



Village of Winnetka

Village Council Regular Meeting

April 3, 2025 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. April 8, 2025 Study Session
 - b. April 15, 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. March 4, 2025 Regular Meeting
 - ii. March 11, 2025 Study Session
 - iii. March 18, 2025 Regular Meeting
 - b. Approval of Warrant List Dated March 14, 2025 - March 27, 2025
 - c. Resolution No. R-35-2025: Approving a Fifth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service (Adoption)
 - d. Resolution No. R-36-2025: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work (Adoption)
 - e. Resolution No. R-37-2025: Approving Change Order No. 3 to the Contract with DiMeo Brothers, Inc. and Approving a Contract with Christy Webber & Company for Restoration Services for the Crow Island Stormwater Storage and Conveyance Project (Adoption)
 - f. Resolution No. R-38-2025: Approving a Contract with National Power Rodding Corp. for Sanitary and Storm Sewer Closed Circuit Television (CCTV) Inspection Services (Adoption)
 - g. Approval of Annual Outdoor Seating Area Permits

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.

- 8. Ordinances and Resolutions**
- 9. Old Business**
- 10. New Business**
- 11. Appointments**
- 12. Closed Session**
- 13. Adjournment**

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
March 4, 2025**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, March 4, 2025, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Robert Dearborn, Kim Handler, and Bridget Orsic. Absent: None. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Courtney Willits, Economic Development Director Liz Dechant, Police Chief Brian O'Connell and approximately 6 persons in the audience.

President Rintz confirms that Trustee Apatoff has provided the required notice that he will be unable to attend the regular meeting due to work obligations. The Village's policy provides that Trustee Apatoff may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Apatoff participated remotely fully in the meeting.

President Rintz confirms that Trustee Dearborn has provided the required notice that he will be unable to attend the regular meeting due to work obligations. The Village's policy provides that Trustee Dearborn may participate remotely unless 2/3 of the Council objects. With no objections, Trustee Dearborn participated remotely fully in the meeting.

- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.

- 3) Quorum.

- a) March 11, 2025 Study Session All of the Council members present said they expect to attend.
- b) March 18, 2025 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Handler.

- 4) Public Comment:

- a) John Anderson addresses Council on the Village's consideration of energy providers regarding energy options.
- b) King Poor urges Council to consider alternative options regarding future energy supply.
- c) Meredith White urges Council to consider various energy options before proceeding with the IMEA agreement.
- d) Ted Wynnychenko addresses Council regarding IMEA contract terms and matters related to the lakefront.
- e) Irene Smith addresses Council regarding transparency matters from the Park District related to the Centennial/Elder project and 205 Sheridan Road and urges Council to reconsider accepting the intergovernmental agreement with the Park District.
- f) Tom Barron urges Council to delay signing the IMEA agreement given future changes

regarding energy and expresses concerns regarding financial risks, costs, and sustainability.

- g) Chuck Dowding urges Council to set guidelines prohibiting non-public discussions regarding the Park District special use permit and expresses concerns regarding the intergovernmental agreement.
- h) Tom Borders addresses matters related to the Park District approval of a restrictive donation agreement with the Ishbia Family Foundation and expresses concerns regarding the Park District intergovernmental agreement.
- i) Joann Karatzas addresses concerns regarding the Park District lakefront plan.
- j) Susie Schreiber addresses Council regarding concerns about reopening Elder Lane swimming beach and the Park District intergovernmental agreement.
- k) Laith Amin addresses concerns regarding the IMEA contract extension.

5) Reports:

a) Trustees.

- i. Trustee Albinson commends Water & Electric staff for repairing a water main break.

b) Attorney. No report.

c) Manager. No report.

d) Village President.

- i. President Rintz addresses public concerns related to the Park District, ensuring that no action can be taken prior to Council approval. President Rintz confirms that statements made by the Park District Board do not represent nor do they modify the existing processes. Currently, the Village Council does not intend to enter into an intergovernmental agreement with the Park District and confirms that the Village may take action in the event of violations of Village ordinances. Additionally, President Rintz advises the public of the Village's intentions to work collaboratively with the Park District to improve lakefront standards and conditions while following the Village's ordinances.

6) Establishment of the Consent Agenda.

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

7) Approval of the Consent Agenda

a) Approval of Village Council Minutes

- i. February 11, 2025 Study Session

b) Approval of Warrant List Dated February 14, 2025 – February 27, 2025, in the amount of \$1,649,395.83.

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)
- i) Approval of Annual Outdoor Seating Area Permit

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

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)

Water & Electric Director Nick Narhi advises Council of the Advanced Metering Infrastructure program included in the five-year CIP. After approval of a professional services agreement with Power System Engineering for consulting services to manage the project, Council held a study session specifically for the AMI project, discussed deployment advances in the FY24 budget, discussed RFP matters, proposal evaluations, interviews, and contract negotiations and finalizing the proposed agreement with Honeywell International, Inc..

Mr. Narhi provides information regarding the RFP evaluation including vendor submissions of proposals, proposal evaluation standards, and score matrix of received proposals. After evaluating proposals, Village staff selected Honeywell International, Inc.

Council is briefed on Honeywell's background, leadership in the energy sector, proposed AMI solutions package, history of deployments, proposed scope of work regarding electric and water meters, communications, contract terms and conditions, anticipated timeline of project implementation, and the benefits of AMI.

Finance Director Tim Sloth advises Council of financial efficiencies, 15-year payback analysis, budget savings, project costs and expenses, and project funding.

Council discusses the length of the 15-year contract, matters related to the useful lives of the AMI infrastructure, warranty, water and electric fluctuation rates, and residential and Village monitoring and detections.

The Village's consultant addresses matters related to the contract, meter usage, lifespan and replacement, and contract negotiation terms.

Public Comment

Chuck Dowding commends Council and Village staff for the implementation of the Advanced Metering Infrastructure project and matters related to demand response.

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Resolution No. R-24-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None. Abstain: None.

- 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)

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Resolution No. R-28-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None. Abstain: None.

- c) Resolution No. R-25-2025: Approving an Agreement with Stanley Consultants Inc. for Engineering Services for Generation Replacement Study (Adoption)

Water & Electric Director Nick Narhi provides Council a history of generation in the Village including information regarding the water and electric plant, addition of generation, coal powered boilers converted to natural gas, addition of ComEd, and Winnetka's membership with IMEA.

Council is provided information regarding current fleet and redundancy, matters related to capacity, steam turbines, natural gas boilers, diesel engines. Additionally, Mr. Narhi provides information regarding Water & Electric peaks, MW capacity demand, and usage.

Mr. Narhi advises Council of the planning horizon including proposed generation study, permitting process, RFB process, Council review, preliminary design for generation installation and commissioned, and scope of generation study.

Council is provided information regarding Stanley and Associates, selected vendor through the RFP process, advised of their comprehensive services, Village's partnership with the vendor, recent projects, and matters related to the scope of generation study.

Council discusses matters related to contract costs and budgeting matters.

Trustee Albinson, seconded by Trustee Dalman, moved to adopt Resolution No. R-25-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Apatoff, Dalman, Dearborn, Handler, and Orsic. Nays: None. Absent: None. Abstain: None.

- 9) Old Business. None.

- 10) New Business. None.

- 11) Appointments: None.

- 12) Closed Session: None.

- 13) Adjournment. Trustee Dalman, seconded by Trustee Orsic moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:50 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
March 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, March 11, 2025 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:02 PM. Village Manager Bahan called the roll of the Village Council. Present: Trustees Kirk Albinson, Rob Apatoff, Tina Dalman, Bob Dearborn, Kim Handler and Bridget Orsic. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Courtney Willits, Deputy Village Clerk Berina Gradjan, Community Development Director David Schoon, Assistant Community Development Director Ann Klaassen, Engineering Director Jim Bernahl, Assistant Engineering Director Obaid Khalid and approximately 13 persons in the audience.

2) Public Comment

- a) Ted Wynnynchenko addresses matters related to the Village's transparency with the public.

3) Discussion.

a) Hubbard Woods Streetscape Concept Plan and Traffic & Parking Study

Representatives from Teska Associates, Gewalt Associates, and Village staff present two streetscape design concepts for the Hubbard Woods Business District and community input regarding these two concepts. Council reviews a summary of findings of potential impacts on vehicular traffic, pedestrian movement, and parking due to the proposed improvements.

Jodi Mariano, Principal Urban Designer with Teska Associates, provides a project study area within the Hubbard Woods Business District and project scope regarding enhancement, similar to improvements made in Elm Street Business District, and improvements related to pedestrian safety, parking, lighting, landscape, furnishing, and signage.

Jodi Mariano provides key takeaways from community input and feedback, IDOT improvements in comparison to Village improvements, matters related to a jurisdictional transfer, pedestrian crosswalks, and enhancements related to streetlighting, paving treatments, and streetscape amenities. Additionally, Council is provided three different options regarding traffic flow at the horseshoe, Merrill Street intersection improvements.

Council will be presented a final report, including the preferred plan, and cost estimates at the end of June of 2025.

Assistant Village Engineer Obaid Khalid provides information regarding the scope of the study; Traffic Feasibility Study and Phase I Engineering Report (IDOT).

Dan Brinkman, Senior Transportation Engineer at Gewalt Hamilton Associates, Inc., advises Council regarding the Green Bay Road traffic feasibility study consisting of traffic and parking counts, topographic and right-of-way survey, Merrill Street traffic control, parking study, horseshoe study, review of the signalized operations, and pavement analysis. Dan Brinkman provides data regarding crash history, parking, and vehicular traffic, and the timeline of schedule and federal funding.

Council discusses increasing pedestrian crosswalk safety, parking concerns, implementation of structures to slow vehicle traffic, implementation of four way stop sign, IDOT restrictions, matters related to a jurisdictional transfer, and option regarding traffic flow at the horseshoe.

Assistant Village Engineer Obaid Khalid advises Council of the overall conceptual schedule consisting of the planning phase, engineering phase, and construction phase.

Council addresses roadway construction, enhancements, improvements, and collaborations with IDOT.

Public Comment

Dylan Nichols addresses concerns regarding enhancements at the intersection of Tower Road and Green Bay Road and a jurisdictional transfer.

Glenn Deutsch, owner of Mino's, addresses concerns regarding parking garage enhancements and signage.

Eric Caplin addresses Council regarding timing of the parking study, parking garage signage, horseshoe traffic flow, and intersection safety at Tower Road and Green Bay Road.

Jeffery Liss addresses concerns regarding Metra commuter traffic changes and traffic signage.

Peter Eck addresses Council regarding pedestrian safety, road traffic simulation, and traffic flow.

Owner of 950 Green Bay Road urges Council to consider the impacts on businesses within the Hubbard Woods Business District.

Terry Dason expresses concern regarding impacts on businesses within the Hubbard Woods Business District.

Council directed staff to move forward with the Phase 1 Engineering Report still considering the Option B streetscape design, which would require a jurisdictional transfer, and leaving the horseshoe circulation around Hubbard Woods Park in a counterclockwise direction. Staff will continue to work with Teska Associates to refine the concept plan based upon Council direction to date and prepare a preliminary cost estimates for the project. Council plans to revisit the jurisdictional transfer discussion at a future point as it relates to the final cost sharing and how to control the various intersections in the project area, particularly at Merrill and Green Bay Road as well as Tower and Green Bay Road.

- 4) Adjournment. Trustee Handler, seconded by Trustee Dalman moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:37 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
March 18, 2025**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, March 18, 2025, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Rob Bahan called the roll. Present: Trustees Kirk Albinson, Robert Dearborn, Kim Handler and Bridget Orsic. Absent: Trustees Rob Apatoff and Tina Dalman. Also present: Village Manager Rob Bahan, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Police Chief Brian O'Connell and approximately 6 persons in the audience.
- 2) Pledge of Allegiance. Trustee Orsic led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) Thursday, April 3, 2025 Regular Meeting All of the Council members present said they expect to attend.
 - b) April 8, 2025 Study Session All of the Council members present said they expect to attend with the exception of Trustee Handler.
 - c) April 15, 2025 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment: None.
- 5) Reports:
 - a) Trustees. No report.
 - b) Attorney. No report.
 - c) Manager. No report.
 - d) Village President.
 - i. Village President Rintz advises Village Manager Rob Bahan to contact IMEA and negotiate up to a six month extension to the April 30, 2025 deadline to allow Council and Village staff to consider the other options as alternatives to IMEA.
- 6) Establishment of the Consent Agenda.

Trustee Albinson seconded by Trustee Orsic moved to approve the Establishment of the Consent Agenda. By voice vote, the motion carried.
- 7) Approval of the Consent Agenda
 - a) Approval of Village Council Minutes
 - i. February 18, 2025 Regular Meeting
 - b) Approval of Warrant List Dated February 28, 2025 – March 13, 2025, in the amount of \$1,483,481.87.

- a) Resolution No. R-29-2025: Approving a Contract with Ceper Heating and Cooling Inc. for HVAC Modernization Project Phase 2 (Adoption)
- b) Resolution No. R-30-2025: Approving a Contract with Western Waterproofing Company, Inc. D/B/A Western Specialty Contractors for Hubbard Woods Parking Structure Repairs (Adoption)
- c) Resolution No. R-31-2025: Approving and Establishing the Compensation of Department Heads Effective January 1, 2025 (Adoption)
- d) Resolution No. R-32-2025: Approving and Establishing Changes in the Compensation of the Village Manager (Adoption)
- e) Resolution No. R-33-2025: Awarding a Contract to Siebert and Son's Enterprise LLC, D/B/A Siebert Trees for Utility Line Clearance (Adoption)

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

8) Ordinances and Resolutions.

- a) Resolution No. R-34-2025: Waiving Bidding and Approving an Agreement with P4 Security Services LLC for On-Site Security Guarding Services (Adoption)

With an increase in crime over the past several years and unprecedented challenges regarding police personnel, the Winnetka Police Department is requesting the utilization of additional security services, provided by P4 Security Services, in the community.

Police Chief Brian O'Connell advises Council of specific crimes within the community; burglary, theft, robbery, and vehicle hijackings. With these crimes, there has been an increase in the use of firearms. Police personnel have seen a staff shortage, noting a rigorous hiring process with interviews, background checks, completion of the police academy, and the departmental field training program, which results in a 9 months to one year duration of time before officers are equipped to begin independent patrol.

Police Department staff explored alternative options that would allow for continued appropriate level of safety and security while filling police vacancies. Staff researched and identified P4 Security Services, providing off-duty armed law enforcement personnel patrolling areas across the Chicagoland area.

Council is provided information regarding P4 Security System background experience, information regarding P4 staffing experience, resource allocation, enhances community safety measures, and overall services provided in collaboration with the Village's Police Department.

Additionally, Council is provided information regarding cost of service and budgeting matters.

Chief O'Connell commends the entire Police Department for their service, sacrifice, dedication, and commitment to the public safety of the community.

Council discusses communications regarding community awareness related to identifying P4 security officers, identifying patrol vehicles, authoritative limitations for P4 security officers, and collaboration of work with the Winnetka Police Department and P4 Security Services.

P4 Security Services representatives address Council regarding their background, experience, hiring process, program data regarding decrease in crime, and process for assigning officers within Winnetka.

Trustee Handler, seconded by Trustee Albinson, moved to adopt Resolution No. R-34-2025. By roll call vote, the motion carried. Ayes: Trustees Albinson, Dearborn, Handler, and Orsic. Nays: None. Absent: Trustees Apatoff and Dalman. Abstain: None.

9) Old Business. None.

10) New Business. None.

11) Appointments: None.

12) Closed Session: None.

13) Adjournment. Trustee Handler, seconded by Trustee Albinson moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 7:35 pm.

Recording Secretary



Agenda Item Executive Summary

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

PRESENTER: Robert M. Bahan

AGENDA DATE: April 3, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant List Dated February 28, 2025 - March 13, 2025.

RECOMMENDATION:

Consider Approving the Warrant List Dated February 28, 2025 - March 13, 2025.

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-35-2025: Approving a Fifth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service (Adoption)

PRESENTER: Kristin Kazenas

AGENDA DATE: April 3, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

April 1, 2014 - The Council approves a new month-to-month lease with the United States Postal Service (USPS) for 512 Chestnut Street.

July 20, 2022 - The Village provides the USPS with the required 12-month termination notice, effectively ending the lease agreement on July 21, 2023.

July 6, 2023 - The Council approves the first amendment to the lease, extending the end of the lease to January 31, 2024.

December 5, 2023 - The Council approves the second amendment to the lease, extending the end of the lease to June 30, 2024.

May 21, 2024 - The Council approves the third amendment to the lease, extending the end of the lease to January 31, 2025.

December 3, 2024 - The Council approves the fourth amendment to the lease, extending to the end of the lease to April 30, 2025.

EXECUTIVE SUMMARY:

The Village of Winnetka has had a lease agreement with the United States Postal Service (USPS) for the facility located at 512 Chestnut Street for many years. The current lease was approved by the Council on April 1, 2014 for a month to month period, with a 12 month termination notice requirement. In the summer of 2022, USPS contacted the Village staff and expressed interest in re-locating the post office to another location in Winnetka. The Village provided the USPS with the required 12 month termination notice on July 20, 2022; therefore, the original lease agreement terminated on July 21, 2023.

On July 6, 2023, the Council approved the first amendment to the lease agreement, extending the term of the lease to January 31, 2024. The USPS requested an additional extension to the lease in December 2023, because they needed additional time to finalize the lease on the new location. On December 5, 2023, the Council approved a second amendment to the lease agreement, extending the term to June 30, 2024, and adding an option for the USPS to terminate the lease early with 30 days written notice to the Village. On May 21, 2024, the Council approved a third amendment to the lease agreement, extending the term to January 31, 2025. On December 3, 2024, the Council approved a fourth amendment to the lease agreement, extending the term to April 30, 2025.

The USPS has requested additional time to remodel their new location on Lincoln Avenue, due to continued construction delays and supply chain issues.

Given the importance of having the USPS located in downtown Winnetka for the benefit of residents and activity in the commercial district, Council is asked to consider extending the lease. The terms of the fifth amendment to the lease are unchanged except for the expiration date - the lease now expires July 31, 2025, rather than April 30, 2025.

RECOMMENDATION:

Consider approval of Resolution No. R-35-2025: Approving a Fifth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service.

ATTACHMENTS:

1. Resolution No. R-35-2025: Approving a Fifth Amendment to a Lease Agreement Between the Village of Winnetka and the United States Postal Service

**A RESOLUTION APPROVING A FIFTH AMENDMENT TO A LEASE AGREEMENT
BETWEEN THE VILLAGE OF WINNETKA AND
THE UNITED STATES POSTAL SERVICE**

This **FIFTH AMENDMENT TO LEASE AGREEMENT** ("*Fifth Amendment*") made this 3rd day of April, 2025 ("**Execution Date**"), by and between **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**VILLAGE**"), and the **UNITED STATES POSTAL SERVICE** ("**Tenant**").

WHEREAS, the Village owns the property commonly known as 512 Chestnut Street, Winnetka, Illinois ("*Property*"); and

WHEREAS, the Village and Tenant entered into that certain lease known as Lease J00000406397 ("*Lease*") for the Tenant to lease a portion of the Property to use for a post office ("*Premises*"); and

WHEREAS, the Lease is a month-to-month lease, provided that, according to Section 6 of the Lease, the Lease may be terminated by either party with 365 days' written notice; and

WHEREAS, the Village has plans to develop the Property; and

WHEREAS, due to the Village's development plans, the Village provided notice to the Tenant ("*Termination Notice*") under Section 6 of the Lease that the Village would be terminating the Lease effective on January 31, 2024 ("*Termination Date*"), which Termination Notice was received by Tenant in a timely manner; and

WHEREAS, Tenant negotiated a lease for use of another property in the Village to you that property as a post office; and

WHEREAS, because Tenant was yet ready to occupy another property in the Village, the Village extended the Lease pursuant to that certain "First Amendment to Lease Agreement" dated July 6, 2023 ("*First Amendment*"); that certain "Second Amendment to Lease Agreement" ("*Second Amendment*"); that certain "Third Amendment to Lease Agreement" ("*Third Amendment*"); and that certain "Fourth Amendment to Lease Agreement" ("*Fourth Amendment*"); and

WHEREAS, because Tenant is still ready to occupy another property in the Village, Tenant has once again requested that the Village extend the Lease pursuant to this Fifth Amendment until July 31, 2025; and

WHEREAS, the Village and Tenant desire to provide for an extension of the Lease as more particularly set forth in this Fifth Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the mutual agreements set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Tenant have agreed, and hereby agree that the Lease is amended as follows:

April 3, 2025

R-35-2025

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

2. **Extension of Lease.** The term of the Lease is hereby extended to July 31, 2025 (*“Extended Termination Date”*). Tenant agrees: (i) it will vacate the Premises by no later than 11:59 p.m. on July 31, 2025 unless the Village and Tenant extend the Lease; and (ii) no further notices or other actions are needed to be taken by the Village for the Lease to terminate on the Extended Termination Date. Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to terminate the Lease at any time upon thirty (30) days prior written notice.

3. **Condition of Premises.** Tenant is in possession of the Premises and accepts the same “as is” without any representations or warranties of any kind. No agreement of the Village to alter, remodel, decorate, repair or improve the Premises (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises have been made by or on behalf of the Village or relied upon by Tenant in connection with this Fifth Amendment.

4. **Brokers.** The Village and Tenant represent and warrant to each other that they have had no dealings with any real estate broker, finder, commissions or other person entitled to compensation for services rendered in connection with the negotiation or execution of this Fifth Amendment, and the Village and Tenant each agree to defend, indemnify and hold harmless the other from and against any claim for broker’s or finder’s fees or commissions made by any entity, asserting such claim by, through or under it.

5. **Time is of the Essence.** Time is of the essence of this Fifth Amendment and the Lease and each provision hereof and thereof.

6. **Submission of Fifth Amendment.** Submission of this instrument for examination shall not bind Landlord and no duty or obligation on Landlord shall arise under this instrument until this instrument is approved by and signed and delivered by the Village and Tenant.

7. **Entire Agreement.** This Fifth Amendment, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Lease contain the entire agreement between the Village and Tenant with respect to Tenant’s leasing of the Premises.

8. **Severability.** If any provision of this Fifth Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Fifth Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

9. **Lease In Full Force and Effect.** Except as modified by this Fifth Amendment, all of the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Lease and First Amendment remain in full force and effect.

10. **Integration of the Fifth Amendment and Lease.** This Fifth Amendment, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Fifth Amendment and the terms and provisions of the Lease and any of the

amendments, the terms and provisions of this Fifth Amendment shall, in all instances, control and prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fifth Amendment as of the day and year first above written.

LANDLORD:

VILLAGE OF WINNETKA

an Illinois home rule municipal corporation

By: _____

Name: Robert M. Bahan

Title: Village Manager

TENANT:

UNITED STATES POSTAL SERVICE

By: _____

Its: _____

April 3, 2025

R-35-2025

FIFTH AMENDMENT TO LEASE AGREEMENT

This **FIFTH AMENDMENT TO LEASE AGREEMENT** ("***Fifth Amendment***") made this 3rd day of April, 2025 ("**Execution Date**"), by and between **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**VILLAGE**"), and the **UNITED STATES POSTAL SERVICE** ("**Tenant**").

WHEREAS, the Village owns the property commonly known as 512 Chestnut Street, Winnetka, Illinois ("**Property**"); and

WHEREAS, the Village and Tenant entered into that certain lease known as Lease J00000406397 ("**Lease**") for the Tenant to lease a portion of the Property to use for a post office ("**Premises**"); and

WHEREAS, the Lease is a month-to-month lease, provided that, according to Section 6 of the Lease, the Lease may be terminated by either party with 365 days' written notice; and

WHEREAS, the Village has plans to develop the Property; and

WHEREAS, due to the Village's development plans, the Village provided notice to the Tenant ("**Termination Notice**") under Section 6 of the Lease that the Village would be terminating the Lease effective on January 31, 2024 ("**Termination Date**"), which Termination Notice was received by Tenant in a timely manner; and

WHEREAS, Tenant negotiated a lease for use of another property in the Village to you that property as a post office; and

WHEREAS, because Tenant was yet ready to occupy another property in the Village, the Village extended the Lease pursuant to that certain "First Amendment to Lease Agreement" dated July 6, 2023 ("**First Amendment**"); that certain "Second Amendment to Lease Agreement" ("**Second Amendment**"); that certain "Third Amendment to Lease Agreement" ("**Third Amendment**"); and that certain "Fourth Amendment to Lease Agreement" ("**Fourth Amendment**"); and

WHEREAS, because Tenant is still ready to occupy another property in the Village, Tenant has once again requested that the Village extend the Lease pursuant to this Fifth Amendment until July 31, 2025; and

WHEREAS, the Village and Tenant desire to provide for an extension of the Lease as more particularly set forth in this Fifth Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the mutual agreements set forth in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Tenant have agreed, and hereby agree that the Lease is amended as follows:

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

2. **Extension of Lease.** The term of the Lease is hereby extended to July 31, 2025 (“*Extended Termination Date*”). Tenant agrees: (i) it will vacate the Premises by no later than 11:59 p.m. on July 31, 2025 unless the Village and Tenant extend the Lease; and (ii) no further notices or other actions are needed to be taken by the Village for the Lease to terminate on the Extended Termination Date. Notwithstanding anything in the Lease to the contrary, Tenant shall have the right to terminate the Lease at any time upon thirty (30) days prior written notice.

3. **Condition of Premises.** Tenant is in possession of the Premises and accepts the same “as is” without any representations or warranties of any kind. No agreement of the Village to alter, remodel, decorate, repair or improve the Premises (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises have been made by or on behalf of the Village or relied upon by Tenant in connection with this Fifth Amendment.

4. **Brokers.** The Village and Tenant represent and warrant to each other that they have had no dealings with any real estate broker, finder, commissions or other person entitled to compensation for services rendered in connection with the negotiation or execution of this Fifth Amendment, and the Village and Tenant each agree to defend, indemnify and hold harmless the other from and against any claim for broker’s or finder’s fees or commissions made by any entity, asserting such claim by, through or under it.

5. **Time is of the Essence.** Time is of the essence of this Fifth Amendment and the Lease and each provision hereof and thereof.

6. **Submission of Fifth Amendment.** Submission of this instrument for examination shall not bind Landlord and no duty or obligation on Landlord shall arise under this instrument until this instrument is approved by and signed and delivered by the Village and Tenant.

7. **Entire Agreement.** This Fifth Amendment, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Lease contain the entire agreement between the Village and Tenant with respect to Tenant’s leasing of the Premises.

8. **Severability.** If any provision of this Fifth Amendment or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Fifth Amendment shall be interpreted as if such illegal, invalid or unenforceable provision did not exist herein.

9. **Lease In Full Force and Effect.** Except as modified by this Fifth Amendment, all of the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Lease and First Amendment remain in full force and effect.

10. **Integration of the Fifth Amendment and Lease.** This Fifth Amendment, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Fifth Amendment and the terms and provisions of the Lease and any of the amendments, the terms and provisions of this Fifth Amendment shall, in all instances, control and prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fifth Amendment as of the day and year first above written.

LANDLORD:

VILLAGE OF WINNETKA

an Illinois home rule municipal corporation

By: _____

Name: Robert M. Bahan

Title: Village Manager

TENANT:

UNITED STATES POSTAL SERVICE

By: _____

Its: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-36-2025: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work (Adoption)

PRESENTER: Obaid Khalid

AGENDA DATE: April 3, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of Municipal Partnering Initiative (MPI), municipalities partnered, including Glenview (Lead Agency), Glencoe, Golf, Rolling Meadows, and Prospect Heights, to obtain a contract for the trenchless relining of existing sanitary and storm sewers. Partnering allows combining projects from several municipalities to create economies of scale and obtain reduced pricing.

EXECUTIVE SUMMARY:

On March 1, 2024, six contractors submitted sealed bids, with Hoerr Construction, Inc. providing the lowest responsible bid. This was a single-year contract with the option to extend it to an additional three years. The Partnering Initiative releases an RFB for Sewer lining annually and then discusses a renewal option among the various participating municipalities upon completion of the initial work. If multiple municipalities agree to a renewal, the Contractor will be approached to discuss that renewal. This affords the municipalities the maximum amount of flexibility.

This year's relining program includes the remaining priority sanitary sewer section throughout the Village, in addition to the relining of the storm and sanitary sewer on Foxdale Ave, as it relates to the Village's water main improvements, in conjunction with our 2025 Road Rehabilitation Program.

As the Village of Winnetka is part of MPI, the Village would like to utilize the existing contract, which other communities are using to get the benefits of competitive pricing. The Village contacted the contractor regarding the work and the contractor agreed to honor the prices in the MPI bid.

Hoerr Construction has worked in a satisfactory manner with the Village in the past. Staff recommends awarding the 2025 Sewer relining contract to Hoerr Construction, Inc.

The Sewer Lining budget (Account No. 540.70.01-670) includes \$500,000 for annual sewer relining. Staff will closely monitor the amount of work to be performed so as to stay within the approved budget.

RECOMMENDATION:

Consider adopting Resolution No. R-36-2025 awarding the contract for 2025 sewer relining services to Hoerr Construction, Inc. for an amount not to exceed \$500,000.

ATTACHMENTS:

1. Resolution No. R-36-2025: Approving a Contract with Hoerr Construction, Inc. for Sewer Relining Work
2. Bid Tabulation
3. Glenview Group 2024 CIPP Bid

RESOLUTION NO. R-36-2025

**A RESOLUTION APPROVING A CONTRACT WITH
HOERR CONSTRUCTION, INC. FOR SEWER RELINING WORK**

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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for trenchless relining services for certain portions of the Village’s existing sanitary and storm sewers (***“Work”***); and

WHEREAS, the Municipal Partnering Initiative (***“MPI”***) Village of Arlington Heights (Lead Agency), the Village of Glencoe, the Village of Glenview, the Village of Golf, the Village of Kenilworth, the Village of Lincolnshire, the Village of Northfield, the City of Prospect Heights, and the Village of Riverwoods (collectively, the ***“Municipalities”***) jointly requested bids for performance of the Work within each Municipalities’ respective corporate boundaries; and

WHEREAS, the Municipalities received six bids for the Work, opened the bids on March 1, 2024, and determined that Hoerr Construction, Inc, of Peoria, Illinois (***“Contractor”***) was the lowest responsive and responsible bidder for the Work; and

WHEREAS, although the Village was not initially included in the group of Municipalities that went out for bid, the Village contacted the Contractor regarding the Work, and the Contractor agreed to honor the prices proposed in the MPI bid; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that the Contractor is the lowest responsive and responsible bidder for the Work; and

WHEREAS, the Village Council desires to enter into a one-year contract, with an option to extend three additional years, with Contractor for the performance of the Work within the Village’s corporate boundaries (***“Contract”***) in an amount not to exceed \$500,000 per year in 2025; and

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

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

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

April 3, 2025

R-36-2025

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

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

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

ADOPTED this 3rd day of April 2025, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

VILLAGE OF WINNETKA

CONTRACT FOR

2025 SANITARY AND STORM SEWER RELINING PROGRAM

Full Name of Bidder HOERR CONSTRUCTION ("Bidder")
Principal Office Address 1416 County Road 200 N., P.O. Box 65, Goodfield, IL 61742
Local Office Address (Same as above)
Contact Person Max P. Hoerr, II Telephone Number 309-691-6653

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

*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. **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 **SANITARY AND STORM SEWER RELINING PROGRAM** at Various Locations (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 meeting the insurance requirements outlined in the bid documents, and as 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 for the **SANITARY AND STORM SEWER RELINING PROGRAM**, attached hereto and by this reference made a part of this Contract. 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:

TOTAL WINNETKA BID PRICE of: \$ 500,000.00 ;

[PER THE SCHEDULE OF PRICES ATTACHED]

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; *and*
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; *and*
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; *and*
5. 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 as outlined in the bid documents, and as specified in this Contract

All payments may be subject to deduction or Liquidated Damages or Setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or

reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance and award 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 **no later than October 30, 2025**.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

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, but prior to commencing work. 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, and as outlined in the bid documents, and as specified in this Contract:

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 bid documents and 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 the bid documents, and as specified in 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. If this Contract is accepted, Bidder proposes and agrees that as part of Bidder's warranty obligations under this Contract, shall provide, perform, and complete all post-installation service, maintenance, and inspection Work as specified in the **SPECIFICATIONS PROPOSAL & CONTRACT DOCUMENTS FOR SANITARY AND STORM SEWER RELINING PROGRAM**, and associated work. 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 the bid documents, and as specified in 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. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. 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 successfully completed similar contracts for the Village of Winnetka within the last three full calendar years, and can perform a minimum of 51% of the contract under their own forces, shall be considered to be prequalified. The qualifications of all other bidders shall be determined by the Village, in the exercise of its discretion. Bidder also has the 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. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

Dated: _____, 20__.

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

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(Corporate seal) Printed Name: _____
(if corporation)

Title/Position: _____

Bidder's Business Address: _____

Bidder's Business Telephone: _____ Facsimile: _____

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

NAME	TITLE	ADDRESS

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: _____

BASE BID									Hoerr Construction, Inc. 1416 County Rd 200 N Goodfield, IL 61742		National Power Rodding Corp. 2500 W. Arthington St. Chicago, IL 60612		Benchmark Construction Co., Inc. 2260 Southwind Blvd. Bartlett, IL 60103		Insituform Technologies USA, LLC 580 Goddard Avenue Chesterfield, MO 63005		Inliner Solutions, LLC 5031 W. 66th Street Bedford Park, IL 60638		Visu-Sewer of Illinois LLC 9014 S. Thomas Avenue Bridgeview, IL 60455	
Item no.	Items	Unit	Glenview	Rolling Meadows	Glencoe	Golf	Prospect Heights	Quantity Total	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount
1	8" CIPP	LF	3517	2422	612		100	6,651.0	\$ 38.20	\$ 254,068.20	\$ 35.00	\$ 232,785.00	\$ 43.00	\$ 285,993.00	\$ 51.04	\$ 339,467.04	\$ 68.00	\$ 452,268.00	\$ 45.00	\$ 299,295.00
2	8" CIPP (easement)	LF	359		618	855	919	2,751.0	\$ 39.20	\$ 107,839.20	\$ 50.00	\$ 137,550.00	\$ 50.00	\$ 137,550.00	\$ 80.68	\$ 221,950.68	\$ 102.00	\$ 280,602.00	\$ 46.50	\$ 127,921.50
3	10" CIPP	LF		500	366			866.0	\$ 53.00	\$ 45,898.00	\$ 39.00	\$ 33,774.00	\$ 45.00	\$ 38,970.00	\$ 58.05	\$ 50,271.30	\$ 101.00	\$ 87,466.00	\$ 54.40	\$ 47,110.40
4	10" CIPP (easement)	LF							\$		\$		\$		\$		\$		\$	
5	12" CIPP	LF	2702	570.8				3,272.8	\$ 46.00	\$ 150,548.80	\$ 41.00	\$ 134,184.80	\$ 50.00	\$ 163,640.00	\$ 52.59	\$ 172,116.55	\$ 88.00	\$ 288,006.40	\$ 49.60	\$ 162,330.88
6	12" CIPP (easement)	LF	684				1081	1,765.0	\$ 47.00	\$ 82,955.00	\$ 70.00	\$ 123,550.00	\$ 64.00	\$ 112,960.00	\$ 78.92	\$ 139,293.80	\$ 104.00	\$ 183,560.00	\$ 50.60	\$ 89,309.00
7	15" CIPP	LF	503	229				732.0	\$ 79.00	\$ 57,828.00	\$ 78.00	\$ 57,096.00	\$ 90.00	\$ 65,880.00	\$ 80.86	\$ 59,189.52	\$ 100.00	\$ 73,200.00	\$ 82.75	\$ 60,573.00
8	15" CIPP (easement)	LF							\$		\$		\$		\$		\$		\$	-
9	18" CIPP	LF	500	409				909.0	\$ 90.00	\$ 81,810.00	\$ 100.00	\$ 90,900.00	\$ 150.00	\$ 136,350.00	\$ 133.10	\$ 120,987.90	\$ 143.00	\$ 129,987.00	\$ 119.50	\$ 108,625.50
10	18" CIPP (easement)	LF							\$		\$		\$		\$		\$		\$	
11	21" CIPP	LF		495				495.0	\$ 88.00	\$ 43,560.00	\$ 100.00	\$ 49,500.00	\$ 200.00	\$ 99,000.00	\$ 111.50	\$ 55,192.50	\$ 114.00	\$ 56,430.00	\$ 105.00	\$ 51,975.00
12	21" CIPP (easement)	LF							\$		\$		\$		\$		\$		\$	
13	22" CIPP	LF							\$		\$		\$		\$		\$		\$	
14	24" CIPP	LF							\$		\$		\$		\$		\$		\$	
15	24" CIPP (easement)	LF							\$		\$		\$		\$		\$		\$	
16	27" CIPP	LF							\$		\$		\$		\$		\$		\$	
17	27" CIPP (easement)	LF							\$		\$		\$		\$		\$		\$	
18	30" CIPP	LF	233					233.0	\$ 159.00	\$ 37,047.00	\$ 400.00	\$ 93,200.00	\$ 300.00	\$ 69,900.00	\$ 220.00	\$ 51,260.00	\$ 220.00	\$ 51,260.00	\$ 264.00	\$ 61,512.00
19	33" CIPP	LF								\$ -	\$		\$		\$		\$			\$ -
20	36" CIPP	LF	182					182.0	\$ 239.00	\$ 43,498.00	\$ 600.00	\$ 109,200.00	\$ 340.00	\$ 61,880.00	\$ 336.90	\$ 61,315.80	\$ 347.00	\$ 63,154.00	\$ 438.00	\$ 79,716.00
21	Service Laterals	Each								\$ -	\$		\$		\$		\$		\$	
22	Protruding Taps	Each			7			7.0	\$ 300.00	\$ 2,100.00	\$ 150.00	\$ 1,050.00	\$ 450.00	\$ 3,150.00	\$ 217.70	\$ 1,523.90	\$ 637.00	\$ 4,459.00	\$ 300.00	\$ 2,100.00
23	Heavy Cleaning	LF	2000	4,626	250	855		7,730.8	\$ 3.00	\$ 23,192.40	\$ 1.00	\$ 7,730.80	\$ 5.00	\$ 38,654.00	\$ 15.25	\$ 117,894.70	\$ 4.00	\$ 30,923.20	\$ 2.00	\$ 15,461.60
24	Reinstatement of Service- Sanitary Sewer	Each	122	73	18		22	235.0	\$ 100.00	\$ 23,500.00	\$ 250.00	\$ 58,750.00	\$ 350.00	\$ 82,250.00	\$ 140.91	\$ 33,113.85	\$ 85.00	\$ 19,975.00	\$ 75.00	\$ 17,625.00
25	8" End Seals	Each	30	12	10	10	12	74.0	\$ 190.00	\$ 14,060.00	\$ 150.00	\$ 11,100.00	\$ 135.00	\$ 9,990.00	\$ 179.21	\$ 13,261.54	\$ 204.00	\$ 15,096.00	\$ 163.00	\$ 12,062.00
26	10" End Seals	Each		8	2			10.0	\$ 220.00	\$ 2,200.00	\$ 167.00	\$ 1,670.00	\$ 150.00	\$ 1,500.00	\$ 218.24	\$ 2,182.40	\$ 229.00	\$ 2,290.00	\$ 183.00	\$ 1,830.00
27	12" End Seals	Each	28	6			4	38.0	\$ 250.00	\$ 9,500.00	\$ 185.00	\$ 7,030.00	\$ 170.00	\$ 6,460.00	\$ 233.87	\$ 8,887.06	\$ 255.00	\$ 9,690.00	\$ 203.00	\$ 7,714.00
28	15" End Seals	Each	4	2				6.0	\$ 280.00	\$ 1,680.00	\$ 209.00	\$ 1,254.00	\$ 190.00	\$ 1,140.00	\$ 228.87	\$ 1,373.22	\$ 289.00	\$ 1,734.00	\$ 230.00	\$ 1,380.00
29	18" End Seals	Each	6	2				8.0	\$ 310.00	\$ 2,480.00	\$ 233.00	\$ 1,864.00	\$ 190.00	\$ 1,520.00	\$ 255.85	\$ 2,046.80	\$ 323.00	\$ 2,584.00	\$ 258.00	\$ 2,064.00
30	20" End Seals	Each									\$		\$		\$		\$		\$	
31	21" End Seals	Each		2				2.0	\$ 438.00	\$ 876.00	\$ 326.00	\$ 652.00	\$ 190.00	\$ 380.00	\$ 356.60	\$ 713.20	\$ 450.00	\$ 900.00	\$ 360.00	\$ 720.00
32	24" End Seals	Each							\$		\$		\$		\$		\$		\$	
33	27" End Seals	Each									\$		\$		\$		\$		\$	
34	30" End Seals	Each	2					2.0	\$ 585.00	\$ 1,170.00	\$ 437.00	\$ 874.00	\$ 415.00	\$ 830.00	\$ 478.10	\$ 956.20	\$ 603.00	\$ 1,206.00	\$ 500.00	\$ 1,000.00
35	33" End Seals	Each							\$		\$		\$		\$		\$		\$	
36	36" End Seals	Each	2					2.0	\$ 650.00	\$ 1,300.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 478.10	\$ 956.20	\$ 671.00	\$ 1,342.00	\$ 550.00	\$ 1,100.00
37	20" x 30" End Seals	Each							\$		\$		\$		\$		\$		\$	
							Grand Totals	25,972		\$ 987,111		\$ 1,154,715		\$ 1,318,997		\$ 1,453,954		\$ 1,756,133		\$ 1,151,425
OPTIONAL BID T-LINERS																				
Item no.	Items	Unit	Glenview	Rolling Meadows	Glencoe	Golf	Prospect Heights	Quantity Total	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount
1	Lateral Cleaning, Televising, and CIPP Liner Installation, 8"x 6", 5-Foot	Each		23				23	\$ 4,700.00	\$ 108,100.00	\$ 8,000.00	\$ 184,000.00	n/a	n/a	\$ 5,875.00	\$ 135,125.00	n/a	n/a	\$ 5,005.00	\$ 115,115.00
2	Lateral Cleaning, Televising, and CIPP Liner Installation, 12"x 6", 5-Foot	Each		6				6	\$ 4,900.00	\$ 29,400.00	\$ 9,500.00	\$ 57,000.00	n/a	n/a	\$ 6,100.00	\$ 36,600.00	n/a	n/a	\$ 5,500.00	\$ 33,000.00
3	Additional CIPP Lateral Liner, 6"	LF		1,307				1,307	\$ 65.00	\$ 84,955.00	\$ 25.00	\$ 32,675.00	n/a	n/a	\$ 75.00	\$ 98,025.00	n/a	n/a	\$ 70.00	\$ 91,490.00
							Optional Bid Total	1,336		\$ 222,455.00		\$ 273,675.00		N/A		\$ 269,750.00		N/A		\$ 239,605.00

GLENVIEW GROUP 2024 CIPP BID						
Item no.	Items	Unit	Quantities	2024 Unit Prices	2025 Unit Prices (+2%)	Total Amount
1	8" CIPP	LF		\$ 38.20	\$ 38.96	\$ 0.00
2	8" CIPP (easement)	LF		\$ 39.20	\$ 39.98	\$ 0.00
3	10" CIPP	LF		\$ 53.00	\$ 54.06	\$ 0.00
4	10" CIPP (easement)	LF				
5	12" CIPP	LF		\$ 46.00	\$ 46.92	\$ 0.00
6	12" CIPP (easement)	LF		\$ 47.00	\$ 47.94	\$ 0.00
7	15" CIPP	LF		\$ 79.00	\$ 80.58	\$ 0.00
8	15" CIPP (easement)	LF				
9	18" CIPP	LF		\$ 90.00	\$ 91.80	\$ 0.00
10	18" CIPP (easement)	LF				
11	21" CIPP	LF		\$ 88.00	\$ 89.76	\$ 0.00
12	21" CIPP (easement)	LF				
13	22" CIPP	LF				
14	24" CIPP	LF				
15	24" CIPP (easement)	LF				
16	27" CIPP	LF				
17	27" CIPP (easement)	LF				
18	30" CIPP	LF		\$ 159.00	\$ 162.18	\$ 0.00
19	33" CIPP	LF				\$ 0.00
20	36" CIPP	LF		\$ 239.00	\$ 243.78	\$ 0.00
21	Service Laterals	Each				\$ 0.00
22	Protruding Taps	Each		\$ 300.00	\$ 306.00	\$ 0.00
23	Heavy Cleaning	LF		\$ 3.00	\$ 3.06	\$ 0.00
24	Reinstatement of Service- Sanitary Sewer	Each		\$ 100.00	\$ 102.00	\$ 0.00
25	8" End Seals	Each		\$ 190.00	\$ 193.80	\$ 0.00
26	10" End Seals	Each		\$ 220.00	\$ 224.40	\$ 0.00
27	12" End Seals	Each		\$ 250.00	\$ 255.00	\$ 0.00
28	15" End Seals	Each		\$ 280.00	\$ 285.60	\$ 0.00
29	18" End Seals	Each		\$ 310.00	\$ 316.20	\$ 0.00
30	20" End Seals	Each				\$ 0.00
31	21" End Seals	Each		\$ 438.00	\$ 446.76	\$ 0.00
32	24" End Seals	Each				
33	27" End Seals	Each				\$ 0.00
34	30" End Seals	Each		\$ 585.00	\$ 596.70	\$ 0.00
35	33" End Seals	Each				
36	36" End Seals	Each		\$ 650.00	\$ 663.00	\$ 0.00
37	20" x 30" End Seals	Each				
						\$ 0
OPTIONAL BID T-LINERS						
Item no.	Items	Unit	Quantities	2024 Unit Prices	2025 Unit Prices	Total Amount
1	Lateral Cleaning, Televising, and CIPP Liner Installation, 8"x 6", 5-Foot	Each		\$ 4,700.00	\$ 4794.00	\$ 0.00
2	Lateral Cleaning, Televising, and CIPP Liner Installation, 12"x 6", 5-Foot	Each		\$ 4,900.00	\$ 4998.00	\$ 0.00
3	Additional CIPP Lateral Liner, 6"	LF		\$ 65.00	\$ 66.30	\$ 0.00
						\$ 0.00



Agenda Item Executive Summary

TITLE: Resolution No. R-37-2025: Approving Change Order No. 3 to the Contract with DiMeo Brothers, Inc. and Approving a Contract with Christy Webber & Company for Restoration Services for the Crow Island Stormwater Storage and Conveyance Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: April 3, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

February 6, 2024 - Council approved Resolution No. R-7-2024, authorizing a contract for the Crow Island Storage and Conveyance Project with DiMeo Brothers Inc. (DiMeo) in an amount not to exceed \$7,642,410.

September 3, 2024 - Council approved Resolution No. R-69-2024, authorizing Change Order No. 1 in an amount not to exceed \$120,303.

February 18, 2025 - Council approved Resolution No. R-20-2025, authorizing Change Order No. 2 in an amount not to exceed \$318,000.

EXECUTIVE SUMMARY:

Project Update

The Crow Island Stormwater Storage and Conveyance Project is a crucial piece of the Village's overall stormwater management system and was made possible by an Intergovernmental Agreement between the Village of Winnetka and the Winnetka School District No. 36 (D36).

On March 18, 2025, a technical meeting was held between representatives of the Village, D36, Strand Associates, Inc., True North Consultants, D36's consultants, Cotter Consulting (Cotter) and Engineering & Consulting Services, Limited (ECS), to reach a resolution for final restoration of the Crow Island School Landscaping Berm. Exhibit A includes details from the meeting and the agreed upon methodology for final restoration of the Crow Island School Landscaping Berm. Exhibit B presents the limits of the restoration work to be performed at the Crow Island School Landscaping Berm.

Continuing the Village's desire to work with its intergovernmental partner, Change Order No. 3 has been developed adding \$134,400 to the existing contract with DiMeo Brothers for the additional costs to restore the Crow Island School Landscaping Berm, following the agreed to restoration program outlined in Exhibit A. The total of Change Order Nos. 1, 2, and 3 represent a 7.5 percent increase to the project cost. The adjusted contract amount is now \$8,215,113.

In addition, as part of the final restoration work, the Village will need to remove and replace the existing newly placed landscaping that has been installed on the berm. Staff have reached out to the

landscaping company that originally installed this material, Christy Webber & Company, and requested a quote to perform this work. Christy Webber has proposed a price of \$85,422 to perform this work and has begun procuring the materials for the final landscaping. This work also includes a one-year maintenance period on all newly placed plantings, and necessary watering of the plantings.

Project Cost / Source of Funds

There is a sufficient contingency balance to fund the additional costs for the project. The revised DiMeo Brothers Contract price and the proposed Christy Webber & Company landscaping work based on the change orders is as follows:

DiMeo Brothers, Inc. Original Contract Amount	\$7,642,410
Change Order No. 1 (R-69-2024)	\$120,303
Change Order No. 2 (R-20-2025)	\$318,000
Change Order No. 3 (R-37-2025)	<u>\$134,400</u>
New DiMeo Contract Total	\$8,215,113

The Engineering Department has reviewed the change order and has confirmed it reflects overall infrastructure improvements for the Village of Winnetka. For these reasons, staff is recommending that the Village Council consider approving resolution R-37-2025 increasing the contract for the Crow Island Storage and Conveyance Project with DiMeo Brothers, Inc. by \$134,400 for a total price not to exceed \$8,215,113, and approving a contract with Christy Webber & Company for the replacement of the landscaping on the berm for an amount not to exceed \$85,422.

An updated stormwater tracking spreadsheet is attached (Attachment 4) - after considering this change order, the remaining contingency balance for the stormwater project is \$5,022,785 (17%.)

RECOMMENDATION:

Consider adopting resolution R-37-2025 increasing the contract for the Crow Island Storage and Conveyance Project with DiMeo Brothers, Inc. by \$134,400 for a total price not to exceed \$8,215,113, and approving a contract with Christy Webber & Company for the replacement of the landscaping on the berm for an amount not to exceed \$85,422.

ATTACHMENTS:

1. R-37-2025 - Approving Change Order No. 3 with DiMeo & Christy Webber for Crow Island Project (1)
2. Crow Island School Restoration Letter
3. Crow Island School Landscaping Berm Restoration Limits
4. Stormwater Cost Tracking Spreadsheet

RESOLUTION NO. R-37-2025

A RESOLUTION APPROVING CHANGE ORDER NO. 3 TO THE CONTRACT WITH DI MEO BROTHERS, INC. AND APPROVING A CONTRACT WITH CHRISTY WEBBER & COMPANY FOR RESTORATION SERVICES FOR THE CROW ISLAND STORMWATER STORAGE AND CONVEYANCE PROJECT

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

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

WHEREAS, the Village engaged in multiple projects under the Stormwater Master Plan, including a project to install stormwater improvements at the Crow Island School site and the Crow Island Park site (***“Project”***); and

WHEREAS, on February 6, 2024, the Village Council approved adoption of Resolution R-7-2024, which authorized a contract (***“Contract”***) with the Di Meo Brothers, Inc. (***“Contractor”***) for the Contractor to install new stormwater storage facilities for the Crow Island Underground Storage Facility, and perform related construction work pursuant to the Project in the amount not to exceed \$7,642,410; and

WHEREAS, on September 3, 2024, the Village Council approved Resolution R-69-2024, authorizing a change order to the Contract for Contractor to perform additional work for \$120,303.00, that included sod installation and additional water main replacement work for the Project (***“Change Order No. 1”***); and

WHEREAS, on February 18, 2025, the Village Council approved Resolution R-20-2025, authorizing a change order to the Contract for Contractor to perform additional work for \$318,000.00 that included removing and replacing topsoil and seed at the Crow Island Park site (***“Change Order No. 2”***); and

WHEREAS, it was determined the Project required additional work regarding restoration of the Crow Island School landscaping berm including removing and replacing topsoil and seed (***“Additional Work”***); and

WHEREAS, the Contractor has offered to perform the Additional Work for an additional amount not to exceed \$134,400.00 pursuant to a change order to the Contract (***“Change Order No. 3”***); and

WHEREAS, Change Order Nos. 1, 2, and 3 increase the total cost for the Project to \$8,215,113; and

April 3, 2025

R-37-2025

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 3 with the Contractor; and

WHEREAS, as part of the restoration work for the Project, the Village determined additional landscaping work was also needed (***“Additional Landscaping Work”***), which Additional Landscaping Work includes removing and replacing the existing landscaping that has been installed on the berm at the Crow Island School site; and

WHEREAS, because Christy Webber & Company (***“Landscaper”***) provided the landscaping work for the Project, and the Village was satisfied with the services, the Village requested they provide a proposal for the Additional Landscaping Work; and

WHEREAS, Village staff has recommended that the Village Council (i) waive competitive bidding for the Additional Landscaping Work 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 a contract with Landscaper for Landscaper to provide the Additional Landscaping Work in an amount not to exceed \$85,422.00 (***“Landscaping Contract”***); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive competitive bidding for the Additional Landscaping Work; and (ii) enter into a Landscaping Contract with Landscaper for Landscaper to provide the Additional Landscaping Work;

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 CHANGE ORDER NO. 3. The Village Council approves Change Order No. 3 in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 3. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 3, after receipt by the Village Manager of two executed copies of Change Order No. 3 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 3 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 3 will, at the option of the Village Council, be null and void.

SECTION 4: 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 Additional Landscaping Work.

SECTION 5: APPROVAL OF LANDSCAPING CONTRACT. The Village Council approves a Landscaping Contract with Landscaper for the Additional Landscaping Work in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 6: AUTHORIZATION TO EXECUTE LANDSCAPING CONTRACT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Landscaping Contract after receipt by the Village Manager of two executed copies of the final Landscaping Contract from the Landscaper; provided, however, that if the Village Manager does not receive two executed copies of the final Landscaping Contract from the Landscaper within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Landscaping Contract will, at the option of the Village Council, be null and void.

SECTION 7: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 3rd day of April, 2025, pursuant to the following roll call vote:

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

Signed

Village President

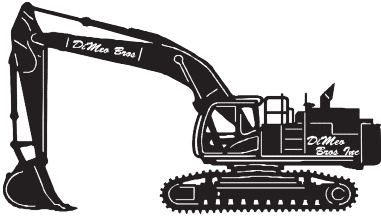
Countersigned:

Village Clerk

EXHIBIT A
CHANGE ORDER

April 3, 2025

R-37-2025



AUP

CONTRACTOR:

DiMeo Bros., Inc.
720 Richard Lane
Elk Grove, IL 60007

AUP # 8

DATE 3/26/2025

PROJECT:

Village of Winnetka - Crow Island

RE: Remove/Replace Sod & Topsoil

DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
6" Topsoil Strip & Sod Disposal and 6" Topsoil Import/Respread for School District	SY	3,200	\$ 25.00	\$ 80,000.00
Sod for School District	SY	3,200	\$ 17.00	\$ 54,400.00
Note: Once approved, this AUP will be recognized as a Change Order, which then becomes part of and in conformance with the existing contract.				

WE AGREE hereby to make the change(s) specified above
at this price \$ 134,400.00

John DiMeo

Your Name

3/26/2025

Date

Accepted - The above prices and specifications of this AUP are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance

EXHIBIT B
LANDSCAPING CONTRACT

April 3, 2025

R-37-2025

Proposal



Proposal: CG2503

Date: 1/23/2025

Christy Webber Representative:
Chris Gladfelter
(773) 533-0477

Client Information:	Project Information:
Andrew Lueck Village Forester Village of Winnetka 1390 Willow Rd.	Crow Island Berm Planting

Scope of Work

Install new trees and shrubs as noted on the plan. Price includes watering of new trees and shrubs. Installation of wood mulch path. Hydroseed No Mow Fescue Mix on area to provide soil coverage. Assumption of 15 watering occurrences with 1 occurrence watering per week (final number of occurrences can be adjusted as needed).

Includes (4) Pseudotsuga from warranty replacements on 2024 planting that were unable to be replaced because of tree dig times and availability.

Pricing utilizes State Prevailing Wage Labor Rates.

Pricing assumes use of heavy machinery for planting. Machinery NOT to exceed gross operating weight of 14,000 lbs.

Client to approve all trees and shrubs prior to bringing on site. Approval in field at the nursery or via email pictures.

Exclusions

All grading to be completed by others. Removals of existing vegetation by others.

Description	Quantity	UOM	Extended Price
1.0 Mulch Path			
Fabric, Nonwoven 3.1oz. , Sq. Ft.	1.540.0000	SF	
Staples (Fabric or Blanket), Case	4.0000	CS	
Mulch, Premium Hardwood, Yard	24.2000	CY	
Total 1.0 Mulch Path			12,109.12
2.0.1 Planting - Acer Ginnala			
Acer ginnala, 8 ft	7.0000	EA	
Compost, Leaf, Yard	2.0125	CY	
Topsoil, CY	2.0000	CY	
Total 2.0.1 Planting - Acer Ginnala			10,207.03
2.0.2 Planting - Cercis Canadensis			
Cercis canadensis, 8 ft	3.0000	EA	
Compost, Leaf, Yard	0.8625	CY	
Topsoil, CY	1.0000	CY	
Total 2.0.2 Planting - Cercis Canadensis			5,109.07
2.0.3 Planting - Crataegus			
Crataegus crus-galli var. inermis, 2.5 in	6.0000	EA	
Compost, Leaf, Yard	1.7250	CY	
Topsoil, CY	2.0000	CY	

Proposal



Proposal: CG2503

Date: 1/23/2025

Total 2.0.3 Planting - Crataegus		9,537.26
2.0.4 Planting - Malus 'Prairifire'		
Malus 'Prairifire', 2.5 in	5.0000 EA	
Compost, Leaf, Yard	1.4375 CY	
Topsoil, CY	2.0000 CY	
Total 2.0.4 Planting - Malus 'Prairifire'		6,918.33
2.0.5 Planting - Pseudotsuga		
Pseudotsuga menziesii, 8 ft	4.0000 EA	
Compost, Leaf, Yard	2.3000 CY	
Topsoil, CY	3.0000 CY	
Total 2.0.5 Planting - Pseudotsuga		10,631.74
2.0.6 Planting - Taxodium		
Taxodium distichum, 8 ft	1.0000 EA	
Compost, Leaf, Yard	0.2875 CY	
Topsoil, CY	1.0000 CY	
Total 2.0.6 Planting - Taxodium		1,680.97
2.0.7 Planting - Forsythia 'Sunrise'		
Forsythia x intermedia 'Sunrise', #5	23.0000 EA	
Compost, Leaf, Yard	1.1500 CY	
Topsoil, CY	2.0000 CY	
Total 2.0.7 Planting - Forsythia 'Sunrise'		3,042.13
2.0.8 Planting - Viburnum Prunifolium		
Viburnum prunifolium, #5	10.0000 EA	
Compost, Leaf, Yard	1.1500 CY	
Topsoil, CY	2.0000 CY	
Total 2.0.8 Planting - Viburnum Prunifolium		2,389.42
3.0 Add Option: Hydroseed		
Hydro Mulch, per bale	19.0000 EA	
Tackifier, per LB	43.6180 LB	
Hydro Seed, per LB	141.7585 LB	
Hydromulcher, 3000 Gal	6.9789 HR	
Total 3.0 Add Option: Hydroseed		6,584.63
5.0 Watering		
Watering- Driver	292.0000 HR	
Total 5.0 Watering		17,212.03

Proposal



Proposal: CG2503

Date: 1/23/2025

Proposal Total:	85,421.70
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TERMS AND CONDITIONS

TIME:

This estimate is based on the use of 1 crew. Crew size may vary depending on the task but this will NOT change the estimate total. If more or less days are worked the total estimate will remain the same.

WEATHER:

Weather is always a factor to be considered by Christy Webber Landscapes & their subcontractors. As a result, weather conditions may affect the schedule/progress of any job throughout the season. Christy Webber Landscapes will do their best to inform you of any changes, but please be aware that weather may conflict with any deadline.

WATERING: ALL plants need water! Please take responsibility for watering your plants DURING & AFTER installation. A plant's success is most frequently attributed to the provision of water. Not watering your plants will invalidate your guarantee (guarantee details below). Checking both the plants AND soil on a regular basis THROUGHOUT the season, even if you have an irrigation system, will help you know whether they are too dry OR even too wet. A plant care fact sheet is also available from Christy Webber Landscapes that offers tips for watering and general care (see www.christywebber.com)

CONTRACT TERMS:

Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays, or product unavailability beyond our control. We reserve the right to make necessary substitutions. Material prices valid for 14 days.

LIMITED GUARANTEE:

No adjustments or replacements will be made until the agreed-upon contract is paid in full. Due to their delicate nature, there are NO guarantees on transplanted material, perennials, boxwoods, rhododendrons, hollies, ground cover, roses, annuals, indoor plants or sod. All other plant material provided by us shall be replaced only if the plant material or our planting method is found to be defective within one (1) year of the contract date. No guarantee is provided on replacement plants. All hardscape material purchased and installed by Christy Webber Landscapes will be guaranteed for three (3) years from the date of installation. All carpentry work completed by Christy Webber Landscapes will be guaranteed for one (1) year from date of installation. This guarantee covers installation or product defects only; it does not include damage from misuse or acts of nature. Failure to make payment according to the terms of this contract shall invalidate any warranty.

PAYMENT TERMS:

Due upon Acceptance of Completion \$85,421.70

Payments may be made by VISA, MasterCard, or check. Late payments will result in a 1.5% late charge (18% annually) assessed monthly until paid in full. **Final Payments shall be made within 10 days of completion.** For credit cards payment, the final payment will be charged 10 days after completion of the work. (*Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use). To make a payment, please visit <https://www.christywebber.com/pay-invoice-cwl> or contact Accounting directly at 773-533-0477 extension 1286.

ACCEPTANCE OF PROPOSAL:

The proposed prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment shall be made as outlined above. In the event of a default of payment, I shall be liable for your reasonable attorney fees and court costs incident to collection of any unpaid balances. This proposal may be withdrawn by C.W.L. if not accepted within 20 days.

BY SIGNING BELOW, THIS ESTIMATE SERVES AS MY CONTRACT:

Owner/Authorized Agent Signature: _____ Date: _____

Christy Webber & Co. Signature: _____ Date: _____

To make a payment, please visit <https://www.christywebber.com/pay-invoice-cwl>
or contact Accounting directly at 773-533-0477 extension 1286



March 28, 2025

Mr. Robert Bahan, Village Manager

Village of Winnetka
1390 Willow Road
Winnetka, IL 60093

Re: Crow Island Stormwater Storage and Conveyance Project (Project)
Village of Winnetka, Illinois (Village)

Dear Rob,

The following letter documents the March 18, 2025 technical field meeting between the Village of Winnetka and Winnetka School District 36, and the resolution reached for restoration of the Crow Island School landscaping berm. This meeting was attended by the following individuals.

- James Bernahl of the Village of Winnetka (Village)
- Adam Rappaport of Winnetka School District 36 (D36)
- Terry Fielden of Cotter Consulting representing D36, (Cotter)
- Perrie Klaja, ECS performing excavation observation and additional compaction testing on behalf of D36
- Eligio Simeti of True North Consultants representing the Village (True North)
- Jimmy Canning of Strand Associates representing the Village (Strand)

The following restoration process is recommended by Strand and Wiss, Janney, Elstner Associates, Inc. (WJE) representing D36 in this resolution.

1. D36 shall remove their temporary construction fencing from around the Crow Island School landscape berm (berm). There are two fencing systems: one to prevent access from the south and one to prevent access to the construction site. The fence to the south of berm will be removed and not replaced by District 36. The fence preventing direct access to the construction site to the north of the berm will be managed by the VILLAGE excavation contractor. The fence is mounted on movable standards. Bulley and Andrews will jointly inspect the fence with the berm restoration contractor at the end of each day.

2. The Village will remove all plantings from the berm.

3. The Village's contractor will remobilize and strip the near-surface soils, i.e., topsoil, over the areas previously sodded, seeded, or mulched on the berm as part of the Village's stormwater project. It is understood that the topsoil ranges from 6 inches to 8 inches in depth, and the goal is to remove the topsoil to expose the clay earth beneath. This will commence when the Village's contractor remobilizes to perform the restoration process for Crow Island Park.

4. The District requests a meeting with the Village and berm restoration contractor to coordinate site activities with Bulley and Andrews. The District requests a minimum 48-hour notice prior to commencement of berm restoration activities to allow Bulley and Andrews time to coordinate construction site fence relocation as agreed at the coordination meeting.
5. The stripped topsoil will be removed offsite and disposed of by the Village's contractor, DiMeo Brothers, Inc.
6. Once the topsoil is removed and the underlying clay fill is exposed and graded, representatives from Strand, WJE, ESC, and Cotter will be onsite to observe the condition of the underlying clay for obvious deleterious elements in the clay and areas requiring additional or recompacting of the clay. If the clay does not show indications of deleterious material, no further excavation will be performed, and final restoration will proceed.
7. If deleterious material is observed in the clay, the Village's contractor shall continue to excavate the clay in 3-inch layers until no deleterious material is observed. The additional excavated clay shall be removed offsite and disposed of by the Village's contractor.
8. For final restoration, the Village's contractor will provide clean topsoil from an offsite source, provide certified documentation from the source provider that soil is clean and free of contaminants, and spread to final grade as shown in the Village's stormwater project engineering drawings. It was agreed that the topsoil will be compacted to the extent possible using the same equipment to distribute and spread the topsoil. Upon completion of topsoil spreading and fine grading, the site will be observed by representatives of the Village and D36. The Village retains the responsibility to approve and ensure the final grades are aligned with the stormwater management plan. District 36 has no responsibility to ensure that the final grades are accurate. The District will test sample companion of the topsoil for 80% standard proctor for topsoil.
9. Topsoil will be spread and compacted in a manner that will support growth of the sod. Sod is to be placed timely to prevent erosion of the topsoil due to a rain event.
10. Upon approval and acceptance by the Village: The Villages' contractor will install sod over the topsoiled areas except for portions of the Berm being planted with perennial plants, shrubs, and trees and mulch path as shown in the Landscape Plan prepared by Christy Webber Landscapes.
11. The Village will perform all watering of the new materials for a period of six weeks with specific planting waterings as needed. The Village will also provide a one-year warranty on all landscaping items, which will be re-inspected in the spring of 2026. The Village will implement water bags for the trees as needed.

12. The Village and the District understand that the Village's and the District's rights and responsibilities related to the berm and specifically to the re-construction and certification of the berm are as set forth in this letter and in the January 20, 2020 Intergovernmental Agreement between the Village and the District, including the Easement and Use Agreement (Exhibit E) entered into by the District and the Village pursuant thereto.

This memo has been reviewed and approved by the following representatives.

Dated: March 25, 2025

Village of Winnetka
James J. Bernahl, P.E.

By _____
(Authorized Signature)

Dated: March 25, 2025

Strand Associates, Inc.
Michael R. Waldron, P.E.

By _____
(Authorized Signature)

Dated: March 25, 2025

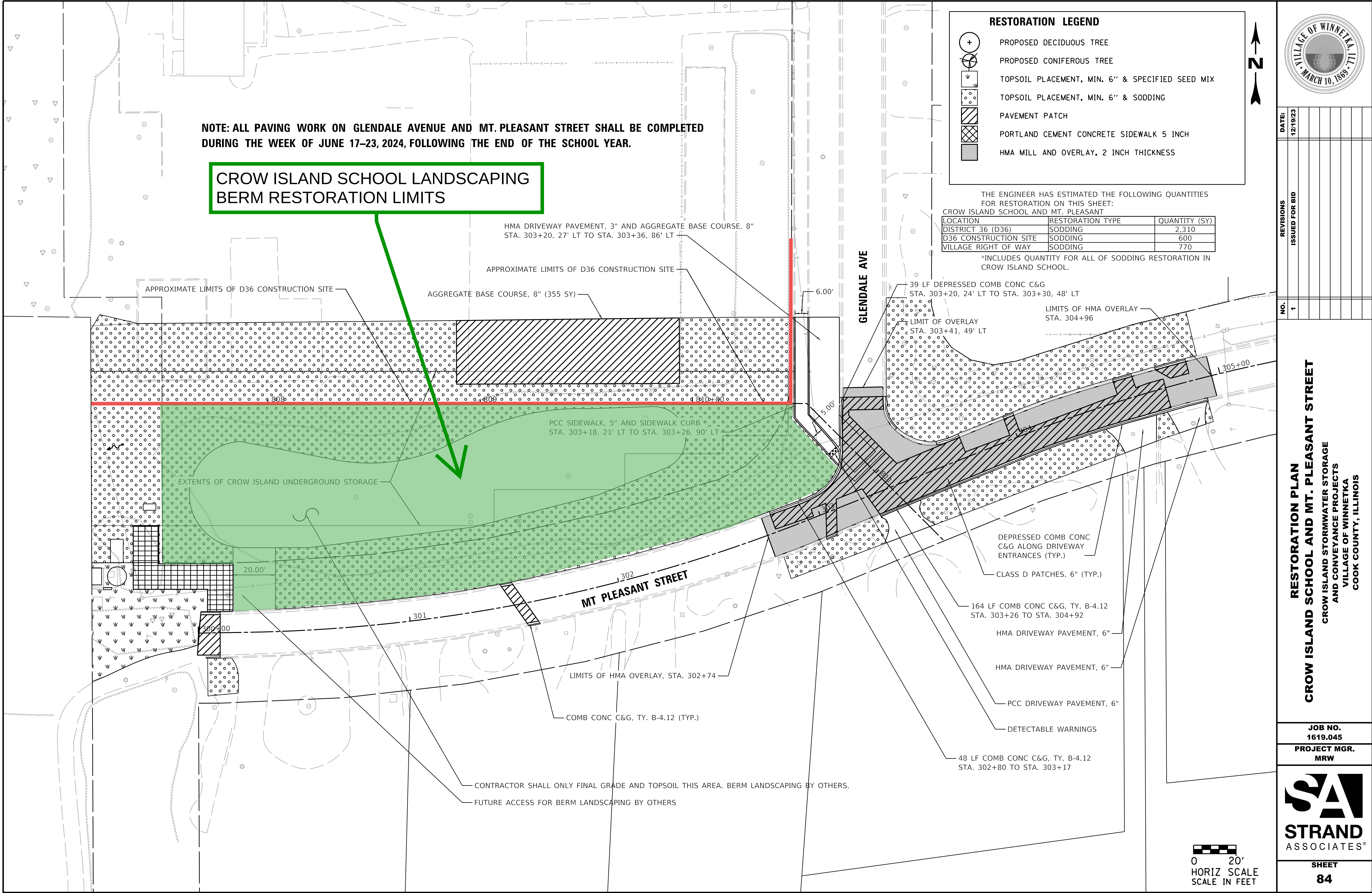
Wiss, Janney, Elstner Associates, Inc.
Jon F. Sfura, PhD, P.E., S.E.

By _____
(Authorized Signature)

Dated: March 25, 2025

Winnetka School District #36
Dr. Kelly Tess

By _____
(Authorized Signature)



NOTE: ALL PAVING WORK ON GLENDALE AVENUE AND MT. PLEASANT STREET SHALL BE COMPLETED DURING THE WEEK OF JUNE 17-23, 2024, FOLLOWING THE END OF THE SCHOOL YEAR.

CROW ISLAND SCHOOL LANDSCAPING
BERM RESTORATION LIMITS

RESTORATION LEGEND

- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE
- TOPSOIL PLACEMENT, MIN. 6" & SPECIFIED SEED MIX
- TOPSOIL PLACEMENT, MIN. 6" & SODDING
- PAVEMENT PATCH
- PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH
- HMA MILL AND OVERLAY, 2 INCH THICKNESS

THE ENGINEER HAS ESTIMATED THE FOLLOWING QUANTITIES FOR RESTORATION ON THIS SHEET:
CROW ISLAND SCHOOL AND MT. PLEASANT

LOCATION	RESTORATION TYPE	QUANTITY (SY)
DISTRICT 36 (D36)	SODDING	2,310
D36 CONSTRUCTION SITE	SODDING	600
VILLAGE RIGHT OF WAY	SODDING	770

*INCLUDES QUANTITY FOR ALL OF SODDING RESTORATION IN CROW ISLAND SCHOOL.



DATE	12/19/23
REVISIONS	
ISSUED FOR BID	
NO.	1

RESTORATION PLAN
CROW ISLAND SCHOOL AND MT. PLEASANT STREET
CROW ISLAND STORMWATER STORAGE
AND CONVEYANCE PROJECTS
VILLAGE OF WINNETKA
COOK COUNTY, ILLINOIS

JOB NO.
1619.045
PROJECT MGR.
MRW



SHEET
84



Project	Council Approved Budget 11/2020	Budget Escalation 12/31/2021 (CPI - 7%) - Note 1	Budget Escalation 12/31/2022 (CPI - 6.5%) - Note 1	Budget Escalation 12/31/2023 (CPI - 3.4%) - Note 1	Project Budget As of December 31, 2024	Budget Escalation 12/31/2024 (CPI - 2.9%) - Note 1	Project Budget As of April 1, 2025
Storage Projects							
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,321,307	\$ -	\$ -	\$ -	\$ -
Tree Removal (Homer)	\$ -	\$ -	\$ 232,440	\$ 232,440	\$ 232,440	\$ 232,440	\$ 232,440
Tree Removal (DiMeo)	\$ -	\$ -	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ -	\$ 3,281,288	\$ 3,281,288	\$ 3,281,288	\$ 3,281,288
Berger (under budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (305,258)
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 1,052,047	\$ 260,972	\$ -	\$ -	\$ -
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 851,896	\$ 851,896	\$ 851,896	\$ 851,896	\$ 851,896
CCFP SWM Contract (Berger)	\$ -	\$ -	\$ -	\$ 799,656	\$ 799,656	\$ 799,656	\$ 799,656
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 260,972	\$ 260,972	\$ 260,972
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,551,960	\$ 2,761,773	\$ -	\$ -	\$ -
StormTrap R-83-2023	\$ -	\$ -	\$ -	\$ 1,881,000	\$ 1,881,000	\$ 1,881,000	\$ 1,881,000
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 3,153,616	\$ 3,153,616	\$ 3,153,616
DiMeo 2024 R-69-2024	\$ -	\$ -	\$ -	\$ -	\$ 120,303	\$ 120,303	\$ 120,303
DiMeo 2025 R-20-2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318,000
DiMeo 2025 R-37-2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,400
Christy Webber R-37-2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,422
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -	\$ -	\$ -	\$ -	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210	\$ 4,239,210
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ -	\$ -	\$ -	\$ -	\$ -
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -	\$ -	\$ -	\$ -	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220	\$ 238,220	\$ 238,220	\$ 238,220	\$ 238,220
DiMeo Contract R-74-2022	\$ -	\$ -	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734	\$ 5,541,734
DiMeo Contract R-58-2024	\$ -	\$ -	\$ -	\$ -	\$ (2,750)	\$ (2,750)	\$ (2,750)
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 26,039,644	\$ 27,099,019	\$ 27,608,415	\$ 27,608,415	\$ 27,840,979
Conveyance Projects							
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 2,037,708	\$ 1,173,034	\$ 1,173,034	\$ 1,207,052	\$ 1,207,052
DiMeo Contract R-74-22 (47% of project)	\$ -	\$ -	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274	\$ 1,575,274
CCFP SWM contract Berger (25%)	\$ -	\$ -	\$ -	\$ 903,246	\$ 903,246	\$ 903,246	\$ 903,246
Spruce Street	\$ 175,901	\$ 188,214	\$ 200,448	\$ 207,263	\$ 207,263	\$ 213,274	\$ 213,274
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 996,086	\$ 1,029,953	\$ 1,029,953	\$ 1,059,822	\$ 1,059,822
DiMeo Contract R-74-22 (12% of project)	\$ -	\$ -	\$ 122,749	\$ 122,749	\$ 122,749	\$ 122,749	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,582,840	\$ 2,670,657	\$ 2,670,657	\$ 2,748,106	\$ 2,748,106
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,565,862	\$ 3,687,101	\$ 3,687,101	\$ 3,794,027	\$ 3,794,027
DiMeo Contract R-74-22 (11% of project)	\$ -	\$ -	\$ 347,788	\$ 347,788	\$ 347,788	\$ 347,788	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 4,143,776	\$ 3,427,732	\$ 3,427,732	\$ 3,527,136	\$ 3,527,136
CCFP SWM contract Berger (20%)	\$ -	\$ -	\$ -	\$ 828,755	\$ 828,755	\$ 828,755	\$ 828,755
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,999,758	\$ 2,067,750	\$ -	\$ -	\$ -
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 2,067,750	\$ 2,067,750	\$ 2,067,750
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 2,038,850	\$ 2,108,171	\$ 1,581,128	\$ 1,626,981	\$ 1,626,981
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 527,043	\$ 527,043	\$ 527,043
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,205,518	\$ 1,482,329	\$ -	\$ -	\$ -
CCFP SWM contract Berger (35%)	\$ -	\$ -	\$ -	\$ 771,931	\$ 771,931	\$ 771,931	\$ 771,931
DiMeo 2024 R-7-2024	\$ -	\$ -	\$ -	\$ -	\$ 1,482,329	\$ 1,482,329	\$ 1,482,329
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 5,087,719	\$ 5,260,701	\$ 5,260,701	\$ 5,413,261	\$ 5,413,261
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,297,825	\$ 2,375,951	\$ 2,375,951	\$ 2,444,854	\$ 2,444,854
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,698,966	\$ 1,756,731	\$ 1,756,731	\$ 1,807,676	\$ 1,807,676
Hill Road	\$ 270,802	\$ 289,758	\$ 308,592	\$ 319,084	\$ 319,084	\$ 328,337	\$ 328,337
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 3,085,141	\$ 3,190,036	\$ 3,190,036	\$ 3,282,547	\$ 3,282,547
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,888,069	\$ 1,952,263	\$ 1,952,263	\$ 2,008,879	\$ 2,008,879
Flood Prone Property - CIW	\$ -	\$ -	\$ 395,000	\$ 395,000	\$ 395,000	\$ 395,000	\$ 395,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 36,577,969	\$ 37,653,499	\$ 37,653,499	\$ 38,483,817	\$ 38,483,817
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated							
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082	\$ 3,173,082
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000	\$ 2,200,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ -	\$ -	\$ -	\$ -	\$ -
Strand Contract R-78-2022	\$ -	\$ -	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440	\$ 2,920,440
Strand Contract R-104-2022	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Committed Engineering Costs	\$ -	\$ -	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660	\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ -	\$ -	\$ -	\$ -	\$ -
Jacobson Contract R-108-2022	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Strand Contract R-75-2022	\$ -	\$ -	\$ 665,800	\$ 665,800	\$ 665,800	\$ 665,800	\$ 665,800
Construction Mgmt. - Hibbard / Crow	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000	\$ 556,000	\$ 125,600	\$ 125,600	\$ 125,600
Strand Contract R-15-2024	\$ -	\$ -	\$ -	\$ -	\$ 430,400	\$ 430,400	\$ 430,400
Strand Contract R-38-2023	\$ -	\$ -	\$ -	\$ 444,000	\$ 444,000	\$ 444,000	\$ 444,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 6,724,726	\$ 5,764,745	\$ 5,255,349	\$ 5,255,349	\$ 5,022,785
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,312,308	\$ 18,352,327	\$ 17,842,931	\$ 17,842,931	\$ 17,610,367
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 81,929,921	\$ 83,104,845	\$ 83,104,845	\$ 83,935,163	\$ 83,935,163

Allocated Contingency at 4/1/2025 (Note 2):	\$ 5,053,006
Previously Committed Costs at 4/1/2025 (Note 3):	\$ 49,107,754
DiMeo & Christy Webber - R-37-2025 (Note 4):	\$ 219,822

Project Summary	
Total Costs Committed to Date (63%):	\$ 49,327,576
Balance to Complete (37%):	\$ 29,584,802
Remaining Contingency (17%):	\$ 5,022,785
Project Total:	\$ 83,935,163

- Notes:**
- Note 1) As was done on January 1, 2021, January 1, 2022, January 1, 2023 and January 1, 2024 the Council approved plan is being escalated utilizing the U.S. Bureau of Labor Statistics December 31, 2024 Consumer Price Index report. The escalation captures the annual CPI for 2024: 2.9%. The escalation factor is only applied to portions of the project that have not been committed and does not apply to soft costs such as construction management or contingency.
<https://www.bls.gov/news.release/pdf/cpi.pdf>
- Note 2) The cell highlighted in blue is the total amount of project contingency utilized as of April 1, 2025. This amount reflects contingency drawdowns of:
- North of Willow Project (DiMeo) - \$3,048,061
 - Design Engineering Hibbard / Conveyance (Strand) - \$72,922
 - Property Acquisition - \$145,000
 - CCFPD Fees - \$60,082
 - Construction Management - (Jacobssen) - \$45,000
 - Hibbard Preserve Storage (Berger) - \$959,981
 - Mitigation Fees - Totaled less than anticipated, difference added back to contingency +\$20,000
 - Crow Island contract (R-7-2024) -\$391,843
 - North of Willow Project closeout credit balance (DiMeo) (R-58-2024) +\$2,750
 - Crow Island Change Order No. 1 (DiMeo) (R-69-2024) -\$120,303
 - Crow Island Change Order No. 2 - Soil Restoration Park District (DiMeo) (R-20-2025) -\$318,000
 - Hibbard Preserve Storage (Berger) contract under budget +\$305,257
 - Crow Island Change Order No. 3 - Soil Restoration School District (DiMeo) (R-37-2025) -\$134,400
 - Crow Island Change Order No. 3 - Soil Restoration School District (Christy Webber) (R-37-2025) -\$85,422
- Note 3) Cells highlighted in green reflect committed costs as of April 1, 2025. A "committed cost" is an amount that has already been expended or is contractually obligated to be paid in the future. The following is a summary of some of the substantial committed costs to date:
- R-51-2020 (8/4/2020): Strand - \$650,100, CCFP and Landfill Design Engineering.
 - R-25-2021 (2/19/2021): Strand - \$939,670, N. of Willow Design Engineering.
 - R-98-2021 (12/7/2022): Storm Trap Purchase - \$4,239,210.
 - R-74-2022 (6/21/2022): DiMeo - \$15,285,271 (\$426,673 reimbursable)
 - ^ above does not include \$1,229,286 WPD alternatives costs.
 - R-75-2022 (6/21/2022): Strand - \$665,800, N. of Willow Construction Engineering.
 - R-78-2022 (6/21/2022): Strand - \$2,920,440, Conveyance Engineering.
 - R-88-2022 (8/16/2022): USACE Mitigation Fees - \$2,200,000.
 - R-58-2019 and R-27-2020: 9/6/22 payments made to New Trier High School (\$279,600) and Winnetka Park District (\$390,000).
 - R-69-2022 (11/15/2022): \$395,000 in flood prone property acquisition costs. In total the property acquisition cost is \$900,000 grant from MWRD for a net cost of \$395,000.
 - R-104-2022 (10/6/2022): Hibbard Road stormwater design services - \$65,000.
 - R-106-2022 (10/18/2022): CCFPD IGA Fees - \$3,173,082.
 - R-108-2022 (10/18/2022): Golf course construction management costs - \$45,000 (Jacobsen)
 - R-128-2022 (12/6/2022): Tree Removal Contract with Homer Tree Removal - \$232,440.
 - R-129-2022 (12/6/2022): Tree Removal Contract with DiMeo Construction - \$165,000.
 - R-21-2023 (2/7/2023): Berger Contract - \$6,584,876, Hibbard road stormwater project.
 - R-38-2023 (3/21/2023): Strand Engineering - \$444,000 for resident engineering services on Hibbard road.
 - R-83-2023 (9/5/2023): Crow Island Storm Trap purchase - \$1,881,000.
 - R-7-2024 (2/6/2024): DiMeo - Crow Island Storage contract - \$7,491,710.
 - R-15-2024 (2/20/2024): Strand Crow Island Construction Management - \$430,400.
 - R-58-2024 (6/18/2024): DiMeo Change Order Golf Course - (\$2,750).
 - R-69-2024 (9/3/2024): DiMeo Change Order No. 1 Crow Island Storage Project - \$120,303.
 - R-20-2025 (2/18/2024): DiMeo Change Order No. 2 Crow Island Storage Project - \$318,000.
 - R-21-2023 (2/7/2023): Berger Contract - Hibbard road stormwater project under budget - (\$305,258)
- Note 4) Cells highlighted in pink reflect \$219,822 in costs associated with additional work on the Crow Island storage project related to soil restoration. This additional work will be performed by DiMeo Bros. (R-37-2025) in the amount of \$134,400 and by Christy Webber (R-37-2025) in the amount of \$85,422. This Resolution will be considered at the April 3, 2025 Village Council meeting.



Agenda Item Executive Summary

TITLE: Resolution No. R-38-2025: Approving a Contract with National Power Rodding Corp. for Sanitary and Storm Sewer Closed Circuit Television (CCTV) Inspection Services (Adoption)

PRESENTER: Tom Powers

AGENDA DATE: April 3, 2025

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of the Fiscal Year 2025 Budget, \$80,000 was budgeted for the completion of the televising and cleaning of a specific section of sanitary sewer.

EXECUTIVE SUMMARY:

As part of its ongoing responsibilities, the Public Works Department maintains the Village's sanitary and storm sewer systems. These systems convey either wastewater or stormwater to an appropriate discharge point.

As part of regular maintenance, the Village regularly cleans and evaluates the condition of sewer mains. This maintenance serves a two-fold purpose: (i) clearing of any potential obstructions (such as tree roots, etc.) and (ii) pro-actively identifying defects for potential repair. All of this work reduces the likelihood of sanitary sewer backups and potential damage to public and private property as a result and helps fulfill the Village's responsibilities under the Metropolitan Water Reclamation District's Watershed Management Ordinance. This work is performed by a combination of in-house and contractual staff with in-house staff focusing on higher-frequency preventative cleaning and completing repairs and contractual staff completing routine cleaning and pipe inspection. As part of pipe inspection, each segment is evaluated for defects and a final report is sent summarizing and categorizing the defects for the Village's use.

In February 2025, the Village participated in a Municipal Partnering Initiative (MPI) Request For Proposals (RFP) seeking unit pricing for sewer televising and inspection services. The MPI allows multiple communities to combine and jointly bid their work to achieve a greater economy of scale than any individual community could achieve. Ultimately, National Power Rodding Corporation of Chicago, Illinois ("Contractor") was determined to have submitted the lowest, most responsive proposal. The specifications for the bid included a three-year term with the option for up to three one-year renewals at each municipality's discretion.

The Fiscal Year 2025 budget provides \$80,000 for contractual sewer cleaning and inspection services in Account No. 540.70.07-567 (Sanitary Sewer Operations and Maintenance). Funds will be drawn from this account for the work completed in the current fiscal year. As this contract includes pricing for

three years, staff is requesting budget authorization for up to \$240,000 for the full term of the agreement. Sufficient budgets will be budgeted in Fiscal Years 2026 and 2027 for the remainder of this agreement.

Staff recommends awarding a three-year contract for Closed Circuit Sanitary and Storm Sewer inspections to National Power Rodding Corporation.

RECOMMENDATION:

Consider adopting Resolution No. R-38-2025, approving a contract agreement with National Power Rodding Corporation for Closed Circuit Sewer Televising Services.

ATTACHMENTS:

1. Resolution No. R-38-2025: Approving a Contract with National Power Rodding Corp. for Sanitary and Storm Sewer CCTV Inspection Services

A RESOLUTION APPROVING A CONTRACT WITH NATIONAL POWER RODDING CORP. FOR SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION SERVICES

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

WHEREAS, the Village of Winnetka (“**Village**”) desires to retain a firm to provide sanitary and storm sewer closed circuit television (CCTV) inspection services in the Village (“**Work**”); and

WHEREAS, on behalf of the Village and the Villages of Glenview, Golf, and Kenilworth, the Municipal Partnering Initiative (“**MPI**”) issued a joint bid for the Work; and

WHEREAS, the MPI received bids for the Work and opened the bids on March 5, 2025; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council determined that National Power Rodding Corp. (“**Contractor**”) was the lowest responsible and responsive bidder for the Work; and

WHEREAS, the Village Council desires to enter into a three-year contract with Contractor for the performance of the Work (“**Contract**”) for a price not to exceed \$240,000; and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in conformance with the bid documentations 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 Contract will, at the option of the Village Council, be null and void.

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

ADOPTED this 3rd day of April, 2025, pursuant to the following roll call vote:

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

Signed:

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

CONTRACT FOR

Closed Circuit Sewer Televising Services

Full Name of Contractor National Power Rodding Corp. ("Contractor")
Principal Office Address 2500 W. Arthington St, Chicago, IL 60612
Local Office Address 2500 W. Arthington St, Chicago, IL 60612
Contact Person Reid Ruprecht Telephone Number 312-666-7700

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

Contractor warrants and represents that Contractor 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 which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Contractor proposes and agrees that Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract 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 **Village Custodial Services**.

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 Contractor 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, Contractor proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachments A and B)**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Contractor 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, Contractor proposes and agrees that Contractor 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 Contractor's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Contractor with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Contractor's expense and risk.

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the ***Village will not pay more than the unit prices as outlined in 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 Contractor, 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 Contractor to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Contractor proposes and agrees that Contractor shall commence the Work within 10 days after Owner's acceptance of the Contract provided Contractor shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Contractor proposes and agrees that Contractor shall perform the Work diligently and continuously and shall commence the Work on or around April 3, 2025 with a termination date as specified in Attachment B. In the event this contract is renewed as outlined in Attachment B, each renewal period shall be for approximately one year and terminate at the conclusion of said year.

4. Financial Assurance

A. Bonds. Contractor shall furnish such bonds as required in Attachment B.

B. Insurance. If this Contract is accepted, Contractor proposes and agrees that Contractor 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 Contractor's duty to carry adequate insurance or on Contractor'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.

5. Conflict Between Documents: In the event of a conflict between the minimum insurance coverage limits required between this Contract and Attachment B, the minimum coverage limit shall be the highest amount required by either document.

C. Indemnification. If this Contract is accepted, Contractor proposes and agrees that Contractor 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 Contractor's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

5. 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 Contractor's contract proposal is opened.

6. Contractor's Representations and Warranties

To induce Owner to accept this Contract, Contractor 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. Contractor, 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 Contractor'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 Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to

time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

D. Not Barred. Contractor 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. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

7. Acknowledgements

In submitting this Contract, Contractor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Contractor 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 Contractors.

C. Acceptance. If this Contract is accepted, Contractor 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 Contractor; 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 Contractor, 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 Contractor 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 Contractor except upon the prior written consent of Owner.

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

Dated: _____, 20____.

Contractor's Status: () _____ Corporation () _____ Partnership ()
Individual Proprietor (State) (State)

Contractor's Name:

Doing Business As (if different):

Signature of Contractor or Authorized Agent:

(corporate seal) Printed Name: _____
(if corporation)

Title/Position: _____

Contractor's Business Address:

Contractor's Business Telephone: _____ Facsimile:

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

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

- 1. Incorporation of All Existing Terms and Conditions:** This contract fully incorporates all terms, conditions and other miscellaneous requirements and provisions as outlined in original joint bid and contract attached as Attachment B except as otherwise modified in the Village's Contract and these Specifications.
- 2. Pricing:** Unit pricing shall be as outlined in the pricing matrix attached with Attachment B.
- 3. Quantities:** At the beginning of each year of this agreement (or at the start of each renewal as applicable), the Owner shall provide its estimated quantities to the Contractor for the purposes of planning. As outlined in the General Terms and Conditions of Attachment B (Section 15), the quantities indicated in the Attachment are estimated quantities only. The Owner does not guarantee any specific amount of quantities and may add or delete quantities at its sole discretion. In the event no funding is appropriated for this contract, the Owner may elect to terminate it at its sole discretion.

ATTACHMENT B

REQUEST FOR BIDS

RFB # 250010

BID DOCUMENTS AND SPECIFICATIONS

SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

**GLENVIEW, GOLF, WINNETKA, AND
KENILWORTH**

VILLAGE OF GLENVIEW
2500 EAST LAKE AVENUE
GLENVIEW, IL 60026
(847) 724-1700

LEGAL NOTICE

Official notice is hereby given that the Village will receive bids electronically via DemandStar until 2:00 p.m. local time on March 5, 2025. The bid opening will be held virtually via Teams. Please use the following information to join the bid opening via Teams on March 5, 2025 at 2:00 p.m. local time:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 292 160 328 063

Passcode: QZ99Di7u

Dial in by phone

[+1 872-240-8966](#), [973986956#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 973 986 956#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

RFB NO: 250010

RFB ON: SANITARY AND STORM SEWER CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION FOR THE MUNICIPALITIES OF GLENVIEW, GOLF, WINNETKA, AND KENILWORTH

Scope of work will include furnishing all necessary labor, materials, and equipment for closed circuit television (CCTV) inspections of storm and sanitary sewers as determined by the Agencies.

Plans, specifications, and bid forms may be obtained through DemandStar, the Village's purchasing website (<https://www.glenview.il.us/government/Pages/Purchasing.aspx>). Plans, specifications, and bid forms will be provided electronically.

All bids shall be accompanied by a Bid Bond for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid. **A scanned copy of the bid bond must be included in the pdf file submission.**

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq) if applicable.

Offers may not be withdrawn for ninety (90) days after closing date without the consent of the Agencies.

Any Bid submitted unsealed, unsigned, via fax, via email or received subsequent to the aforementioned date and time, may be disqualified and returned to the Bidder.

The Agencies reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Agencies.

Dated: February 18, 2025
Zhanna Badasyan
Purchasing Agent



Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

SUBMISSION INFORMATION

INVITATION: #250010
BID OPENING DATE: March 5, 2025
TIME: 2:00 P.M. Local Time
LOCATION: Teams

COPIES: One (1) original electronic PDF

REQUEST FOR BID INFORMATION

Company Name: National Power Rodding Corp.
Address: 2500 W Arthington St.
City, State, Zip Code: Chicago, IL 60612

Sanitary and Storm Sewer Closed Circuit Television (CCTV) Inspection
per the specifications identified herein

I. BASE BID

a. Year 1 (2025)

Item No.	Item Description	Estimated Quantities* (All Agencies)	Unit of Measure	Unit Price	Extended Price
1.	CCTV Inspection of Storm Sewers (6" to 42")	5,000	LF	\$ 2.50	\$ 12,500.00
2.	CCTV Inspection of Sanitary Sewers (8" to 12") with Concurrent Dyed-water Flooding	7,000	LF	\$ 4.00	\$ 28,000.00
3.	CCTV Inspection of Sanitary Sewers (15" to 18") with Concurrent Dyed-water Flooding	1,500	LF	\$ 4.00	\$ 6,000.00
4.	CCTV Inspection of Sanitary Sewers (8" to 12") (no dyed-water flooding)	129,620	LF	\$ 1.25	\$ 162,025.00
5.	CCTV Inspection of Sanitary Sewers (15" to 18") (no dyed-water flooding)	3,450	LF	\$ 2.00	\$ 6,900.00
6.	CCTV Inspection of Sanitary Sewers (21" to 30") (no dyed-water flooding)	1,250	LF	\$ 3.00	\$ 3,750.00
7.	CCTV Inspection of Sanitary Sewers (36" to 60") (no dyed-water flooding)	1,500	LF	\$ 5.00	\$ 7,500.00
8.	Sewer Condition Evaluation	102,000	LF	\$ 0.35	\$ 35,700.00
TOTAL BASE BID, YEAR 1 (2025)					\$ 262,375.00

b. Year 2 (2026)

Item No.	Item Description	Estimated Quantities* (All Agencies)	Unit of Measure	Unit Price	Extended Price
1.	CCTV Inspection of Storm Sewers (6" to 42")	5,000	LF	\$ <u>3.00</u>	\$ <u>15,000.00</u>
2.	CCTV Inspection of Sanitary Sewers (8" to 12") with Concurrent Dyed-water Flooding	7,000	LF	\$ <u>5.00</u>	\$ <u>35,000.00</u>
3.	CCTV Inspection of Sanitary Sewers (15" to 18") with Concurrent Dyed-water Flooding	1,500	LF	\$ <u>5.00</u>	\$ <u>7,500.00</u>
4.	CCTV Inspection of Sanitary Sewers (8" to 12") (no dyed-water flooding)	129,620	LF	\$ <u>1.35</u>	\$ <u>174,987.00</u>
5.	CCTV Inspection of Sanitary Sewers (15" to 18") (no dyed-water flooding)	3,450	LF	\$ <u>2.00</u>	\$ <u>6,900.00</u>
6.	CCTV Inspection of Sanitary Sewers (21" to 30") (no dyed-water flooding)	1,250	LF	\$ <u>3.50</u>	\$ <u>4,375.00</u>
7.	CCTV Inspection of Sanitary Sewers (36" to 60") (no dyed dyed-water flooding)	1,500	LF	\$ <u>5.00</u>	\$ <u>7,500.00</u>
8.	Sewer Condition Evaluation	102,000	LF	\$ <u>0.45</u>	\$ <u>45,900.00</u>
TOTAL BASE BID, YEAR 2 (2026)					\$ <u>297,162.00</u>

c. Year 3 (2027)

Item No.	Item Description	Estimated Quantities* (All Agencies)	Unit of Measure	Unit Price	Extended Price
1.	CCTV Inspection of Storm Sewers (6" to 42")	5,000	LF	\$ 3.50	\$ 17,500.00
2.	CCTV Inspection of Sanitary Sewers (8" to 12") with Concurrent Dyed-water Flooding	7,000	LF	\$ 5.00	\$ 35,000.00
3.	CCTV Inspection of Sanitary Sewers (15" to 18") with Concurrent Dyed-water Flooding	1,500	LF	\$ 5.00	\$ 7,500.00
4.	CCTV Inspection of Sanitary Sewers (8" to 12") (no dyed-water flooding)	129,620	LF	\$ 1.50	\$ 194,430.00
5.	CCTV Inspection of Sanitary Sewers (15" to 18") (no dyed-water flooding)	3,450	LF	\$ 2.50	\$ 8,625.00
6.	CCTV Inspection of Sanitary Sewers (21" to 30") (no dyed-water flooding)	1,250	LF	\$ 4.00	\$ 5,000.00
7.	CCTV Inspection of Sanitary Sewers (36" to 60") (no dyed dyed-water flooding)	1,500	LF	\$ 5.00	\$ 7,500.00
8.	Sewer Condition Evaluation	102,000	LF	\$ 0.50	\$ 51,000.00
TOTAL BASE BID, YEAR 3 (2027)				\$ 326,555.00	

*The estimated quantities listed in the bid table are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all Agencies participating in this bid even if no estimated quantity is listed for that Agency.

See Estimated Quantities Table in the Technical Specifications for estimated quantities for each Agency.

TOTAL BASE BID AMOUNT (YEARS 1-3) \$ 886,092.00

II. SUPPLEMENTAL UNIT PRICES

a. Year 1 (2025)

Item No.	Item Description	Unit of measure	Unit Price
1.	CCTV Inspection of Storm Sewers (48" to 72")	LF	\$ <u>10.00</u>
2.	CCTV Inspection of Sanitary Sewers (21" to 30") with Concurrent Dyed-water Flooding	LF	\$ <u>25.00</u>
3.	CCTV Inspection of Sanitary Sewers (6") (no dyed-water flooding)	LF	\$ <u>10.00</u>
4.	Root Cutting (8" to 12")	LF	\$ <u>5.00</u>
5.	Root Cutting (15" to 18")	LF	\$ <u>5.00</u>
6.	Root Cutting (21" to 30")	LF	\$ <u>25.00</u>
7.	Heaving Cleaning	CREW HRS	\$ <u>1,000.00</u>
8.	Emergency CCTV Inspection (no dyed-water flooding) Sanitary or Storm Sewer (8" to 42")	CREW HRS	\$ <u>1,500.00</u>

b. Year 2 (2026)

Item No.	Item Description	Unit of measure	Unit Price
1.	CCTV Inspection of Storm Sewers (48" to 72")	LF	\$ <u>10.00</u>
2.	CCTV Inspection of Sanitary Sewers (21" to 30") with Concurrent Dyed-water Flooding	LF	\$ <u>25.00</u>
3.	CCTV Inspection of Sanitary Sewers (6") (no dyed-water flooding)	LF	\$ <u>10.00</u>
4.	Root Cutting (8" to 12")	LF	\$ <u>5.00</u>
5.	Root Cutting (15" to 18")	LF	\$ <u>5.00</u>
6.	Root Cutting (21" to 30")	LF	\$ <u>25.00</u>
7.	Heaving Cleaning	CREW HRS	\$ <u>1,000.00</u>
8.	Emergency CCTV Inspection (no dyed-water flooding) Sanitary or Storm Sewer (8" to 42")	CREW HRS	\$ <u>1,500.00</u>

c. Year 3 (2027)

Item No.	Item Description	Unit of measure	Unit Price
1.	CCTV Inspection of Storm Sewers (48" to 72")	LF	\$ <u>10.00</u>
2.	CCTV Inspection of Sanitary Sewers (21" to 30") with Concurrent Dyed-water Flooding	LF	\$ <u>25.00</u>
3.	CCTV Inspection of Sanitary Sewers (6") (no dyed-water flooding)	LF	\$ <u>10.00</u>
4.	Root Cutting (8" to 12")	LF	\$ <u>5.00</u>
5.	Root Cutting (15" to 18")	LF	\$ <u>5.00</u>
6.	Root Cutting (21" to 30")	LF	\$ <u>25.00</u>
7.	Heaving Cleaning	CREW HRS	\$ <u>1,000.00</u>
8.	Emergency CCTV Inspection (no dyed-water flooding) Sanitary or Storm Sewer (8" to 42")	CREW HRS	\$ <u>1,500.00</u>

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids electronically through DemandStar ONLY. Any bid not submitted electronically via DemandStar may be rejected as non-responsive.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they are not barred from bidding on this contract as amended. I am solicitation and agree to furnish at the prices shown any or all of the items above, I have read all the provisions of this solicitation shall not be cause to alter any resulting bid. The bidder hereby certifies that they are not barred from bidding on this contract as amended.

Authorized Signature

Name: National Power Rodding Corp.

Typed/Printed Name: William T. Kreidler

Date: March 5, 2025

Title: President

Telephone Number: 312-666-7700

E-mail office@nationalpowerrodding.com

Fax Number: 312-666-0748

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: *** SEE ATTACHED ***

Address:

City, State, Zip Code:

Contact Person/

Telephone Number:

Dates of Service/Award

Amount:

Municipality:

Address:

City, State, Zip Code:

Contact Person/Telephone

Number:

Dates of Service/Award

Amount:

Agency:

Address:

City, State, Zip Code:

Contact Person/

Telephone Number:

Dates of Service/Award

Amount:

Agency:

Address:

City, State, Zip Code:

Contact Person/

Telephone Number:

Dates of Service/Award

Amount:

Agency:

Address:

City, State, Zip Code:

Contact Person/

Telephone Number:

Dates of Service/Award

Amount:

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

William T. Kreidler, being first duly sworn,
deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of National Power Rodding Corp.
(Contractor)

The party making the foregoing bid or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.

(Name of Bidder if the Bidder is an individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation) William T. Kreidler, President

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 5th day of March, 2025



Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

William T. Kreidler, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Glenview.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation) William T. Kreidler, President

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 5th day of March, 2025



Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

William T. Kreidler, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of National Power Rodding Corp.
(Contractor)

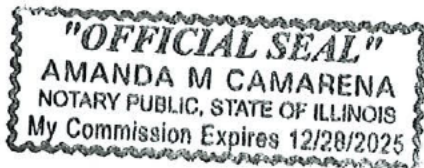
The individual or entity making the foregoing bid or bid certifies that he is not barred from contracting with the Village of Glenview because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and recover all amounts paid to the individual or entity

[Redacted]
Name of Bidder if the Bidder is an Individual)
Name of Partner if the Bidder is a Partnership)
Name of Officer if the Bidder is a Corporation)

William T. Kreidler, President

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 5th day of March, 2025



[Redacted]
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: N/A # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

William T. Kreidler, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is President
(Partner, Officer, Owner, Etc.)

of National Power Rodding Corp.
(Contractor)

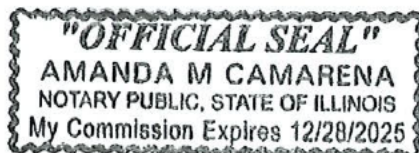
The individual or entity making the foregoing Bid or quotation certifies that the Contractor or SubContractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or SubContractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

(Name of Quoter if the Quoter is an Individual)
(Name of Partner if the Quoter is a Partnership)
(Name of Officer if the Quoter is a Corporation)

William T. Kreidler, President

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 5th day of March, 2025



Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

National Power Rodding Corp.
2500 W. Arthington Street
Chicago, IL 60612

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address):

Village of Glenview
2500 East Lake Ave.
Glenview, IL 60026

BOND AMOUNT: five percent of total bid

(5%)

PROJECT:

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

Sanitary and Storm Sewer Closed Circuit Television (CCTV) Inspection

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

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

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

Signed and sealed this 5th day of March 2025

(Witness) Reid W. Ruprecht, Vice President

(Title) William T. Kreidler, President

Travelers Casualty and Surety Company of America
(Surety) (Seal)

(Witness) Lauren A. Ruiz

(Title) Peter S. Forker, Attorney-in-Fact

The Company executing this bond certifies that this document conforms to American Institute of Architects Document A310, 2010 Edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of March, 2025.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

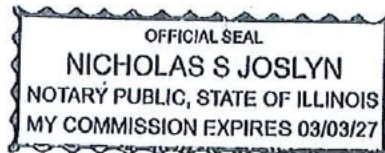
ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 5th day of March, 2025, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Travelers Casualty and Surety Company of America, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.


Notary Public in the State of Illinois
County of Cook



PROJECT SPECIFICATIONS

1. INTENT

It is the intent of the Village of Glenview ("Glenview"), the Village of Kenilworth ("Kenilworth"), Village of Golf ("Golf"), and Village of Winnetka ("Winnetka") and hereafter referred to as "Municipalities", to jointly bid the Closed Circuit Television (CCTV) inspection of both sanitary and storm sewers for the purpose of determining the structural condition of the sewers and to determine the locations and quantity of clear water entering the sanitary sewers by concurrent dyed-water flooding of adjacent storm sewers.

Through this joint bid process, the Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Agencies via lower pricing. The Village of Glenview is conducting the bidding process on behalf of the Agencies. Each City and Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/.01 et seq.).

2. BID PRICE

The Contractor shall provide pricing on the Bid Form included in this Request for Bids ("RFB") per the Specifications identified herein. The Contractor shall offer pricing for all of the items included on the Bid Form. The Bid Form includes base bid items and additional items for which the Agencies are requesting supplemental unit prices. As of this date, the Agencies cannot offer estimated quantities for the supplemental items. The supplemental unit prices will be utilized if a municipality later determines items are needed.

3. AWARD

The Contract award will be based on the Total Base Bid Amount for all three (3) years. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Agencies reserve the right to award in part, in whole, not to award any portion of the bid, or to award to multiple contractors, whatever is deemed to be in the best interest of the Agencies.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the Agencies.

4. TERM

The Agreement shall be in effect for three (3) years from date of award. The Agencies reserve the right to renew the Agreement for three (3) additional one (1) year terms, subject to acceptable performance by the Contractor. At the end of any contract term, the Agencies reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

Actual compensation to the Contractor shall be based upon the actual quantities multiplied by the unit prices for each item.

5. ESCALATION

Written requests for price revisions after the initial term shall be submitted at least ninety (90) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit and pursuant to

the CPI-All Urban Consumers, Chicago or 2% whichever is less. CPI will be based upon the average of the previous twelve months, non-seasonal adjusted.

The Agencies reserve the right to reject a proposed price increase and terminate the agreement.

6. **SCOPE OF SERVICES**

Please see pages 11-20 of this document to view the Scope of Work.

7. **INVOICES AND PAYMENTS**

The Contractor shall submit invoices to each municipality detailing the services provided on a monthly basis. All services shall be invoiced based on unit pricing and quantities used. The Municipality shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Glenview
Public Works Department
Keith Shrake
2498 East Lake Avenue
Glenview, IL 60026

Village of Golf
Sarah Ann Ronan
625 Forest Edge Drive
Vernon Hills, IL 60061

Village of Winnetka
Public Works Department
Erik Jensen
1390 Willow Road
Winnetka, IL 60093

Village of Kenilworth
Public Works Department
Donald Leicht
347 Ivory Court
Kenilworth, IL 60043

8. **CALENDAR OF EVENTS (TENTATIVE AND SUBJECT TO CHANGE)**

DATE	ACTIVITY
February 18, 2025	Bid sent to potential bidders and advertised on the Village's website and DemandStar.
February 24, 2025	Last day to submit questions and requests for clarification.
February 27, 2025	Addendum issued if necessary
March 5, 2025	Deadline for Bid Submission. One (1) electronic PDF of the completed/signed bid by March 5, 2025 before 2:00 P.M. CST, to DemandStar. Please see the attached instructions on How to Register in DemandStar, How to Respond to an Electronic Bid in DemandStar, and How to Search for Bids in DemandStar.
TBD	Recommendation to the Village Board of Trustees
TBD	Implementation Date

9. **ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, please submit questions via email to: purchasing@glenview.il.us. Questions are required no later than 4:30 P.M. on February 24, 2025.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Glenview to All Bidders. No interpretation of the meaning of the plans, specifications or other contract

documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Agencies recognize that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Agencies will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

SCOPE OF SERVICES

1. **SCOPE OF WORK**

The work consists of internal closed circuit television (CCTV) inspection of both sanitary and storm sewers, including preparatory cleaning, disposal of debris, bypass pumping, traffic control, and completion and submittal of inspection logs. The work also includes dyed-water flooding of storm sewers parallel to and/or crossing the sanitary sewers, concurrent with the CCTV inspection of the sanitary sewers.

2. **PROJECT SUBMITTALS**

The Contractor is required to submit the Material safety data sheet (MSDS) for dye to be used in the dyed-water flooding to each Agency's Director of Public Works or his/her designee prior to initiation of the work. The contractor shall maintain a copy of the MSDS onsite at all times during dyed-water flooding activities.

3. **MATERIALS & SERVICES TO BE PROVIDED BY THE AGENCIES**

3.1 Water and Water Meter – Each Municipality shall furnish water for sewer cleaning and dyed-water flooding at no cost to the contractor. Water shall be obtained from hydrants designated by each Agency's Director of Public Works or his/her designee and only through a meter obtained from the Agency. There is a refundable deposit (up to \$1500 as determined by each Municipality) required for each meter. The meter deposit costs are subject to change. Meters shall only be used within the Agency from which they are obtained. The Contractor shall not use a Municipality's meter to meter water in any other Municipality.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Municipality's Public Works Director or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Owner's projects and shall not be used by the contractor for outside work.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from Municipal hydrants.

3.2 Sewer Atlases – Each Municipality shall furnish the contractor with one (1) copy of the storm and/or sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area.

4. **TECHNICAL SPECIFICATIONS**

The contractor shall provide CCTV inspection of the entire sewer segment (manhole to manhole), utilizing equipment specifically designed for sewer inspection. The contractor shall provide preparatory cleaning of the entire sewer section before conducting the CCTV inspection, as specified herein. The contractor shall provide dyed-water flooding of storm sewers adjacent to and/or crossing the sanitary sewers being televised. The contractors shall provide all necessary labor, tools, materials, equipment and appurtenances to complete the preparatory cleaning, dyed-water flooding, and CCTV inspection to obtain a clear video of the sewer interior.

The contractor shall provide and maintain all necessary signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements of the agency having jurisdiction over the right-of-way.

4.1 Preparatory Cleaning

4.1.1 General – Provide preparatory cleaning of all sanitary and storm sewers to be inspected via CCTV inspection. Light cleaning shall be completed for all lines. Heavy cleaning shall be completed as directed and approved by the Director of Public Works or his/her designee.

4.1.2 Equipment – Provide equipment specifically designed for sewer cleaning as specified

herein. Provide High-Velocity Jet (Hydrocleaning) equipment with 2 or more nozzles capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be inspected. Provide equipment capable of producing 2,000 psi at 65 gallons per minute (gpm) for light cleaning. Provide higher capacity cleaning equipment for large diameter pipes and for heavy cleaning.

Provide a root cutter as needed for root removal for pipe sizes from 8 inches through 30 inches in diameter.

For heavy cleaning, utilize equipment acceptable to the Municipality Public Works Director or his/her designee, which may include power rodding or bucket equipment equipped with root cutter, sand nozzles, root saws or expandable cutters. Equipment shall be belt-driven or shall be equipped with an overload device. Direct-drive equipment that could cause damage to the sewers shall not be used.

Care should be taken to protect sewer lines from damage from either high-velocity jet cleaning or heavy cleaning. Damage to sewers, equipment or appurtenances are the responsibility of the Contractor and any repairs shall be performed at no additional cost to the Agencies.\

The contractor is required to provide iPads/tablets to have access to the local electronic mapping system.

4.1.3 Execution

Light Cleaning – Provide preparatory cleaning of the sewer section to permit unobstructed passage of the CCTV camera and clean enough for the camera to identify structural defects, misalignments, service lateral connections, and points of infiltration to the satisfaction of the Public Works Director or his/her designee. Perform a cleaning with high-velocity jet consisting of up to three passes or flushes of the entire sewer section, if necessary, to allow adequate viewing of the pipe for the purpose of proper condition assessment. Limit pullback speed to no more than one foot per second, and utilize a maximum pressure of 1200 pounds per square inch (psi). Remove roots as needed to allow for unobstructed passage of the televising equipment. Light cleaning is incidental to the CCTV inspection of sanitary and storm sewers.

Root Cutting – Perform root cutting, as directed by the Agencies Public Works Director or his/her designee when the televising camera is unable to pass through the pipe or adequately inspect the pipe due to excessive root intrusion.

Heavy Cleaning – Perform additional cleaning (heavy cleaning), as directed by the Municipality's Public Works Director or his/her designee when the initial three passes of the jetting equipment and/or root cutting are not effective. Heavy cleaning can include, but not be limited to, additional passes or flushes of the entire sewer section with the high-velocity jet, power rodding, or bucket equipment.

The contractor shall take all precautions necessary during all cleaning operations to protect the sewer lines and to prevent water from being forced back up service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Municipality.

4.1.4 Disposal of Material – The contractor shall remove all sludge, dirt, roots, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. The contractor shall not allow material cleaned from one manhole section to pass into another manhole section as this can result in line stoppages, accumulation of material in wet wells, or damage to pumping equipment.

All material removed during cleaning shall be removed from the site at the end of each work day and disposed of by the contractor in a manner acceptable to the Public Works Director or his/her designee. Storage of material on site or within the sewer system is not allowed.

4.1.5 Deliverables – The contractor shall keep a log of cleaning operations, including for each sewer the date it was cleaned, which cleaning method was utilized, type and approximate quantity of material removed. This information shall be provided to each Municipality at the end of each work week.

Winnetka: The file name for each televising video file shall exactly match the Village GIS Pipe ID naming convention for the pipe segment that is televised in that file. Example Pipe ID for Winnetka: T-13_T-12, would be the GIS Pipe ID for pipe from node T-13 to T-12. The Contractor shall provide an explanation for each pipe segment that is requested to be televised but not actually televised.

4.2 Dyed-Water Flooding of Storm Sewers

4.2.1 General – Provide all labor, material, tools, equipment and appurtenances necessary to safely isolate storm sewers (and ditches, where present) and to flood with dyed-water without damage to the sewers; including but not limited to, plugs, hoses, non-toxic dye, compressors, chains, ropes, guides, installation equipment, etc. All storm sewers which cross or are parallel to sanitary sewers shall be flooded with dyed- water prior to the CCTV inspection of the sanitary sewer.

4.2.2 Equipment – Provide equipment designed and constructed specifically for dyed-water flooding.

4.2.3 Dye – The contractor shall utilize only non-toxic dye for dyed-water flooding, such as Uranine or Fluorescein.

4.2.4 Execution – Isolate each storm sewer to be flooded with dyed-water with inflatable plugs. Water from nearby hydrants (as designated by the Director of Public Works or his/her designee) shall be colored using the non-toxic dye and used to fill the isolated storm sewers. The isolated storm sewers shall be completely filled prior to conducting CCTV inspection of the adjacent sanitary sewers. The contractor shall maintain the dyed-water level in the storm sewers for the duration of the CCTV inspection, adding additional dyed-water as necessary.

After the storm sewer has been filled, the contractor shall wait 15 minutes or until dyed-water appears in the downstream sanitary manhole (whichever is shorter) prior to beginning the CCTV inspection.

The contractor shall take all precautions necessary during all dye-water flooding to protect the sewer lines and to prevent water from being forced back up service laterals. The contractor is responsible for completing all necessary cleanup and restoration required as the result of backups or flooding onto/into public or private property at no additional cost to the Municipality.

4.3 Closed-Circuit Television (CCTV) Inspection

4.3.1 General – Provide all labor, material, tools, equipment and appurtenances necessary to provide closed circuit television (CCTV) and audio-video recording of the internal inspection of sanitary and storm sewers at a picture quality to the satisfaction of the Director of Public Works or his/her designee.

4.3.2 Equipment – The contractor shall utilize a digital color television camera designed and constructed for sewer inspection with the following capabilities:

- a. High-resolution color-chip camera and monitor capable of producing a minimum of 650 lines of resolution.
- b. Adjustable directional lighting sufficient to allow a clear picture of the entire periphery of the pipe.
- c. Auxiliary lighting for sewers larger than 12-inch diameter.

- d. Operable in 100 percent humidity conditions.
- e. A 360 degree radial by 270 degree pan-and-tilt viewing field.
- f. Remote or manually operated.
- g. Electronic footage counters accurate to less than 1 percent error over the length of each pipe segment.
- h. Able to be equipped with skids or floatation device where necessary to position the camera in the center of the pipe for all diameter sewers being televised.
- i. Able to provide a lateral launch camera on an as-needed basis.

The contractor shall utilize a total audio-video recording system and procedures as required to produce a high-quality digital video and audio production of bright, sharp, clear pictures with accurate color, free from distortion. The audio portion shall have proper volume and clarity and shall be free from distortion. The contractor shall record inspections electronically and create DVDs directly from digital content without an intermediate analog conversion.

4.3.3 Execution

- a. Prior to conducting any CCTV inspection, complete preparatory cleaning and dyed-water flooding (where storm sewers cross or run parallel to sanitary sewers to be inspected) as specified herein.
- b. Provide a complete inspection of the entire length of sewer, including both upstream and downstream manholes; panning as needed to see all areas of the sewer and manholes.
- c. Utilize blowers, fans or other means to force out steam from the sewers as needed to provide a clear image of the pipe condition.
- d. Conduct the inspections with the flow of sewage from upstream to downstream manhole ("forward setup"). "Reverse setups" (from downstream to upstream manhole) shall only be allowed if a forward setup is not possible (e.g. upstream manhole is not accessible) or if the forward setup could not be completed due to an obstruction in the sewer. The cost to reset the televising equipment for a reverse setup is incidental to the contract.
- e. All inspections shall begin at the center of the beginning manhole and conclude at the center of the ending manhole.
- f. Move the camera at a speed no greater than 30 feet per minute, stopping at all defects and points of infiltration. Pan as necessary to permit proper documentation of the sewer's condition.
- g. Stop at all service connections, pan and look up service, and note items such as type of connection, presence of plugs, leaks, type of material, and any structural damage. Adjust focus and lighting as needed to obtain a bright, clear view of the connection and service pipe. Position the camera to view as far up the service connection as possible.
- h. Stop televising if camera becomes submerged due to significant sag or high flows. Use high- pressure jetting or other means to lower water level to a point below the camera. Provide temporary plugs and/or bypass pumping if necessary and as approved by the Director of Public Works or his/her designee.
- i. The contractor may complete multiple sewer runs from a single setup, however each sewer segment (manhole to manhole) must have a discrete CCTV inspection video and inspection log.
- j. Stop camera and pan and look up in all manholes.

4.3.4 Deliverables – The contractor shall provide the following to each Municipality:

- a. One (1) set of DVDs with the following:
 - i. Inspection Videos
 - ii. Computer generated inspection logs
- b. Hard-copies bound in "D-ring" type binder of:

- i. Computer generated inspection logs
 - ii. Review logs (if required)
- c. One (1) USB Flash Drive or portable external hard with the **all** the following:
 - i. Inspection videos
 - ii. Computer generated inspections logs
 - iii. Review logs (if required).
- d. Field mark-up of any clarifications to the sewer system configuration as shown on the Municipality's atlases, including but not limited to incorrectly shown connections between structures, pipes or manholes not shown on the atlases, sewers shown in the wrong location, etc.
- e. Videos shall include the following (at a minimum):
 - i. Verbal commentary of the sewer inspection for the entire length of inspection.
 - ii. Verbal explanation of the current date, project name, and Municipality at the start of each segment.
 - iii. Information superimposed on video signal at beginning of each video including general location, manhole segment, direction of viewing, and beginning footage count
 - iv. Footage counter and manhole segment appearing throughout the entire video recording.
 - v. Audio track, video, and inspection log shall all match.
- f. Video File Requirements:
 - i. Digital format of .mpg, .avi or other file supported by Microsoft Media Player
 - ii. PipeTech or Visual Pipe software, if required by Municipality.
 - iii. Each Municipality shall come to an agreed upon file format with contractor at the preconstruction meeting or prior to work commencing.
 - iv. If file format is not compatible with the Agencies video equipment, contractor will be responsible for converting to supported file at no additional cost to the Municipality.
- g. Computer generated inspection log should be completed in the field and include the following information (at a minimum):
 - i. Municipality Name
 - ii. Project Name
 - iii. Location of sewer line including street name and nearest address to upstream manhole
 - iv. Inspector's name
 - v. Date
 - vi. Upstream and Downstream Manhole IDs
 - vii. Direction of flow
 - viii. Direction of inspection
 - ix. Depth from rim to invert at the upstream and downstream manholes
 - x. Pipe size, type/material, joint spacing, and total length
 - xi. Surface weather conditions
 - xii. Photographs of specific severe defects and a representative sample of overall pipe condition
 - xiii. Manhole construction material
 - xiv. Documented footage (from starting manhole) and clock orientation of all pipe defects, changes in pipe material, infiltration sources (including estimated flow rates in gallons per minute), service connections, root intrusion, mineral deposits, obstructions, protruding laterals, grease accumulation, back-pitched sections, off- set joints and any other abnormal conditions.
- h. DVDs shall include the include the following:

- i. Professionally labeled.
 - ii. Municipality name
 - iii. Project Name
 - iv. Unique DVD ID Number
 - v. Storm sewer and sanitary sewers shall be recorded on separate DVDs.
- i. “D-ring” Binder shall have the following:
 - i. Front Cover with Municipality name, project title / type of sewer televised, contractor name and contact information, year televising was performed, and volume (if applicable).
 - ii. Tab inserts to separate each DVDs inspection logs
 - iii. Table of contents for each DVD with file name, page number, street name, manhole start, manhole stop, pipe size, section length, date televised, sewer type, and DVD ID Number.

4.4 Sewer Condition Evaluation

4.4.1 General – The contractor shall review each CCTV video inspection and log for both sanitary and storm sewers, identify deficiencies in the sewers and manholes in need of repair, and recommend sewer rehabilitation to correct each identified deficiency. The contractor shall provide a sewer repair specialist experienced in CCTV inspection review to identify deficiencies and familiar with modern sewer repair technologies, including but not limited to all forms of in-situ repairs (cured-in-place lining, slip-lining, chemical grout, cementations grout, etc.) and excavation repairs for both sewers and manholes.

4.4.2 Execution

- a. CCTV video inspection footage must be reviewed to complete the evaluation. Preparing evaluations based solely on the written inspection log is not allowed.
- b. Prior to conducting any review of the inspections, the Contractor’s sewer repair specialist shall meet with the Public Works Director or his/her designee to become familiar with the Municipality’s forms, abbreviations to be used on the forms, and sewer repair strategies.
- c. The contractor shall complete a “Sewer Footage Review” form (**page 19**) for each CCTV inspection reviewed (manhole to manhole). Each review shall identify all service connections, deficiencies requiring repair, and the footages from the upstream manhole to each. Each form must be filled out completely. Partially filled out forms will be rejected. The contractor may use multiple forms for each CCTV inspection if needed, however only one inspection will be allowed on a form.
- d. The contractor shall complete a “Sewer Repair” form (**page 20**) for each discrete repair required for the deficiencies identified on the “Sewer Footage Review” form. A discrete repair may include cured-in-place lining, removal and replacement of one or more sections of sewer, service lateral repair, etc. The contractor should be aware that a single manhole-to- manhole sewer segment may include multiple discrete repairs; therefore requiring more than one “Sewer Repair” form. Each form must be filled out completely. Partially filled out forms will be rejected.

4.4.3 Deliverables – The contractor shall provide the Municipality with one copy of each “Sewer Footage Review” and “Sewer Repair” form. Forms shall be bound in packets corresponding to each CCTV inspection DVD.

5. SCHEDULING OF WORK

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Municipality to Schedule the work. Sanitary Sewer CCTV inspection with concurrent dyed-water flooding of storm sewers must be completed between June 1st and August 31st of each year. All field work shall be completed prior to October 31st of each year and all final deliverables shall be provided

prior to November 18th of each year, unless otherwise agreed to by a Municipality or as specified below for individual Agencies.

- 5a. **Village of Winnetka:** Field work shall be completed by November 1st of each year and all deliverables shall be submitted by November 30th of each year
- 5b. **Village of Kenilworth:** All work including field work and submittal of deliverables shall be completed by September 1st of each year.
- 5d.: **Village of Golf:** Field work shall be completed by November 1st of each year and all deliverables shall be submitted by November 30th of each year.

The contractor shall arrange and schedule work so as to minimize the disruption of traffic and access to property.

6. EMERGENCY RESPONSE

In the event of an emergency, a Municipality may request CCTV inspection services from the Contractor. The Contractor shall respond, be on-site with all needed materials, equipment, and labor, and complete the work within 24 hours of the request.

7. MEASUREMENT OF PAYMENT

- 7.1 CCTV Inspection of Storm Sewers (6" to 42") – This item includes the CCTV inspection of storm sewers ranging in size from 6 to 42 inches in diameter, including preparatory light cleaning and preparation and delivery of cleaning operations log, DVDs and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment. The contractor will not be paid for redundant or overlapping CCTV inspections.
 - a. CCTV Inspection of Storm Sewers (48" to 72") – This item includes the CCTV inspection of storm sewers ranging in size from 48 to 72 inches in diameter, including preparatory light cleaning and preparation and delivery of cleaning operations log, DVDs and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment. The contractor will not be paid for redundant or overlapping CCTV inspections.
- 7.2 CCTV Inspection of Sanitary Sewers (various size ranges) with Concurrent Dyed-water Flooding – This item includes the CCTV inspection of sanitary sewers ranging in size from 8 to 30 inches in diameter, including preparatory light cleaning, concurrent dyed-water flooding of storm sewers (and ditches, where present) crossing or parallel to the sanitary sewer, and preparation and delivery cleaning operations log, DVDs and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment for the size range indicated. The contractor will not be paid for redundant or overlapping CCTV inspections.
- 7.3 CCTV Inspection of Sanitary Sewers (various size ranges) (no dyed-water flooding) – This item includes the CCTV inspection of separate sanitary sewers or combine sewers ranging in size from 6 to 30 inches in diameter, including preparatory light cleaning and preparation and delivery of cleaning operations log, DVDs and inspection logs. This item will be measured in linear feet of completed, unique CCTV inspection along the centerline of each sewer segment for the size range indicated. The contractor will not be paid for redundant or overlapping CCTV inspections.
- 7.4 Heavy Cleaning – This item includes heavy cleaning of the sewer as specified and at the direction and prior written approval of the Director of Public Works or his/her designee. This item will be measured in crew hours on site when heavy cleaning was successfully performed.

7.5 Root Cutting – This item includes root cutting as specified and at the direction and prior written approval of the Director of Public Works or his/her designee. This item will be measured in linear feet, for the sewer size range indicated, where root cutting was successfully performed.

7.6 Emergency CCTV Inspection (no dyed-water flooding) Sanitary or Storm Sewer (all pipe sizes – This item includes the CCTV inspection of sanitary and/or storm sewers ranging in size from 8 to 42 inches in diameter, including preparatory light cleaning and preparation, delivery of DVDs and inspection logs within the 24-hour emergency response time frame. This item will be measured in the number of crew hours on-site in the Municipality. Response to requests for Emergency CCTV Inspection not within the required 24-hour emergency response time frame will be paid at the applicable non-emergency per-foot rate.

7.7 Sewer Condition Evaluation – This item includes the review and evaluation (including sewer repair recommendations) of the CCTV video inspections and logs by a sewer repair specialist and the preparation and delivery of “Sewer Footage Review” and “Sewer Repair” forms as specified. This item will be measured in linear feet of CCTV sewer inspection reviewed.

8. PERMITS

The contractor is responsible for obtaining all permits needed for CCTV inspection and dyed-water testing work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

9. ESTIMATED QUANTITIES TABLE*

Agency	CCTV Inspection of Storm Sewers (6" to 42")	CCTV Inspection of Sanitary Sewers (8" to 12") with Concurrent Dyed-water Flooding	CCTV Inspection of Sanitary Sewers (15" to 18") with Concurrent Dyed-water Flooding	CCTV Inspection of Sanitary Sewers (8" to 12") (no dyed-water flooding)	CCTV Inspection of Sanitary Sewers (15" to 18") (no dyed-water flooding)	CCTV Inspection of Sanitary Sewers (21" to 30") (no dyed-water flooding)	CCTV Inspection of Sanitary Sewers (36" to 60") (no dyed-water flooding)	Sewer Condition Evaluation
UNITS	LF	LF	LF	LF	LF	LF		LF
Glenview		3,000	1,500	91,000	500		1,500	95,000
Winnetka				36,120	2,450	1,250		
Golf	5,000							
Kenilworth		4,000		2,500	500			7,000
TOTAL	5,000	7,000	1,500	129,620	3,450	1,250	1,500	102,000

*The estimated quantities listed in the bid table are for reference only. The Contractor is hereby made aware that the bid prices shall apply to work in all Agencies participating in this bid even if no estimated quantity is listed for that Agency.

Agency: _____

Public Works Department

Sewer Footage Review

Roadway: _____ DVD Date/Number: _____
Map Section: _____ Storm or Sanitary: _____

Manhole or Address Number	Footage	Y Connection, T Connection, Joint, or Damage	Left or Right	Gallons per Minute of Infiltration (Sanitary Only)	Repair Footage	Comments

Agency: _____

Public Works Department

Sewer Footage Review

Roadway: _____ DVD Date/Number: _____

Map Section: _____ Storm or Sanitary: _____

Date DVD was reviewed: _____ DVD was reviewed by: _____

Manhole or address numbers between which repair will take place:

Footage of damage from first point of reference listed above: _____

Located in: _____pavement _____parkway _____easement Sewer depth: _____feet/inches Sewer

diameter: _____inches Material from which sewer is constructed: _____

Condition of sewer:

Recommended repair:

Additional comments:

Diagram: (Please provide drawing of section to be repaired and service connections) Bird's eye view

Bird's eye view



Manhole 1



Manhole 2

GENERAL TERMS AND CONDITIONS

1. SUBMISSION OF BID

All bids must be submitted electronically through DemandStar.com by the specified opening date and time of the bid. Bids submitted after the specified date and time will not be accepted. Mailed and in person delivery of bids will not be accepted by the Village. Any bid not submitted electronically via DemandStar.com may be rejected as non-responsive.

It is the sole responsibility of the Bidder to submit the **pdf copy** of the bid on DemandStar.com. Instructions for submitting bids are attached to this document and may be found at <https://www.glenview.il.us/government/Pages/Purchasing.aspx>.

The Village is utilizing DemandStar.com to take the place of the paper bid that would normally be sent to the Village Hall. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s) as if they were submitting a paper bid. A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com.

2. DEFINITIONS

- A. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids/Alternate Bids or Unit Prices.
- B. **Option or Alternate Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, if accepted.
- C. **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

- D. **Option Price** is a base bid price that may be accepted in lieu of the base bid.

3. RESPONSIVE BID

- A. A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- B. Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

4. UNBALANCED BIDDING

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The Village further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Village reserves the right to reject the unbalance item(s)

and to contract with another provider for the services without giving further consideration to the bidder.

5. WITHDRAWAL OF BID

Bids may be withdrawn at any time prior to the advertised bid opening through DemandStar.com or by submitting a request in writing to the Purchasing Manager at purchasing@glenview.il.us. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the Village's board of trustees have accepted said bid.

6. DOCUMENTS OBTAINED FROM OTHER SOURCES

The Village of Glenview and DemandStar are the only official sources for bid packages and supporting materials. To ensure receipt of addenda and any other notices concerning this project, bidders must either email purchasing@glenview.il.us confirming receipt of the bid documents (i.e. request to be added to the plan-holders list) or download a copy of the bid documents directly from DemandStar. The Village cannot ensure that bidders who do not email purchasing@glenview.il.us or have not downloaded the bid documents from DemandStar will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as nonresponsive and/or the bidder disqualified. **In such cases, the Village will NOT rebid the project absent extraordinary circumstances.**

7. CONTACT WITH VILLAGE PERSONNEL

All bidders are prohibited from making any contact with the Village President, Village Trustees, or any other official or employee of the Village (collectively, "Village Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to disqualify any bidder found to have contacted Village Personnel in any manner with regard to the Project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

8. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

The Village's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Village requires all Bidders, including owners or employees, to investigate whether a potential or actual conflict of interest exists between the Bidder and the Village, its officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the Village official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village to take appropriate measures to ensure the fairness of the bidding process.

The Village requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if the Village discovers an undisclosed potential or actual conflict of interest, the Village may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

9. RESPONSIVENESS OF BIDS

Bids shall be evaluated as follows (not listed in order of priority) to determine responsiveness:

- Bid pricing
- Compliance with specifications
- Submittal of required documentation

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the “Act”). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that the Village of Glenview shall not be responsible in any way for purchase orders or payments made by other governmental units. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other governmental unit during the extended term of this Agreement.

Bidder and the other governmental unit may negotiate such other and further terms and conditions to this Agreement (“Other Terms”) as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.

The bidder shall provide the other governmental unit with all documentation as required in the RFB, and as otherwise required by the Village of Glenview, including, but not limited to:

- 100% performance and payment bonds in the amount awarded by the respective governmental unit
- Certificate of insurance naming each additional governmental unit as an additional insured
- Certified payrolls to each governmental unit for work performed

10. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Village’s Board of Trustees.

11. PREVAILING WAGE

If this contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), the Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wage” (hourly cash wages plus fringe benefits) in the county where the work is performed.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirement of the Act, including but not limited to, all wage, notice and record keeping duties.

12. CERTIFIED PAYROLL REQUIREMENTS

Pursuant to PA 100-1177 and in accordance with 820 ILCS 130/5.1, contractors shall submit to the Illinois Department of Labor (IDOL) all certified payroll records for prevailing wage work performed by contractor employees or subcontractors. IDOL is charged with developing and maintaining an online portal for prevailing wage construction contractors to file their certified payrolls. The portal may be accessed by visiting <https://www2.illinois.gov/idol/LawsRules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

13. CHANGE ORDERS

The Village believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Village prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- C. Detailed written Requests for Change Orders must be submitted to the Purchasing Agent. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing Agent.
- D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- E. A written Change Order must be issued by the Purchasing Agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

14. RESPONSIBILITY OF BIDDER

Bidders shall be evaluated as follows (not listed in order of priority) to determine responsibility:

- References (Complete the Reference Sheet included herein)
- Firm/Staff Experience

Identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein. Failure to provide references as identified may result in the bidder being considered not responsible with no further consideration for award.

No agreement will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any agreement with the Village, or who is a defaulter as to surety or otherwise upon any obligation to the Village.

15. ADDITIONS/DELETIONS

The quantities indicated are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Village.

16. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

17. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Villages, its agents, servants, or

employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor.

18. CHANGE IN STATUS

The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

19. TERMINATION

The Village reserves the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Village shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

20. TERMINATION FOR DEFAULT

The Village reserves the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Village, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

21. REFERENCES

The Contractor shall provide customer references using the form identified herein. Each bidder must demonstrate at least five (5) years' prior experience, as a full-time firm, primarily, continuously and actively engaged in the work as identified in the Scope of Work.

The Village reserves the right to contact references, review financial statements and any other resources to determine the capability of the bidder.

22. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor (s) identified, a written request from the Contractor and a written approval from the Village is required.

Failure to identify subcontractors could result in disqualification.

23. PROTEST PROCEDURE

The full context of Protest Procedures can be found in the Village's Procurement Policy at <https://glenview.il.us/government/Pages/Purchasing.aspx>. An overview of the procedures are included below.

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the Village's Purchasing Division within three (3) business days of award. This notice must include a protest bond, the title of the requirement, the request for bid number, the closing date and the nature of the protest.

In the event that the protest cannot be resolved by mutual agreement, the Purchasing Division shall refer the protest to the Village Manager or his/her duly authorized representative within five (5) business days after the protest meeting with a recommendation, in writing, for resolution of the protest. The Village Manager may

conduct an evidentiary hearing at his or her sole option, and may designate a representative to preside at such hearing. The Village Manager will conduct a review and make an attempt to resolve the issue in a manner amicable to all parties within ten (10) business days after receipt of the recommendation, date of the hearing or the review, whichever is later.

24. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Agreement between the Village and Contractor, the Village's Project Specifications, the Village's General Terms & Conditions and Special Terms & Conditions and the Contractor's Bid Response.

25. JURISDICTION, VENUE, CHOICE OF LAW

This agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.

26. PROPERTY OF THE VILLAGE

All documents, findings and work products shall become the property of the Village upon payment for services rendered.

27. ON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

26. RESERVATION OF RIGHTS

The Village reserves the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the Village's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the bids.

27. NON APPROPRIATIONS

The Village reserves the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees of the Village.

28. COMPETENCY OF BIDDER

If requested in writing by the Village, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

29. CONTRACTOR'S LICENSES

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Village.

30. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. Prior to performing any Work, Contractor and all subcontractors must obtain a business license in the Village. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in the Village's code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all

applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

31. SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property. The Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. The Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. The Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. The Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

32. ADDITIONAL SAFETY STANDARDS

Contractor shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois or authority having jurisdiction.

Any hazardous work practice(s) being conducted as determined by Facilities Manager or his/her designee shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Director of Public Works or his/her designee to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Director of Public Works or his/her designee if such is the case.

33. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

34. AUDIT/ACCESS TO RECORDS

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford

the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

- E. Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G. This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

35. OMISSIONS/HIDDEN CONDITIONS

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

36. NEW PARTS AND MATERIALS: TITLE

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

37. EXCEPTIONS TO SPECIFICATIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the Village will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

38. FIELD MODIFICATIONS

A field modification is written by the Village to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do

not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

39. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Village and the issuance of a Notice to Proceed and purchase order.

40. GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Village before the final voucher on the contract is issued.

13. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond to serve as a guarantee that the bidders shall enter into a contract with the Village to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement may be rejected as non-responsive.

A scanned copy of the bid bond must be included in the pdf file submission on DemandStar.com.

14. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 6.1 A performance bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by the Village as security for the faithful performance of the Village's contract; and
- 6.2 A payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by the Village.
- 6.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

SPECIAL TERMS & CONDITIONS

1. INSURANCE

The Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance is as follows:

- a. \$1,000,000 combined single limit - each occurrence
- b. \$1,000,000 personal and advertising injury;
- c. \$2,000,000 combined single limit - general aggregate; and
- d. \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- e. When the following box is checked - ☐ any general aggregate limit shall apply per project;
- f. Liability arising from premises and operations;
- g. Liability arising from the actions of independent contractors;
- h. When the following box is checked - ☐ liability arising from the explosion, collapse and underground hazards;
- i. Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement;
- j. Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the Village, its elected and appointed officials and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the Village under this Section.

B. BUSINESS AUTO LIABILITY INSURANCE

At least \$1,000,000 combined single limit each accident, covering bodily injury (including death) and property damage claims arising out of the ownership, maintenance or use of owned, non-owned, and hired autos.

C. WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Illinois law, including standard Other States Insurance and Employers' Liability Insurance with limits of at least \$1,000,000 each accident/\$1,000,000 each employee disease/\$1,000,000 disease policy limit. The minimum employers' liability limits may be satisfied with a combination of employers' liability and umbrella excess liability insurance.

D. UMBRELLA EXCESS LIABILITY or EXCESS LIABILITY INSURANCE

Umbrella Excess Liability or Excess Liability insurance with minimum limits of:

- a. \$5,000,000 combined single limit - each occurrence;
- b. \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and

- c. \$5,000,000 combined single - products/completed operations aggregate.

This insurance shall include all of the following coverages on the applicable schedule of underlying insurance:

- d. Commercial general liability;
- e. Business auto liability; and
- f. Employers' liability,

and shall follow form with the coverage provisions required for underlying insurance.

E. PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate, for claims alleging acts, errors or omissions by the Contractor or its subcontractors, arising from the rendering or failure to render Contractor's professional services under the Agreement.

The Contractor shall not commence services under the Agreement until it has obtained, at its own expense, all required insurance and such insurance has been approved by the Village; nor shall the Contractor allow any subcontractor to commence operations or services on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of the Contractor's required insurance will be granted only after submission to the Village of original certificates of insurance and any required endorsements evidencing the required insurance, signed by authorized representatives of the insurers, to the Village via e-mail to purchasing@glenview.il.us.

1. The Contractor shall require all subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance to the same extent required of the Contractor in 1.A., 1.B., 1.C. and 1.E. (when required) herein. The Contractor shall furnish subcontractor's certificates of insurance to the Village immediately upon the Village's request.
2. Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement or for which the Contractor may be liable by law or otherwise.
3. Failure to provide and continue in force insurance as required herein may be deemed a material breach of the Agreement and shall be grounds for immediate termination of the Agreement by the Village, in the Village's sole discretion.
4. Failure of the Village to receive from Contractor certificates or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency in these requirements from such certificates or other evidence provided shall not be construed as a waiver of Contractor's obligation to maintain required insurance.
5. By requiring insurance and insurance limits herein, the Village does not represent that coverage and limits will necessarily be adequate to protect Contractor.
6. The Contractor shall advise the Village via email to purchasing@glenview.il.us and by certified mail, return receipt requested, within two (2) business days after Contractor's receipt of any notice of cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so may be construed as a material breach of the Agreement.
7. The Contractor's and all subcontractor's insurers must be lawfully authorized to do business in the State of Illinois and must be acceptable to the Village, in their sole discretion. All such insurers must have a Best's Financial Strength Rating of "A" or better, and a Financial Size Category of "Class VII" or better in the latest evaluation by the A. M. Best Company, unless the Village grants specific prior written approval for an exception.

8. Any deductibles or retentions of \$5,000 or greater (\$10,000 for umbrella excess liability) for any policies required hereunder shall be disclosed by the Contractor, and are subject to the Village's prior written approval. Any deductible or retention amounts elected by the Contractor or its subcontractor or imposed by Contractor's or its subcontractor's insurer(s) shall be the sole responsibility of Contractor or its subcontractors and are not chargeable to the Village as expenses.

9. If any required insurance purchased by the Contractor or its subcontractors has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same. Contractor or its subcontractor must either:

- a. Agree to provide certificates of insurance to the Village evidencing the above coverages for a period of two (2) years after termination. Such certificates shall evidence a retroactive date no later than the beginning of the Services under the Agreement, or;
- b. Purchase an extended (minimum two (2) years) reporting period endorsement for each such "claims made" policy in force as of the date of termination and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement itself. Such certificates and copy of the endorsement shall evidence a retroactive date no later than the beginning of the Services under the Agreement.

10. Certificate **of Insurance** that states the Village of Glenview has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The Village of Glenview and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number(s) _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

2. WARRANTY

- A. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.
- B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

3. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/0.01 *et seq.*, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village's Purchasing Division.

4. EQUAL EMPLOYMENT OPPORTUNITY

The successful Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Additionally, the consultant shall comply with any Fair Employment Ordinance that has been adopted by the Village.

5. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT (820 ILCS 265/1, et seq.)

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in effect that fulfills the aforementioned requirements, Contractor shall provide the Village with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

7. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

8. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

9. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all the bids of that bidder.

10. EQUALITY/BRAND NAME

Whenever this RFB mentions an item by name and uses specific descriptions, it is intended to convey to the Contractor an understanding of the standard of excellence required by the village. Items of equal type, quality, and size, which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required functions in accordance with this RFB may be offered. Manufacturer/model names provided in the bid specifications herein convey the standard and uniformity the Village demands.

It shall be understood that prior to bidding a substitute, the bidder must receive prior **written** approval. Therefore, it shall be understood that, by submitting a bid, the bidder is stating to the Village that no substitutions were made and that the bidder's pricing is based upon pre-approved brands.

The Village shall be the sole determiner about whether a substitute item is equal to the item specified.

11. SUBSTITUTIONS

No substitutions shall be allowed during the term of this agreement without written consent from the Village's Purchasing Division. The contractor shall request permission to substitute an item of equal or higher quality when an item ordered is unavailable for delivery within the time required by the Department of Facilities.

12. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- a) References
- b) Disqualification of Certain Bidders (affirmation by signing bid form)
- c) Affidavit/Anti-collusion
- d) Conflict of Interest Form
- e) Tax Compliance
- f) Identification of Subcontractors
- g) Participation Affidavit

15. COORDINATION

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

16. REPORTING

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Public Works or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

17. SUPERVISION

The Contractor is responsible for supervising all employees and their work. Any work which the Public Works Director or his/her designee determines not to be satisfactory must be performed again at the Contractor's own expense. The Contractors supervisor should conduct random or spot inspections of its employees work.

The Contractors supervisor is also responsible for training new personnel and any additional training of experienced personnel as requested by the Village at the Contractor's expense. Training includes, but shall not be limited to, geographic areas of the Village, field equipment, and safety. The Village reserves the right to require a replacement of the Supervisor if they do not meet Village standards.

18. DAMAGES

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Public Works Director or his/her designee within 12 hours.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS FOR VILLAGE OF GLENVIEW - STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for Cook County and/or Lake County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 Pursuant to PA 100-1177 and in accordance with 820 ILCS 130/5.1, the Contractor shall submit to the Illinois Department of Labor all certified payroll records for prevailing wage work performed by Contractor employees or subcontractors.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The current Prevailing Wages Rates for Cook County can be found at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone
Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS
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PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



Agenda Item Executive Summary

TITLE: Approval of Annual Outdoor Seating Area Permits

PRESENTER: Kristin Kazenas

AGENDA DATE: April 3, 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. Four additional 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. Applicants for Outdoor Seating Permit 2025

Licensee	Business Address	License Number
Original Green Bay Café	568 Green Bay Rd	20
Soupicurean	566 Chestnut St	21
Starbucks	566 Chestnut St	22
Tocco	507 Chestnut St	23