set forth in Attachment D, the ISAT will be considered successful. Initial System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the ISAT, which acceptance shall be provided within 10 days of the successful completion of the ISAT. Deployment of the System will proceed to Phase II following Initial System Acceptance.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, Supplier shall notify Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further cost to Purchaser. In all such cases, Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by Supplier and treat this as a material default of this Agreement.

For purposes of testing load control functionality, Supplier shall make load control software available at no cost to Purchaser for a minimum of six months following start of Phase I deployment.

6.10 Final System Acceptance Test (FSAT)

Supplier and Purchaser will complete a Final System Acceptance Test (FSAT) to validate the completion of Phase II Full Deployment and the provision of the System by Supplier in accordance with the Specifications identified in any and all Attachments to this Agreement, including Supplier's bid response and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment D, which are specifically incorporated by reference. The FSAT shall be completed 24 months from the completion of the ISAT, unless the FSAT needs to be extended due to a Force Majeure event.

Final System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the FSAT, which acceptance shall be provided within 10 days of the successful completion of the FSAT.

In the event testing criteria cannot be met or a defined functionality requirement cannot be remedied as part of the testing, Supplier shall notify Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to Purchaser. In all such cases, Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by Supplier and treat this as a material default of this Agreement.

6.11 Final Payment

As soon as practicable after Final Acceptance, Supplier must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Supplier the balance of the Contract Price, after deducting therefrom all charges against Supplier as provided for in this Agreement ("*Final Payment*"). Final Payment must be made not

later than 60 days after Owner approves the Final Pay Request. The acceptance by Supplier of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

6.12 Liens

A. Title. Nothing in this Agreement may be construed as vesting in Supplier any right of property in any equipment, materials, supplies, and other items provided under this Agreement after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Supplier from its duty to insure and protect the Work in accordance with the requirements of this Agreement.

B. Waivers of Lien. Supplier must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Supplier must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Supplier's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

6.13 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Agreement and without prejudice to any of Owner's other rights or remedies, Owner will upon prior discussion with Supplier, deduct and withhold from any Progress or Final Payment that may be or become due under this Agreement such amount as may reasonably appear necessary to

compensate Owner for any actual or prospective loss due to: (1) state or local sales, use, or excise taxes from which Owner is exempt; (2) Liens or claims of Lien regardless of merit; (3) claims of subcontractors, suppliers, or other persons regardless of merit; (4) delay in the progress or completion of the Work; (5) inability of Contractor to complete the Work; (6) failure of Supplier to properly complete or document any Pay Request; (7) any other failure of Supplier to perform any of its obligations under this Agreement, but excluding those pertaining to warranty obligations hereunder provided that Supplier satisfies its warranty obligations; or (8) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 6.13A above until Supplier has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Supplier under this Agreement.

7 ARTICLE VII: DISPUTES AND REMEDIES

7.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Supplier disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Supplier may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Supplier claims it will be entitled as a result thereof; provided, however, that Supplier must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Supplier agree to engage in good faith negotiations. Within three business days after Owner's receipt of Supplier's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Supplier. If Supplier objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Supplier will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

7.2 Supplier's Remedies

If Owner fails or refuses to satisfy a final demand made by Supplier pursuant to Section 7.1 of this Agreement, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Supplier, within 10 days after receipt of such demand, then Supplier will be entitled to pursue such remedies, not inconsistent with the provisions of this Agreement, as it may have in law or equity.

7.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Supplier has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement on or before the Completion Date, or has attempted to assign this Agreement or Supplier's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty in this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due (*"Event of Default"*), and has failed to cure any such Event of Default within five business days after Supplier's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Supplier, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Supplier and the Work into strict compliance with this Agreement.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
5. Owner may, without terminating this Agreement, terminate Supplier's rights under this Agreement and, for the purpose of completing or correcting the Work, evict Supplier and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers

relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Supplier's expense.

6. Upon any termination of this Agreement or of Supplier's rights under this Agreement, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Supplier will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Supplier, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

7.4 Owner's Additional Remedy for Delay

If the Work is not completed by Supplier, in full compliance with, and as required by or pursuant to, this Agreement within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 7.3 of this Agreement or may, in the exercise of its sole and absolute discretion, permit Supplier to complete the Work but charge to Supplier, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment H, as well as any additional damages caused by such delay.

7.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Supplier's rights under this Agreement for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 2.13 of this Agreement.

8 ARTICLE VIII: LEGAL RELATIONSHIPS AND REQUIREMENTS

8.1 Binding Effect

This Agreement is binding on Owner and Supplier and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

8.2 No Collusion/Prohibited Interests

Supplier hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Owner prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that Supplier has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Supplier will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Agreement will, at Owner's option, be null and void.

Supplier hereby represents and warrants that neither Supplier nor any person affiliated with Supplier or that has an economic interest in Supplier or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Supplier nor any person affiliated with Supplier or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

8.3 Assignment

Supplier may not (1) assign this Agreement in whole or in part, (2) assign any of Supplier's rights or obligations under this Agreement, or (3) assign any payment due or to become due under this Agreement without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Agreement, in whole or in part, or any or all of its rights or obligations under this Agreement, without the consent of Supplier.

8.4 Confidential Information

The following language shall supersede any prior Non-Disclosure Agreement (a.k.a., "Confidentiality Agreement") entered into by the Parties relating to this AMI System and/or Work upon the execution of this Agreement:

In the course of performing the Work covered by this Agreement, both Parties may disclose certain confidential and proprietary information to the other. Confidential or proprietary information must be of such a nature that it would reasonably be concluded to be of a confidential nature or be clearly marked as confidential or proprietary and may include but is not limited to all data, materials, products, technology, computer programs, designs, drawings, specifications, manuals, business plans and information, marketing plans, financial information, and customer information (including names, addresses, email addresses, telephone numbers,

and personal financial information) ("Confidential Information"). Both Parties agree to maintain the confidential and proprietary nature of this information, along with any information developed under this Agreement, and shall disclose it only to its officers, directors, agents, suppliers, consultants, or employees with a specific need to know in the performance of this Agreement. To the extent permitted by the Purchaser's State law, neither Party shall publish, distribute or disclose the existence or subject matter of Confidential Information to any third party without prior written consent of the Party providing Confidential Information. Confidential Information shall not include material which: (i) at the time of disclosure is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise; or (ii) is information which Purchaser can show was in its possession at the time of disclosure and was not acquired directly or indirectly from Supplier; or (iii) is information received by Purchaser from a third entity having legal right to transmit the same.

Each Party may disclose the other Party's Confidential Information if and to the extent that such disclosure is required by applicable law or legal process, provided that the receiving Party shall, prior to making such a disclosure, use commercially reasonable efforts to notify the disclosing Party of such requirements (as allowed by law) to afford the disclosing Party the opportunity to seek, at the disclosing Party's sole cost and expense, a protective order or other remedy.

Upon request, either Party shall return to the other Party any Confidential Information given to it by the other Party, except that information provided by Supplier to Purchaser for the operation and use of the Work or provisioning the System made part of this Agreement, shall remain with Purchaser as long as Purchaser continues to have the associated software licenses. The Party returning Confidential Information shall destroy or provide to the other Party any documents or other media it created that contains Confidential Information. The Party returning Confidential Information shall certify in writing that such documents or other media it created are destroyed if such is requested.

To the extent permitted by the Purchaser's State law, disclosure of Confidential Information beyond what is outlined above shall be approved in writing by the other Party in advance of such disclosure.

8.5 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Agreement, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Supplier; or of any requirement or provision of this Agreement; or of any remedy, power, or right of Owner.

8.6 No Third Party Beneficiaries

No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than Supplier may be made or be valid against Owner.

8.7 Intellectual Property Infringement

Supplier will indemnify and defend or, at its option, settle the portion of any action brought against Purchaser by an unaffiliated third party to the extent that the third party asserts that products sold by Supplier to Purchaser under this Agreement directly infringe the third party's United States patent, copyright or trademark ("an Intellectual Property Infringement Claim"), and Supplier will pay those costs and damages finally awarded against Purchaser in any such action that are specifically attributable to such Intellectual Property Infringement Claim or any settlement agreed to by Supplier. If the applicable product becomes, or in Supplier's sole discretion is likely to become, the subject of an Intellectual Property Infringement Claim, Purchaser will permit Supplier, at Supplier's option and expense, to (i) procure for Purchaser the right to continue using the products; (ii) replace the products with non-infringing products that are reasonably equivalent; or (iii) modify the products so they become non-infringing, but are reasonably equivalent. If the foregoing alternatives are not available on terms that are reasonable in Supplier's judgment, Supplier shall (i) have no obligation to continue supply of such products under this Agreement, and (ii) in the event use of such products is enjoined by a court of competent jurisdiction, Purchaser shall return such products still in its possession, custody or control, and Purchaser's sole remedy shall be a refund of the depreciated value of such returned products. As a condition to Supplier's indemnity obligations under this section, (i) Purchaser shall provide Supplier with prompt written notice of any threat, demand, allegation or indication, whether written, oral or otherwise, that Supplier's products infringe or may infringe a third party's intellectual property rights, (ii) Supplier shall have sole control of the defense or settlement of any indemnified Intellectual Property Infringement Claim, including all communications regarding the claim, and (iii) Purchaser shall provide Supplier with reasonable assistance in connection with such defense or settlement. Purchaser may employ counsel at its own expense to assist Purchaser with respect to any such claim.

Supplier shall have no indemnification obligation under this section if any claim of infringement would not have occurred but for one or more of the following: (i) use of a product, other than for its intended purpose; (ii) use or combination of any product with any other product, equipment, software or data; (iii) use of any release of software or firmware other than the most current release made available by Supplier; (iv) Purchaser's rejection of Supplier's recommended changes or modifications to a product, where Supplier has offered to implement those changes or modifications; (v) use of a product after Supplier has advised Purchaser that a non-infringing alternative is not available on reasonable terms and has requested the return of such products as specified above, (vi) any modification to a product made by a person other than Supplier or an authorized representative of Supplier; or (vii) product or design specifications provided by Purchaser to Supplier. In no event will Supplier be liable for enhanced damages resulting from willful infringement by Purchaser or any punitive damages resulting from Purchaser's actions or

inactions, nor will Supplier be liable for any of Purchaser's or Purchaser's customer's lost profits, indirect, special or consequential damages or business interruption expenses. This Section provides the sole and exclusive remedy for actual or alleged intellectual property infringement or misappropriation, or representation or warranty of noninfringement.

8.8 No Construction Against Drafter

This Agreement has been negotiated and prepared by Purchaser and Supplier and the Parties' respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

8.9 Force Majeure

Neither Purchaser nor Supplier shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond the Party's control, including without limitation: acts of God; acts or omissions of governmental authorities; acts of public enemy; wars; blockades; riots; civil disturbances; floods; hurricanes; tornadoes; pandemics; and any other similar events, acts, or conditions (individually and collectively referred to as "Force Majeure").

In the event that Supplier considers Supplier's performance is prevented or delayed by a cause beyond its control, Supplier shall inform Purchaser in writing within five (5) days after Supplier knows or by reasonable diligence should know of the event causing or likely to impact Supplier's performance. In the event of a Force Majeure, Supplier shall be permitted a delay in performance for a period of time reasonably necessary to overcome the effect of such delay, and in any event shall take such actions as are commercially reasonable to address the Force Majeure event and resume performance.

8.10 Conflict

Except as the Parties may otherwise explicitly agree, pursuant to the terms of this Agreement pertaining to any changes to the Work or amendments to this Agreement, the following rules of conflict shall apply:

1. In the event of a conflict between this Agreement and the terms or conditions of any attachments to this Agreement, the terms and conditions of this Agreement shall control.
2. In the event of a conflict between this Agreement and a purchase order and/or commitment, including any specifications attached thereto, this Agreement shall control.

In the event of an ambiguity in the specifications, drawings, or other requirements of this Agreement, Supplier must, before proceeding, consult Purchaser whose written interpretation shall be final.

8.11 Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Purchaser and Supplier who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision, provided that such stricken clause is not material to the performance of this Agreement and neither Party is aggrieved by the omission of such clause or the reformation of this Agreement.

8.12 Amendment

Notwithstanding the requirements for change-orders described above, this Agreement may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this Agreement signed by authorized representatives of both Parties hereto.

8.13 Section Titles

The section and subsection names in this Agreement are only provided for convenience. In no way do the section and subsection names restrict the applicability of the requirements to the topic area given in the section or subsection name. For example, it is possible requirements under a section labeled "hardware" could actually include software requirements unrelated to the section or subsection title. Furthermore, it is possible that requirements listed under a particular section or subsection name are not all the requirements for that topic within this Agreement, as requirements on that topic may be listed in other sections, subsections or Attachments.

8.14 Limitation of Liability

The remedies of Purchaser set forth in this Agreement are exclusive and are its sole remedies for any failure of Supplier to comply with its obligations hereunder. Notwithstanding any provision in this Agreement to the contrary, in no event shall either Party be liable in contract, in tort (including negligence or strict liability) or otherwise for loss of profits or revenue, loss of use of products, cost of capital, claims of customers of the buyer or for any special, indirect, incidental or consequential damages whatsoever, regardless of whether such potential damages are foreseeable or if either Party has been advised of the possibility of such damages. The total cumulative liability of Supplier arising from or related to this Agreement, whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Equipment or Services on which such liability is based.

8.15 Survival

The rights and obligations of the Parties under this Agreement that would by their nature survive the expiration or termination of this Agreement, including but not limited to those pertaining to further assurances, confidentiality, applicable laws and courts, safety and compliance with codes

and other laws, warranty, indemnification, insurance, limitations of liability, and severability shall survive the expiration or termination of this Agreement.

8.16 Notices

All notices required or permitted to be given under this Agreement must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

Village of Winnetka	<u>with a copy to:</u>
510 Green Bay Road	Elrod Friedman LLP
Winnetka, Illinois 60093	325 N. LaSalle Street, Suite 450
Attention: Village Manager	Chicago, Illinois 60654
	Attention: Peter Friedman

Notices and communications to Supplier must be addressed to, and delivered at, the following address:

<u>Elster Solutions, LLC</u>	<u>With a Copy to:</u>
<u>208 South Roger Lane</u>	Dionne Hamilton,
<u>Raleigh, NC 27610</u>	General Counsel, Smart Energy and Thermal Solutions.
Attention: Tim Kowdys	2101 CityWest Blvd, Houston, TX 77042

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Supplier each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

8.17 Governing Laws

This Agreement and the rights of Owner and Supplier under this Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

8.18 Venue

Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

8.19 Changes in Laws

Unless otherwise explicitly provided in this Agreement, any reference to laws includes such laws as they may be amended or modified from time to time.

8.20 Compliance with Laws

A. Compliance Required. Supplier, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Agreement); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Supplier is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Supplier's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act Certified Payroll. Supplier and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Agreement is deemed to be inserted herein.

8.21 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Supplier will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Supplier Being Enjoined. Should Supplier be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Agreement, Supplier must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Agreement be required to be supplied, Supplier must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Supplier neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Supplier from Owner or recover the amount thereof from Supplier and its surety or sureties notwithstanding that Final Payment may have been made.

8.22 Time

The Contract Time is of the essence of this Agreement. Except where otherwise stated, references in this Agreement to days is construed to refer to calendar days.

8.23 Entire Agreement

This Agreement sets forth the entire agreement of Owner and Supplier with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Supplier with respect to the Work and the compensation therefor.

This Agreement and the Attachments and documents attached hereto or referenced herein and hereby expressly incorporated by this reference, when fully executed by both Supplier and Purchaser, shall be deemed to include the entire Agreement between the Parties and shall supersede all other previous and contemporaneous understandings, commitments or representations, whether oral or written, and all subsequent oral agreements concerning the subject matter hereof. Neither Supplier nor Purchaser shall claim any modification resulting from any representation or promise made at any time, by an officer, agent, the Consultant, or employee of any Purchaser or by any other person. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. None of the terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except in writing duly signed by authorized representatives of both Parties.

8.24 Amendments

No modification, addition, deletion, revision, alteration or other change to this Agreement is effective unless and until such change is reduced to writing and executed and delivered by Owner and Supplier.

IN WITNESS WHEREOF, Owner and Supplier have caused this Agreement to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

VILLAGE OF WINNETKA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Elster Solutions, LLC

By:  _____
Name: Amol Motivala
Title: President

Attest:

By:  _____
Name: Jeanette Craine
Title: Sr. Paralegal

SUPPLIER'S CERTIFICATION

Amol Motivala, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Supplier, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Supplier deposes, states, and certifies that Supplier is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "*Patriot Act*") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: February 4, 2025.

ELSTER SOLUTIONS, LLC

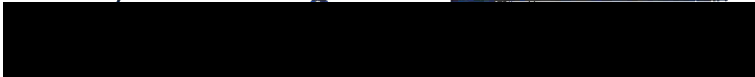
By: 
Name: Amol Motivala
Title: President

Attest:

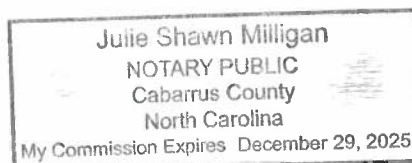
By: 
Name: Jeanette Craine
Title: Sr. Paralegal

Subscribed and Sworn to before me on January 31, 2025.

My Commission expires: 12/29/2025


Notary Public

(SEAL)



ATTACHMENT A
AMI, Customer Portal and Meter Exchange
Requirements

[REDACTED - PRIVATE & CONFIDENTIAL]

ATTACHMENT B



Village of Winnetka - AMI System and Meter Exchange RFP

Proprietary and Confidential to Power System Engineering, Inc. and Village of Winnetka

Attachment B - Pricing Schedule - DETAIL

The cells below are linked formulas - do not change

#	Category	AMI - SaaS	Meter Exchange	Optional Customer Portal
1	AMI INFRASTRUCTURE: Controllers, Collectors, Gateways, Repeaters, base stations, etc.	\$ -		
2	SOFTWARE and SERVERS	\$ 124,710	\$ -	\$ 48,875
3	NEW ELECTRIC METERS FOR PURCHASE	\$ 895,395		
4	NEW WATER MODULES FOR PURCHASE	\$ 576,162		
5	NEW REPLACEMENT WATER METERS	\$ 1,077,326		
6	INTEGRATION and TESTING	\$ 42,174		\$ -
7	TRAINING, DOCUMENTATION, and PROJECT MANAGEMENT	\$ 311,224	\$ -	\$ -
8	DA DEVICES	\$ -		
9	SPARE PARTS (Required to Bid)	\$ -		
10	TEST EQUIPMENT, TOOLS, SHIPPING, MISC.	\$ 23,101		
11	REQUIRED METER/MODULE INSTALLATION COSTS		\$ 1,191,775	
12	GENERAL INSTALLATION TASKS		\$ -	
Total Upfront Costs		\$ 3,050,090.40	\$ 1,191,775.00	\$ 48,875.00
13	RFP SECURITY BOND or CHECK (5% of Project) DEPOSIT	\$ (152,504.52)	\$ (59,588.75)	\$ (2,443.75)
14	YEAR 1 - ANNUAL SYSTEM COSTS - PHASE I	\$ 10,108.00		\$ 27,667.85
15.A	YEAR 2+ ANNUAL SYSTEM COSTS - PHASE II	\$ 39,729.00		
16	Additional Items and Costs	\$ -	\$ -	

Total 2 Year Contract Cost: \$4,368,245

ATTACHMENT B



Village of Winnetka - AMI System and Meter Exchange RFP

Proprietary and Confidential to Power System Engineering, Inc. and Village of Winnetka

Attachment B - Pricing Schedule - DETAIL

Instructions:

Please return the completed pricing schedule with Vendor response. Only fill out the areas shaded yellow.

Please do not change the format of this form.

Items with a "zero" quantity are not planned to be included in the initial purchase.

Costs should include all software and equipment for complete system installed.

Check formulas in cells to ensure extended costs are accurately stated.

Base price assumes a read rate of 99.5% electric meter commitment and 100% service territory coverage as defined in AMI Master Agreement with no add-on costs.

For any meter locations assumed to be served with cellular, the air-time must be quoted as part of this bid and must contain a not to exceed price per location for a ten-year period.

AMI SYSTEM BID -

1	PHASE I - EQUIPMENT NEEDED	Quantity	Each	Extended
	AMI INFRASTRUCTURE: Controllers, Collectors, Gateways, Repeaters, base stations, etc.			
1.01	N/A		\$ -	\$ -
1.02			\$ -	\$ -
1.03			\$ -	\$ -
1.04			\$ -	\$ -
1.05			\$ -	\$ -
1.06			\$ -	\$ -
Total AMI Infrastructure		0		\$ -

1.A	PHASE II - ALL ADDITIONAL EQUIPMENT to COMPLETE DEPLOYMENT	Quantity	Each	Extended
	AMI INFRASTRUCTURE: Controllers, Collectors, Gateways, Repeaters, base stations, etc.			
1.01	N/A		\$ -	\$ -
1.02			\$ -	\$ -
1.03			\$ -	\$ -
1.04			\$ -	\$ -
1.05			\$ -	\$ -
1.06			\$ -	\$ -
Total AMI Infrastructure		0		\$ -

2	AMI Software and Servers	Quantity	Each	Extended
2.01	One-Time SaaS System Fees - Software License	1	\$ 124,710	\$ 124,710
2.02	One-Time SaaS System Fees - Application and Database Server	Included	\$ -	\$ -

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2.03	One-Time SaaS - Incremental AMI endpoint license fees	Included	\$ -	\$ -
2.04	One-Time SaaS - Database license fee (Indicate Oracle or SQL)	Included	\$ -	\$ -
2.05	One-Time SaaS - Phase Detect		\$ -	\$ -
2.06	One-Time SaaS - 3 Year Data Storage		\$ -	\$ -
2.07	One-Time SaaS - Distribution Automation Fee		\$ -	\$ -
2.08	OTA Meter & Module Firmware Update License Fee		\$ -	\$ -
Total AMI Software & Servers		1		\$ 124,710

PHASE I ELECTRIC METERS					
3	NEW ELECTRIC METERS FOR PURCHASE		Quantity	Each	Extended
3.01	Honeywell - A4R w/Cat-M1 (FM 1S, CL 200, 120-240V, 1P, 2W)	Single phase 1S	3	\$ 115	\$ 345
3.02	Honeywell - A4R w/Cat-M1 (FM 2S, CL 200, 120-240V, 1P, 3W, DISC)	Single phase 2S	21	\$ 120	\$ 2,520
3.03	N/A	Single phase 3S	0		\$ -
3.04	Honeywell - A4R w/Cat-M1 (FM 4S, CL 20, 120-240V, 1P, 2W)	Single phase 4S	0	\$ 115	\$ -
3.05	Honeywell - A4R w/Cat-M1 (FM 2S, CL 320, 120-240V, 1P, 3W)	Single phase 2S, Class 320	100	\$ 120	\$ 12,000
3.06	Honeywell - A4R w/Cat-M1 (FM 12S, CL 200, 120-240V, 2P, 3WY or 3WD network, 2	Single phase 12S	117	\$ 115	\$ 13,455
3.07	N/A	Single phase 12S Remote Disconnect Adder	117	\$ -	\$ -
3.08	Included	Single phase Demand and TOU adder	24	\$ -	\$ -
3.09	Included	Single phase under glass service disconnect adder	21	\$ -	\$ -
3.1	N/A	Class 320 Service Disconnect	100	\$ -	\$ -
3.11	Included	Single phase reverse and net kWh, kW adder	24	\$ -	\$ -
3.12	N/A	Cost Adder for Reactive Metering (for single phase meters)	24	\$ -	\$ -
3.13	Honeywell - A4CI w/Cat-M1 (FM 16S, CL 320, 120-480V, 3P, 4W Wye, 3 stator)	Polyphase meter 6S/36S	1	\$ 285	\$ 285
3.14	Honeywell - A4CI w/Cat-M1 (FM 9S, CL 20, 120-480V, 3P, 4W Wye, 3 stator)	Polyphase meter 9S/8S	20	\$ 285	\$ 5,700
3.15	Honeywell - A4CI w/Cat-M1 (FM 12S, CL 200, 120-480V, 3P, 3WY or 3WD network,	Polyphase meter 12S	0	\$ 285	\$ -
3.16	Honeywell - A4CI w/Cat-M1 (FM 16S, CL 200, 120-480V, 3P, 4W Wye, 3 stator)	Polyphase meter 15S/16S	28	\$ 285	\$ 7,980
3.17	Honeywell - A4CI w/Cat-M1 (FM 35S, CL 20, 120-480V, 3P, 3W Delta, 2 stator)	Polyphase meter 5S/45S	2	\$ 285	\$ 570
3.18	Included	Cost Adder for Demand and TOU (for polyphase meters)	51	\$ -	\$ -
3.19	Included	Cost Adder for Reactive Metering (for polyphase meters)	51	\$ -	\$ -
3.20	N/A	Cost Adder for KYZ Pulse	1	\$ -	\$ -
3.21	Honeywell 10-Year Data Plan	Cellular communications modules (as required by your design)	292	\$ 43.17	\$ 12,606
Total Electric Meters			292		\$ 55,461

PHASE II ELECTRIC METERS					
3.A	NEW ELECTRIC METERS FOR PURCHASE		Quantity	Each	Extended
3.01	Honeywell - A4R w/Cat-M1 (FM 1S, CL 200, 120-240V, 1P, 2W)	Single phase 1S	8	\$ 115	\$ 920
3.02	Honeywell - A4R w/Cat-M1 (FM 2S, CL 200, 120-240V, 1P, 3W, DISC)	Single phase 2S	3,363	\$ 120	\$ 403,560
3.03	N/A	Single phase 3S	0		\$ -
3.04	Honeywell - A4R w/Cat-M1 (FM 4S, CL 20, 120-240V, 1P, 2W)	Single phase 4S	29	\$ 115	\$ 3,335
3.05	Honeywell - A4R w/Cat-M1 (FM 2S, CL 320, 120-240V, 1P, 3W)	Single phase 2S, Class 320	726	\$ 120	\$ 87,120
3.06	Honeywell - A4R w/Cat-M1 (FM 12S, CL 200, 120-240V, 2P, 3WY or 3WD network, 2	Single phase 12S	443	\$ 115	\$ 50,945
3.07	Included	Single phase 12S Remote Disconnect Adder	443	\$ -	\$ -
3.08	Included	Single phase Demand and TOU adder	4,126	\$ -	\$ -
3.09	Included	Single phase under glass service disconnect adder	3,371	\$ -	\$ -
3.1	N/A	Class 320 Service Disconnect	726	\$ -	\$ -
3.11	Included	Single phase reverse and net kWh, kW adder	4,126	\$ -	\$ -
3.12	N/A	Cost Adder for Reactive Metering (for singlephase meters)	4,126	\$ -	\$ -

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3.13	Honeywell - A4CI w/Cat-M1 (FM 16S, CL 320, 120-480V, 3P, 4W Wye, 3 stator)	Polyphase meter 6S/36S	0	\$ 285	\$ -
3.14	Honeywell - A4CI w/Cat-M1 (FM 9S, CL 20, 120-480V, 3P, 4W Wye, 3 stator)	Polyphase meter 9S/8S	175	\$ 285	\$ 49,875
3.15	Honeywell - A4CI w/Cat-M1 (FM 12S, CL 200, 120-480V, 3P, 3WY or 3WD network,	Polyphase meter 12S	0	\$ 285	\$ -
3.16	Honeywell - A4CI w/Cat-M1 (FM 16S, CL 200, 120-480V, 3P, 4W Wye, 3 stator)	Polyphase meter 15S/16S	117	\$ 285	\$ 33,345
3.17	Honeywell - A4CI w/Cat-M1 (FM 35S, CL 20, 120-480V, 3P, 3W Delta, 2 stator)	Polyphase meter 5S/45S	3	\$ 285	\$ 855
3.18	Included	Cost Adder for Demand and TOU (for polyphase meters)	295	\$ -	\$ -
3.19	Included	Cost Adder for Reactive Metering (for polyphase meters)	295	\$ -	\$ -
3.20	N/A	Cost Adder for KYZ Pulse	1	\$ -	\$ -
3.21	Honeywell 10-Year Data Plan	Cellular communications modules (as required by your design)	4,864	\$ 43	\$ 209,979
Total Electric Meters			4,864		\$ 839,934

PHASE I WATER MODULES

4	NEW WATER MODULES FOR PURCHASE		Quantity	Each	Extended
4.01	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	5/8 Inch	29	\$ 89.99	\$ 2,610
4.02	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	3/4 Inch	2	\$ 89.99	\$ 180
4.03	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	1 inch	65	\$ 89.99	\$ 5,849
4.04	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	1 1/2 Inch	3	\$ 89.99	\$ 270
4.05	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	2 Inch	8	\$ 89.99	\$ 720
4.06	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	3 Inch	0	\$ 89.99	\$ -
4.07	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	4 Inch	0	\$ 89.99	\$ -
4.08	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	8 Inch or Larger	0	\$ 89.99	\$ -
4.09		Service Disconnect/ Flow Restriction Adder	107	\$ -	\$ -
4.1		Pressure Sensing and Measurement	107	\$ -	\$ -
4.11		Flow Rate Sensing and Measurement	107	\$ -	\$ -
4.12		Leak Detect Hardware Add-On (If needed)	107	\$ -	\$ -
4.13		Temperature Sensing and Measurement	107	\$ -	\$ -
4.14	Honeywell 10-Year Data Plan	Cellular communications modules (as required by your design)	107	\$ 43.17	\$ 4,619
Total Electric Meters			107		\$ 14,248

PHASE II WATER MODULES

4.A	NEW WATER MODULES FOR PURCHASE		Quantity	Each	Extended
4.01	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	5/8 Inch	1,329	\$ 89.99	\$ 119,590
4.02	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	3/4 Inch	78	\$ 89.99	\$ 7,019
4.03	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	1 inch	2,326	\$ 89.99	\$ 209,305
4.04	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	1 1/2 Inch	338	\$ 89.99	\$ 30,415
4.05	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	2 Inch	131	\$ 89.99	\$ 11,788
4.06	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	3 Inch	13	\$ 89.99	\$ 1,170
4.07	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	4 Inch	2	\$ 89.99	\$ 180
4.08	Honeywell - NXCM Water V4 - Remote Mount with in-line (NICOR) AMRIII connector	8 Inch or Larger	3	\$ 89.99	\$ 270
4.09		Service Disconnect/ Flow Restriction Adder	4,220	\$ -	\$ -
4.1		Pressure Sensing and Measurement	4,220	\$ -	\$ -
4.11		Flow Rate Sensing and Measurement	4,220	\$ -	\$ -
4.12		Leak Detect Hardware Add-On (If needed)	4,220	\$ -	\$ -
4.13		Temperature Sensing and Measurement	4,220	\$ -	\$ -
4.14	Honeywell 10-Year Data Plan	Cellular communications modules (as required by your design)	4,220	\$ 43.17	\$ 182,177
Total Electric Meters			4,220		\$ 561,914

NEW REPLACEMENT WATER METERS PHASE I

ATTACHMENT B

5	NEW WATER MODULES FOR PURCHASE		Quantity	Each	Extended
5.01	iPERL	5/8 Inch	29	\$ 186.30	\$ 5,403
5.02	iPERL	3/4 Inch	2	\$ 212.75	\$ 426
5.03	iPERL	1 inch	65	\$ 272.55	\$ 17,716
5.04	OMNI R2	1 1/2 Inch	3	\$ 661.25	\$ 1,984
5.05	OMNI C2	2 Inch	8	\$ 1,574.35	\$ 12,595
5.06	OMNI C2	3 Inch	0	\$ 2,028.60	\$ -
5.07	OMNI C2	4 Inch	0	\$ 3,598.35	\$ -
5.08	OMNI C2	8 Inch or Larger	0	\$ 10,481.10	\$ -
5.09	N/A	Service Disconnect/ Flow Restriction Adder	107	\$ -	\$ -
5.1	N/A	Pressure Sensing and Measurement	107	\$ -	\$ -
5.11	N/A	Flow Rate Sensing and Measurement	107	\$ -	\$ -
5.12	N/A	Leak Detect Hardware Add-On (If needed)	107	\$ -	\$ -
5.13	N/A	Temperature Sensing and Measurement	107	\$ -	\$ -
5.14	N/A	Cellular communications modules (as required by your design)		\$ -	\$ -
Total Water			107		\$ 38,123

NEW REPLACEMENT WATER METERS					
5	NEW WATER MODULES FOR PURCHASE		Quantity	Each	Extended
5.01	5/8" Sensus iPERL Water Meter with Nicor AMR Cable 5' (Male Connector)	5/8 Inch	922	\$ 186.30	\$ 171,769
5.02	3/4" Sensus iPERL Water Meter with Nicor AMR Cable 5' (Male Connector)	3/4 Inch	43	\$ 212.75	\$ 9,148
5.03	1" Sensus iPERL Water Meter with Nicor AMR Cable 5' (Male Connector)	1 inch	1,620	\$ 272.55	\$ 441,531
5.04	1 1/2" Sensus OMNI R2 Water Meter With Integral Strainer, AMR Output with Nicor A	1 1/2 Inch	326	\$ 661.25	\$ 215,568
5.05	2" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output a	2 Inch	112	\$ 1,574.35	\$ 176,327
5.06	3" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output a	3 Inch	12	\$ 2,028.60	\$ 24,343
5.07	4" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output a	4 Inch	2	\$ 3,598.35	\$ 7,197
5.08	8" Sensus OMNI C2 Water Meter With Integral Strainer, AMR Output, Pulse Output a	8 Inch or Larger	3	\$ 10,481.10	\$ 31,443
5.09	N/A	Service Disconnect/ Flow Restriction Adder	3,040	\$ -	\$ -
5.1	N/A	Pressure Sensing and Measurement	3,040	\$ -	\$ -
5.11	N/A	Flow Rate Sensing and Measurement	3,040	\$ -	\$ -
5.12	N/A	Leak Detect Hardware Add-On (If needed)	3,040	\$ -	\$ -
5.13	N/A	Temperature Sensing and Measurement	3,040	\$ -	\$ -
5.14	N/A	Cellular communications modules (as required by your design)		\$ -	\$ -
Total Electric Meters			3,040		\$ 1,077,326

6	INTEGRATION and TESTING		Quantity	Each	Extended
6.01	Initial System Acceptance Testing of Phase I		1	N/A	\$ -
6.02	Final System Acceptance Testing of Phase II		1	\$ 19,114	\$ 19,114
6.03	Interfaces for Purchaser's 3rd Party Installation Service WOMs - From AMI Vendor's Installer		1	\$ 23,060	\$ 23,060
6.04	Interfaces for Purchaser's CIS - Tyler New World		1	\$ -	\$ -
6.05	Interfaces for Purchaser's CIS - Possible Future Replacement - TBD		1	\$ -	\$ -
6.06	Interfaces for Purchaser's Engineering Analysis - Milsoft EA		1	\$ -	\$ -
6.07	Interfaces for Purchaser's Online Bill Pay - Tyler Bridge Pay - If Needed		1	\$ -	\$ -
6.08	Interfaces for Purchaser's Customer Portal - AMI Vendor Supplied		1	\$ -	\$ -
6.09	Interfaces for Purchaser's Pre-Paid Metering - As part of the Customer Portal		1	\$ -	\$ -
6.10	Interfaces for Purchaser's SCADA Electric - Survalent		1	\$ -	\$ -
6.11	Interfaces for Purchaser's SCADA Water - Survalent		1	\$ -	\$ -
6.12	Interfaces for Purchaser's GIS - Esri ArcGIS Online		1	\$ -	\$ -

ATTACHMENT B

Total Installation and Testing - AMI Field Equipment (excluded meters and modules)			\$	42,174
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PHASE I AMI VENDOR PROJECT MANAGEMENT & MATERIALS				
7	TRAINING, DOCUMENTATION, and PROJECT MANAGEMENT	Quantity	Each	Extended
7.01	Field Hardware Training & Computer Training, Special Report Generation (Turnkey training: including labor and travel expenses, etc.)	1	\$ 9,091	\$ 9,091
7.02	System Documentation Manuals, CDs, etc.	Included	\$ -	\$ -
7.03	Project Management	1	\$ 104,683	\$ 104,683
7.04	Est. Travel & Living Expenses: Round-trip flights	11	\$ 500.00	\$ 5,500
7.05	Est. Travel & Living Expenses: Per diem	33	\$ 250.00	\$ 8,250
7.06	Other costs as defined by Vendor		\$ -	\$ -
Total Training, Documentation, and Project Management				\$ 127,524

PHASE II AMI VENDOR PROJECT MANAGEMENT & MATERIALS				
7.A	TRAINING, DOCUMENTATION, and PROJECT MANAGEMENT	Quantity	Each	Extended
7.01	Field Hardware Training & Computer Training, Special Report Generation (Turnkey training: including labor and travel expenses, etc.)	1	\$ 9,546	\$ 9,546
7.02	System Documentation Manuals, CDs, etc.	Included	\$ -	\$ -
7.03	Project Management	1	\$ 166,655	\$ 166,655
7.04	Est. Travel & Living Expenses: Round-trip flights	6	\$ 500.00	\$ 3,000
7.05	Est. Travel & Living Expenses: Per diem	18	\$ 250.00	\$ 4,500
Total Training, Documentation, and Project Management				\$ 183,701

8	DA DEVICES	Quantity	Each	Extended
8.01	DA Communication Module	50	N/A	\$ -
8.02	Other costs as defined by Vendor	1	N/A	\$ -
Total Spare Parts		51		\$ -

9	SPARE PARTS (Required to Bid)	Quantity	Each	Extended
9.01	Spare Collector / Base station / Router	1	N/A	\$ -
9.02	Spare Repeater	2	N/A	\$ -
9.03	Other Spare parts	1	N/A	\$ -
Total Spare Parts		4		\$ -

10	TEST EQUIPMENT, TOOLS, SHIPPING, MISC.	Quantity	Each	Extended
10.01	CT-60 start up bundle (Installer Android, cable, backup battery, 5 yr warranty, paired Beltclip radio)	1	\$ 4,100	\$ 4,100
10.02	PROBE TEC Bluetooth PROBE 391003-06 includes case and 2 year warranty	1	\$ 980	\$ 980
10.03	Water FieldLogic Communicator Package + 3 Android Device + 3 Conductor Wire, 22GA, 500' roll+ Field Training + Project Management Fee	1	\$ 18,021	\$ 18,021
10.04	AMI System Freight Costs (Assumed to be included at no charge if left blank.)	1	See assumption	\$ -
10.05	Licensed Spectrum one-time cost (if applicable)		\$ -	\$ -
Total Test Equipment, Tools, and Shipping				\$ 23,101

ATTACHMENT B

Total: \$ 3,088,213

YEAR 1 / PHASE I FEES COSTS (recurring costs)

11	YEAR 1 ANNUAL SYSTEM COSTS - SaaS	Quantity	Each	Extended
11.01	Year 1 SaaS System Support Costs for Hardware	1	N/A	\$ -
11.02	Year 1 SaaS System Support Costs for Software & Licensing	1	\$ 10,108	\$ 10,108
11.03	Year 1 Licensed Spectrum Use Fee (if applicable)	1	\$ -	\$ -
11.04	Year 1 SaaS System Support Costs for OTA Firmware Updates	1	\$ -	\$ -
11.05	Year 1 SaaS System Support Costs for Phase Detect	1	\$ -	\$ -
11.06	Indicate quantity of cellular communications devices and annual cost (data/airtime) per unit			\$ -
Total Annual Costs				\$ 10,108

YEAR 2+ PHASE II FEES / COSTS (recurring costs)

11.A	YEAR 2+ ANNUAL SYSTEM COSTS - SaaS	Quantity	Each	Extended
11.01	Annual Year 2+ SaaS System Support Costs for Hardware	1	N/A	\$ -
11.02	Annual Year 2+ SaaS System Support Costs for Software & Licensing	1	\$ 32,604	\$ 32,604
11.03	Annual Year 2+ Licensed Spectrum Use Fee (if applicable)	1	\$ -	\$ -
11.04	Annual Year 2+ SaaS System Support Costs for OTA Firmware Updates	1	\$ -	\$ -
11.05	Annual fee for 3 years of data	1	\$ 7,125	\$ 7,125
11.06	Annual Year 2+ SaaS System Support Costs for Phase Detect	1	\$ -	\$ -
11.07	Indicate quantity of cellular communications devices and annual cost (data/airtime) per unit		\$ -	\$ -
Total Annual Costs				\$ 39,729

TOTAL ANNUAL COSTS \$ 49,837

ATTACHMENT B



Village of Winnetka - AMI System and Meter Exchange RFP														
Proprietary and Confidential to Power System Engineering, Inc. and Village of Winnetka														
Attachment B - Pricing Schedule - DETAIL														
Instructions:														
Please return the completed pricing schedule with Vendor response. Only fill out the areas shaded yellow.														
Please do not change the format of this form.														
Items with a "zero" quantity are not planned to be included in the initial purchase.														
Costs should include all software and equipment for complete system installed.														
Check formulas in cells to ensure extended costs are accurately stated.														

1	SOFTWARE AND TOOLS	Quantity	ITEM PRICE	EXTENDED PRICE
1.01	Interface to CIS		\$ -	\$ -
1.02	Interface to GIS		\$ -	\$ -
1.03	One-Time Software Fees		\$ -	\$ -
1.04	Field tools		\$ -	\$ -
1.05	Daily Upload of Work Completed		\$ -	\$ -
1.06	Other fees associated with software use		\$ -	\$ -
1.07	Other fees associated with software use		\$ -	\$ -
Subtotal			\$ -	

2 REQUIRED METER/MODULE INSTALLATION COSTS - PER METER/MODULE														
Please provide meter/module installation costs per meter type, per required task as listed below. This pricing must be based on the requirements listed in the Master Agreement and its Attachments.														
#	TASK	Included in Base price? Y/N	Meter Type	Electric Single Phase		Electric Polyphase		CT/PT Polyphase		Residential Water		Commercial Water		Total
			Meter Qty	4,810		346		0		2,969		75		5,156
				ITEM PRICE	EXTENDED	ITEM PRICE	EXTENDED	ITEM PRICE	EXTENDED			ITEM PRICE	EXTENDED	TOTAL
2.01	ISAT and FSAT - Warehousing of all Meters, Modules, AMI Equipment, and Old Meters	N		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.02	Postcards, Mailers, or Similar	N		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.03	Door Hangers - Most Locations are co-located w/ water and electric	N		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.04	Disposal of old meters/modules after 180 days	Y		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.05	Meter disposal recycling credit	Y		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.06	Digital photos as requested in the RFP requirements	Y		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.07	Installation of Purchaser provided meter seals and lock rings	Y		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -
2.08	Water Endpoints Outside (30%)	Y								\$ 170.00	\$ 134,028	\$ 980	\$ 22,050	\$ 156,078.00
2.09	Water Endpoints Needing Appointments / Inside (70%)	Y								\$ 170.00	\$ 312,732	\$ 980	\$ 51,450	\$ 364,182.00
2.10	Electric Meter Installation Base Price	Y		\$ 92.50	\$ 444,925	\$ 165.00	\$ 57,090	\$ 165.00	\$ -		\$ -	\$ -	\$ -	\$ 502,015.00
2.11	Residential Water Meter (1.5 inch) Installation Base Price	Y		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170.00	\$ 57,970	\$ -	\$ -	\$ 57,970.00
2.12	Remote Mount Retrofit Installation Base Price	Y		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95.00	\$ 110,200	\$ 95	\$ 1,330	\$ 111,530.00
Total Item Price and Total Extended Price Per Meter Type:					\$ 444,925		\$ 57,090		\$ -		\$ 504,730		\$ 73,500	\$ 1,191,775.00

3	OPTIONAL METER/MODULE INSTALLATION TASKS - PER METER/MODULE													
Please provide meter/module installation costs per meter type, per optional task offered by your firm.														
#	OPTIONAL SERVICES	Recommended for Purchaser? Y/N	Meter Type	Electric Single Phase		Electric Polyphase		CT/PT Polyphase		Residential Water		Commercial Water		Total
			Meter Qty	4,810		346		0		2,969		75		5,156
				ITEM PRICE	EXTENDED			ITEM PRICE	EXTENDED					TOTAL
3.01	Meter installation FAQ document			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.02	Infrared scan of empty meter socket			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.03	Pre-scheduling of all electric meter exchanges			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.04	Door Hangers - Most Locations are co-located w/ water and electric			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.05	Postcards, Mailers, or Similar			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.06	Test jaw tension			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.07	Installer meter testing on mobile bench			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.08	Installer meter testing at warehouse			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.09	Minor Adjustment: Tighten lugs or tighten connections			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
3.1	Medium Repair: Replace lug or lugs - Needs to be Qualified to Perform the work at Purchaser location (State, County, Local).			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
3.11	Major Repair: Replace internal block of Meter Base - Needs to be Qualified to Perform the work at Purchaser location (State, County, Local).			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
3.12	Replace Meter Base – 100 Amp - Needs to be Qualified to Perform the work at Purchaser location (State, County, Local).			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
3.13	Replace Meter Base – 200 Amp - Needs to be Qualified to Perform the work at Purchase location (State, County, Local).			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
3.14	Other optional adders not listed, but should be included			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.15	Other optional adders not listed, but should be included			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ATTACHMENT B

Subtotal				\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4	OTHER GENERAL INSTALLATION TASKS If any of installation tasks listed above are not included in the base price, please list them here and provide associated costs.	QTY	ITEM PRICE	EXTENDED PRICE											
4.01	Call and scheduling center	1	\$ -	\$ -											
4.02	Additional services to be added (included in base price)	1	\$ -	\$ -											
Total			\$ -												
5	PROJECT MANAGEMENT and TRAINING COSTS	QTY	ITEM PRICE	EXTENDED PRICE											
5.01	ISAT (Phase I) Project Management Fees	1	\$ -	\$ -											
5.02	FSAT (Phase II) Project Management	1	\$ -	\$ -											
5.03	ISAT (Phase I) Mobilization Fees	1	\$ -	\$ -											
5.04	FSAT (Phase II) Mobilization Fees	1	\$ -	\$ -											
5.05	Upfront and ongoing classroom and hands-on training with Purchaser staff on defined meter installation guidelines and to attend Purchaser safety training	1	\$ -	\$ -											
5.06	Additional services to be added (included in base price)	1	\$ -	\$ -											
Total			\$ -												
6	OTHER OPTIONAL TASKS	QTY	ITEM PRICE	EXTENDED PRICE											
6.01	Video or body camera of the installation	1	\$ -	\$ -											
6.02	Purchase of installation software after work is completed	1	\$ -	\$ -											
6.03	Purchase of installation hardware devices after work is completed	1	\$ -	\$ -											
6.04	Long term access to installation data (photos, reports, etc.) after the installation work is completed.	1	\$ -	\$ -											
6.05	Cost or Credit for completion of work 12 months sooner.	1	\$ -	\$ -											
6.06	Additional services to be added (NOT included in base price)	1	\$ -	\$ -											
Total			\$ -												
Total													\$	1,191,775.00	

NOTES Inserted by Bidder:

- 1 Please refer to the Assumptions Tab.
- 2
- 3

ATTACHMENT B



Village of Winnetka - AMI System and Meter Exchange RFP

Proprietary and Confidential to Power System Engineering, Inc. and Village of Winnetka

Attachment B - Pricing Schedule - DETAIL

Instructions:

Please return the completed pricing schedule with Vendor response. Only fill out the areas shaded yellow.

Please do not change the format of this form.

Items with a "zero" quantity are not planned to be included in the initial purchase.

Costs should include all software and equipment for complete system installed.

Check formulas in cells to ensure extended costs are accurately stated.

Base price assumes a read rate of 99.5% electric meter commitment and 100% service territory coverage as defined in AMI

For any meter locations assumed to be served with cellular, the air-time must be quoted as part of this bid and must contain a

2	Customer Portal Master Software and Servers - SaaS	Quantity	Each	Extended
2.01	One-Time SaaS System Fees - Software License	1	\$ -	\$ -
2.02	One-Time SaaS System Fees - Application and Database Server	1	\$ -	\$ -
2.03	One-Time SaaS System Fees - Test and Development System / Server	1	\$ -	\$ -
2.04	One-Time SaaS - Incremental Customer Portal endpoint / device license fees (if any)	1	\$ -	\$ -
2.05	One-Time SaaS - Database license fee (Indicate Oracle or SQL)	1	\$ -	\$ -
2.06	One-Time SaaS - Consumer Portal Mobile Application	1	\$ 8,625	\$ 8,625
2.07	One-Time SaaS - Consumer Text to Pay Setup	1	\$ -	\$ -
2.08	Other - One Time SaaS MyMeter Installation/Site Setup/Branding/Training/Testing	1	\$ 40,250	\$ 40,250
Total Customer Portal Software & Servers		8		\$ 48,875

6	INTEGRATION and TESTING	Quantity	Each	Extended
6.01	System Acceptance Testing (SAT)	1	\$ -	\$ -
6.02	Interfaces for Purchaser's AMI - TBD	1	\$ -	\$ -
6.03	Interfaces for Purchaser's 3rd Party Installation Service WOMs- TBD	1	\$ -	\$ -
6.04	Interfaces for Purchaser's CIS - Tyler New World	1	\$ -	\$ -
6.05	Interfaces for Purchaser's CIS - Possible Future Replacement - TBD	1	\$ -	\$ -
6.06	Interfaces for Purchaser's GIS - Esri ArcGIS Online	1	\$ -	\$ -
6.07	Interfaces Cost Estimate of Other Systems not Listed	1	\$ -	\$ -
Total Installation and Testing - Customer Portal		7		\$ -

7	TRAINING, DOCUMENTATION, and PROJECT MANAGEMENT	Quantity	Each	Extended
7.01	Field Hardware Training & Computer Training, Special Report Generation (Turnkey training:	1	\$ -	\$ -
7.02	System Documentation Manuals, CDs, etc.	1	\$ -	\$ -
7.03	Project Management	1	\$ -	\$ -
7.04	Other costs as defined by Vendor		\$ -	\$ -
7.05	Other costs as defined by Vendor		\$ -	\$ -
7.06	Other costs as defined by Vendor		\$ -	\$ -
Total Training, Documentation, and Project Management		3		\$ -

Total: \$ 48,875

ANNUAL COSTS (recurring costs)

11	ANNUAL SYSTEM COSTS - SaaS	Quantity	Each	Extended
11.01	Annual SaaS System Support Costs for Software & Licensing	1	\$ 23,988	\$ 23,988
11.02	Annual SaaS System Support Costs for Integration	1	\$ -	\$ -
11.03	Annual SaaS System Support Costs Mobile Application	1	\$ 3,680	\$ 3,680
11.04	Annual SaaS System Support Costs Text Pay	1	\$ -	\$ -
11.05	Other annual costs	1	\$ -	\$ -
Total Annual Costs		5		\$ 27,668

TOTAL ANNUAL COSTS \$ 27,668



**Power System
Engineering**

Attachment C: Payment Schedule Comments and Exceptions

Please review **Table 1: Milestone Payment Schedule** found in the **AMI System Master Turnkey Supply Agreement**. Please confirm below that you agree with the payment schedule, or note any comments or exceptions.

Honeywell response:

Please find our comments directly on the file named AMI System Master Turnkey Supply Agreement - Honeywell Redlines or pricing schedule notes.

Or

Elster proposes monthly payments under net 30 payment terms



Attachment D-1: AMI Initial System Acceptance Test

Test Procedure

Test	Activity	Overview	Procedure
1)	Test meter endpoints in the field.	Using a field handheld tool or device, verify communications with 5 polyphase electric, and 5 residential meters.	Connect to the meter with the field device. Verify a reading of kwh and demand can be retrieved. Verify diagnostic information from the AMI network can also be retrieved.
2)	Test module endpoints in the field.	Using a field handheld tool or device, verify communications with 5 commercial, and 5 residential water meters.	Connect to the module with the field device. Verify a reading of gallons can be retrieved. Verify diagnostic information from the AMI network can also be retrieved.
3)	Test meter demand reset from AMI software.	Verify peak demand can be reset from the software system and the peak demand is read and stored.	Reset the current demand from the office. Confirm the current demand reading is set to zero and the current demand reading has been moved to the 'peak' or 'frozen' register in the meter.
4)	Test meters with electric endpoints capable of remote disconnect through the AMI software.	Using the AMI software, verify with 5 residential meters a disconnect and reconnect can be performed.	Send the meter the command to open the disconnect. Confirm and verify the disconnect action has completed through confirmation messages. Once verified, send a reconnect message. Confirm the meter has reconnected service.
5)	Test meters with electric endpoints capable of remote disconnect through the field tool.	Using a field handheld tool or device, verify with 5 residential meters a disconnect can be performed.	Connect to the meter with the field device and/or optical port. Confirm a successful disconnect and reconnect can be performed onsite.
6)	Test meter/module configurability for polyphase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as; Sag/Swell alarms, TOU programs, or meter collecting/reporting intervals.	Using 5 – 10 installed Polyphase meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.



Test	Activity	Overview	Procedure
7)	Test meter/module configurability for single phase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as: meter collecting/reporting intervals.	Using 5 – 10 installed residential meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
8)	Test meter/module configurability for water meters.	Verify module parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as: module collecting/reporting intervals.	Using 5 – 10 installed water or wastewater modules on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system. (Please note that Reporting Intervals (Push Schedule) and/or Interval Resolution changes will create a Job in NetSense that will execute at the next wake-up interval of the NXCM, thus the Job is not immediate, but according to the programmed wake-up interval at module installation.)
9)	Test meter/module alarms and events for electric meters.	Verify any alarms and events can be sent to the AMI software system and then notifies users when a meter (up to 5 meters) has reported in an alarm/event.	Such as: Remove a meter from the socket and re-install upside down. This should prompt a reverse flow alarm. Confirm the meter continues to accumulate kwh into the meter's forward register. The meter should not be setup for net-metering or reverse flow otherwise the meter will not send in the alarm. Or other similar tests.
10)	Test meter/module alarms and events for water modules.	Verify any alarms and events can be sent to the AMI software system and then notifies users when a module (up to 5 locations) has reported in an alarm/event.	Such as: Remove a module connector from the meter. This should prompt an alarm. Confirm, once the module is reconnected, it sends an update alarm, the newest reading, and the missed past readings (backfilling). Or other similar tests.
11)	Test Communications to Data Collectors from the office.	Verify all AMI network equipment is accessible through the AMI software system. Verify communications and all other available data is being received.	Using the AMI software head end, verify communications to the AMI network equipment (collection points and repeaters) are up. Verify network health, communication statistics, system specs, and all other available information is being collected.
12)	Confirm the AMI system is reading multiple channels from all electric meters.	Verify the AMI system is collecting multiple interval channels and are being collected for each type of electric meter in service.	Through a schedule reading and an ad-hoc read using the AMI software system, verify the system is collecting and displaying correct data from multiple channels. Using the AMI software, visually confirm the data and run a report containing the same information. Confirm the data is collected. Verify the data is correct by downloading the data physically at the meter.



Test	Activity	Overview	Procedure
13)	Verify the AMI system is setup to bring back the correct requested data fields for C&I meters.	Verify for 5 polyphase electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the AMI software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
14)	Verify the AMI system is setup to bring back the correct requested data fields for residential electric meters.	Verify for 5 residential electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the AMI software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
15)	Verify the AMI system is setup to bring back the correct requested data fields for water modules.	Verify for 5 water or wastewater modules the correct register data is being recorded and reported.	Through a schedule reading using the AMI software system, at the same time an employee performs a manual reading at the meter physically at the meter dial (the fieldtool can also be used). Verify the readings match. To increase the read frequency of the module, a Job must be created per Test 8 above. This will create a subsequent reduction in battery life to Push module data more frequently. All other reads will have a lag between Pushes in the NetSense Head End System.
16)	Verify the AMI system can perform ad-hoc or on-demand electric meter reads.	Perform an on-demand read using the AMI software.	Initiate an on-demand or ad-hoc reading from the AMI software system. Verify the AMI system collects the data and displays it for the user.
17)	Verify the AMI system can perform ad-hoc or on-demand water meter reads.	Perform an on-demand read using the AMI software.	Initiate an on-demand or ad-hoc reading from the AMI software system (a Fieldtool can also assist in collection of the read). Verify the AMI system collects the data and displays it for the user. To increase the read frequency of the module, a Job must be created per Test 8 above. This will create a subsequent reduction in battery life to Push module data more frequently. All other reads will have a lag between Pushes in the NetSense Head End System, but this process can be used to demonstrate a reduction to near-on-request Push frequency.
18)	Verify the AMI system is providing a back fill of missing/missed readings.	Verify data gap filling is being performed by the AMI software/Collection points.	Disconnect a collection point for 12 - 24 hours (making sure all backup power is also removed). Energize the collection point and verify the missing data readings have been collected. Verify using AMI software reporting tools.
19)	The system is reading all endpoints at or above the required 99.5% read rate on all installed and network joined endpoints.	Confirm the AMI system is collecting and reading all meter intervals, and on-demand readings at 99.5% of all available meters joined in the network.	Read a group of meters on-demand from the AMI or other integration software system. Record the time and date of the request. Verify a successful reading. Run a system read request and success log file for the daily readings. Verify the system is at 99.5% or higher. Exceptions to reading rates apply.



Test	Activity	Overview	Procedure
20)	The system is collecting 100% of billing data in a three-day period on all installed and network joined meters.	Confirm the AMI system is collecting a usable daily register billing read for 100% of all available meters joined in the network over a 3-day period.	Generate an AMI software reading data collection statistics report and confirm through a billing file export that 100% of all meters have a billing register reading within the last 3 days.
21)	Data exchanged between the AMI and CIS is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing CIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and CIS is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the CIS and vice versa.
22)	Data exchanged between the AMI and Engineering Analysis is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing EA is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and EA is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the EA and vice versa.
23)	Data exchanged between the AMI and GIS is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing GIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and GIS is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the GIS and vice versa.
24)	Data exchanged between the AMI and Electric SCADA is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing SCADA is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and SCADA is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the SCADA and vice versa.



Test	Activity	Overview	Procedure
25)	Data exchanged between the AMI and Water SCADA is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing SCADA is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and SCADA is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the SCADA and vice versa.
26)	Electric outage detection and restore messages	Remove a random sample of meters (up to 5) or remove the power source to a meter to simulate an outage. Verify the outage message and the restore message is received at the AMI software system.	Remove power or meters completely from service (do not remove the meter from the vicinity). Give the meter 5 minutes to ensure the meter has registered the outage. During this time, the meter should send in the outage message, verify after 5 mins the message has been sent. Restore power to the meter and verify the restore and outage message has been received at the AMI software system. Run an outage report for the all the meters. Verify a date and timestamp are given with the outage and restore message. Verify these timestamps are correct.
27)	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.	Confirm all setup groups and users in those groups have the correct log in permissions for their roles. Verify new users and groups can be created and assigned.	Create user logins and groups. Verify each group has their own specific roles. Verify there are no generic users or shared logins.
28)	Verify meters on the system can collect 15 min data intervals and report in data.	Verify all meters in phase I electric meters can collect 15 min data intervals for kWh, voltage profile, and demand profile. Data must be reported at a minimum, every 4 hours.	Run the meters on the system at 15 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all meters. Confirm the billing readings remain at 100% in a rolling 3-day period. Return the meter configurations back to their default settings (if needed). Confirm the changes have taken place. Confirm the meters are reporting in default data intervals at 99.5% success and billing readings remain at 100% in a rolling 3-day period.
29)	Verify water meters on the system can collect 60 min data intervals and report in data.	Verify all modules in phase I water meter deployment can collect 60 min data intervals in gallons. Data must be reported at a minimum, every 24 hours.	Run the modules on the system at 60 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all modules. Confirm the billing readings remain at 100% in a rolling 3-day period. Return the meter configurations back to their default settings (if needed). Confirm the changes have taken place. Confirm the meters are reporting in default data intervals at 99.5% success and billing readings remain at 100% in a rolling 3-day period.



Test Results

Test	Activity	Pass	Fail	Date	Individual(s) Initials
1)	Test meter endpoints in the field.				
2)	Test module endpoints in the field.				
3)	Test meter demand reset from AMI software.				
4)	Test meters with electric endpoints capable of remote disconnect through the AMI software.				
5)	Test meters with electric endpoints capable of remote disconnect through the field tool.				
6)	Test meter/module configurability for polyphase electric meters.				
7)	Test meter/module configurability for single phase electric meters.				
8)	Test meter/module configurability for water meters.				
9)	Test meter/module alarms and events for electric meters.				
10)	Test meter/module alarms and events for water modules.				
11)	Test Communications to Data Collectors from the office.				
12)	Confirm the AMI system is reading multiple channels from all electric meters.				
13)	Verify the AMI system is setup to bring back the correct requested data fields for C&I meters.				
14)	Verify the AMI system is setup to bring back the correct requested data fields for residential electric meters.				
15)	Verify the AMI system is setup to bring back the correct requested data fields for water modules.				
16)	Verify the AMI system can perform ad-hoc or on-demand electric meter reads.				
17)	Verify the AMI system can perform ad-hoc or on-demand water meter reads.				
18)	Verify the AMI system is providing a back fill of missing/missed readings.				
19)	The system is reading all endpoints at or above the required 99.5% read rate				



Test	Activity	Pass	Fail	Date	Individual(s) Initials
	on all installed and network joined endpoints.				
20)	The system is collecting 100% of billing data in a three-day period on all installed and network joined meters.				
21)	Data exchanged between the AMI and CIS is successful.				
22)	Data exchanged between the AMI and Engineering Analysis is successful.				
23)	Data exchanged between the AMI and GIS is successful.				
24)	Data exchanged between the AMI and Electric SCADA is successful.				
25)	Data exchanged between the AMI and Water SCADA is successful.				
26)	Electric outage detection and restore messages				
27)	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.				
28)	Verify all meters on the system can collect 15 min data intervals and report in data.				
29)	Verify water meters on the system can collect 60 min data intervals and report in data.				



Attachment D-2: Optional Customer Portal System Acceptance Test Test Procedure

Test	Activity	Overview	Procedure
1)	Endpoints are loaded correctly into the system.	Confirm the endpoints are uploaded from the CIS into the customer portal and are available for display.	Perform a daily or other time framed data sync from the CIS to the Customer portal. This can be performed on 5 – 10 accounts. Confirm the information displayed and loaded from the CIS matches that in the Customer Portal.
2)	Endpoints the MDMS is reading match in the software.	Confirm the endpoint data is uploaded from the MDMS into the customer portal and is available for display. Confirm this matches the most recent reading provided by the MDMS.	Perform a daily or other time framed data sync from the MDMS system to the Customer portal. This can be performed on 5 – 10 accounts/endpoints. Confirm the endpoint reading retrieved from the MDM system and matches that in the Customer Portal.
3)	Customer information is correct and valid.	Confirm the endpoint data is uploaded from the AMI into the customer portal and is available for display. Confirm this also matches the data from the CIS.	Perform a daily or other time framed data sync from the AMI system to the Customer portal. This can be performed on 5 – 10 accounts/endpoints. Confirm the information displayed and loaded from the AMI matches that in the Customer Portal and CIS.
4)	Meter exchanges or change outs are automatically updated in the system	Confirm the CIS, AMI, and Customer Portal are able to process a meter exchange/ meter change out. This is automated and little to no human intervention is needed.	Initiate a meter change out from the CIS on 5 – 10 endpoints. The Customer Portal must auto-update the new meter information while retaining the old account information, meter readings, and data.
5)	System displays usage overtime.	Confirm the system is properly displaying usage and load profile information.	Using 5 residential and 5 C&I accounts. Verify the customer portal is able to properly display the AMI interval data provided. The profile data can be multiple channels; such as kWh usage per interval and/or load profile.
6)	System displays usage overlayed with temperature	Confirm the system is properly displaying usage overlayed with current and historical temperature information.	Using 5 residential and 5 C&I accounts. Confirm the account page is able to toggle on and off the current and historical temperature while overlayed with the usage readings.
7)	System displays load profile data overlayed with temperature	Confirm the system is properly displaying load profile overlayed with current and historical temperature information.	Using 5 residential and 5 C&I accounts. Confirm the account page is able to toggle on and off the current and historical temperature while overlayed with the load profile readings.



Test	Activity	Overview	Procedure
8)	System is able to display and overlay readings with weather data.	Confirm the system is properly displaying other current and historical weather information. Such as, high/low temp., humidity, etc.	Using 5 residential and 5 C&I accounts. Confirm the account page is able to toggle on and off the current and historical weather data while overlayed with the user chosen meter data. Weather data is considered to be: high and low daily temperature, daily/weekly/monthly average temp., current and historical humidity, and other pertinent information.
9)	Endpoint readings and graphs must scale based on filtering and input selections.	On the account/endpoint display page, the data graphics must adjust and scale correctly as the user inputs different data view filters and information drill downs (daily, monthly, hourly, etc.)	Using 5 – 10 accounts, verify the display and graphics auto adjust and scale based on the filtering choices. The screen must present the data in yearly, monthly, weekly, daily, hourly, sub-hourly break downs and automatically display these view changes to the user.
10)	System is able to display multiple meters/accounts on a single log-in.	On accounts/services with more than one meter assigned to their account, the system must support the ability to display the readings without having to change account logins.	Using an account with multiple meters under a single account name (landlord), the system must support the ability to view all the accounts, usage, load, demand, and other metrics with a single-sign-on user account.
11)	System supports a “customer view”.	The system has the ability for customer service or other utility representative to look up an account and switch to “customer view” to see what a customer sees.	Using 5 accounts, make sure the system can support a customer view. This would mimic or emulate the view a customer/consumer would see to help with troubleshooting over the phone or walking through a process.
12)	The system displays past bills and a month over month bill comparison tool.	The account displays current bill amount, past due amounts, and a month over month comparison.	Using 5 – 10 accounts, verify the system displays the current bill due and amount (if any). Also verify the bill is compared to last month’s showing either an increase or decrease and the percentage.
13)	Accounts are able to retrieve current and past months bills.	The account is able to display and make available a download copy of the current month and any past month up to 12 months.	Using 5 – 10 accounts, verify the system displays the current bill. Also verify the past 12 months of bills are available to view and download.
14)	The system can toggle the view between usage, demand, and dollar amount.	The customer portal can toggle data in various units. For a billing cycle the display can show current usage, the demand, or be toggled to show the account translated into dollars.	Using 5 residential and 5 C&I accounts. Verify the view can be toggled between showing current usage and demand as compared to the last bill. Verify this view can be changed or toggled to show the data in a current dollar amount due and as compared to last month.
15)	System supports online bill payment and processing.	The account holder has the ability to pay their account online through the portal.	Using 5 – 10 test accounts. Verify a bill is generated, posted to the account, and can be paid online. The transaction requires a payment confirmation notice.



Test	Activity	Overview	Procedure
16)	Customer portal displays utility contact information for support.	The customer portal displays an ease to find utility contact page.	Verify the customer portal provides an easy to find utility contact page. This should include an email, phone number, and website.
17)	Software is configured and modified to Utility's "look and feel".	The customer portal has the ability to display the utility's logo, color scheme, and be configurable.	Verify the customer portal pages can be configured to match the Utility's color scheme, display the logo (with a link to the webpage), and other unique features.
18)	System can be configured to send reminders and email alerts.	The system can be configured to send out reminders for approaching bill due dates, unusual usage (up or down), and other account alerts and messages.	Using 5 – 10 accounts. Define and setup account level alerts. Test conditions and report generation. Confirm an email or text can be received.
19)	Customer can perform a high bill complaint.	The customer, with possible assistance from a Utility Representative, can perform a high bill analysis.	Using 5 – 10 accounts. Perform a high bill analysis via a tabular view data downloaded. Confirm data is retrieved and organized. The information should be able to be downloaded.
20)	MDMS and Customer Portal are integrated and exchanging data.	Confirm the MDMS data and customer portal are integrated and able to exchange meter reading information, account information, and other like/similar data.	Confirm through accounts, and log file generation the data from the MDM system is regularly and consistently being exchanged with the customer portal. Likewise, confirm the customer portal is able to exchange pertinent information back to the AMI system if applicable.



Test Results

Test	Activity	Pass	Fail	Date	Individual(s) Initials
1)	Endpoints are loaded correctly into the system.				
2)	Endpoints the MDMS is reading match in the software.				
3)	Customer information is correct and valid.				
4)	Meter exchanges or change outs are automatically updated in the system				
5)	System displays usage overtime.				
6)	System displays usage overlayed with temperature				
7)	System displays load profile data overlayed with temperature				
8)	System is able to display and overlay readings with weather data.				
9)	Endpoint readings and graphs must scale based on filtering and input selections.				
10)	System is able to display multiple meters/accounts on a single log-in.				
11)	System supports a “customer view”.				
12)	The system displays past bills and a month over month bill comparison tool.				
13)	Accounts are able to retrieve current and past months bills.				
14)	The system can toggle the view between usage, demand, and dollar amount.				
15)	System supports online bill payment and processing.				
16)	Customer portal displays utility contact information for support.				
17)	Software is configured and modified to Utility’s “look and feel”.				
18)	System can be configured to send reminders and email alerts.				
19)	Customer can perform a high bill complaint.				
20)	MDMS and Customer Portal are integrated and exchanging data.				



Attachment E: AMI Final System Acceptance Test

Test Procedure

Test	Activity	Overview	Procedure
1)	Test meter endpoints in the field.	Using a field handheld tool or device, verify communications with 50 - 1000 polyphase electric, and 50 - 1000 residential meters.	Connect to the meter with the field device. Verify a reading of kwh and demand can be retrieved. Verify diagnostic information from the AMI network can also be retrieved.
2)	Test module endpoints in the field.	Using a field handheld tool or device, verify communications with 50 - 1000 commercial, and 50 - 1000 residential water meters.	Connect to the module with the field device. Verify a reading of gallons can be retrieved. Verify diagnostic information from the AMI network can also be retrieved.
3)	Test meter demand reset from AMI software.	Verify peak demand can be reset from the software system and the peak demand is read and stored.	Reset the current demand from the office. Confirm the current demand reading is set to zero and the current demand reading has been moved to the 'peak' or 'frozen' register in the meter.
4)	Test meters with electric endpoints capable of remote disconnect through the AMI software.	Using the AMI software, verify with 50 - 1000 residential meters a disconnect and reconnect can be performed.	Send the meter the command to open the disconnect. Confirm and verify the disconnect action has completed through confirmation messages. Once verified, send a reconnect message. Confirm the meter has reconnected service.
5)	Test meters with electric endpoints capable of remote disconnect through the field tool.	Using a field handheld tool or device, verify with 50 - 1000 residential meters a disconnect can be performed.	Connect to the meter with the field device and/or optical port. Confirm a successful disconnect and reconnect can be performed onsite.
6)	Test meter/module configurability for polyphase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as; Sag/Swell alarms, TOU programs, or meter collecting/reporting intervals.	Using 50 – 1000 installed Polyphase meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.



Test	Activity	Overview	Procedure
7)	Test meter/module configurability for single phase electric meters.	Verify meter parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as: meter collecting/reporting intervals.	Using 50 – 1000 installed residential meters on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system.
8)	Test meter/module configurability for water meters.	Verify module parameters (recording and reporting intervals) can be changed 'over-the-air' from the AMI software system. Must be able to configure and re-configure items such as: module collecting/reporting intervals.	Using 50 – 1000 installed water or wastewater modules on the system. Alter the reporting and recording intervals and confirm the change. Setup status, events, and alarms. Confirm these status and event changes. All changes and updates must be done from the office through the software system. (Please note that Reporting Intervals (Push Schedule) and/or Interval Resolution changes will create a Job in NetSense that will execute at the next wake-up interval of the NXCM, thus the Job is not immediate, but according to the programmed wake-up interval at module installation.)
9)	Test meter/module alarms and events for electric meters.	Verify any alarms and events can be sent to the AMI software system and then notifies users when a meter (up to 50 – 1000 meters) has reported in an alarm/event.	Such as: Remove a meter from the socket and re-install upside down. This should prompt a reverse flow alarm. Confirm the meter continues to accumulate kwh into the meter's forward register. The meter should not be setup for net-metering or reverse flow otherwise the meter will not send in the alarm. Or other similar tests.
10)	Test meter/module alarms and events for water modules.	Verify any alarms and events can be sent to the AMI software system and then notifies users when a module (up to 50 - 1000 locations) has reported in an alarm/event.	Such as: Remove a module connector from the meter. This should prompt an alarm. Confirm, once the module is reconnected, it sends an update alarm, the newest reading, and the missed past readings (backfilling). Or other similar tests.
11)	Test Communications to Data Collectors from the office.	Verify all AMI network equipment is accessible through the AMI software system. Verify communications and all other available data is being received.	Using the AMI software head end, verify communications to the AMI network equipment (collection points and repeaters) are up. Verify network health, communication statistics, system specs, and all other available information is being collected.
12)	Confirm the AMI system is reading multiple channels from all electric meters.	Verify the AMI system is collecting multiple interval channels and are being collected for each type of electric meter in service.	Through a schedule reading and an ad-hoc read using the AMI software system, verify the system is collecting and displaying correct data from multiple channels. Using the AMI software, visually confirm the data and run a report containing the same information. Confirm the data is collected. Verify the data is correct by downloading the data physically at the meter.



Test	Activity	Overview	Procedure
13)	Verify the AMI system is setup to bring back the correct requested data fields for C&I meters.	Verify for 50 - 1000 polyphase electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the AMI software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
14)	Verify the AMI system is setup to bring back the correct requested data fields for residential electric meters.	Verify for 50 - 1000 residential electric meters the correct register data is being recorded and reported.	Through a schedule reading and an ad-hoc read using the AMI software system, at the same time an employee performs a manual reading at the meter through the optical data port. Verify the readings match for multiple channels.
15)	Verify the AMI system is setup to bring back the correct requested data fields for water modules.	Verify for 50 - 1000 water or wastewater modules the correct register data is being recorded and reported.	Through a schedule reading using the AMI software system, at the same time an employee performs a manual reading at the meter physically at the meter dial (the fieldtool can also be used). Verify the readings match. To increase the read frequency of the module, a Job must be created per Test 8 above. This will create a subsequent reduction in battery life to Push module data more frequently. All other reads will have a lag between Pushes in the NetSense Head End System.
16)	Verify the AMI system can perform ad-hoc or on-demand electric meter reads.	Perform an on-demand read using the AMI software.	Initiate an on-demand or ad-hoc reading from the AMI software system. Verify the AMI system collects the data and displays it for the user.
17)	Verify the AMI system can perform ad-hoc or on-demand water meter reads.	Perform an on-demand read using the AMI software.	Initiate an on-demand or ad-hoc reading from the AMI software system (a Fieldtool can also assist in collection of the read). Verify the AMI system collects the data and displays it for the user. To increase the read frequency of the module, a Job must be created per Test 8 above. This will create a subsequent reduction in battery life to Push module data more frequently. All other reads will have a lag between Pushes in the NetSense Head End System, but this process can be used to demonstrate a reduction to near-on-request Push frequency.
18)	Verify the AMI system is providing a back fill of missing/missed readings.	Verify data gap filling is being performed by the AMI software/Collection points.	Disconnect a collection point for 12 - 24 hours (making sure all backup power is also removed). Energize the collection point and verify the missing data readings have been collected. Verify using AMI software reporting tools.
19)	The system is reading all endpoints at or above the required 99.5% read rate on all installed and network joined endpoints.	Confirm the AMI system is collecting and reading all meter intervals, and on-demand readings at 99.5% of all available meters joined in the network.	Read a group of meters on-demand from the AMI or other integration software system. Record the time and date of the request. Verify a successful reading. Run a system read request and success log file for the daily readings. Verify the system is at 99.5% or higher. Exceptions to reading rates apply.



Test	Activity	Overview	Procedure
20)	The system is collecting 100% of billing data in a three-day period on all installed and network joined meters.	Confirm the AMI system is collecting a usable daily register billing read for 100% of all available meters joined in the network over a 3-day period.	Generate an AMI software reading data collection statistics report and confirm through a billing file export that 100% of all meters have a billing register reading within the last 3 days.
21)	Data exchanged between the AMI and CIS is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing CIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and CIS is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the CIS and vice versa.
22)	Data exchanged between the AMI and Engineering Analysis is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing EA is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and EA is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the EA and vice versa.
23)	Data exchanged between the AMI and GIS is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing GIS is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and GIS is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the GIS and vice versa.
24)	Data exchanged between the AMI and Electric SCADA is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing SCADA is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and SCADA is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the SCADA and vice versa.



Test	Activity	Overview	Procedure
25)	Data exchanged between the AMI and Water SCADA is successful.	Verify all data collected and required to be exchanged between the AMI software and the existing SCADA is correct, processed, and fully executing without issue or data loss.	Confirm the appropriate interface between the AMI software system and SCADA is successful. This could be flat file, MultiSpeak, an API, or other method combinations. Confirm the interface(s) are exchanging data from the AMI into the SCADA and vice versa.
26)	Electric outage detection and restore messages	Remove a random sample of meters (up to 1000) or remove the power source to a meter to simulate an outage. Verify the outage message and the restore message is received at the AMI software system.	Remove power or meters completely from service (do not remove the meter from the vicinity). Give the meter 5 minutes to ensure the meter has registered the outage. During this time, the meter should send in the outage message, verify after 5 mins the message has been sent. Restore power to the meter and verify the restore and outage message has been received at the AMI software system. Run an outage report for the all the meters. Verify a date and timestamp are given with the outage and restore message. Verify these timestamps are correct.
27)	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.	Confirm all setup groups and users in those groups have the correct log in permissions for their roles. Verify new users and groups can be created and assigned.	Create user logins and groups. Verify each group has their own specific roles. Verify there are no generic users or shared logins.
28)	Verify meters on the system can collect 15 min data intervals and report in data.	Verify all meters in the service territory can collect 15 min data intervals for kWh, voltage profile, and demand profile. Data must be reported at a minimum, every 4 hours.	Run the meters on the system at 15 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all meters. Confirm the billing readings remain at 100% in a rolling 3-day period. Return the meter configurations back to their default settings (if needed). Confirm the changes have taken place. Confirm the meters are reporting in default data intervals at 99.5% success and billing readings remain at 100% in a rolling 3-day period.
29)	Verify water meters on the system can collect 60 min data intervals and report in data.	Verify all modules in the service territory can collect 60 min data intervals in gallons. Data must be reported at a minimum, every 24 hours.	Run the modules on the system at 60 min intervals for 7 full days. Confirm the data is being collected and reported by 99.5% of all modules. Confirm the billing readings remain at 100% in a rolling 3-day period. Return the meter configurations back to their default settings (if needed). Confirm the changes have taken place. Confirm the meters are reporting in default data intervals at 99.5% success and billing readings remain at 100% in a rolling 3-day period.



Test Results

Test	Activity	Pass	Fail	Date	Individual(s) Initials
1)	Test meter endpoints in the field.				
2)	Test module endpoints in the field.				
3)	Test meter demand reset from AMI software.				
4)	Test meters with electric endpoints capable of remote disconnect through the AMI software.				
5)	Test meters with electric endpoints capable of remote disconnect through the field tool.				
6)	Test meter/module configurability for polyphase electric meters.				
7)	Test meter/module configurability for single phase electric meters.				
8)	Test meter/module configurability for water meters.				
9)	Test meter/module alarms and events for electric meters.				
10)	Test meter/module alarms and events for water modules.				
11)	Test Communications to Data Collectors from the office.				
12)	Confirm the AMI system is reading multiple channels from all electric meters.				
13)	Verify the AMI system is setup to bring back the correct requested data fields for C&I meters.				
14)	Verify the AMI system is setup to bring back the correct requested data fields for residential electric meters.				
15)	Verify the AMI system is setup to bring back the correct requested data fields for water modules.				
16)	Verify the AMI system can perform ad-hoc or on-demand electric meter reads.				
17)	Verify the AMI system can perform ad-hoc or on-demand water meter reads.				
18)	Verify the AMI system is providing a back fill of missing/missed readings.				
19)	The system is reading all endpoints at or above the required 99.5% read rate				



Test	Activity	Pass	Fail	Date	Individual(s) Initials
	on all installed and network joined endpoints.				
20)	The system is collecting 100% of billing data in a three-day period on all installed and network joined meters.				
21)	Data exchanged between the AMI and CIS is successful.				
22)	Data exchanged between the AMI and Engineering Analysis is successful.				
23)	Data exchanged between the AMI and GIS is successful.				
24)	Data exchanged between the AMI and Electric SCADA is successful.				
25)	Data exchanged between the AMI and Water SCADA is successful.				
26)	Electric outage detection and restore messages				
27)	Setup specific login groups (member service, admin, etc.) and verify login permissions on set correctly.				
28)	Verify all meters on the system can collect 15 min data intervals and report in data.				
29)	Verify water meters on the system can collect 60 min data intervals and report in data.				

ATTACHMENT F-1
Winnetka Data Flow Diagram

[REDACTED - PRIVATE & CONFIDENTIAL]

ATTACHMENT F-2
Winnetka Interface Summary and System of
Truth

[REDACTED - PRIVATE & CONFIDENTIAL]

ATTACHMENT F-3
Multi-Speak Integration

[REDACTED - PRIVATE & CONFIDENTIAL]

ATTACHMENT G
Responsibility Summary

[REDACTED - PRIVATE & CONFIDENTIAL]



Appendix H – Supplemental Schedule of Contract Terms

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. Project:

Honeywell Response: Please refer to the Executive summary and/or Scope of work

2. Work Site:

Honeywell Response: Please refer to the Executive summary and/or Scope of work

3. Permits, Licenses, Approvals, and Authorizations:

Supplier must obtain all required governmental permits, licenses, approvals, and authorizations, except:

☐

[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

Honeywell Response: See Master Revised Agreement _____

☐

No Exceptions

4. Commencement Date:

Honeywell Response: We will comply withing the terms of our master agreement.

☐

the date of execution of the Agreement by Owner.



☐ _____ days after execution of the Agreement t by Owner.

☐ _____, 20____

5. Completion Date:

☐ _____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 3.1 of the Contract

Honeywell Response: We will comply withing the terms of our master agreement.

☐ _____, 20____, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 3.1 of the Agreement

6. Insurance Coverage:

Honeywell Response:

See Attachment 13 – Certificate of Insurance

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

(1) Worker's Compensation: Statutory;

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

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

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

All employees must be included as insureds.

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

(1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.

(2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence



(3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

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

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

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

All employees must be included as insured.



D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Supplier and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Supplier.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.



☐ E. Owner's and Supplier's Protective Liability Insurance. Supplier, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000. Not comply

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$10,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

☐ G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.

☐ H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

☐ I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

ATTACHMENT K – STATEMENT OF WORK (AMI)

STATEMENT OF WORK

This Statement of Work (SOW) defines the work to be completed by Honeywell and Village of Winnetka, IL ("Buyer") for the successful implementation of a Honeywell Advanced Metering Infrastructure (AMI) system. This document defines the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required to achieve the desired outcome, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks. By their authorized signature below, both parties agree to this SOW and its content.

This SOW is governed by the HPS Sales Terms and Conditions and any Addenda or Exhibits identified as applicable in the Agreement. In the event of any conflict between this SOW and the HPS Sales Terms or any Addenda or Exhibits, this SOW will prevail. Capitalized terms used in these terms and conditions and not otherwise defined have the meanings given to them in the HPS Sales Terms and Conditions and applicable Exhibits.

1. SCOPE OF WORK

This AMI project includes: (Detailed in Attachment B Pricing Schedule and BOM)

- a) Connexo NetSense software
- b) Connexo NetSense software will be hosted by Honeywell
- c) CATM1 Electric Meters
- d) NXCM V5 Water Modules
- e) Sensus Water Meters
- f) Services (i.e. project services and integration) as described herein.
- g) Meter Exchange SOW is detailed in a separate "Installation SOW" provided by Honeywell Process Solutions

The Connexo NetSense software used to operate the system will be Hosted by Honeywell. All other hardware will be deployed within Buyer territory as identified during the pre-project planning process.

All software, hardware and services not included in the above list are outside the scope of this SOW and are the responsibility of Buyer to provide if necessary. Honeywell is willing to provide additional products and services via a Change Order.

2. CUSTOM INTEGRATION

Buyer will provide Honeywell with legal access to any formats or protocols necessary to develop the file structures and provide suitable and timely support for testing at no cost to Honeywell. Honeywell will undertake commercially reasonable efforts to cooperate with any MDMS financial or utility billing software vendor. Integrated software produced by Honeywell will be licensed to Buyer under the System License Agreement and supported under the Software Maintenance Agreement. A list of agreed to Integrations are listed further in this document.

3. PROJECT ORGANIZATION

A utility's AMI project involves much more than deploying the Connexo NetSense system. To take advantage of the benefits that the Connexo NetSense system offers, other utility systems and work flows are impacted and these impacts need to be managed by Buyer. A successful project requires Buyer participation throughout the project. Honeywell will rely on Buyer to provide overall guidance and coordination among their other vendors as needed.

3.1 Buyer Responsibilities

Prior to the start of the project, Buyer will designate a person ("Buyer Project Manager") to whom all communications from Honeywell will be addressed, and who will have the authority to act on Buyer's behalf in all matters regarding this SOW.

Buyer Project Manager will:

- a) Serve as the interface between Honeywell's project team and all of Buyer's departments and other Buyer contractors participating in the AMI project.
- b) Attend status meetings
- c) Obtain and provide applicable information, data, consents, decisions, and approvals as required by Honeywell to complete our responsibilities, within three business days of Honeywell's request (or in a timeframe agreed to)
- d) Help resolve project issues, and escalate issues within Buyer's organization, as necessary.
- e) Work with Honeywell Sales to complete meter and programming forms in timely manner to facilitate hardware ordering process
- f) Support the Project Change Order Procedure in a timely manner.

3.2 Honeywell Responsibilities

Honeywell Project Manager will:

- a) Serve as the interface between Honeywell's project team (including those of our subcontractors) and Buyer's Project Manager
- b) Review the SOW, and any associated documents, with Buyer's Project Manager
- c) Facilitate the project kickoff and planning meeting
- d) Establish and maintain communications through Buyer's Project Manager, as defined in the section entitled "Project Procedures" below
- e) Review and administer the Project Change Order Procedure with Buyer's Project Manager, as defined in the section "Project Procedures below
- f) Coordinate and manage the project activities of Honeywell's assigned personnel
- g) Provide status reports and facilitate status meetings as agreed

Honeywell work is performed both on-site and remotely. Typically, Honeywell personnel will be on-site for the project planning/kickoff meeting, for Connexo NetSense training, and as mutually agreed to with utility. All other travel to the site requested by the utility is outside the scope of this SOW.

3.3 Stages of this AMI Project

- 1) Initial Engagement: Ramp up to initial deployment
 - a) Contract Signing
 - b) Project Planning
 - c) Ordering of hardware
 - d) Discuss scope of integration efforts
- 2) Early Deployment
 - a) Installation of Connexo NetSense
 - b) Connexo NetSense User Training
 - c) Handheld/EA_Inspector Training
 - d) Software Maintenance Agreement (SMA) becomes effective and Honeywell's Support Team is available
 - e) Phase One: Initial deployment of Meters
 - f) Troubleshooting
 - g) System Acceptance Test
- 3) Phase Two: Full Deployment of meters
 - a) Installation of all project related meters
- 4) Closure of Project Services

ATTACHMENT K – STATEMENT OF WORK

- a) Upon completion of all defined activities and deliverables in this scope of work, Honeywell shall have met all Project Services obligations within the scope for this Statement of Work.
 - b) Release of Honeywell Project Services
- 5) Continued Deployment: no new activities.
- a) More meters deployed in growth areas

3.4 Honeywell's Project Deployment

The Software Maintenance Agreement (SMA) will become effective after Connexo NetSense training. At that point Buyer will use the Honeywell Support team for system maintenance, technical support and issue resolution. The Honeywell Support team will escalate issues as necessary within the Honeywell organization. Please refer to the SMA for details.

Honeywell's pricing includes active management of the project by a Honeywell Project Manager for XXX months. The Project Manager and their team are highly involved in coordinating efforts for task completion and mitigation during this time. Upon completion of all defined activities and deliverables in this scope of work, Honeywell shall have met all Project Services obligations within the scope for this Statement of Work and Honeywell Project Services are released.

During the Continued Deployment stage, some of the current activities continue but no new activities are introduced.

If Buyer desires to have the project actively managed throughout the Continued Deployment, this can be provided via a Change Order and shall be invoiced in accordance with Honeywell's then-current professional service rate schedule.

4. PROJECT PROCEDURES

Project procedures describe communications, interface requirements, and means to control the activities between Buyer and the Honeywell project team. Honeywell has established best practices for project deployment and will communicate those with Buyer during the project planning meeting. The project procedures used to manage the project will be mutually agreed to.

4.1 Project Scheduling

Project schedules are developed and used by the Honeywell Project Manager and team to plan and control execution of the Honeywell project scope of work.

The project schedule is determined during the Project Planning meeting. Most dates, including installation and integration delivery dates, are determined by the utility requirements and resource availability. Therefore, the entire scope of a utility's project must be considered when developing the project schedule. Buyer's Project Manager is responsible for providing sufficient input regarding Buyer's overall program.

4.2 Change Order Procedures

All requested contractual changes shall be in writing between Buyer Project Manager and the Honeywell Project Manager. When the change impacts project scope or project schedule, Buyer Project Manager and Honeywell Project Manager will manage the changes to mitigate possible negative impact on the schedule while providing the sought-after benefits of the change.

The new scope and impact on cost and schedule, if any, will be agreed to and documented via a Change Order. Changes to the scope requirements will be priced per the unit pricing in the General Agreement, if applicable, or otherwise on request from Honeywell.

4.3 Project Review Meetings

Buyer is required to participate in project review meetings that cover status and schedule reviews, coordination of Buyer's and Honeywell's scope activities, exchange of technical information, and design reviews of future work to be performed by the project team.

These meetings will include Buyer and Honeywell personnel as required to address the key issues. To the extent possible, meetings will be conducted via conference calls or video conferencing. Honeywell and Buyer project managers will mutually agree upon the frequency of these project meetings. Honeywell and Buyer project managers will also mutually agree to the timing, frequency, and location of any face-to-face meetings.

4.4 Transmittal Reviews

Buyer and Honeywell will review all submitted transmittals within five (5) business days of submittal. Comments will be formally transmitted by the receiving party to the other party's Project Manager. If no discrepancies are indicated, the document is assumed to be correct and approved. If errors, omissions, or format discrepancies exist, comments indicating the nature of these will be transmitted by the receiving party to the other team's Project Manager.

5. DELIVERABLES

Software licensing and hosting for Connexo NetSense and FieldSense_Inspector is provided as defined in the End User License Agreement (SLA).

Connexo NetSense software maintenance provides Support Services as defined in the Software Maintenance Agreement (SMA).

Support for the handheld equipment and associated software is defined in the Handheld Maintenance Agreement (HMA).

If applicable, licensing and support for all third-party products is addressed in the Appendices.

6. PROJECT SERVICE DELIVERABLES AND RESPONSIBILITIES

This section is intended to provide clarity on the expected tasks required and the interdependencies among all parties. The responsible party for each task is indicated in the section entitled "Responsibility Matrix."

6.1 Project Planning Meeting

Honeywell will provide up to two (2) days on-site by Honeywell Project Manager to assist in refining the scope of work. Topics typically include:

- a) Project Management Activities - deliverables, ordering, invoicing, meetings, reports and communications
- b) (If the SaaS option is selected: N/A) IT Infrastructure - server hardware specifications, Connexo NetSense installation, VPN requirements, backup
- c) Subcontractor discussions, if applicable
- d) IT integration planning
- e) Field Installation
- f) Meter Configurations
- g) Training
- h) Project Schedule

Buyer will have the appropriate personnel participate to support the project planning effort. This includes participation by Buyer project manager, Metering and Field Buyer Services, Meter Reading, Billing, Buyer Service, Technology Services and IT personnel.

ATTACHMENT K – STATEMENT OF WORK

Honeywell Deliverables

- a) Final project schedule identifying deliverables and milestones that must take place to meet the requirements of the contract. Each party's responsibilities will be clearly identified on the schedule and the parties will agree to it pursuant to the Transmittal Review section of this SOW. Upon approval by the parties, this project schedule will be deemed by the parties as incorporated in this SOW.
- b) Project communications plan describing the meetings, documentation, and points of contacts.

6.2 First Article Testing

If Buyer requires First Article Testing, Buyer shall perform the tests and notify Honeywell of their intent to perform such testing prior to determining the project schedule. Honeywell will provide MeterCat software to assist with the testing.

6.3 Connexo NetSense Software Installation and Verification

Honeywell Deliverable

- a) Completed Audit Checklist indicating Connexo NetSense is operational and VPN access is successful.

6.4 Integration with Billing and Other Utility Systems

Honeywell will work with Utility's CIS, EA, SCADA, and GIS provider

Tyler New World to provide the MultiSpeak calls available with the Connexo

NetSense headend for the purposes of integrating to those

Systems..

Honeywell Deliverable

- a) Output of meter data from Connexo NetSense in Honeywell's standard Multispeak or CMEP format.

6.5 Installation of Field Devices

Detailed in the Honeywell provided Meter Exchange SOW.

6.6 Provisioning Meters/Devices in Connexo NetSense

Buyer system operators will perform the required setup of meters/devices in the Connexo NetSense system (meter id, account, schedules, etc.). Honeywell's User training provides information on performing this function via the Connexo NetSense GUI.

Bulk operations can be implemented to facilitate this process. The development of such operations will also be addressed during training.

Honeywell Deliverable

- a) Sufficient training on the process for meter/device set-up and scheduling using the Connexo NetSense GUI
- b) Discussion on options for using bulk operations

6.7 IT Infrastructure

(If the SaaS option is selected: N/A)

Buyer will provide:

- a) Facilities suitable for Connexo NetSense server hardware, including proper environmental conditioning, power back up and surge protection
- b) Physical installation of server hardware and operating system

- c) VPN (approved by Honeywell) to support remote access to the Connexo NetSense system by the Honeywell Support team
- d) Integration to utility enterprise systems and IP connections
- e) Backup and other required support processes
- f) Maintenance of Connexo NetSense Server and operating system including all hardware and software support other than the Connexo NetSense software support as provided by Honeywell per the SMA.

6.8 Training Facilities

Buyer will provide suitable facilities for the Connexo NetSense training including:

- a) Connexo NetSense Server (with no revenue meters on it)
- b) Minimum three student workstations with access to the Connexo NetSense server
- c) Additional instructor workstation for the instructor that connect to Connexo NetSense and Microsoft PowerPoint, One projector

Honeywell Deliverable

Small number of "training" meters set up on the utility Connexo NetSense system for training purposes.

6.9 Training

Connexo NetSense User Training

Honeywell will provide four days of on-site training for up to nine (9) Buyer personnel on initial system hardware and Connexo NetSense software. Honeywell has developed a standard curriculum for training Connexo NetSense Users, System Administrators, AMI system theory, and Connexo NetSense system operation. Topics include:

- a) Connexo NetSense system administration and configuration
- b) Connexo NetSense user interfaces and functionality
- c) Use of Honeywell Meter Data Marriage Files (Marriage files are manufacturing files sent with each meter shipment that include meter serial numbers, RF LAN ids, etc. for batch loading into the Connexo NetSense system.)
- d) Data import and export
- e) AMI System operation and meters

Honeywell Deliverable

- a) Activation and marriage files for the training meters
- b) Training materials for each student
- c) Four days of training for up to 9 utility personnel.
- d) Training on Honeywell subcontractor's products as identified in the subcontractor Section (if applicable)

7. SYSTEM ACCEPTANCE TEST

Phase One system test of 292 electric and 107 water meters will be performed by Buyer with support from Honeywell on an as-needed basis. This test will be performed to verify AMI system functionality, integration with Utility's existing CIS, EA, SCADA, and GIS vendors and the performance of the installation contractor. Integration and testing of the Consumer Portal, Online Bill Pay, and Pre-Pay is detailed in the AI / MyMeter SOW. Exhibits H and J shall define the guidelines for successful completion of SAT.

Utility will provide

- a. Testing facilities
- b. Testing personnel

ATTACHMENT K – STATEMENT OF WORK

Honeywell Deliverable	c. Mutually agreed to Test plans and processes (a high-level copy will be added to the contract between Honeywell and Utility).	10	Transition to Production	S	P
	a. Responses as required to satisfy the testing requirements	11	Standard Documentation for Honeywell Hardware and Software	P	
	b. On-site personnel to witness tests at Honeywell's discretion	12	(If the SaaS option is selected: N/A) Approve Server Specifications for Honeywell Applications	P	

Honeywell warrants that the System will function and perform as an integrated whole in conformance, in all material respects, with this Statement of Work, in the understanding that Honeywell does not guarantee the integration of non-Elster/Honeywell hardware/equipment not supplied by Honeywell or a Honeywell distributor, or the integration thereof into the System, which shall be for Owner's account and Honeywell will support said efforts. Except as provided above, no other warranty is provided by Honeywell and all other warranties not referred to herein or in the Agreement are hereby disclaimed. Under no circumstance will Honeywell be liable for any nonconformity, costs, damage or failure caused by vandalism, theft, mishandling, improper operation, installation or repair, or maintenance by Purchaser or a third party, misuse, acts of God, negligent acts or omissions or malfeasance of Purchaser or any 3rd Party, or actions or conditions beyond the reasonable control of Supplier, its subcontractors, or representatives under the Agreement.

8. RESPONSIBILITY MATRIX

"P" indicates primary responsibility / "S" indicates supporting responsibility

Task Description		Responsibility	
		Honeywell	Buyer
1	Project Planning Meeting	P	S
2	Connexo NetSense Software Installation and Verification	P	S
3	Integration with Billing and other Utility Systems	P	S
4	Installation of Field Devices	P	
	Meters	P	S
6	Provisioning Meters/Devices in Connexo NetSense	S	P
7	(SaaS / Hosted) IT Infrastructure	P	S
8	Training Facilities	S	P
9	On-Site System Training	P	

Installation Statement of Work (SOW)

1. Overview:

1.1. Honeywell Process Solutions – Elster Solutions (Honeywell) shall provide installation services to Village of Winnetka for approximately 4,151 residential electric meters, 906 commercial electric meters, 3,010 residential water meters, 144 commercial water meters and 1,174 module retrofit installations. The labor to be provided by Honeywell associated with the physical installation of the meter installation service will include qualified Installation Technicians in sufficient quantities to complete the work at hand in the timeline set forth in this agreement. Installation Technicians shall be trained in safe installation and removal of meters, recognizing potential electrical hazards, and the identification of various methods of electrical current diversion.

2. Personnel:

2.1. Honeywell will assign a Field Service Project Manager (FSPM) to this project in advance of beginning the Meter Deployment to ensure all processes, procedures, and network infrastructure has been established, reviewed, and tested. The FSPM will work in concert with VILLAGE OF WINNETKA to establish reporting structure, guidelines and KPI's to be reviewed by the joint management teams. The FSPM will be responsible for schedule and budget adherence, lead weekly progress calls, and will facilitate the integration of the Work Order Management System (WOMS).

2.2. Honeywell will provide staff to support data transfer, dispatching, and Work Order Management System administration.

3. Work Management and Scheduling:

3.1. Honeywell will provide a Work Order Management System for data collection in the field and exportation of the collected data to the utility. Data delivery will be handled every 24-48 hours to allow for backend data audits and quality checks. A mutually defined data exchange process will be established with VILLAGE OF WINNETKA prior to commencement of work. Honeywell will work to ensure all data delivered to VILLAGE OF WINNETKA will be accurate. Errors found through the Honeywell QA process will be communicated to the VILLAGE OF WINNETKA for review. It will be the responsibility of the VILLAGE OF WINNETKA to validate and correct the

errors prior to returning the data to Honeywell for re-processing. Errors found by VILLAGE OF WINNETKA should be communicated timely to Honeywell for resolution.

- 3.2. Rules for determining the order of meters change outs and retrofits will be determined collaboratively during project planning and will include the need to change out by district, route, and billing cycle to accommodate utility meter reading and billing process. The meter installation will follow a “black-out” schedule provided by VILLAGE OF WINNETKA and not create a negative impact to billing. Blackout schedules will be provided in advance of deployment, and it is understood that blackout schedules will allow adequate work time during open periods as to not impede production in a significant way.
- 3.3. Honeywell will provide GPS coordinate collection for all installed accounts.
- 3.4. Honeywell will provide notification of any location/situation which presents a hazard that precludes completion of meter exchange/installation or is identified as a tamper situation. Honeywell will work with VILLAGE OF WINNETKA to define the business process for handling tamper or hazardous situations. A mutually agreed upon “Return to Utility” procedure will be established prior to the onset of the meter installation process.
- 3.5. Customer claims and complaints will be handled by Honeywell field management, who shall act professionally and in accordance with Honeywell and VILLAGE OF WINNETKA procedures at all times. Honeywell will assist VILLAGE OF WINNETKA with investigation into the complaint or claim, and a findings and recommended remediation report will be made to VILLAGE OF WINNETKA. Should the claim consist of monetary value, a joint investigation will be performed to conclude if Honeywell or its technician was at fault. Should the investigation determine that Honeywell or its technician was at fault, the claim will be paid by Honeywell.
- 3.6. Honeywell will provide pre-installation and post-installation meter photographs. This includes all activities necessary to create and make the meter exchange file available to VILLAGE OF WINNETKA and an Excel spreadsheet, flat file, or similar format with data extracted from the work order management system and a file of JPEG pictures.
- 3.7. Honeywell will check the data from its WOMS against the VILLAGE OF WINNETKA-provided information and the data gathered from the work order management system to ensure accuracy across all facets of information.

4. Operations

- 4.1. Honeywell will at a minimum adhere to OSHA, state, local, and company health and safety programs for all personnel assigned to this project whether they are full-time employees or local

temporary hires contracted for this project. Honeywell will provide copies of their health and safety materials if requested by VILLAGE OF WINNETKA and will work in conjunction with VILLAGE OF WINNETKA to align project specific safety requirements.

4.2. Quality Audit Program: Honeywell and the VILLAGE OF WINNETKA will perform an on-site audit at the site of each meter installation at a minimum of 5% of the installations for the duration of the deployment. The purpose of the audit is to ensure the installations were completed properly, with the required equipment, installation data corresponds with address location, no materials were left behind, and the area around the installation site was not damaged. Should 1% of the sites visited pass the audit Honeywell shall notify the VILLAGE OF WINNETKA immediately in writing and, 25% of the installer(s) past installations will be audited. The audited shall consist of a revisit of the physical location as well as additional electronic investigations. If further audit violations are found, Honeywell shall notify the VILLAGE OF WINNETKA in writing immediately. All work, at the determination of the VILLAGE OF WINNETKA shall be halted. These audit failures will result in the removal of the installer(s) and replacement with experienced staff or may also be considered breach of contract by the VILLAGE OF WINNETKA.

4.2.1. Safety violations are considered a violation of Honeywell's Cardinal Rules and are a zero-tolerance violation that will result in termination regardless of previous performance. In addition, depending on the severity of any substantiated finding relative to customer disputes, inappropriate behavior, or undesirable customer interactions, a technician may be removed from the project at the request of VILLAGE OF WINNETKA.

4.2.2. During audits, Honeywell's auditor/supervisor shall, at minimum, ensure the following:

4.2.2.1. Meter installed properly

4.2.2.2. Work order data validation and transfer to VILLAGE OF WINNETKA

4.2.2.3. Validation of meter number

4.2.2.4. Validation of register display

4.2.2.5. Validation of site cleanliness

4.2.2.6. Security of the service

4.3. Honeywell will utilize existing company training programs to prepare staff and temporary hires for this project. Honeywell will follow existing company hiring practices to include background checks, drug testing, etc. for all personnel assigned to this project, whether temporary or permanent employees.

- 4.4. Honeywell staff will provide all required vehicles with identifying signage necessary to facilitate the work described. Should VILLAGE OF WINNETKA require additional vehicle signage it is expected that VILLAGE OF WINNETKA provide to Honeywell prior to project commencing.
- 4.5. Honeywell will provide all miscellaneous tools and safety equipment necessary to complete the tasks set forth in this agreement. Safety equipment will meet or exceed OSHA standards for the task at hand.
- 4.6. Honeywell will provide matching uniforms and Personal Protective Equipment (PPE) for all meter installation personnel to meet or exceed OSHA requirements for the task at hand.
- 4.7. Honeywell will provide all personnel with identification badges and will provide installation technician photographs and information on each team member to VILLAGE OF WINNETKA.
- 4.8. Performance reports will be provided for project accountability. At a minimum Honeywell will provide the performance reports as shown in the following table:

Report Name	Description	Data Source	Frequency	Lead	Format	Delivery Method
Weekly Report	Contains Production, Claims, Accidents Audit, Call Center updates, etc.	Honeywell Supervisor	Weekly	Honeywell	Excel Spreadsheet	Email
Daily Route Sheets	Record of scheduled daily installs	Honeywell Supervisor	Daily	Honeywell	Excel Spreadsheet or Similar	Email
Daily RTU list	Record of daily RTU's	Honeywell Supervisor	Weekly	Honeywell	Excel Spreadsheet	Email
Weekly Call Agenda/Minutes/Actions	Weekly status call info	Honeywell Supervisor	Weekly	Honeywell	Excel Spreadsheet	Email

- 4.9. Honeywell will provide a complete Roles, Responsibilities & Deliverables Matrix as part of this agreement to include the name, role, and contact information for every person associated with the deployment. This will also include the escalation process for incidents, project issues, and claims.

5. Installation Process Overview

- 5.1. Honeywell is committed to safety in the workplace, and incorporates detailed safety procedures into our training and work processes. Honeywell strongly adheres to all safety guidelines. Honeywell Technicians will follow these procedures during meter installations to

- reduce injury, illness and environmental incidents. A copy of the Honeywell safety manual will be provided to the VILLAGE OF WINNETKA prior or at the time of the project kick-off meeting.
- 5.2. Honeywell will record the meter specific attributes and collect the meter read information at the time of the installation to include photographs while the work is being performed. Final list of information to be collected will be mutually defined and as described in Attachment A of the RFP, during the project planning phase and will drive the workflow creation.
- 5.3. Honeywell will ensure all work sites are restored to pre-existing conditions. This includes all entry and exit paths taken to complete the work. This agreement of services does not include any meter base repairs not caused by Honeywell. Should a site be found to be unsafe, the condition will be escalated to VILLAGE OF WINNETKA personnel for remediation or repair. A “Return to Utility (RTU)” process will be mutually agreed upon prior to the onset of meter installations.
- 5.4. After parking their car legally, the technician knocks on the customer’s door and uses a standard script provided by VILLAGE OF WINNETKA to attempt to notify the customer of the work to be performed including the pending power outage. If no customer is present, Honeywell may proceed with the exchange if outdoors. Should indoor access be necessary, a pre-scheduled appointment from Honeywell will already be made. If the appointment is missed or not made by the customer, Honeywell will leave a VILLAGE OF WINNETKA approved and Honeywell provided door hanger instructing the customer to call the designated call-center to schedule an appointment. The Technician delivers the Honeywell provided leave-behind customer communications materials and moves on to their next work order.
- 5.5. Honeywell will make as many as two (2) physical attempts, including leaving door hangers provided by Honeywell, during attempts, two (2) phone calls, including at least one (1) after hours, in an effort to perform an installation before returning the work order to the utility as a Return to Utility (RTU). Physical field attempts will be made on separate days. After hours is defined as: After 5PM Monday – Friday or Anytime on Saturday should VILLAGE OF WINNETKA permit installation work to be performed at these times.
- 5.6. Return to Utilities (RTU) are defined as accounts that Honeywell has performed due diligence to attempt to exchange the meter and has made all possible efforts to complete the work at hand. A mutually agreed upon process will be established for the handling of various RTU scenarios. This process will include points of contact, contact’s phone number/s, contact’s email and physical address, and contact’s hours of operation.
- 5.7. A work order exception process will be defined during project planning activities.

6. Work Assumptions

- 6.1. Normal Installation hours are defined as 8am – 5pm Monday through Friday and Saturdays as necessary so long as there is daylight to work. Should additional working hours be needed the new hours will be agreed to in coordination with VILLAGE OF WINNETKA and Honeywell.
- 6.2. VILLAGE OF WINNETKA will provide a blackout schedule and meter locations prior to start of deployment. It is expected that the blackout schedule will not be prohibitive of route closure or deemed excessive in duration by Honeywell.
- 6.3. Honeywell will not be limited in dispatching or route planning and will coordinate with VILLAGE OF WINNETKA for the most efficient method of installation in coordination with VILLAGE OF WINNETKA black out or meter reading schedules to be defined prior to project commencement. Should VILLAGE OF WINNETKA limit dispatching or obstruct efficient installation, lost time costs incurred by Honeywell will become the responsibility of VILLAGE OF WINNETKA.
- 6.4. Honeywell assumes that utility will provide a list of life support and critical load accounts prior to the project start date and procedure for handling these accounts.
- 6.5. Honeywell will dispose of all removed meters.
- 6.6. Honeywell will procure and maintain the electric meters, water meters, and water nodes a warehouse location within a reasonable distance to the VILAGE OF WINNETKA.
- 6.7. Honeywell will be responsible for storage and organization of the old meters and modules for up to 180 and days.
- 6.8. VILLAGE OF WINNETKA will dispose of all hazardous materials that may be removed during installation such as lead seals.
- 6.9. VILLAGE OF WINNETKA will provide all locking devices, rings, meter boots, and enclosure seals in sufficient quantities in advance of the project start.
- 6.10. Honeywell assumes all meter rings and locking devices are operable. An additional rate will be applied for extensive work to remove locking mechanisms should VILLAGE OF WINNETKA so desire this additional service.
- 6.11. Project is assumed to be performed over the 36-month deployment period or as mutually agreed by Honeywell and VILLAGE OF WINNETKA.

- 6.12. Any repair wait time more than 1 hour, arising from issues caused by VILLAGE OF WINNETKA, or otherwise within VILLAGE OF WINNETKA's control, will be billable at the hourly rate as agreed to within the pricing table.
- 6.13. Customizations to the work order management system beyond the workflows and integrations defined herein, will be estimated and pricing will be approved by VILLAGE OF WINNETKA for payment prior to commencing work.
- 6.14. Per meter installation rates assume no repair work and Honeywell is not responsible for pre-existing damage to meter enclosures and will return all accounts that are damaged or deemed unsafe to the utility for further remediation.
- 6.15. Prevailing Wage rates for Cook County Illinois were used. If it is determined that the prevailing wage rates have changed prior to commencement of the work, Honeywell reserves the right to update the pricing accordingly.
- 6.16. WOMS integration is dependent upon the utilities CIS system ability to accept a basic file import such as .csv or .xls. Additional integration support can be purchased at the hourly rate of \$175 that will be agreed to prior to execution of hourly work.

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ATTACHMENT M
Statement of Work Customer Portal

[REDACTED - PRIVATE & CONFIDENTIAL]

Honeywell will provide system maintenance services ("System Maintenance Services" or "SMA") for the Software licensed to Buyer pursuant to that certain HCE Software License Agreement ("License") between the parties. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements between the parties.

1. DEFINITIONS

- 1.1 **"Error"** means either: (a) a material nonconformity to the then-current applicable specifications; or a defect which materially impairs use; or (b) a defect which materially impairs use.
- 1.2 **"Casual Consulting"** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) general support regarding proper utilization of the applicable Software (b) assistance with Buyer's user documentation and technical manuals provided with the Program, and (c) guidance on the Program's intended, normal use.
- 1.3 **"Firmware Functional Upgrades"** means a Firmware Functional Upgrade that includes significant functional changes. Functional upgrades are typically identified by a change in the first number of the firmware version number (e.g., 2.0 to 3.0). Firmware Functional Upgrades may incur an upgrade fee and/or hardware change as determined by Honeywell.
- 1.4 **"Firmware Maintenance Updates"** means the Firmware Maintenance Updates that are primarily bug fixes. Minor functionality changes may also be included. Maintenance Updates are typically identified by a change in the second decimal of the firmware version number (e.g., 2.0 to 2.1).
- 1.5 **"Firmware Updates"** include gatekeeper and endpoint node updates (REX, A3 NIC, water module, gas module, etc.) for application firmware and/or radio firmware, and will be applied by Honeywell as required. Firmware Updates are categorized as Firmware Functional Upgrades and Firmware Maintenance Updates.
- 1.6 **"Maintenance Release"** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.2.0 to 2.2.3.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.
- 1.7 **"Major Release"** is a software upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees apply to Major Releases at a rate of up to twenty percent (20%) of Major Releases list price.
- 1.8 **"Minor Release"** means a Software Update that includes small functional changes. Minor releases are identified by a change in the first of the Application version number (i.e., 2.2.0.0 to 2.3.0.0) releases occur as needed to meet individual product market needs.
- 1.9 **"Patch"** means software patches that include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.2 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.
- 1.10 **"Route Manager Updates"** include one software update per year per instance of Route Manager. Support services include upgrade for one instance of Route Manager. If Honeywell is required to update multiple instances of Route Manager, additional service fees will apply.
- 1.11 **"Software Updates"** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the Support Services under this Agreement.
- 1.12 **"Technical Support"** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the Program, (b) Diagnosis and troubleshooting (c) Attempted replication of errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error., (d) Remote installation of the applicable Program and Software/Firmware Upgrades, and (e) Over the Air (OTA) upgrades of Connexo network devices, meters and nodes, or upgradeable devices.

2. SUPPORT SERVICES

- 2.1 Support Services shall consist of Software Updates, Route Manager Updates, Firmware Updates, including Firmware Functional Upgrades and Firmware Maintenance Updates, as defined herein in Section 1.
- 2.2 Software Updates include distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD. Updates apply to the Software and modules originally licensed. Honeywell will specify any third party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third Party Software when Software Updates are distributed, and Buyer's installation and use of Software Updates shall be deemed Buyer's acceptance of Third Party Software license terms, and Buyer's agreement to be bound by such license terms. To the extent Third Party Software license terms are inconsistent with the terms of the License, third Party Software license terms

shall control with respect to the third Party Software.

- 2.3 Support Services are available for the latest commercially released version of the Program (N), and for the previous commercially released version of the program (N-1) with limited support for N-2 versions and older. With each new release of the Program, the version purchased by the Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the Program has reached end of life, and system support is limited to emergency recovery for Severity 1 issues. Honeywell will not provide security or functional updates for commercially released versions of N-2 and older. If Buyer continues to use an N-2 or older version of software, Buyer is responsible for taking measures to reduce the security risk, including but not limited to limiting network access and physical access to the system. N-2 systems are subject to standard SMA fees plus a 30% adder. Version N-3 and older signify the Program has reached end of life and system support is limited to emergency recovery for Severity 1 issues if possible. If recovery is not possible, Buyer must upgrade its Program to continue operation. N-3 and older systems are subject to standard SMA fees, plus a 30% adder, plus a per-call hourly support fee of \$500.
- 2.4 The goal of Support is to identify and remedy defects or malfunctions in the Software causing them to fail to perform in accordance with the agreed specifications and documentation ("Problems"). Honeywell may make new versions of the Software available containing material upgrades, updates, or enhancements or new features and functionality, as well as any interim combination of incremental or cumulative patches or fixes ("Updates") concurrently for all customers.

3. LEVELS OF SUPPORT

Honeywell offers the following levels of Support:

- 3.1 **9X5 Support-** Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.
- 3.2 **12X7 Support-** Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.
- 3.3 **24X7 Support-** Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.
- 3.4 **Emergency On-Site Support-** Available for a Severity 1 issues, as defined in Section 4, that occur outside of contracted support hours for customers on 9x5 or 12x7 support plans. Emergency support excludes upgrades and other requests made solely for the business convenience of the Buyer. Emergency on call support is available 7 days a week, including Honeywell holidays. Emergency calls are directed to a Honeywell support representative. If the support representative is unavailable to accept the call, callers will be directed to voice mail, and Honeywell's support representative will return the call within one (1) hour of receipt. Returned calls will be charged per fees described in Section 8.2 herein for Emergency On-Call Support.
- 3.5 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect Honeywell's availability schedule will be communicated to the Buyer as soon as reasonably possible. Alternate hours are available for an additional fee Buyer's Selected Support.
- 3.6 **Buyer's Selected Support Level:** [\[Enter support level listed in Pricing\]](#)

4. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

4.1 Severity

Honeywell will assign to each Problem properly reported (a **"Reported Problem"**) a tracking ID and will prioritize, manage and respond to it based upon severity as described below.

Level	Definition
Severity 1	The entire Software system is unusable, operational use has been suspended, and no workarounds have yet been identified.
Severity 2	The Software system is usable, however, a serious problem exists that is repeatedly adversely impacting usage without an acceptable workaround
Severity 3	The Software system has a problem that does not have a significant impact on the function or business process. An alternative solution or acceptable workaround exists.
Severity 4	Product feature inquiry or minor problem that has minimal or no impact to operations.

4.3

- 4.4 **Response.** Measurement of response time begins when we log a Reported Problem. Problems received outside Support Hours may be answered by an answering service and we may log them at the beginning of the next business day. We provide limited coverage outside of Support Hours but will work towards resolution of Severity 1 cases to the extent resources are available. For Severity 1 & Severity 2 issues, you must initiate a

Reported Problem by phone and remain available by phone until the Reported Problem is resolved (otherwise we may in our option use Severity 3). Response time ends when we commence triage, diagnosis and/or resolution efforts:

- a. **Triage** – working with your technical contacts, we will try to replicate the Reported Problem. If Honeywell cannot do so, or determine it was not caused by products or services provided by us, or is due in whole or in part due to an excluded cause in Section 5, our obligations end there, except for Reported Problems of third party components provided by us, which we escalate to the original licensor;
- b. **Diagnosis** – after Triage, we will investigate to identify the cause and develop a resolution plan; and
- c. **Resolution** – after Diagnosis, we will use commercially reasonable efforts to repair, patch, or replace the diagnosed defect either with a permanent fix or reasonable workaround with resolution, to be included in a future Update.

4.5 Service Levels. Honeywell will work toward resolution of reproducible Reported Problems as follows (the “Service Levels”):

Level	Response Time	Resolution Time
Severity 1	Within 2 hours	We will use commercially reasonable efforts to either resolve or downgrade to a Severity 3 or Severity 4 Problem within three business days of completing Triage.
Severity 2	Within 6 hours	We will use commercially reasonable efforts to either resolve or a downgrade to a Severity 3 or Severity 4 Problem within five business days of completing Triage.
Severity 3	Within 24 hours	We will use commercially reasonable efforts to resolve in a timely manner upon completion of Triage. Depending on the Diagnosis, a Resolution may be scheduled for a future Update.
Severity 4	Within 48 hours	We will use commercially reasonable efforts to resolve or provide clarification in a timely manner upon completion of Triage.

Resolution of Helpdesk Issues: Honeywell’s Technical Support will contact Buyer to ensure that a problem or issue has been resolved to Buyer’s satisfaction before closing the problem report. In instances where Honeywell has resolved the problem to Honeywell’s satisfaction but has been unable to confirm that the supplied solution is satisfactory to Buyer, Honeywell will assume such solution to have been satisfactory and close the case after thirty (30) working days unless Buyer notifies Honeywell to the contrary.

5. **SUPPORT CONTACT INFORMATION**

5.1 Casual Consulting and Technical Support are available via:

5.1.1 **Toll-Free Number with Buyer Specific PIN** - The Connexo Software Support line 866-554-9007 or +919-250-5717, is available 24 hours a day 7 days a week. If a call is received during Buyer’s support hours and a support engineer is not available to take the call, the call will be routed to a voice mailbox. The next available support engineer will return voice messages. Calls received outside of Buyer support hours will be automatically routed to a voice mailbox. Messages received outside support hours will be returned the following support day.

5.1.2 **Email** may be sent to Connexo.Support@us.Honeywell.com. Emails sent to this address are automatically routed to support engineers who will respond during Buyer’s support hours. Emails received outside of Buyer support hours will be returned the following support day.

5.1.3 **Web Portal**-The Honeywell Support System (ESS) User Portal (<http://honeywellprocess-community.force.com>) can be accessed using individual login IDs provided by Technical Support. The User Portal is available 24 hours a day, 7 days a week.

6. **BUYER OBLIGATIONS**

During the term of this System Maintenance Agreement, Buyer shall:

- 6.1 Obtain, install and maintain, and provide at no cost to Honeywell, direct SFTP and fast VPN access (access via Citrix, WebEx, VNC, etc. not acceptable) to all meters, gatekeepers, and every production, backup and test system servers under support to allow Honeywell to perform System Maintenance for the Program from Honeywell’s facilities. In instances where Honeywell deploys a third party system in conjunction with Honeywell’s system, Honeywell’s subcontractor shall be granted the same access to perform System Maintenance from subcontractor’s facilities. Reasonable allowance will be made to adhere to Buyer’s corporate security administration and monitoring policies. However, during periods when Honeywell has access to the system servers, access will be at the administrator level. Reasonable allowances will be made to ensure that Buyer has monitoring abilities for all activities performed on Buyer’s systems. No actions will be taken on any Buyer system without Buyer’s permission.
- 6.2 Allow Honeywell to install as part of its standard support a Troubleshooting Tool with daily access to Buyer’s secure SFTP site to transfer data, thus enabling Honeywell’s support personnel to perform maintenance on the Buyer system effectively. Without use of the Troubleshooting Tool response and resolution times may be affected.
- 6.3 Ensure that only personnel properly trained in the operation and use of the Program and its associated equipment call Honeywell for direct phone support and that such personnel have sufficient access and computer time when using such service in order to implement the corrections suggested by Honeywell.

- 6.4 Allow Honeywell to install all Software Upgrades within 60 days of delivery of same; provided, however, that Buyer may delay a Software Upgrade in the event of force majeure or in the event of delays beyond the control of Buyer or Honeywell in corollary upgrades to third-party software or equipment. Buyer shall install or allow the install of the Software Upgrade immediately upon the cessation of the cause of delay. Reasonable delays will be accommodated to avoid impacts on Buyer’s business operations, resource availability and/or IT policy compliance. Honeywell has no liability, and Buyer agrees to indemnify Honeywell for claims related to Buyer’s failure to install Software Upgrades, updates, error corrections, changes, or revisions provided by Honeywell. Honeywell has no liability for Buyer’s costs or attorney fees.
- 6.5 Perform and install all diagnostic activities and routines recommended by Honeywell before requesting On-Site Support.
- 6.6 Ensure that all installed Honeywell Products (meters, gatekeepers, IP AxisLink, etc.) that have Longitude and Latitude attributes contain the correct geographic coordinates. Troubleshooting will not be performed by Honeywell for devices that do not have corresponding geographic information in the Energy Axis Management System.
- 6.7 Ensure a proper Program environment is maintained and that Buyer’s personnel who have access to the Program are properly trained in the operation and usage of the Program and the associated equipment.
- 6.8 Provide adequate safeguards for the protection of Buyer’s data and files while System Maintenance is being performed on the Program.
- 6.9 Issue any purchase orders that might be required by Buyer’s business processes to honor the payments obligated by this SMA.
- 6.10 Maintain the Management System servers consistent with industry standards on end of life planning for server systems. Honeywell’s general recommendation is that Buyers plan for server replacements on a 3 year cycle to consider hardware and OS obsolescence and to provide latest generation servers to support new features provided in Program releases provided as a part of this SMA.
- 6.11 Maintain the Supported System and the operating system software defined in Appendix D-1 of the System License Agreement. Honeywell will specify the third party software and version thereof required for each Software Upgrade or release.
- 6.12 Prevent the unauthorized use or copy of binary data used in virtual deployments of Connexo systems.
- 6.13 Buyer shall be solely responsible for data back up to ensure that all of its files and data are adequately duplicated or documented, and Honeywell shall in no way be responsible for Buyer’s failure to do so, nor for the costs or expenses of reconstructing data which are lost, destroyed or otherwise damaged or rendered useless during the course of or as the result of the performance of any services under this System Maintenance Agreement.
- 6.14 Support and maintenance of third-party software, such as the computer operating system, must be obtained from the supplier and is the responsibility of the Buyer. Honeywell will provide support for embedded software within the Connexo Program, subject to third-party support terms to which Honeywell is a party.

7. **TERM AND RENEWAL**

- 7.1 The term of this SMA shall be effective upon entering into the HPS Ender User License Agreement (“Effective Date”) and shall continue until December 31st of the then current calendar year (the “Initial Term”). Thereafter, this SMA shall automatically renew for successive one-year terms (each a “Renewal Term”) unless the SMA is terminated by either Party by written notice to the other Party sixty (60) days prior to the end of the then-current term with such termination to be effective upon completion of such term.
- 7.2 To ensure that the SMA meets the needs and expectations of Honeywell and Buyer, the parties agree in good faith to review this SMA not less than annually and if warranted and mutually agreed upon, to make adjustments in the SMA, including prices, to be consistent with evolving industry practices and the needs of the parties.
- 7.3 If for any reason this SMA should lapse, the Buyer may reinstate lapsed support and maintenance upon payment of 150% of the support and maintenance fees in arrears, and all costs invoiced by Honeywell on a time and materials basis for updating Buyer’s Program to the then-current version.
- 7.4 Buyer may request a change in Support Level in writing no later than October 1st of the then-current year. Honeywell will approve or reject the request in writing no later than December 1st. If approved, Honeywell will invoice Buyer for the new level of support, payable by December 31st of the then current year, and all approved changes will be effective as of January 1st of the next calendar year.

8. **SYSTEM MAINTENANCE FEES**

- 8.1 **Fees:** Upon the Effective Date of this SMA Upon the Effective Date of this SMA Buyer shall pay the monthly Honeywell Cloud-Hosting and System Support Fee depicted in the pricing, throughout the Initial Term and each Renewal Term unless the SMA is terminated in accordance with Section 7.1 herein. On Site Support services and any other Additional Services will be billed at the end of the month in which the services are provided. Fees for Modules licensed separately by Buyer shall be charged at purchase. Except as specifically set forth in this System Maintenance Agreement, all invoices are due net thirty (30) days from the date of invoice. Honeywell will assess a late payment charge on any amount which remains unpaid after the due date, computed at the rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law on the unpaid amount for each month that such amount remains unpaid. This late payment charge shall be in addition to any other remedies Honeywell may have at law or in equity. All System Maintenance Fees are in US dollars.
- 8.2 **System Maintenance Structure:** The system maintenance fee is structured based on the

level of support desired by the Buyer, total system size and optional services purchased by the Buyer. The table below describes the structure for system maintenance fees for the Connexo System. Total list license Fee includes licenses for all programs, system, modules, endpoints, interfaces and custom integrations purchased by the Buyer as defined in the latest amendment to the End User License Agreement or Buyer statement of work.

The percent of license fees is determined by the desired support level.

Support Level	Support Fees	Optional On-call Support	Emergency
9 x 5	26% of License List Fees	5% of License List Fees per annum in addition to Standard Support, and per call fee of \$1000 for first hour, \$500/hr. for each subsequent hour or part thereof	
12 x 7	33% of License List Fees		
24 x 7	40% of License List Fees		

A support level of 12 x 7 or 24 x 7 is mandatory for Buyers with over 200,000 endpoints and 24 X 7 for Buyers with over 1 million endpoints.

It is recommended that customers with DA support have 24 X 7 SMA support.

8.3 Annual Increase Provision: After the first complete year of system maintenance support, annual system maintenance fees may be adjusted by the greater of four percent (4%) or, when comparing the most recent years' data, the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average.

8.4 Other pricing options and notes:

8.4.1 Optional System Retraining - Buyer with a current System Maintenance Agreement can purchase optional system retraining for 1 week under the following fee structure. Training requests will be accepted subject to Honeywell's resource availability.

- a) Training at Honeywell's Facility in Raleigh, NC: \$10,000 plus \$250 per set of printed materials (limited to a maximum of nine students in one training session)
- b) Training at Buyer's Facility: \$15,000 plus travel and living and \$250 per additional set of printed materials (limited to a maximum of nine students in one training session).

8.4.2 Maintenance Fee for Systems Integration/Billing Conversion Program Support- An annual fee will be charged for maintenance of Honeywell developed interfaces and systems integration, to maintain compatibility with future releases of Connexo system and customer enterprise system(s). These fees are determined at the time the integration is scoped and quoted, but are a minimum of 20% of initial development cost to Buyer.

8.4.3 Database Refresh on Non-Production Servers- Database refresh on test and backup systems requested by the Buyer are not part of the routine upgrade process, thus an additional maintenance fee will apply. The effort will be scoped based on the size of the database, and charged at the then current fee for professional services for Data Management Support.

8.4.4 Future Modules and Applications- Additional System Maintenance fees for new modules or applications will be determined at time of purchase.

8.4.5 Honeywell reserves the right to commercialize uniquely new features, endpoints and interfaces as optional add-ons to its base system features. Additional system maintenance fees may apply unless the feature or interface is part of a contractual scope jointly agreed to by the parties.

8.4.6 System maintenance must be purchased for ALL of the Buyer's Management Systems (operational, backup and test) and the levels of coverage for all the Systems must be the same.

8.4.7 SMA support for any of Buyer's systems is only available if the all of the applicable license fees have been paid (including any incremental backup and/or system Software License fees), the system(s) installed and all of the Buyer's systems are under an active and paid SMA.

8.4.8 If Honeywell is responsible for Tier 1 support of third party WAN or MDM solutions, additional SMA fees will apply.

9. GENERAL

9.1 The maximum liability of Honeywell for any damages sustained by the Buyer under this System Maintenance Agreement shall in no circumstance exceed the amount of the annual maintenance fee payable by the Buyer to the Honeywell for the then-current year. Neither Honeywell nor its licensors or third party Software shall in any event be liable to Buyer for loss of revenue, profit, anticipated profit or indirect, incidental special or consequential damages, including but not limited to, any losses to Buyer resulting from lost computer time or the destruction or damage of records, or any claims or demands made against the Buyer by a third party.

9.2 Except as expressly provided herein, the Honeywell does not make any representations or

warranties under this System Maintenance Agreement whatsoever whether statutory, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, and any warranties arising from course of dealing or usage of trade. No action, regardless of form, arising out of the transactions under this System Maintenance Agreement may be brought by Buyer more than two (2) years after the cause of action has accrued.

9.3 Honeywell may engage subcontractors to provide or assist in providing System Maintenance Services, in which case Honeywell remains responsible for the fulfillment of its obligations under this SMA and for the performance of the System Maintenance Services.

9.4 The provisions intended to survive the cancellation, expiration or termination of this SMA, shall survive.

MyMeter® Software Services Agreement

This MyMeter® Software Services Agreement ("Agreement"), effective as of February 18, 2025 (the "Effective Date") is by and between Accelerated Innovations, LLC, having offices at 2550 University Avenue W., Suite 316s, St. Paul, Minnesota 55114 ("AI") and the Village of Winnetka, having offices at 510 Green Bay Road, Winnetka, IL 60093 ("Utility"). In this Agreement, AI and Utility may be referred to individually as a "party" or collectively as the "parties."

1. CERTAIN DEFINITIONS. In addition to other terms that are defined as set forth in this Agreement, the following terms shall have the following definitions:

1.1. "AI Services" means collectively the Services, Maintenance and Support Services, and Professional Services.

1.2. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) works of authorship and copyrights, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) rights in software (including without limitation APIs, source code, object code, and mark-up language); (e) rights of publicity, personality, identification, or similar personal or group attributes; (f) trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor and any goodwill associated therewith; and (g) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

1.3. "Maintenance and Support Services" means those maintenance and support services set forth in Exhibit B.

1.4. "Modifications" means additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to the Services or to remove or terminate the functionality of the Services.

1.5. "Open Source Component" means any software component that is provided under this Agreement as part of the Services that is subject to any open source license agreement, including any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

1.6. "Professional Services" means the professional services for setting-up the Services in relation to the Utility and such other professional services to customize the Services as are set forth and agreed by both parties in a written and signed statement of work.

Attachment S-2 Software Services Agreement - Customer Portal

1.7. "Representatives" means, with respect to a party, that party's employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

1.8. "Services" means the MyMeter® software-as-a-service offering, and all Modifications thereto, provided by AI to Utility and its Authorized Users pursuant to this Agreement, such as the customer-facing MyMeter® mobile application and web interface and any web interface offering certain Utility-facing MyMeter® administrative functionality, and all optional functionality set forth in Exhibit A.

1.9. "Third-Party Materials" means, all materials and information in any form or medium, including any Open Source Components or other software, documents, data, content, specifications, products, equipment, or components, of or relating to the Services, that are not proprietary to AI.

1.10. "Authorized Users" means each individual user of the Services: (a) who are authorized by Utility to access and use the Services under the rights granted to Utility pursuant to this Agreement; and (b) for whom access to and use of the Services has been purchased hereunder.

2. ACCESS AND USE OF THE SERVICES. Subject to and conditioned on Utility's and its Authorized Users' compliance with the terms and conditions of this Agreement, AI hereby grants Utility a non-exclusive, non-transferable right during the Term of this Agreement: (1) for Utility's customers to access and use the customer-facing MyMeter® mobile application and web interface in relation to the products and services offered by Utility; (2) for Utility employees to access and use the customer-facing MyMeter® mobile application and web interface as necessary for those employees to provide support to the aforementioned Utility customers regarding the MyMeter® mobile application and web interface; and (3) for Utility employees to access and use the web interface provided by AI to Utility offering certain Utility-facing MyMeter® administrative functionality relating to the Utility and its customers access and use of the Services. Utility customer Authorized Users may be obligated to agree to additional terms and conditions provided by AI or the Utility related to their access and use of the MyMeter® mobile application and web interface. All rights granted hereunder are for Utility's internal business purposes only, pursuant to the terms of this Agreement.

2.1. THIRD PARTY SOFTWARE. Utility acknowledges that AI may have incorporated into the Services Intellectual Property created by third parties ("Third Party Intellectual Property"), and Utility agrees that Utility's right to access and use the Services containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

2.2. TITLE AND OWNERSHIP OF THE SERVICES. Title to and ownership of the Services and all copies thereof remain with AI and any other licensor(s) of the same, regardless of the form or media in or on which they may exist, and Utility agrees to protect all of AI's ownership interests therein. Utility is granted no licenses to any Intellectual Property rights other than pursuant to the express terms of this Agreement. Utility acknowledges that the Services contain trade secrets of AI, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information, databases and database structures, regulatory compilations, and other Content accessed within the Services. All rights not expressly granted in this Agreement are reserved by AI and its licensors.

3. RESTRICTIONS ON USE. As a condition of Utility's and its Authorized Users' access and use of the Services, Utility warrants to AI that Utility will not access or use, or allow others to access or use, the

Services for any purpose that is unlawful or prohibited by this Agreement. For example, Utility may not (and may not authorize anyone to) do the following: (i) co-brand the Services without the express prior written permission of an authorized Representative of AI, (ii) frame the Services, without the express prior written permission of an authorized Representative of AI, (iii) transfer, assign or sublicense Utility's or its Authorized Users' login information or right to access or use the Services to another person or entity and Utility acknowledges that any attempted transfer, assignment, sublicense, access, or use shall be void; (iv) make error corrections to, or otherwise modify or adapt, the Services or create derivative works based upon the Services, or permit third parties to do the same; (v) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Services to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (vi) disclose, provide, or otherwise make available trade secrets contained within the Services in any form, to any third party without the prior written consent of AI; (vii) access or use AI's Intellectual Property to develop any software application or products and services similar to the Services; or (ix) perform, display, or otherwise access or use the Services for the benefit of others outside of the scope of the rights expressly granted to Utility under this Agreement. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any person or entity in such a manner as is reasonably likely to give an Authorized User the impression that such other person or entity has the right to display, publish, or distribute the Services or any Content accessible within the Services. In addition, Utility may not access or use or allow others to access or use Services in any manner which could disable, overburden, damage, or impair the Services or interfere with any other person or entity's access, use, and enjoyment of the Services. Utility may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided through the Services. Utility may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Services without AI's express permission. In addition, Utility agrees that it will not and will not allow Authorized Users to access or use the Services to infringe or misappropriate the Intellectual Property of AI or others, for the invasion of privacy, for the distribution of pornography, obscenity, defaming material, or unsolicited mass e-mailings, advertising or chain letters, for the harassment of other Services users, to wrongly impersonate another Services user, for falsifying one's network identity for improper or illegal purposes, in such a way as to propagate computer viruses or other malware, to make unauthorized entry to any other machine accessible location, or for the distribution of tools designed for compromising security (i.e. including, but not limited to, password guessing programs, cracking tools or network probing tools).

4. **MONITORING OF ACCESS AND USE AND ADDITIONAL RESTRICTIONS.** Utility acknowledges and agrees that AI reserves the right to remotely prevent access to and/or use of the Services, with or without notice to Utility, including without limitation in the event that (i) AI becomes aware, from Utility or otherwise, of unauthorized access or use of the Services by any third party using any user name, password, or other login credentials of Utility or its Authorized Users, or in the event of a security concern related to the Services, or (ii) Utility's violation of any term or condition of this Agreement. AI reserves the right, but does not have the obligation, to monitor access and use of Services to determine compliance with this Agreement. AI may collect and use general metrics on access and use of the Services. It is Utility's responsibility to administer the use, distribution and security and of its and its Authorized Users' passwords. Utility shall immediately notify AI in the event that such passwords are compromised or being used by unauthorized users. AI may use and disclose Utility's and its Authorized Users' information, including without limitation Identity Content, in special instances when AI has reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with AI's rights or property, other Service users, or anyone else. AI may disclose information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend AI's rights, to protect AI's vital interests or those of any other third party, and when AI otherwise believes in good faith that any applicable law requires it.

5. **AI RESPONSIBILITIES.** AI shall maintain a complete and current copy of the software portion of the Services. AI, at its own expense, shall maintain a complete backup of the downloaded information supplied by the Utility or its Authorized Users. AI shall use commercially reasonable practices to prevent unauthorized access to the restricted areas of the Services and any databases or other sensitive material generated from or used in conjunction with the Services; and AI shall promptly notify Utility of any known Data Breaches involving personally identifiable information provided to AI by Utility or its Authorized Users. As used herein, "Data Breach" means an incident in which unencrypted personally identifiable information has been acquired by an unauthorized individual or entity and which would require notification of the individuals whose information was impacted pursuant to applicable law. AI will cooperate reasonably with Utility to provide information to Utility regarding any Data Breach to allow Utility to comply with the Utility's legal obligations to notify individuals whose information was impacted by the Data Breach.

6. **ADDITIONAL REPRESENTATIONS BY UTILITY.** Utility represents and warrants that (a) Utility is the owner of or otherwise has the right to provide any information or content of any type provided by Utility in conjunction with the AI Services and for AI's processing of such data in relation to the AI Services; and (b) Utility and its Authorized Users shall access and use the Services in compliance with this Agreement and only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the access and use of the same.

7. **PROPRIETARY INFORMATION.** The material and content accessible through the Services including without limitation all Intellectual Property in or related thereto, whether software (whether in object code, source code, or mark-up language form), photos or other images, video, audio, text, or otherwise (the "Content"), whether provided by AI or its licensors, is the proprietary information of AI or the party that provided or licensed the Content to AI, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way outside of the normal functionality of the Services without the prior written consent of an authorized Representative of AI. Modification or use of the Content except as expressly provided in this Agreement violates AI's Intellectual Property rights or the rights of its licensors. Neither title nor Intellectual Property rights to Content are transferred to Utility or its Authorized Users by access to or use of the Services.

8. **PROPRIETARY NOTICES.** Utility agrees to maintain and reproduce all copyright, patent, trademark and other proprietary notices on all copies, in any form, of the Services and its Content, in the same form and manner that such copyright and other proprietary notices are included on the Services and its Content, whether they are AI notices or those of third parties.

9. **UTILITY DATA OWNERSHIP.** As between AI and Utility, Identity Content given to AI by Utility under this Agreement shall at all times remain the property of Utility and shall be Utility Confidential Information under Section 11 below. AI shall have no rights in the Identity Content other than the limited right to process such for the purposes of providing the AI Services or as otherwise expressly set forth in this Agreement. For the purposes of this Agreement, "Identity Content" shall mean any and all data received from the Utility that is identifiable as data specifically from that Utility or data identifiable to a specific individual person.

10. **CONFIDENTIAL INFORMATION.** The AI Services, including, but not limited to, source and object code, logic and structure, database structure, and any and all copies of the foregoing, regardless of the form or media in or on which any of them may exist (all together, the "AI Confidential Information") constitute valuable trade secrets, are the Intellectual Property and confidential information of AI and any of their licensor(s), and are protected by Intellectual Property laws, international treaty provisions, and

applicable laws of the country in which such AI Confidential Information is being used. AI Confidential Information additionally includes non-public information disclosed by AI if it is clearly and conspicuously marked as “confidential” or with a similar designation at time of disclosure or non-public information disclosed by AI if, by its nature, would generally be considered by AI to be confidential. Utility's confidential information is any passwords used in connection with the Services and information that Utility specifically designates in writing as confidential. Neither AI Confidential Information nor Utility Confidential Information shall include information which: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party without an obligation to maintain its confidentiality; (iii) is rightfully received by the receiving party from a third party without an obligation to maintain its confidentiality; (iv) is disclosed to a third party by the disclosing party without an obligation to maintain its confidentiality on the third party; (v) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (vi) the disclosing party authorizes in writing to no longer treat as its Confidential Information. Each party may only disclose the other party's confidential information to those individuals who are participating in the performance of this Agreement and who need to know such confidential information for purposes of receiving and/or using such confidential information in a way expressly permitted by this Agreement, and neither party may use the confidential information of the other party for any purpose except as authorized under this Agreement. AI Confidential Information and Utility Confidential Information may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the party making such response has given the other party written notice, if legally allowed, of such court order or other legal process promptly and the opportunity for that other party to seek a protective order or confidential treatment of such confidential information, at that other party's expense, with reasonable cooperation by the responding party. Each party shall retain all ownership of its confidential information including without limitation all Intellectual Property rights in that confidential information. Subject to the licenses granted in this Agreement, Utility agrees, both during the term of the Agreement and after the termination of the Agreement to hold AI Confidential Information in confidence and to protect the disclosed AI Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the AI Confidential Information as Utility uses to protect Utility's own confidential information of a like nature, but in no event with less than reasonable care. Utility shall be responsible and liable under the terms of this Agreement for any violation of the confidentiality requirements of this Section committed by Utility's Representatives.

11. **PROFESSIONAL SERVICES.** AI will provide Professional Services pursuant to a statement of work for setting-up the Services, the fees for which are set forth in Exhibit A. The parties may agree from time to time to Professional Services for customization of the Services for the Utility pursuant to one or more statements of work. Each statement of work shall only be binding upon the parties if in writing and signed by both parties. Each such written and signed statement of work shall upon its execution by both parties be incorporated into and be subject to this Agreement.

12. **MAINTENANCE AND SUPPORT SERVICES; MODIFICATIONS.** Any Modifications provided to Utility shall be subject to the rights and obligations regarding the Services under this Agreement. AI will provide Maintenance and Support Services in accordance with Exhibit B.

13. **FEES.** Utility shall pay AI all fees set forth in Exhibit A and as set forth in any statement of work, and for all reimbursable expenses approved in advance by Utility. Such reimbursable expenses include without limitation reasonable out-of-pocket expenses including travel and lodging expenses, long distance calls, and material and supply costs. Utility shall pay all fees on or prior to the due date set forth in Exhibit A, and for reimbursable expenses, within thirty (30) calendar days of invoicing to Utility. Utility shall make all payments hereunder in US dollars. If Utility fails to make any payment when due then, in addition to all other remedies that may be available: AI may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under

applicable law; Utility shall reimburse AI for all costs incurred by AI in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and if such failure continues for thirty (30) calendar days following written notice thereof, AI may suspend performance of the AI Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Utility or any other person or entity by reason of such suspension. All amounts payable to AI under this Agreement shall be paid by Utility to AI in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason. Utility may increase fees as set forth in Exhibit A and as to any statement of work as set forth in that statement of work. All fees and other amounts payable by Utility under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Utility is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Utility hereunder, other than any taxes imposed on AI's income.

14. TERM AND TERMINATION.

14.1. Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect for the Initial Term Period set forth in Exhibit A (the "Initial Term").

14.2. Renewal Term. This Agreement will automatically renew for additional successive Renewal Term Periods (each a "Renewal Term") after the Initial Term unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least ninety (90) calendar days prior to the expiration of the then-current Initial Term or Renewal Term, whichever is applicable. Collectively the Initial Term and all Renewal Terms being the "Term."

14.3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

14.3.1. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, including without limitation if Utility fails to pay any amount when due, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach; and

14.3.2. AI may terminate this Agreement, effective immediately upon written notice to the Utility, if the Utility: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.4. Upon termination or expiration of this Agreement for any reason, Utility shall immediately cease using the Confidential Information of AI, and Utility shall (i) cease accessing and using the Services, and cease any access or use of the Services by Utility's Authorized Users, and AI may disable all Utility and Authorized User access and use of the Services, (ii) return AI's Confidential Information or destroy it, at AI's election, and (iii) at AI's request, provide AI with certification from a principal officer of Utility's organization that Utility has complied in full with the

requirements of this Section. Sections 1, 2.1, 2.2, 3, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 18, 19, 20, 21 and 22 shall survive any expiration or termination of this Agreement.

15. **FEEDBACK.** Utility and its Authorized Users may provide feedback to AI with respect to the AI Services. Notwithstanding any provision of the Agreement to the contrary, AI may use such feedback for any purpose without obligation of any kind to anyone. To the extent a license is required to make use of such feedback, Utility hereby grants to AI on behalf of the Utility and its Authorized Users an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense through multiple levels, to such feedback in connection with AI's business (and the business of its parent, subsidiary, sister, and otherwise affiliated businesses) and their successors and assigns, including without limitation for the enhancement of the AI Services. Utility represents and warrants that (i) Utility owns or otherwise controls all of the rights in and to the feedback and can grant the license set forth in this Agreement, (ii) Utility has no obligations under law or contract, such as an employment or independent contractor agreement, that would interfere with the rights granted by Utility under this Agreement or would be interfered with by Utility's grant of such rights, and (iii) the feedback Utility supplies is accurate, not misleading, and otherwise in accordance with the terms of this Agreement, and such feedback does not infringe or misappropriate the Intellectual Property of any third party.

16. **WARRANTY.**

16.1. **Limited Warranty.** Subject to the limitations and conditions set forth in 17.2 and 17.3, AI warrants to Utility that for thirty (30) calendar days following the Go-Live Ready Date (defined in Exhibit A) (the "Warranty Period") that AI Services will resolve any Critical or High level incidents as described in Exhibit B. Utility must provide prompt written notice of any failure of the Services to meet the aforementioned warranty, and in any even provide such notice within the Warranty Period. If the Services do not perform as warranted in this Section 17.1, AI will, in AI's sole discretion, use reasonable efforts consistent with industry standards to remedy such defect. The foregoing shall be AI's sole obligation and Utility's sole remedy for any breach of the warranty set forth in this Section 17.1.

16.2. **Warranty Requirements.** The limited warranties set forth in 17.1 apply only if Utility is in compliance with all material terms and conditions of this Agreement as of the date of Utility's notification of a failure to meet the warranty pursuant to 17.1.

16.3. **Exceptions.** Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in 17.1 does not apply to failures of the Services to meet the aforementioned warranty arising out of or relating to:

16.3.1. Services that are modified or damaged by Utility or its Representatives or by any third party;

16.3.2. any access or use of, or other activity relating to, the Services other than as specified in the specifications or documentation provided to Utility by AI;

16.3.3. Utility's or its Representatives or any third party's negligence, abuse, misapplication, or misuse of the Services;

16.3.4. the operation of, or access to, Utility's or its Representatives or a third party's system or network;

16.3.5. Utility's material breach of any provision of this Agreement; or

16.3.6. any other circumstances or causes outside of the reasonable control of AI.

17. **DISCLAIMER.** AI DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR UTILITY'S OR ITS AUTHORIZED USERS' USE OF THE INTERNET. THE CONTENT IS NOT NECESSARILY COMPLETE AND UP-TO-DATE AND SHOULD NOT BE USED TO REPLACE ANY WRITTEN REPORTS, STATEMENTS, OR NOTICES PROVIDED BY AI OR ANY THIRD PARTY. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW: EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 17.1, THE AI SERVICES AND ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, FROM AI. AI DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT IN RELATION TO THE AI SERVICES AND THE CONTENT. AI DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE AI SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE AI SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AI DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING ACCESS OR USE, OR THE RESULT OF ACCESS OR USE, OF THE AI SERVICES OR CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND AI MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. AI IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY WARRANTY OR LIABILITY REGARDING, AND UTILITY ASSUMES ALL RESPONSIBILITY AND LIABILITY REGARDING AND RELATING TO THE COMPLETENESS, ACCURACY, AND VALIDITY, OF DATA THAT IS INPUTTED INTO OR SUPPLIED BY THE UTILITY OR ITS AUTHORIZED USERS INCLUDING BUT NOT LIMITED TO RATE INFORMATION, INDIVIDUAL USER DATA, IDENTITY CONTENT, AND UTILITY PRODUCT OR SERVICE USAGE DATA.

18. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE UNDER OR IN RELATION WITH THIS AGREEMENT, ITS SUBJECT MATTER, OR THE AI SERVICES OR ITS CONTENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, ENHANCED, OR EXEMPLARY DAMAGES, LOSS OF REVENUE, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF LOSS OF DATA, OR DIMINUTION IN VALUE, COST OF REPLACEMENT GOODS OR SERVICES, OR SIMILAR LOSSES OR DAMAGES, EVEN IF AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT UTILITY ACTUALLY PAID AI IN THE 12 (TWELVE) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. **INDEMNITY.**

19.1. AI shall indemnify, defend, and hold harmless Utility officers, directors, employees, agents, successors, and assigns (each, a "Utility Indemnitee") from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("Losses") incurred by the Utility Indemnitee to the extent that such Losses are due to any claim by a third party alleging that the Services infringe or misappropriate a US patent, trademark, trade secret, or copyright of that third party, provided that this obligation does not apply to any claim or Losses arising out of or relating to any:

19.1.1. Open Source Component or other Third-Party Materials;

19.1.2. modification of any Services other than: (i) by AI; or (ii) with AI's express written approval and in strict accordance with AI's written directions and specifications;

19.1.3. modification of Services according to Utility's specifications; or

19.1.4. access or use of Services after AI's notice to Utility of such activity's alleged or actual infringement, misappropriation, or other violation of a third party's rights.

Furthermore, AI obligations under this Section 20 do not apply if to any claim or Losses arising out of or relating to: negligence, abuse, misapplication, or misuse of any Services by or on behalf of Utility, Utility's Representatives, or a third party; access or use of any Services by or on behalf of Utility that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to AI's instructions; events or circumstances outside of AI's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); allegation of facts that, if true, would constitute Utility's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or any act, omission, or other subject matter described in Section 20.2, whether or not the same results in any claim against or Losses by any AI Indemnified Parties. THIS SECTION 20.1 SETS FORTH UTILITY'S SOLE REMEDIES AND AI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE AI SERVICES OR THEIR USE OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY OF ANY THIRD PARTY.

19.2. Utility will, to the fullest extent permitted by law, and excluding any claim to the extent due to the gross negligence or intentional acts of AI, indemnify, defend, and hold AI and its respective subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, owners, shareholders, members, officers, directors, contractors successors and assigns (the "AI's Indemnified Parties") harmless from: (1) any breach of this Agreement by Utility, including without limitation any access or use of Services and its Content other than as expressly authorized in this Agreement; (2) any claims brought by third parties arising out of Utility's or its Authorized Users' access or use of the Services, including without limitation any Content or information accessed from the Services; (3) personal injury, wrongful death or damage to tangible personal property caused by the products and/or services promoted, sold or distributed by Utility; (4) defective products promoted, sold or distributed by Utility; or (5) representations or claims made about products or services promoted, sold or distributed by Utility. Utility agrees that the Indemnified Parties will have no liability in connection with any of the above, and Utility agrees to indemnify against any and all resulting Losses of the AI Indemnified Parties in connection therewith.

19.3. Each party shall promptly notify the other party in writing of any claim for which such party believes it is entitled to be indemnified pursuant to Section 20.1 or Section 20.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 20.3 will not relieve the Indemnitor of its obligations under this Section 20 except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

20. **TRADEMARKS AND COPYRIGHTS.** Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of AI or the party that provided the trademarks, services marks, logos, and copyrighted works to AI. AI and any party that provided trademarks, service marks, logos, and copyrighted works to AI retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services. Utility agrees that AI may identify Utility as a client and for such purpose use Utility's name and logo in connection with referencing AI clients in any publication, web site, or press release.

21. **MISCELLANEOUS.**

21.1. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), and Utility's and its Authorized Users' access or use of the Services (collectively a "Dispute"), shall be governed by, and enforced in accordance with, the internal laws of the State of Minnesota, including its statutes of limitation and excluding its conflicts of law rules. Utility's and its Authorize Users' use of the Services may also be subject to other local, state, national, or international laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Notwithstanding the foregoing, in lieu of or addition to any other remedies available to AI, AI may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for (i) any actual or alleged infringement of AI's or any third party's Intellectual Property or other proprietary rights; or (ii) any breach of the confidentiality provisions in this agreement. Utility hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts of the State of Minnesota with respect to any such injunctive or other relief. Utility further acknowledges that AI's rights in its Intellectual Property and confidential information are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages. Utility customer Authorized Users may be obligated to agree to additional terms and conditions regarding arbitration of Disputes and to the extent in conflict with the subject matter of this Section 22.1, such additional terms and conditions shall apply as to those customer Authorized Users.

21.2. If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by a court of competent jurisdiction or arbitrator to reflect to the

maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.

- 21.3. Utility shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without AI's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Utility (regardless of whether Utility is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which AI's prior written consent is required. No assignment, delegation, or transfer will relieve Utility of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 22.3 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 21.4. If there is any waiver of a breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this Agreement.
- 21.5. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, riots or civil commotion, labor strikes or difficulties, transportation stoppages or slowdowns, lack of utility services, or any other force majeure event.
- 21.6. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.
- 21.7. Utility agrees that no joint venture, partnership, employment, or agency relationship exists between Utility and AI as a result of this agreement or access to or use of the AI Services.
- 21.8. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 21.9. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.
- 21.10. This Agreement, including its exhibits which are hereby incorporated and made a part of this Agreement, constitutes the entire agreement among the parties relating to this Agreement's subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between Utility and AI with respect to this Agreement or the AI Services. Notwithstanding the foregoing, any additional terms and conditions within the Services will additionally govern the items to which they pertain, as will any additional terms and conditions provided by AI or the Utility to Utility's customer Authorized Users.
- 21.11. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to

have the same legal effect as delivery of an original signed copy of this Agreement.

- 21.12. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communication under this Agreement has legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such addressee party may designate from time to time):

If to AI: Accelerated Innovations, LLC
2550 University Avenue W
Suite 316S
St. Paul, MN 55114
Email: josh@acceleratedinnovations.com
Attention: Josh Headlee, CEO

If to
Utility:

Notices will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) if sent by regular mail or where there is no written evidence of delivery, on actual receipt or refusal of receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Accelerated Innovations, LLC

Village of Winnetka

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**1. ADDITIONAL FUNCTIONALITY**

The Services shall include the additional optional functionality as indicated below:

X = included

Bill Presentment (Bill View)	X	Bill Pay Service	☐
Service Quality Alerts (outage, leak)	X	Rate Analyzer	X
Start/Stop/Transfer Service	X	Alexa Skill	☐
Pay As You Go (Pre Pay)	☐	Service Requests & Updates	☐
Conservation Actions	☐	Programs Enrollment & Mgmt	☐
Energy Star Portfolio Manager	☐	Whole Building Benchmarking	☐
Utility Branded Mobile App	☐	Green Button Connect	☐
Test Env. (10,000 endpoint max)	☐	Additional Interval Data Storage	☐
Owner/Agent Portal	☐	Energy Assistance Portal	☐
10DLC Long Code*	☐	Messaging short code**	☐

* 10 Digit Long Code includes 10,000 140 Character messages per year, additional messages will be invoiced at \$0.012 per message

** All short code messages are invoiced at \$0.012 per 140 character message.

Note: Both messaging plans will charge for an additional message for any messages over 140 characters.

2. TERM

2.3 Initial Term Period: Commences on the Effective Date and continues for years from the Go-Live Ready Date.

2.4 Renewal Term Period: years

3. FEES

3.3 Set-Up Fee. Utility shall pay to AI a one-time Set-Up Fee for the Professional Services to set-up the Services in the amount of Forty-Eight Thousand Eight Hundred Seventy-Five (\$48,875) (the "Set-Up Fee").

3.4 Annual Software-as-a-Service Fee. Utility agrees to pay AI an annual Software-as-a-Service Fee of Twenty-Seven Thousand Six Hundred Six Eight (\$27,668) (the "Software-as-a-Service Fee") for the Services including any additional optional functionality noted above.

3.5 Fee Payment Terms. Payment for the Set-Up Fee and the first annual Software-as-a-Service Fee is due and payable as follows:

3.5.1 One half of the Set-Up fee, (\$48,875) and one half of the first annual Software-as-a-Service Fee, (\$27,668), total (\$38,271.50), is due and payable on the Effective Date of this Agreement. The remaining one half of the Set-Up Fee, (\$48,875), and one half of the first annual Software-as-a-Service Fee, (\$27,668), total (\$38,271.50), are due and payable on the following schedule:

3.5.1.1 Site provisioned, branding complete – (\$9,567.88) (25% of remaining total)

3.5.1.2 All integrations complete system loading data successfully – (\$9,567.88) (25% of remaining total)

3.5.1.3 Training complete – (\$9,567.87) (25% of remaining total)

3.5.1.4 User acceptance testing (UAT) complete – (\$9,567.87) (25% of remaining total)

3.6 The date of completion of 3.5.1.1 – 3.5.1.4 is the "Go-Live Ready Date."

3.7 Annual Software-as-a-Service Fee is due annually after the Go-Live Ready Date on the anniversary of the Go-Live Ready Date.

3.8 Annual Software-as-a-Service Fee Escalation. The annual Software-as-a-Service Fee will increase annually starting with the first Renewal Term by the percentage amount of the trailing twelve (12) month increase in the US BLS Consumer Price All Items Index (CPI.)

EXHIBIT B**SERVICE LEVEL TERMS****1. MAINTENANCE AND SUPPORT SERVICES INCIDENT RESPONSE LEVELS**

AI will use commercially reasonable efforts to provide the Maintenance and Support Services described below in response to the following Incident Levels:

Incident Level	Description	Response	Resolution
First Tier (Low)	Minor defects in the Services including look and feel that do not impair the functionality of the Services, or for which there is an obvious workaround. Misspelling of a word would be an example of this tier level.	Within two (2) business days of the initial problem report from the Utility, AI will log reported defects, and define remediation actions. A ticket will be generated to document the issue.	AI will use commercially reasonable efforts to remedy First Tier incidents with a fix scheduled according to severity and applied in a future release.
Second Tier (Medium)	Defects that impair some of the functionality of the Services but does not render the Services unusable. Issues affecting viewing of ancillary data such as weather data or communication errors would be examples of this tier level.	Within one (1) business day of the initial problem report from the Utility, AI will log reported defects, and define remediation actions. A ticket will be generated to document the issue.	AI will use commercially reasonable efforts to remedy Second Tier incidents with a fix applied with the next available release.
Third Tier (High)	Defects that impair one or more of the integral functions of the Services, for which there is not a reasonable workaround. Issues affecting viewing of all of the Utility's data or billings would be examples of this tier level.	Within four (4) hours of the initial problem report from the Utility, AI will log reported defects, and define remediation actions. A ticket will be generated to document the issue.	AI will use commercially reasonable efforts: to remedy Third Tier incidents, provide an update to the status of the fix within one (1) business day of ticket generation, and notify the Utility by email when the incident has been resolved.
Fourth Tier (Critical)	Defect that causes the complete disablement of integral features of the Services.	Within two (2) hours of the initial problem report from Utility, AI will log reported defects, and define remediation actions. A ticket will be generated to document the issue.	AI will use commercially reasonable efforts: to remedy Fourth Tier incidents, provide an update to the status of the fix within twelve (12) hours of ticket generation, and notify the Utility by email throughout the remediation process of the status of the remediation until the incident has been resolved.

AI Maintenance and Support Services are provided via e-mail during normal business hours, Central Time.

2. SERVICE MODIFICATIONS

As part of the Maintenance and Support Services, AI will provide maintenance of the Services and will from time to time, in AI's sole discretion, provide Modifications at no cost to Utility. AI provides Utility with two levels of software releases with Modifications, hot fix and scheduled release. A hot fix is defined as a Modification intending to correct issues with the existing software version. A scheduled release is defined as providing new features to the existing software or

removing existing features or functionality. Notification and Utility acceptance of these releases are noted in the following table:

Release Type	Frequency	Purpose	Notification to Utility/Acceptance
Scheduled	Every six weeks	Introduces new features and technologies	Utility is aware of release schedule and are notified 2 weeks in advance of any changes in schedule. Utility acceptance of scheduled releases is assumed unless Utility notifies AI otherwise.
Hot fix	As required	Provides fixes to issues discovered in released versions	No notice to Utility. No approval prior to implementation.

3. SUPPORT FOR CUSTOM DATA LOADER

In the event Utility is unable to provide data export in the AI standard format, AI shall include forty (40) hours of support per year for issues related to supporting non-standard data formats. Support hours over forty (40) hours will be added to the annual Software-as-a-Service Fee invoice at \$200.00 per hour and shall be due and payable with the annual Software-as-a-Service Fee. AI may increase the fees for such support by providing thirty (30) calendar days prior notice to Utility.

4. SERVICES AVAILABILITY AND CREDIT

4. Availability. Subject to the terms and conditions of this Agreement, AI will use commercially reasonable efforts to make the Services Available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each one year period starting on the Go-Live Ready Date (each such year, a "Service Period"), excluding unavailability as a result of any of the Exceptions described below (collectively the "Availability Requirement"). "Service Level Failure" means a material failure of the Services to meet the Availability Requirement. "Available" means the Services are available for access and use by Utility and its Authorized Users. For purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Utility or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) act or omission by Utility or any Authorized User/access to or use of the Services by Utility or any Authorized User, or using Utilities' or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and any specifications or instructions provided by AI; (b) delay or failure of performance caused in whole or in part by Utility's delay in performing, or failure to perform, any of its obligations under this Agreement; (c) Utility's or its Authorized User's Internet connectivity; (d) force majeure event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by AI pursuant to this Agreement; (f) scheduled downtime; or (g) disabling, suspension, or termination of the Services as allowed under the Agreement.

4. Service Level Failures and Remedies. In the event of a Service Level Failure, AI shall issue a credit to Utility in the amount of five percent (5%) of the annual Software-as-a-Service Fee for the Services paid for the Service Period in which the Service Level Failure occurred (each a "Service Credit"), subject to the following: AI has no obligation to issue any Service Credit unless: (i) Utility reports the Service Failure to AI immediately on becoming aware of it; and (ii) Utility requests such Service Credit in writing within 10 calendar days of the Service Level Failure. Any Service Credit payable to Utility under this Agreement will be issued to Utility against the next annual Software-as-a-Service Fee following the Service Period in which the Service Level Failure occurred. This Section 4 of Exhibit B sets forth AI's sole obligation and liability and Utility's sole remedy for any Service Level Failure.

5. DATA RETENTION POLICY

The MyMeter data retention policy is as follows:

- Customer/Account data: Retained for the length of the Agreement.
- Billing data: Retained for 10 years.
- Daily/Weekly/Monthly data: Retained for 5 years.
- Hourly/30-minute/15-minute data: Retained for 13 months.
- 5-minute/1-minute data: Retained for 4 weeks.

IMPORTANT: READ THIS END USER LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE (AS DEFINED BELOW) ACCOMPANYING THIS LICENSE. THIS LICENSE IS A BINDING AND ENFORCEABLE LEGAL AGREEMENT BETWEEN THE BUYER AND ELSTER SOLUTIONS, LLC, a Honeywell Company. ("HONEYWELL"). YOU ACKNOWLEDGE YOU ARE BINDING THE BUYER, AND REPRESENT YOU HAVE THE AUTHORITY TO DO SO, OR IF YOU DO NOT HAVE THE AUTHORITY, YOU WILL BE PERSONALLY LIABLE FOR ANY DAMAGES RESULTING FROM A BREACH OF THIS LICENSE. HONEYWELL LICENSES THE SOFTWARE TO BUYER ONLY UPON THE CONDITION THAT BUYER ACCEPTS ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE. BY OPENING THE SEALED SOFTWARE PACKAGE, INDICATING ASSENT ELECTRONICALLY, OR DOWNLOADING, INSTALLING, COPYING, OR USING THE SOFTWARE, BUYER REPRESENTS THAT IT READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE. IF BUYER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE THEN DO NOT CONTINUE WITH THE INSTALLATION OR USE OF THE SOFTWARE AND EITHER CONTACT HONEYWELL TO NEGOTIATE A SIGNED LICENSE AGREEMENT OR RETURN THE SOFTWARE WITHIN THIRTY (30) DAYS TO THE ENTITY FROM WHICH THE SOFTWARE WAS OBTAINED FOR A REFUND.

1. DEFINITIONS

- 1.1 **"Intellectual Property"** means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 1.2 **"Licensed Use"** means use by Buyer at the Buyer site on the authorized processor by the number of authorized users for Buyer's internal purposes, and subject to other restrictions, each as stated in the Software License Certificate for the Software that is issued by Honeywell, a written agreement between Honeywell and Buyer specifying the Licensed Use, the Honeywell proposal, or the Buyer order accepted by Honeywell (taking precedence in that order). If the Licensed Use has not been specified, then the Licensed Use is a limited right to use the Software on the device on which it is delivered or, if the software was not delivered on a device, a single computer with one processor by one user, solely for Buyer's internal purposes; and neither concurrent use on two or more computers nor use on a network is permitted.
- 1.3 **"Software"** means software and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, electronic data, models, components and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under this License or a separate agreement.

2. LICENSE AND RESTRICTIONS

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- 9.11 The attached addendum and all terms and conditions therein are incorporated by reference.

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Agenda Item Executive Summary

TITLE: Resolution No. R-28-2025: Waiving Bidding and Approving an Agreement with Power System Engineering for Services Related to the Implementation of Advanced Metering Infrastructure (Adoption)

PRESENTER: Tim Sloth

AGENDA DATE: March 4, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

On March 18, 2022, the Village issued a Request for Proposals (RFP) for Advanced Metering Infrastructure Consulting Services. The Village received six proposals and Power System Engineering Inc (PSE) had the most comprehensive response and was also the lowest priced proposal. On June 7th, 2022, the Village Council approved a Professional Services Agreement with Power System Engineering (PSE) for advanced metering consulting services.

EXECUTIVE SUMMARY:

PSE was the low bidder for the current phase of this project, which included assistance with developing the RFP package, analyzing responses, and assisting with the contract negotiation for the recommended AMI vendor. The Village has been largely satisfied with their performance in providing these services. As the Village enters into the integration phase of the AMI project, we will need assistance to ensure a smooth and successful deployment. An implementation consultant provides expertise in project management, technical support, system integration, training, and best practices.

- **Project Management:** The consultant will help coordinate and manage the various aspects of the project, ensuring that timelines are met and resources are efficiently utilized.
- **Technical Support:** They will offer technical guidance and troubleshooting throughout the installation process, addressing any issues that may arise with the new advanced metering infrastructure.
- **System Integration:** The consultant will ensure that the new AMI system integrates seamlessly with our existing infrastructure, minimizing disruptions to our services across multiple platforms such as integrating the new software packages with our New World billing software.
- **Training and Support:** They will provide training to our staff on how to use and maintain the new system, ensuring that we can operate it effectively once the installation is complete.
- **Compliance and Best Practices:** The consultant will ensure that the project adheres to industry standards and best practices, helping us avoid potential pitfalls and ensuring a high-quality implementation.

Our recommended vendor, PSE, has extensive experience in specifying, evaluating, procuring, and implementing automation tools and applications, including AMI systems. PSE will help organize, track, and maintain the deployment schedule, assist in coordinating Village responsibilities, and ensure our selected AMI vendor, Honeywell, meets their responsibilities and performance requirements outlined in the contract. PSE will help manage the project timeline. The project initiation to completion of the Initial System Acceptance Test (ISAT) is expected to take 6 to 9 months, with the full deployment and Final System Acceptance Test (FSAT) estimated to occur over 2 years.

PSE provided a quote based on three levels of support: Basic, Moderate and Expanded. Staff is proposes the "Moderate" support level, which has a cost of \$112,050. The moderate level of support offers a more comprehensive range of services compared to the Basic level. The moderate level includes more detailed coordination between village departments, a detailed work breakdown structure, more comprehensive tracking of major milestones, monitoring of contract obligations and quality control assistance.

RECOMMENDATION:

Consider adoption of Resolution No. R-28-2025, approving an agreement with Power System Engineering for services related to the implementation of Advanced Metering Infrastructure.

ATTACHMENTS:

1. Resolution No. R-28-2025: Waiving Bidding and Approving an Agreement with Power System Engineering for Services Related to the Implementation of AMI

RESOLUTION NO. R-28-2025

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH
POWER SYSTEM ENGINEERING FOR SERVICES RELATED TO THE
IMPLEMENTATION OF ADVANCED METERING INFRASTRUCTURE**

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 is transitioning to an Advanced Metering Infrastructure (AMI) system, which AMI system includes supply of an AMI network, electric meters, water modules, water meters, and a water and electric meter exchange ("***AMI System***"); and

WHEREAS, on June 7, 2022, Power System Engineering ("***Consultant***") was selected by the Village to assist with the bidding process for the AMI System; and

WHEREAS, the Village has identified the need for services related to the implementation assistance and management of the AMI System ("***Services***"); and

WHEREAS, the Village has been satisfied with the Consultant's services thus far and requested a proposal from Consultant to provide the Services; and

WHEREAS, Consultant submitted a proposal to the Village for the performance of the Services in the not to exceed amount of \$112,050; and

WHEREAS, the Village has determined that Consultant's proposal to perform the Services best meets the needs of the Village; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Services pursuant to Chapter 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (ii) enter into an agreement with Consultant for Consultant to provide the Services in an amount not to exceed \$112,050 ("***Agreement***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Services; and (ii) enter into the Agreement with Consultant for Consultant to provide the Services;

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

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

March 4, 2025

R-28-2025

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Services.

SECTION 3: APPROVAL OF AGREEMENT. The Village Council approves a Contract with Consultant for the Work 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 AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

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 4th day of March, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

March 4, 2025

R-28-2025

EXHIBIT A
AGREEMENT

March 4, 2025

R-28-2025

AMI Implementation Support

Prepared for:

Village of Winnetka

September 25, 2024



PREPARED BY:

Kyle Kopczyk
kopczyk@powersystem.org

Direct: 608-268-3539

Mobile: 810-923-3276

Fax: 608-222-9378

2424 Rimrock Road, Suite 300
Madison, WI 53713



September 25, 2024

Nick Narhi
Water & Electric Director
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
email: nnarhi@winnetka.org

Subject: PSE's AMI Implementation Support

Dear Nick:

Power System Engineering (PSE) is pleased to propose the AMI implementation assistance for the Village of Winnetka (Village).

PSE and our project team have been supporting our utility clients with specifying, evaluating, procuring, and implementing automation tools and applications for several decades. PSE was an active participant in the early days of Automatic Meter Reading (AMR) and has supported the transition to AMI, integration of data and information to support utility operation, planning, and management, and the introduction of vendor interface and interoperability standards (from MultiSpeak to APIs, DNP3, Wi-SUN, IPv6, and others).

PSE Offers a Full-Service & Independent Team - We Strive to Be Your Most Valued Adviser

- We do not work for other vendors.
- We have no financial stake in the strategies you adopt.
- Our reputation rests on our track record of providing independent guidance and exceptional service.

PSE is not only vendor agnostic, but vendor savvy.

We have directed contracting efforts with every major vendor and understand their tactics, positioning, twists, and shifts they make during the RFP process, contracting, and implementation. We are in the process of working with Village on the AMI agreement. A critical part of the implementation assistance is ensuring the AMI vendor fully meets their responsibilities and the implemented solution meets the contracted performance requirements.

Thank you for the opportunity to submit our proposal. If you have questions on our proposal or would like to discuss any aspect, please contact me via the email or phone listed below.

Sincerely,

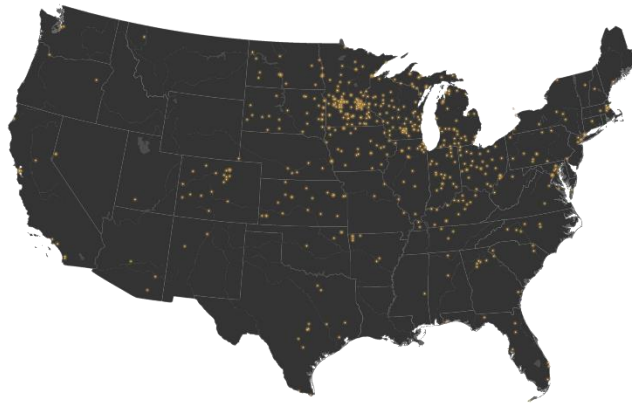
Kyle Kopczyk
Manager of Utility Automation
kopczyk@powersystem.org
608-268-3539

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1 PSE Background

History: PSE began in early 1974, establishing an office in Madison, WI, our corporate headquarters, to serve the engineering and technology needs of electric cooperatives. Over the past 50 years, PSE has evolved to become an engineering and consulting firm consisting of a breadth of experienced and professional engineers, economists, and financial analysts with a focus on the electric power and industrial sectors.



Company: PSE is a professional services consulting firm organized as a Subchapter “S” Wisconsin Corporation (TIN 39-1204386). As such, PSE’s stock is 100% owned by its employees. The President and other principals of the Company make up PSE’s Executive Committee:

- Erik Sonju, P.E. – President
- Richard Macke - Vice President of Economics, Rates, and Business Planning
- Jim Weikert - Vice President of Utility Automation and Communications
- Kevin McCutcheon – Vice President of Utility Engineering & Design
- Doug F. Joens – Vice President of System Planning and Studies
- Ola Boye - Vice President of Renewable Energy Resources
- Roy Duininck – Vice President of Power Generation & Industrial Engineering
- Naomi Levesque – Vice President of Operations

Employees: Our 105+ employees are the experts behind all the departments listed above. We have developed a broad base of expertise and have substantial capability to help our clients in areas from communication and distribution system automation, system planning and protection, rates and financial studies, supporting IT infrastructure, as well as system design. Our mission statement -- “Forward thinking professionals helping clients and colleagues achieve their goals” - shows the commitment we have to our clients and gives them the confidence that our team is motivated to satisfy their needs and represent their interests.

Offices: PSE has offices in Cincinnati, OH; Madison, WI (headquarters), Marietta, OH; Prinsburg, MN; and St. Paul, MN.

PSE is entirely focused as an independent consultant. PSE is NOT a value-added reseller (VAR) of any software, hardware, or services from any supplier. Our entire business model is based on being an agent, advocate, resource, and technical advisor to our clients.

PSE's Core Values

1. **People:** We foster strong relationships with our clients and colleague to further the collective well-being of communities through integrity and teamwork.
2. **Problem-solving:** We thrive on the unique challenges that stretch our skills and expertise, where we can turn complex challenges into opportunities for collaborative achievement.
3. **Progress:** We build upon proven approaches, and create safe spaces for experimentation, treating each relationship and project as an opportunity to positively shape the future and drive collective advancement.

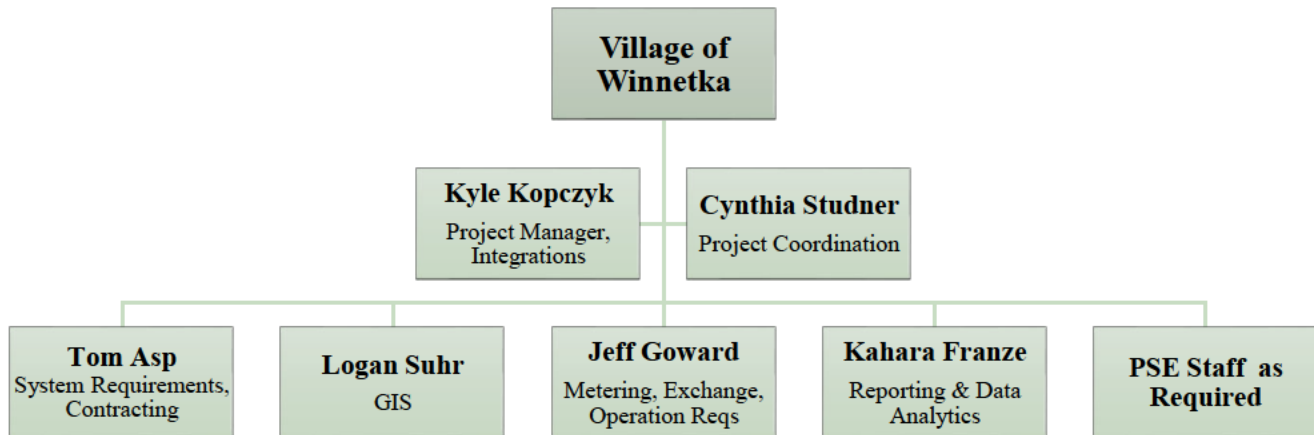
PSE's Vision Statement

We are committed to uniting innovative solutions with proven approaches to become an industry leader for the benefit of clients and colleagues.

2 Project Team

PSE's project team is shown in the org chart below. The project manager for this engagement will be Kyle Kopczyk.

Figure 1: Project Team



The table below summarizes the project team's general responsibilities.

Table 1: Project Team Responsibilities

Team Member	Responsibilities	Capabilities & Experience
Tom Asp Contracting, Vendor Management, and Communication,	Business Planning Communication requirements, NPV analysis, vendor management, stakeholder engagement, and assist in project management.	Tom has 40 plus years in the Utility industry. Including procurement, system recommendations and feasibility studies for both communications and Water & Electric AMI. Expertise in water & electric AMI, Customer Support.
Kahara Franze Data System Analyst	Assist in preparation of requirements for enhanced reporting and data analytics.	Kahara develops and uses analysis tools to assist clients in driving value from AMI, MDMS, DA, and SCADA data. Expertise in Information Technology/Data analysis.
Jeff Goward Metering, Exchange, and Operation Requirements	Focus on meter configurations, software and management tools for network operation and performance	Jeff has over 10 years' experience in deployment and operation of AMI systems. Jeff supports the development of meter exchange, performance, and other operational requirements. Jeff also provides implementation and project management support.
Kyle Kopczyk Project Manager and Integration	Utility Automation Expert. Manage the requirements development, gather pertinent data, prepare RFP documents, data integration and analytics and lead vendor analysis.	Kyle has 10+ years of water and electric utility automation experience and has led many strategy projects and numerous AMI, MDM, and DERMS deployments. Kyle also provides AMI business case and feasibility studies.

Team Member	Responsibilities	Capabilities & Experience
Cynthia Studner Project Coordinator	Project Coordination. Coordinate communications between both teams, track project objectives and milestones.	Cynthia has 15 years' experience coordinating strategy, procurement, and deployment projects.
Logan Suhr Senior Geospatial Consultant	GIS Expert. Integration support.	Logan supports enterprise database administration, web map and application development, cartography, and mobile mapping requirements. Expertise in Information Tech.

3 Support Overview

In few cases, we serve in an advisory role with clients during the implementation phase. In this role we monitor the vendor contract obligations under the contract to ensure they are meeting the agreement terms, advise and offer guidance on ISAT and FSAT, assist in resolving any issues between parties, and other activities.

A majority of our clients prefer to have PSE stay on as a full project team, leading and assisting the Village's team through the deployment of the AMI system. Our project management services during the deployment becomes an extension of your own team and best advocate.

Implementation phases, however, should not vary, just the responsible parties. The high-level AMI implementation phases include:

- A. Project Initiation
 - a. Assemble teams
 - b. Initiate purchase orders
 - c. Specify meter programming and nameplate data
 - d. Specify and approve first article meters
 - e. Refine implementation schedules
 - f. Meet with Village staff impacted by AMI implementation
 - g. AMI vendor mobilization
- B. Prepare for ISAT
 - a. Development of interfaces
 - i. Complete interfaces between CIS, Customer Portal, GIS, SCADA, and other systems specified in contract
 - ii. Conduct initial test of interfaces
 - b. Deploy ISAT meters
 - i. Conduct network element installation training
 - ii. Include at least three test areas for ISAT
 - iii. Install required network elements
 - iv. Deploy ISAT AMI meters
- C. Conduct ISAT (initial system acceptance test)
 - a. Jointly execute ISAT and interface proof-of-performance testing
 - b. Identify and resolve issues
 - c. Prepare punch list of any minor deficiencies
 - d. Passing of ISAT initiates start of full deployment
- D. Conduct Full Deployment
 - a. Complete implementation by geographic area

- b. Resolve any punch list items carried over from ISAT
 - c. Monitor installation progress
 - d. Maintain and review implementation punch list
- E. Conduct FSAT (final system acceptance test)
 - a. Initiate once substantial deployment reached (90 percent plus of meters)
 - b. Resolve punch list items
 - c. Jointly execute FSAT and interface proof-of-performance testing
 - d. Passing of FSAT triggers hold-back payments in a turnkey supply and implementation contract

As indicated, PSE has played various roles in implementation from management to an advisory role. Based on this experience, we find that it is 1) critical that the Village assign a full-time administrator during the implementation and eventually be assigned a role of an AMI manager, and 2) critical to complete all database interfaces and data exchange processes to be implemented and tested before the mass meter exchange begins.

3.1.1 Statement of Work

We see PSE's role as one that will help to organize, track, and maintain the deployment schedule and to assist in the coordination of Village responsibilities. We will accomplish this through regular scheduled meetings with the Village team and the vendor(s) and onsite meetings to ensure tasks and system quality are being maintained, as well as, to collaborate on any new updates to project documentation. Finally, we will be in attendance to formally close out the project.

We anticipate project initiation to completion of the Initial System Acceptance Test (ISAT) to take 6 to 9 months (defined in the AMI Master Agreement). The full deployment and Final System Acceptance Test (FSAT) is estimated to occur over the time of the deployment of the AMI system (3 years). For budgeting purposes, we typically see a majority of the work happening in the very beginning of the project. Roughly 60% of the work from PSE's role will occur in year 1, during the initial phase and ISAT. Year 2 will still have PSE involvement, but at this stage it is management of the deployment team to complete the entire system. This requires regular check-in calls, but there are less administrative burdens, and we typically see about 25% of our fees used during this period. Finally, once all the meters are installed and replaced, the full system is tested again. PSE will manage and lead the Final System Acceptance Test (FSAT). This moment in the project is where the remaining effort of the scope is completed.

PSE will keep an eye on your project as a whole. In this role, we would be available for meetings, general overview updates, coordinate activities between Village staff, and monitor high level system milestones as they are met, manage a master project task list, and maintain availability to troubleshoot and answer questions as they arise.

PSE will support and guide in the following areas:

1. Coordination between Village departments
 - a. Prepare a detailed work breakdown structure
 - b. Define roles and responsibilities
 - i. IT
 - ii. Electric
 - iii. Billing
 - iv. Water & Gas
 - v. Finance
 - vi. Etc.
2. Track all Major Milestones
 - a. Task owner
 - b. Responsible party
 - c. Scheduled due dates and execution
 - d. Prepare a detailed work breakdown structure
 - e. Follow-up and monitor of task list
3. Work with Village Project Manager to ensure Village obligations and schedules are maintained
4. Monitor contract obligations of AMI vendor
5. Direct weekly scheduled calls
 - a. With the AMI supplier and installation contractor
 - b. With the Village deployment team
6. Verify and tracking equipment shipments
 - a. Monthly meter forecast numbers
 - b. AMI network equipment
 - c. Communication equipment
7. Review business process improvements and update accordingly
 - a. Disconnect for non-pay
 - b. Voltage complaint
 - c. High-bill complaint
 - d. Outage and restoration
 - e. Other

8. Maintain and update the Village team contact lists for vendor(s)
 - a. Troubleshooting contacts
 - b. Project liaisons and managers
 - c. Billing and Accounting contact
 - d. Equipment order, placement, and tracking contacts
 - e. Scheduling and requesting training
9. Monitor ongoing training – scheduled or budgeted
10. Review ongoing project budgets and forecasts
11. Prepare presentations and progress updates
12. Assist in quality control
 - a. Contract employee protocol guidelines
 - b. Assist with quality Assurance plan and execution
13. Monitor master task list
 - a. Master issues/complaints/defects and resolution list
14. Coordinate any upcoming or remaining integrations
15. Coordinate vendors - required and needed
16. Discuss and outline considerations for data storage and systems or record
17. Monitor internal and external project management support
18. Advise on project sign-off and closure – ISAT and FSAT

3.1.2 Responsibility Levels

In the table below we present three support examples: a basic advisory level, a moderate advisory level, and an expanded advisory level. In the examples we indicate whether PSE is a lead or support role for each of the support example levels. We anticipate the roles will shift as needed during the implementation phases.

Activity	PSE Role					
	Basic		Moderate		Expanded	
	Lead	Support	Lead	Support	Lead	Support
1. Coordination between City departments						
a. Prepare a detailed work breakdown structure		x	x		x	
b. Define roles and responsibilities		x	x		x	
2. Track all Major Milestones						
a. Task owner		x		x	x	
b. Responsible party		x		x	x	
c. Scheduled due dates and execution		x		x	x	
d. Prepare a detailed work breakdown structure		x	x		x	
e. Follow-up and monitor of task list		x		x	x	
3. Work with Village Project Manager to ensure Village obligations and schedules are maintained	x		x		x	
4. Monitor contract obligations of AMI vendor	x		x		x	
5. Direct weekly scheduled calls						
a. With the AMI supplier and installation contractor		x		x	x	
b. With the Village deployment team	x		x		x	
6. Verify and tracking equipment shipments						
a. Monthly meter forecast numbers		x		x	x	
b. AMI network equipment	NA	NA	NA	NA	NA	NA
c. Communication equipment	NA	NA	NA	NA	NA	NA
7. Review business process improvements and update accordingly		x		x		x
8. Maintain and update the Village team contact lists for vendor(s)						
a. Troubleshooting contacts		x		x	x	
b. Project liaisons and managers		x		x	x	
c. Billing and Accounting contact		x		x	x	
d. Equipment order, placement, and tracking contacts		x		x		x
e. Scheduling and requesting training		x		x		x
9. Monitor ongoing training – scheduled or budgeted		x	x		x	
10. Review ongoing project budgets and forecasts		x		x	x	
11. Prepare presentations and progress updates		x	x		x	
12. Assist in quality control						
a. Contract employee protocol guidelines		x		x	x	
b. Assist with quality Assurance plan and execution		x		x	x	
13. Monitor master task list						
a. Master issues/complaints/defects and resolution list		x	x		x	
14. Coordinate any upcoming or remaining integrations		x		x	x	
15. Coordinate vendors - required and needed		x		x	x	
16. Discuss and outline considerations for data storage and systems or record		x	x		x	
17. Monitor internal and external project management support		x	x		x	
18. Advise on project sign-off and closure – ISAT and FSAT	x		x		x	

4 Cost Estimate

We propose a time and material approach to the support services. The costs depend upon how detailed and the extend of support services are needed. In the table below we present three support level examples: a basic advisory level, a moderate advisory level, and an expanded advisory level.

Advisory Level	Estimated Hours and Fees					
	ISAT Months	ISAT Average Hours per Week	FSAT Months	FSAT Average Hours per Week	Total Estimated Hours	Total Estimated Fees
Basic	6	4	12	4.25	306	\$ 68,850
Moderate	6	8	12	6.25	498	\$ 112,050
Expanded	6	16	12	8	796	\$ 179,033

With the expanded level, more tasks and project management duties would be designated to PSE. We would have more day-to-day contact, further our role in the roll-out, and have a greater capacity in ensuring the project is completed on time and on scope. For each example, the estimated fees are listed. Travel expenses are in addition and are invoiced at cost.



Agenda Item Executive Summary

TITLE: Resolution No. R-25-2025: Approving an Agreement with Stanley Consultants Inc. for Engineering Services for Generation Replacement Study (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: March 4, 2025

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village currently has approximately 22 Megawatts (MW) of combined generation resources available. 5 MW consists of twin reciprocating internal combustion engines (RICE) and the remainder are steam turbines driven by natural gas boilers. The Council has previously provided policy direction to end steam generation in 2027. The current air permit for RICE generation expires in 2029. These generators are a necessity as they support the fully-pumped water distribution system. In order to properly plan for 2029 generator replacement and to explore the possibility of replacing steam with another resource, funding has been allocated to engage professional engineering services to conduct a study. This study will help staff inform the Council on the future of generation for the Village.

EXECUTIVE SUMMARY:

As part of the approved 2025 Electric Fund Budget, funding in the amount of \$125,000 (account #500.40.01-551) is allocated for a generation replacement study. The total scope of the professional services includes: evaluating the feasibility of six different generation scenarios with resources diversified in fuel type and location within the Village; shortlisting two scenarios based on numerous criteria including cost and ROI; and developing a detailed implementation plan for those two scenarios. Such a plan would include a schedule, permitting requirements and rough construction documentation.

The consultant will be required to assist staff in presenting the study results to the Council in order to make an informed decision about the future of generation in the Village. Without a water tower, the Village is required by the IEPA to have quick-start generation to support the pumps that pressurize the water system. Based on our understanding of environmental permitting, design, procurement and installation, we are confident this is a five-year planning cycle. In order to be prepared for the engine replacement in 2029, Council needs to provide direction this year on a path forward.

Request for Proposal (RFP) #024-007 was issued for the professional services required for the generation study. On October 25, 2024, a bid notice (RFP #024-007) was advertised in the Winnetka Talk and posted to the online bidding service Demand Star. Interested firms were required to attend a mandatory site meeting on November 8, 2024, in order to become fully familiar with the intricacies of the project and have an opportunity to have their questions answered. Proposals were opened on January 8, 2025, with four companies submitting proposals.

The results are summarized as follows:

Stanley Consultants	\$191,506
Sargent & Lundy	\$274,200
Power System Engineering	\$277,920
Commonwealth	\$49,200

Village staff evaluated the proposals using multiple types of criteria; expertise, project understanding, responsiveness, fees, reputation and past experience with the firm. Commonwealth, the lowest responsive bidder, also scored the lowest in the selection process, failing to provide good project comprehension and qualifications for all aspects, technical and financial, of the study.

Stanley Consultants Inc. scored the highest in the selection process evaluation and submitted an original cost proposal of \$191,506. The firm was determined to have good project comprehension and identified a number of technical details that were not identified by other firms. Staff also conducted reference checks for similar projects performed by Stanley and were satisfied with the feedback.

The Village has previously utilized Stanley Consultants Inc. for Electrical System Investigation, Drainage Study, and Reservoir blank flange design. Based on previous experience with Stanley Consultants Inc., quality of work and commitment to meet agreed-upon deadlines, staff are recommending the award of the work to Stanley Consultants, Inc.

Following the RFP analysis, staff reviewed the scope of work and elected to change the scope of the study to include possible renewable generation. This was done with the goal of analyzing the potential for 'behind the meter' renewable resources in Winnetka. The total cost with this change in scope came out to \$198,706.

The FY2025 Electric Fund Budget contains \$125,000 for the completion of the generation study. Stanley Consultants submitted a proposed cost of \$198,706. In order to make up for the shortfall of \$73,706, staff are recommending the cancelation of the hot-well pump overhaul (\$75,000) used to support steam generation. Staff believe that with only two steam generation seasons left, the equipment has sufficient life to make it to the end of 2026.

Resolution No. R-25-2025, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest a contract with Stanley Consultants Inc. for an amount of \$198,506 for the required professional services.

RECOMMENDATION:

Consider adoption of Resolution No. R-25-2025: Approving a Professional Services Agreement with Stanley Consulting Inc for the Generation Study in an amount not to exceed \$198,706.

ATTACHMENTS:

1. Resolution No. R-25-2025: Approving an Agreement with Stanley Consultants Inc. for Engineering Services for Generation Replacement Study

RESOLUTION NO. R-25-2025

**A RESOLUTION APPROVING AN AGREEMENT WITH
STANLEY CONSULTANTS INC. FOR ENGINEERING SERVICES FOR
GENERATION REPLACEMENT STUDY**

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

WHEREAS, the Village issued request for proposal No. 024-007 ("***Request for Proposals***") seeking qualified firms to perform engineering services for a Generation Replacement Study ("***Services***"); and

WHEREAS, the Village received four proposals ("***Proposals***") to provide the Services and opened the Proposals on January 8, 2025; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council evaluated the Proposals based on various criteria including expertise, project understanding, responsiveness, fees, reputation and past experience and has determined that Stanley Consultants, Inc. ("***Consultant***") is the second lowest responsible bidder to provide the Services; and

WHEREAS, the Consultant has previously provided satisfactory engineering services to the Village; and

WHEREAS, the Village Council desires to enter into an agreement with Consultant for the provision of the Services from Consultant in an amount not to exceed \$198,706 ("***Agreement***"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Agreement with 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: APPROVAL OF AGREEMENT. The Village Council hereby approves the Agreement in a form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Consultant; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from

March 4, 2025

R-25-2025

Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement will, at the option of the Village Council, be null and void.

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 4 day of March, 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

**VILLAGE OF WINNETKA
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 4th day of February 2025, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and the Consultant identified in Section 1.A of this Agreement.

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

SECTION 1. **CONSULTANT.**

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

Consultant Name ("Consultant**"):** **STANLEY CONSULTANTS, INC.**

Address: **8501 W. HIGGINS RD SUITE 730 CHICAGO, IL 60631**

Telephone No.: **773-963-9624**

Email: **REILLYDAN@STANLEYGROUP.COM**

Project Name/Description: **Winnetka Generation Replacement Study**

Agreement Amount: **\$198,706**

B. Project Description. **Winnetka Generation Replacement Study**, as more fully described in the proposal attached to this Agreement as **Exhibit A ("**Proposal**")**.

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

SECTION 2. **SCOPE OF SERVICES.**

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

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

C. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Agreement by the Village, but in no event later than the date that is 330 days after the Commencement Date ("**Time of Performance**").

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

D. Claim In Addition To Agreement Amount.

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

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

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

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

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

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

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

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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

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

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

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

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

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

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

EXHIBIT A

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

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

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

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

E. Compliance With Laws and Grants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

With a copy to:

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

EXHIBIT A

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

Thomas J Mergen
225 Iowa Avenue
Muscatine, Iowa 52761

With a copy to:

Stuart Crenshaw
385 Interlocken Crescent, Suite #250
Broomfield, CO 80021

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

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

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

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

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

J. Authority to Execute.

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

ATTEST:

VILLAGE OF WINNETKA

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: Vice President

EXHIBIT A

ATTACHMENT A
PROPOSAL



Stanley Consultants INC.

» Connect. Create. Contribute.

Proposal

*Village of Winnetka
Winnetka Generation Replacement Study*

RFP #024-007

January 8, 2025

ATTACHMENT A

January 8, 2025

Dell Duckworth, Assistant Finance Director
Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
dduckworth@winnetka.org

RE: Proposal for Winnetka Generation Replacement Study | RFP #024-007

Dear Members of the Selection Committee:

The Village of Winnetka (Village) is requesting qualifications and proposals from qualified firms for the engineering services required to perform a generation replacement study. We recognize the importance of expertise and timely, budget-conscious delivery of engineering services. Stanley Consultants is your qualified partner, offering responsive, efficient services with a collaborative focus and proven record of quality and performance providing study and design for development of power generation facilities.

Contact Information

Contact information for the individual authorized to represent Stanley regarding this proposal is as follows:

- » Dan Reilly, Business Development Manager
630.708.0037 | reillydan@stanleygroup.com

Key Points of the Proposal

- » **Reliability and Redundancy:** Stanley will thoroughly examine the Village's options for maintaining a reliable and redundant power supply, particularly for the Village's water system, which lacks elevated storage. This focus is crucial to maintain essential services during emergencies.
- » **Backup Generation Options:** Stanley is experienced evaluating different backup generation technologies for older facilities to identify the most suitable options for providing continuous power when needed. Our team will deliver a study with solutions that enhance the Village's emergency preparedness.
- » **Regulatory Compliance:** The Village will receive a comprehensive approach from Stanley to meeting regulatory requirements, including air emissions limits and anticipated changes in environmental regulations. This will provide the Village with power generation solutions that are not only effective but also compliant with required standards.

We acknowledge receiving Addendum No. 1 dated December 10, 2024, and confirm attending the mandatory pre-proposal meeting on November 8, 2024. As you work through your decision-making process, please contact me at 630.708.0037 or reillydan@stanleygroup.com to discuss our proposal. We look forward to establishing a partnership with you—and are committed to the success of your project and our shared priorities of meeting stakeholders' objectives. Thank you for your consideration.

Sincerely,


Dan Reilly, Business Development Manager
Stanley Consultants, Inc.

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The Village of Winnetka will receive responsive solutions tailored to align with your goals. Our team is dedicated to delivering these solutions on time and within budget, so your project stays on track and meets your strategic objectives.

1. Executive Summary

SALIENT FEATURES OF THE PROPOSAL

The generation replacement study will evaluate options for replacing and installing generation resources to aid the Village of Winnetka's (Village) power supply master planning. Significant features of the study include the exploration of various generation options like diesel and dual fuel generators, assessment of site characteristics and technical and cost analyses. The study also focuses on regulatory compliance and addresses critical issues such as environmental permitting, electricity distribution and fuel supply.

Stanley Consultants will develop recommendations to replace existing generation resources to meet future demands and regulatory requirements while considering the Village's plan to maintain diesel generation until 2029 and to shut down steam generation by 2027. Tasks include conducting equipment screening, confirming regulatory compliance, performing a comprehensive options analysis and developing an implementation plan to support the Village's power supply needs.

Our approach will deliver the following key advantages to the Village:

» **Collaborative Communication:**

We will prioritize open and effective communication, engaging with the Village's staff and stakeholders to achieve high-quality results that not only meet required standards but also accomplish your specific objectives, all within the timeline and budget.

» **Creative Tailored Solutions:**

Stanley recognizes that off-the-shelf solutions will not address the specific challenges the Village faces. Therefore, we will work closely with your team to leverage our expertise in defining feasible alternatives and developing customized solutions that align with the Village's needs and goals.

» **Proven Expertise for Comprehensive Results:**

Our proven team has successfully studied and designed projects of various sizes and complexities. Stanley's experience at new greenfield sites and aged brownfield sites will deliver optimal solutions tailored to the Village's requirements.

» **Regulatory Compliance:**

Stanley's regulatory reviews adhere to federal and state air quality standards, leading to more predictable and successful project outcomes.

Developing a comprehensive understanding and planning of the project at the study stage will provide the Village a solid foundation for subsequent design and construction phases. Through our services, Stanley aims to enhance the value and efficiency of the Village's project, achieving a successful outcome that meets your strategic objectives.

CONSULTANT'S CAPABILITIES AND EXPERIENCE IN THIS TYPE OF PROJECT

Winnetka's Need	What Stanley Consultants Offers
Expertise in Power Generation	Stanley has extensive experience in generation study projects, allowing us to provide creative insights and solutions for your generation replacement study.
Infrastructure Analysis	We will conduct a thorough, multidiscipline analysis of the current infrastructure to assess the feasibility of each generation scenario.
Cost-Effective Solutions	Our team's recommendations will focus on the most efficient and cost-effective solutions, optimizing costs for the Village.
Regulatory Compliance	Stanley provides solutions that adhere to regulatory requirements, which are crucial for the project's success.
Implementation Planning	We will assist in developing detailed implementation plans, including schedules for permitting, procurement and construction.
Long-term Planning Alignment	Our services align with the Village's long-term planning and capital improvement goals, facilitating sustainable development.
Reliable Power Supply	Stanley's solutions focus on maintaining a reliable power supply, which aligns with the project's objective to meet electric demands, especially in emergencies.

ADDITIONAL INFORMATION

Comprehensive Expertise in Energy Solutions

Stanley brings a wealth of experience in evaluating and implementing energy generation solutions. We have successfully completed numerous projects involving diesel, gas and dual fuel generation systems, so our clients have reliable and efficient power sources. Our team's expertise in fuel source infrastructure, auxiliary systems and regulatory compliance will provide the Village with comprehensive and tailored solutions that align with your goals and meet your needs.

Proven Record in Cost-Effective Solutions

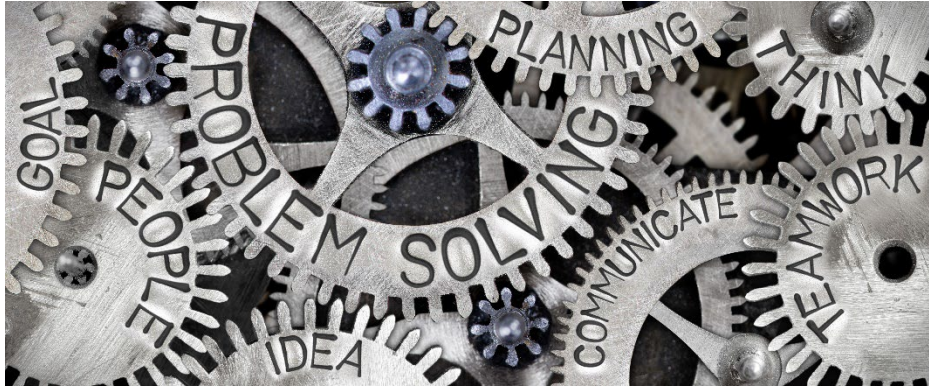
We are committed to delivering cost-effective solutions that maximize the return on investment for our clients. Our detailed cost breakdowns and projected annual impact analyses will help the Village prepare a robust capital improvement plan for FY2026-FY2030. Stanley's focus on cost efficiency will help the Village maintain financial stability while meeting its energy demands.

Seamless Integration and Implementation

Stanley specializes in seamless integration of new generation units with existing equipment and infrastructure. Our detailed implementation plans, including schedules for permitting, procurement and construction, will facilitate a smooth transition. Our team will work closely with Village staff to prepare materials for Village council meetings, so stakeholders are informed and engaged throughout the process.

Long-Term Partnership and Support

We are committed to building long-term partnerships with our clients. Stanley's approach includes ongoing support and consultation, so energy generation solutions continue to meet the Village's evolving needs. Our team is available to assist with any future modifications or expansions, providing a reliable and trusted partner for the Village of Winnetka's energy future.



Through collaboration with stakeholders, our team can help the Village of Winnetka achieve environmental and economic gains without undermining the need for affordable and reliable energy and water.

2. Content Requirements

DETAILED WORK PROGRAM

Project Understanding

The Village of Winnetka (Village) provides electric power for its customers primarily through its utility connection to Illinois Municipal Electric Agency (IMEA) and also from Village owned generation resources. Similar to other municipal utilities, electricity resources are utilized to yield most economical power cost for Village customers. The Village is under a power supply contract to IMEA that dispatches Village generation to offset higher wholesale power when necessary. The Village receives a credit from IMEA for all electricity supplied. All generation resources are fully committed to IMEA until at least 2035.

The Village's power plant is located on Lake Michigan and houses multiple electric generators totaling approximately 21 MW. Although the power plant is not base loaded, the Village operates the facility on a regular basis to exercise the equipment and maintain operator proficiency. The generators include two 2.5 MW reciprocating internal combustion engines (RICE), one 10 MW condensing steam turbine generator, and one 6.25 MW condensing steam turbine generator. All steam generators are natural gas fired and both RICE units are diesel fired. All electric generators connected at 4160V.

The Village owns an additional parcel further inland at their public works facility referred to as the Yards location. There are limited utility connections at this location and significant natural gas infrastructure proximity is unknown. However, the Yards location may be suited for new generation equipment requiring a sizable footprint. Yards is currently used for storage of public works materials and warehoused equipment. In the future, Yards may be the location of a solar array and battery energy storage.

Table 1: Site Characteristics

Plant (735 Tower Road)	Yards (1390 Willow Road)
Access to lake water and potable water	Access to potable water
12 kV and 4 kV distribution voltages	12 kV and 4 kV distribution voltages
Existing diesel and natural gas supply infrastructure	No diesel infrastructure, natural gas supply unknown
Physical space constrained to existing building	Available land for new structures

To support power supply master planning, the Village is seeking engineering services to evaluate pre-determined options for generation replacement and installation. Standby generation is necessary to support the Village's water treatment and distribution system since it is a fully pumped system with no elevated storage. The Village will explore potential full or partial replacement of the existing steam and diesel-powered generation to meet the Village's electric demands in case of an emergency. The Village plans to leave its existing diesel generation (~5 MW) in place through at least 2029 or as long as air permitting allows. Current Village strategy calls for the shutdown of steam generation (~16 MW) on January 1, 2027.

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The Village has developed the following scenarios for engineering evaluation:

1. Installation of 5 MW of diesel generation at the existing power plant (735 Tower Road.) This would consist of a pair of ~2.5 MW units for redundancy.
- 1a. Installation of ~2.5 MW of diesel and ~2.5 MW of gas generation at the existing power plant (735 Tower Road).
2. Installation of 2.5 MW of diesel generation at the existing power plant (735 Tower Road) and 20 MW of quick start dual fuel (diesel/natural gas) generation at the Village's public works facility (Yards - 1390 Willow Road).
3. Installation of 5 MW unit of quick start dual fuel (diesel/natural gas) generation at the existing power plant (735 Tower Road) and 20 MW of quick start dual fuel (diesel/natural gas) generation at Village's public works facility (Yards - 1390 Willow Road).
4. Installation of 25-30 MW of dual fuel (diesel/natural gas) generation at the Village's public works facility (Yards - 1390 Willow Road).
5. Installation of 30-35 MW of dual fuel (diesel/natural gas) generation at the Village's public works facility (Yards - 1390 Willow Road).

Table 2: Generation Options

Case	Capacity (MW)	Location			
		Existing Power Plant		Public Works Facility - Yards	
		*Quick Start	**Fast Start	*Quick Start	**Fast Start
1 & 1a	5	5			
2	22.5	2.5		20	
3	25	5		20	
4	25-30			10	15-20
5	30-35			10	20-25

* Quick start shall achieve full load from startup in less than 2 minutes

**Fast start shall achieve full load from startup in less than 30 minutes

Stanley Consultants will evaluate the above generation options provided by the Village systematically and comprehensively.

Project Management Approach

The Village will receive a tailored approach from Stanley that optimizes outcomes and aligns with your strategic goals. We are committed to working collaboratively with the Village to clearly define project objectives, develop a plan and closely monitor progress to achieve the desired results. Our team will maintain close coordination with the Village's engineering, operations and management teams to maintain a unified approach to the project goals and enable swift resolution of any issues. Stanley will facilitate the seamless flow of critical data and information, thereby reducing delays and improving decision-making processes.

To effectively manage the project execution, Stanley uses a work breakdown structure to delineate the project into manageable tasks and components. These elements will define project management procedures while prioritizing quality and risk mitigation, ultimately leading to more predictable and successful project outcomes.

Regular monitoring of the project's progress against the planned schedule and budget allows our team to promptly identify and address deviations or potential concerns, which minimizes impacts and keeps the Village informed. By aligning our budget planning with the project scope and schedule, we provide accurate cost control, promoting financial efficiency throughout the project lifecycle.



Quality is paramount in our services. We integrate quality assurance checks and approvals into each task, conducting these reviews before submitting deliverables to the Village. This process not only upholds high standards but also reduces the time the Village spends on reviews. Our project manager will continuously oversee and maintain quality standards throughout the project's duration.

Risk management is handled with transparency and proactive communication. We identify potential project risks, such as critical timing for the Village's decision-making and possible schedule impacts. After conducting qualitative and quantitative risk analyses, we provide risk responses to the higher impact and higher probability items. We monitor and control those risks by keeping the Village informed about the risks and our mitigation strategies throughout the project, which provides a responsive project environment.

By prioritizing effective communication, meticulous planning and diligent execution, the Village of Winnetka will receive the highest level of service and achieve your project goals with utmost confidence. Our dedication to excellence and adherence to project requirements have been key factors in our continual success, which provides assurance that your project is in reliable hands.

Scope of Work

Stanley will provide the following detailed work program to address the tasks in Winnetka's Integrated Water and Electric Utilities Management project. The deliverables for each of these tasks are itemized in *Section 3–Documentation*. The information we need to obtain from the Village is itemized in *Section 5–Owner's Resource Requirements*.



Task 1: Equipment Screening Analysis

Our team will conduct discussions with the Village to understand any vendor preferences. The Village preferences will be used along with a vendor survey to determine available generators that would meet the project requirements (redundancy, capacity, fuel, emissions and start time).

We will discuss the results of the screening with the Village and a basis of design make and model for each technology will be selected. NOTE: The basis of design vendor may not be the final awarded vendor should the project move to equipment procurement.



Task 2: Regulatory Compliance and Permitting

Stanley's environmental scientists will determine the air emissions limits to comply with local, state and federal regulations, especially considering the Village is in a "non-attainment" area. The environmental scientists will also consider anticipated regulatory changes (such as the Greenhouse Gas Rule) as the project advances and notify the Village of impacts.



Task 3: Options Analysis

We will perform detailed technical and cost analysis of each option provided by the Village involving the following considerations:

- » **Electrical Integration:** Assessment of the existing electrical equipment to accommodate the electrical demands of each option including existing capacity, redundancy and load flow. Stanley will provide recommendations to address deficiencies found in the assessment of the existing electrical equipment to support the new generation as well as future equipment requirements for each generation option.
- » **Structural Integration:** Assessment of the existing structures to accommodate either replacement or new generation equipment. We will provide recommendations describing the structural improvements necessary to accommodate the replaced or added generation equipment.

ATTACHMENT A

- » **Mechanical Integration:** Assessment of the existing mechanical utilities to accommodate new generation equipment. Assessment will include the natural gas system with compression, diesel fuel system, instrument air system, combustion air intake and flue gas. Our team will provide recommendations to address deficiencies found in the assessment of the existing mechanical equipment to support the new generation as well as future equipment requirements for each generation option.
- » **Siting and Constructability:** Assessment of site characteristics for each site to accommodate replacement and new generation. Assessment will include space and area constraints, existing equipment demolition necessary for each option, general installation path for each option and overall constructability of each option. We will provide descriptions of equipment siting and recommendations to address major challenges with equipment siting for each option.
- » **Capital Cost Analysis:** Stanley will use the results from the equipment screening task and technical assessments to develop a AACE Class 4 capital cost estimate for each option. The cost estimate will consider budgetary costs for major equipment as well as approximate construction costs informed by technical assessments.
- » **Operations and Maintenance Cost Analysis:** Our team will use vendor estimates and parametric data alongside expected equipment starts and utilization estimates to develop O&M cost for each option.



Task 4: Implementation Plan

Stanley will develop an implementation plan for two shortlisted options selected by the Village. The implementation plan will include project schedules describing air permitting activities, major equipment procurement activities, detailed engineering package development, construction contract bidding and execution and project construction.

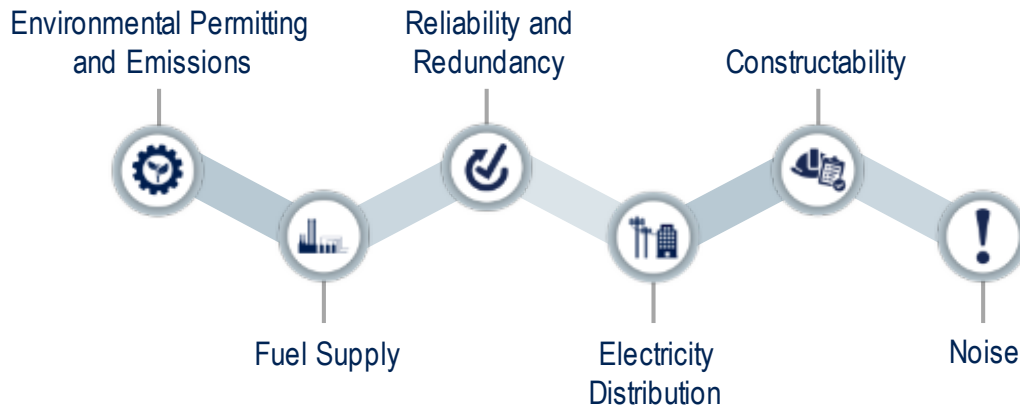
This comprehensive approach addresses all aspects of the project scope and leverages the necessary skills and expertise to overcome challenges and successfully complete the generation study.

ESTIMATED SCHEDULE

Stanley commits to meeting the generation study project schedule shown below.

Responsible Party	Project Milestone	Date/Time
Village	Award (or Not Award)	January 21, 2025
Village and Stanley Consultants	Contract Executed	January 22, 2025
Village and Stanley Consultants	Kickoff Meeting	February 1, 2025
Stanley Consultants	Generation Study without Electric Fund Impact	May 15, 2025
Stanley Consultants	Generation Study with Electric Fund Impact	June 15, 2025
Village and Stanley Consultants	Presentation(s) to Village Council	July–August 2025
Village and Stanley Consultants	Implementation Plan and Incorporation of Final Design into FY2026-FY2030 CIP	August–October 2025

Critical Issues to Address



CRITICAL ISSUES

Stanley will address the following critical issues when preparing the generation study.

Environmental Permitting and Emissions

The Village is currently in a non-attainment area for O-zone. Obtaining air permits for additional power generation may be a challenge since NO_x and VOCs from natural gas and diesel combustion contribute to O-zone formation. The study analysis and results must consider the NO_x and VOC air emissions and their possible permitting challenges.

Additionally, the potential effects of the proposed Greenhouse Gas Rule should be monitored throughout the project duration since this rule could impact the requirements of the project. These potential effects should also be mentioned in the report.

Fuel Supply

No fuel gas infrastructure capable of power generation exists near the public works facility. The study analysis and results must consider the extensive fuel gas infrastructure that will be necessary to place generation at the public works facility.

Reliability and Redundancy

The Village does not have elevated storage on their water distribution system. Therefore, the backup generation is vital to the reliability of the Village water system. The study analysis must heavily factor reliability and redundancy during technology selection.

Electricity Distribution

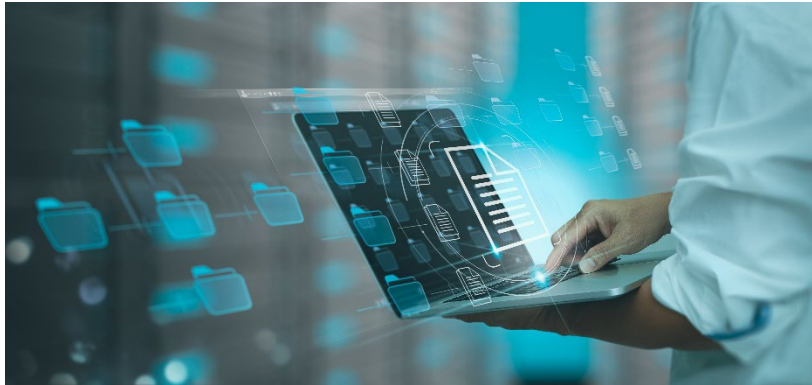
Limited electrical distribution (12.47 kV) infrastructure exists at the public works facility. The study analysis and results must consider the potential for extensive distribution cable and equipment replacement that may be required to distribute 20-30 MW of power from public works facility to the substation.

Constructability

Limited demolition and installation pathways exist at the Village's power station for large, packaged generation equipment. The study analysis and appendices must address the viability of removal and installation of major equipment at the power station.

Noise

The Village power station is a neighbor to residences and the public works facility is within 0.25-mile of residences. Generation equipment is noisy and can be a nuisance if not properly considered. The study results must consider sound deadening equipment to mitigate noise of generation options at both sites.



We will meet the Village of Winnetka's goals by providing comprehensive services that deliver collaborative, forward-thinking solutions.

3. Documentation

Stanley Consultants will provide the Village with the following deliverables for each task.

Task 1: Equipment Screening Analysis

- » Screening analysis letter report summarizing screened vendors, comparison table, results and path forward.

Task 2: Regulatory Compliance and Permitting

- » Air permit memo identifying air permit constituent limits for the existing and new generation.

Task 3: Options Analysis

- » Generation study report that includes the following sections:
 - Executive summary.
 - Background.
 - Technical analysis.
 - Cost analysis.
 - Results.
 - Conclusion.
 - Appendices:
 - One-line markup for each option.
 - Process flow diagram for each option.
 - General arrangement for each option.
 - Capital cost estimate for each option.
 - Operation and maintenance cost estimate for each option.
 - Projected electric fund annual impact for each option.

Task 4: Implementation Plan

- » Narrative overview describing the high-level workflow for each selected option.
- » Project schedule showing air permitting activities, major and long-lead equipment procurement activities, detailed engineering package development, construction bidding and execution, project construction, startup and commissioning and closeout for each selected option.





We are committed to working collaboratively with the Village of Winnetka to clearly define project outcomes and closely monitor progress to achieve the desired results.

5. Owner's Resource Requirements

Stanley Consultants requires the following items from the Village to complete each task.

Task 1: Equipment Screening Analysis

- » Preferred generation vendor list.
- » Redundancy requirements.
- » Expected number of starts per year.
- » Expected annual utilization.
- » Dual fuel requirements.
- » Minimum and maximum capacity increments.

Task 2: Regulatory Compliance and Permitting

- » Current air permit.
- » Potential for emissions netting and anticipated air emissions challenges.

Task 3: Options Analysis

- » Electrical model (ETAP or SKM).
- » Geotechnical reports for both sites.
- » Structural drawings for power plant.
- » Piping schematics for power plant.
- » Utility costs (gas, electric).





Through collaboration, a commitment to excellence and a culture centered on integrity and accountability, we provide innovative solutions for every problem with an unrelenting focus on quality, safety, cost and schedule.

6. Project Schedule

Stanley Consultants commits to meeting the generation study project schedule shown below.

Responsible Party	Project Milestone	Date/Time
Village	Award (or Not Award)	January 21, 2025
Village and Stanley Consultants	Contract Executed	January 22, 2025
Village and Stanley Consultants	Kickoff Meeting	February 1, 2025
Stanley Consultants	Generation Study without Electric Fund Impact	May 15, 2025
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See update schedule in Change Order 01 in page 22



The Village will receive exceptional value from Stanley Consultants. We are committed to serving as an extension of your staff, providing responsive support for successful, collaborative solutions.

7. Other Relevant Information

A. COST PROPOSAL

Stanley Consultants will provide the services described in this proposal per the fee breakdown shown below. Costs for each task are indicative and may be shared across the tasks.

Tasks	Fee
Task 1: Equipment Screening Analysis	\$24,682
Task 2: Regulatory Compliance and Permitting	\$8,900
Task 3: Options Analysis	\$140,614
Task 4: Implementation Plan	\$17,310
Total Lump Sum Fee	\$191,506

See updated fees in Change Order 01 in page 22



Stanley Consultants INC.

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January 29, 2025

Nick Narhi
Director of Water and Electric
Village of Winnetka
nnarhi@winnetka.org
847-716-3553

RE: Winnetka Generation Replacement Study – Change Order Request 01 Renewables | RFP #024-007 COR 01

Dear Mr. Narhi:

During the proposal discussion meeting on Tuesday, January 28th, the Village of Winnetka requested a scope change that includes removal of Case 5 from the Generation Replacement Study scope and the addition of renewable generation to Cases 1, 1a, 2, 3, and 4 of the Generation Replacement Study scope. The specific changes are identified in red within the attached Generation Study Rev 2 document.

Stanley Consultants has revised the fee table to reflect the changes resulting from Change Order Request 01. Although Case 5 was removed, the net result of adding renewable generation to the study slightly increased engineering fee.

Tasks	Fee
Task 1: Equipment Screening Analysis	\$27,682
Task 2: Regulatory Compliance and Permitting	\$8,900
Task 3: Options Analysis with COR 01	\$144,814
Task 4: Implementation Plan	\$17,310
Total Lump Sum Fee	\$198,706

We look forward to working with the Village of Winnetka on this important generation study. Please do not hesitate to reach out if you have any questions or concerns about this Change Order Request 01.

Sincerely,


Brad Schmidt, Project Manager
Stanley Consultants, Inc.

ATTACHMENT A
REVISION 2.0 – CHANGES MARKED IN RED

Village of Winnetka Generation Replacement RFP

Background

The Village's water and electric utilities are operated as a single department, with the Water and Electric Department Director supervising both utilities. Although operationally unified, the Water and Electric Departments operate as separate financial entities, with distinct enterprise funds within the Village's financial records and budget.

Unique among many municipalities, Winnetka generates electric power and services for all residents and businesses. Both the Water and Electric plants are staffed 24 hours a day, 7 days a week to handle any service emergencies. Electricity is carried from the Electric Power Plant via underground cables to load distribution centers throughout the Village. From the ends of these underground cables, overhead and underground wires provide electricity directly to users. Today, Winnetka's power and energy requirements are ensured pursuant to contracts between the Village and the Illinois Municipal Electric Agency (IMEA).

This blend of resources assures an economical cost of wholesale power. By contract, the output capacity of the Village's Electric Plant is dedicated to the IMEA. Upon request by the Agency, the Village will generate electricity that is used by the Agency to meet electrical demand or offset the cost of higher priced wholesale power from another source. In return for the Agency's right to use our plant's capacity, the Village receives credit on its wholesale power bill.

Even though the Village buys all its electricity from IMEA, it still owns and operates the electric plant. The capacity of the plant is approximately 21,000 kilowatts and is operated on a regular basis to exercise the equipment and keep the operators proficient.. If necessary, the plant can be brought online when all other utilities may be unable to serve any load.

As part of its long-term planning, the W&E Department is seeking services to evaluate options for generation replacement. At a minimum, standby generation is required to support the water treatment and distribution system, as it is a fully pumped system with no elevated storage. The Village will explore potential full or partial replacement of the existing steam and diesel-powered generation to meet the Village electric demands in case of an emergency. These generation resources would be fully committed to IMEA until at least 2035.

Scope of Work

The Village Seeks to explore the following scenarios:

1. Installation of 5 MW of diesel generation at the existing power plant (735 Tower Road.)
This would consist of a pair of ~2.5 MW units for redundancy.
- 1a. Installation of ~2.5 MW of diesel generation and ~2.5 MW of gas generation at the existing power plant (735 Tower Road.)

ATTACHMENT A
REVISION 2.0 – CHANGES MARKED IN RED

2. Installation of 2.5 MW of diesel generation at the existing power plant (735 Tower Road) and **15** MW of quick start dual fuel (diesel/natural gas) generation at Village's public works facility (1390 Willow Road.)
3. Installation of 5 MW of quick start dual fuel (diesel/natural gas) generation at the existing power plant (735 Tower Road) and **10** MW of quick start dual fuel (diesel/natural gas) generation at Village's public works facility (1390 Willow Road.)
4. Installation of **15-20** MW of dual fuel (diesel/natural gas) generation at the Village's public works facility (1390 Willow Road.)

NOTE: In addition to Quick Start and Fast Start generation, please also consider renewable resources as a part of the Village's portfolio as shown in the table below.

Case	Total Capacity (MW)	Location				
		Plant		Yards		
		*Quick start	**Fast Start	*Quick start	**Fast Start	Renewable Resource (Solar)
1	10	5 diesel				Up to 5
1a	10	2.5 diesel 2.5 natural gas				Up to 5
2	22.5	2.5		15		Up to 5
3	25	5		10		Up to 10
4	25-30			5	10-15	Up to 10

* Quick start shall achieve full load from startup in less than 2 minutes

**Fast start shall achieve full load from startup in less than 30 minutes

Site Characteristics

Plant (735 Tower Road)	Yards (1390 Willow Road)
Access to lake water and potable water	Access to potable water
12kV and 4kV distribution voltages	12kV and 4kV distribution voltages
Existing diesel and natural gas supply infrastructure	No diesel infrastructure, natural gas supply unknown
Physical space constrained to existing building	Available land for new structures

Proposers should consider the following:

- At least 5 MW generation capacity shall be quick start type.
- Necessary improvements to fuel source infrastructure, i.e. diesel tanks or gas pipelines.
- Required physical space to accommodate the prime mover & generation unit.
- All auxiliary systems needed for the generator, including, but not limited to:
 - Combustion air
 - Cooling air or water

ATTACHMENT A

REVISION 2.0 – CHANGES MARKED IN RED

- Gas compression station
- Exhaust air
- Necessary permits to install the generation to adhere to local, State and Federal rules and regulations. The Village is in a “non-attainment” area of Illinois
- Projected changes to regulatory requirements based on known or upcoming legislation, as it relates to the feasibility of the generation solution.
- Attachment to existing Village electrical switchgear and/or proposed new switchgear to incorporate the generation onto the system.
- Modifications to existing or proposed new structures to house the generation.
- Necessary removal of existing generation at the power plant to accommodate the installation of new units.

Deliverables

Deliverables for each scenario would include:

1. Engineered probable cost of construction with breakdown. This will aid the Village in preparing its FY2026-FY2030 Capital Improvement Plan.
2. Projected annual impact to the Electric Fund for the next 15 years, including:
 - a. Unit(s) install and commissioning costs.
 - b. Projected maintenance costs.
3. Based on Deliverables 1 and 2, Village Staff will shortlist up to two (2) scenarios. Consultant to then develop a proposed implementation plan for each scenario for the installation; including detailed schedules for permitting, procurement and construction.

In addition, Village staff would seek assistance in preparing materials for and attendance at up to two (2) Village Council evening meetings by the consultant. This service should be included in the proposal cost.

Desired Project Timeline

Responsible Party	Project Milestone	Date/Time
Village	RFP Issued	October 25, 2024
Village & Proposer(s)	Mandatory Pre-proposal meeting	November 7, 2024
Proposer(s)	RFP Questions Deadline	December 4, 2024
Village	Answers to RFP Questions Distributed	December 11, 2024
Proposer(s)	RFP Deadline	January 8, 2025
Village	Award (or Not Award)	January 21, 2025 March 4th
Village & Proposer	Contract Executed	January 22, 2025 March 5th
Village & Proposer	Kick Off Meeting	February 1, 2025 March 10th

ATTACHMENT A
REVISION 2.0 – CHANGES MARKED IN RED

Proposer	Deliverables 1 & 2 Due	May 15, 2025 May 8th
Proposer	Deliverable 3 Due	June 15, 2025 July 24th
Village & Proposer	Presentation(s) to Village Council	July 2025 August 2025 August 12th or August 26th, September 9th
Village & Proposer	Incorporation of Final Design into FY2026-FY2030 CIP	August – October 2025