



Village of Winnetka

Village Council Regular Meeting

June 21, 2022 at 7:00 PM

Village Hall
510 Green Bay Road
Winnetka, IL 60093

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Quorum**
 - a. July 12, 2022 Study Session
 - b. July 19, 2022 Regular Meeting
4. **Public Comments**
5. **Reports**
6. **Approval of Agenda**
7. **Consent Agenda**
8. **Ordinances and Resolutions**
 - a. Resolution No. R-71-2022: Streetscape Phase 5 Design (Adoption)
 - b. Resolution No. R-73-2022: MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement (Adoption)
 - c. Resolution No. R-74-2022: Award Contract - North of Willow Road Stormwater Project (Adoption)
 - d. Resolution No. R-75-2022: Construction Engineering Contract for North of Willow Road Stormwater Project (Adoption)
 - e. Resolution No. R-78-2022: Stormwater Engineering Contract for Conveyance (Adoption)
9. **Old Business**
10. **New Business**
11. **Appointments**
12. **Closed Session**
13. **Adjournment**



Agenda Item Executive Summary

TITLE: Resolution No. R-71-2022: Streetscape Phase 5 Design (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: June 21, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

With the successful completion of Phase I, II, III, & IV Streetscape Improvements in the Elm Street Business District, staff is seeking approval to prepare construction documents for the next phase of improvements. The next phase of Streetscape Improvements will occur within the East Elm District on Elm Street between Lincoln Avenue and Maple Street.

EXECUTIVE SUMMARY:

The first four Streetscape projects have been well received by the community, resulting in many positive comments. In order to construct the next phase of Streetscape improvements (Phase V) during the 2023 calendar, it is necessary for the engineering design and permitting to begin now. The proposed scope of work includes a full set of construction plans, specifications, and bidding documents. By approving the engineering services now, the design work is expected to be completed in January 2023, allowing the project to proceed with ample time for check points with the Council prior to proceeding with construction in March of 2023.

Typically, the project schedule would include a six- to eight-week period for soliciting proposals from qualified design engineering firms to produce final design/engineering plans. However, considering the experience and knowledge gained from the first four phases, and the desire to begin construction as quickly as possible in 2023, Village staff proposes to waive the competitive selection process and again work directly with our two existing firms, Ciorba Group and Teska Associates, to complete the necessary documents.

Both Ciorba Group and Teska Associates have a significant amount of history and previous experience with the Village's Streetscape projects. The Ciorba Group prepared both conceptual and detailed design plans for Winnetka's previous streetscape phases, this detailed engineering will continue to serve as the basis for the current streetscape plans and will help to reduce design costs. Teska Associates prepared the adopted Downtown Streetscape and Signage Master Plan and was instrumental with the development of the Phase I, II, III, & IV Streetscape construction documents.

Ciorba and Teska have developed an appropriate scope of work to prepare final plans, specifications, and bidding documents, and to provide bidding assistance for the Phase V Streetscape construction. Under the proposed scope of work, the Elm Street Streetscape plans will be developed for the

proposed improvements.

Roadway geometrics will match the Downtown Streetscape and Signage Master Plan as prepared and revised by Teska. Given the extent of the proposed watermain improvements, Elm Street will be resurfaced from east of Lincoln Avenue to Maple Street. Ciorba will also work closely with the Water & Electric Department for the replacement of an existing water main that is located on Elm Street.

The Streetscape and roadway plans will be prepared in AutoCAD and delivered in electronic format, with PDF files for bidding and CAD files. The Streetscape documents will be prepared so that they can also be used for Business and Public Open Houses as well as for construction documents. Ciorba and Teska's detailed scope of work is attached.

The proposed design fees for the project are \$41,326.48 for Ciorba Group and \$29,820 for Teska Associates, for a total of \$71,146.48. Staff is proposing to pay for these design services utilizing approved funding from the Business District Revitalization Fund. The proposed \$71,146.48 would come from the Business District Revitalization (BDR) Fund; Account 420.15.01-620, "Improvements Other Than Buildings".

RECOMMENDATION:

Consider adopting Resolution No. R-71-2022:

1. Waiving the competitive solicitation process;
2. Awarding a contract for professional design services to Ciorba Group and Teska Associates in the amount of \$71,146.48 for design engineering and landscape architectural services for Streetscape improvements on Elm Street between Lincoln Avenue and Maple Street.

ATTACHMENTS:

1. Resolution No. R-71-2022 Streetscape Phase 5 Design

ATTACHMENT 1

RESOLUTION NO. R-71-2022

A RESOLUTION WAIVING BIDDING AND APPROVING AGREEMENTS WITH THE CIORBA GROUP AND TESKA ASSOCIATES FOR DESIGN ENGINEERING SERVICES AND LANDSCAPE ARCHITECTURE SERVICES FOR STREETSCAPE IMPROVEMENTS TO ELM STREET

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

WHEREAS, on June 19, 2018, the Village Council adopted the Downtown Streetscape and Signage Master Plan, which plan has been revised after further input and evaluation from the Village Council and residents of the Village; and

WHEREAS, the Village has appropriated funds for the engineering and construction of streetscape improvements along Elm Street between Lincoln Avenue and Maple Street ("***Streetscape Improvements***"), in accordance with the Downtown Streetscape and Signage Master Plan, and

WHEREAS, the Village requested proposals from Ciorba Group ("***Ciorba***") for design engineering services ("***Engineering Services***") for the Streetscape Improvement; and

WHEREAS, the Village requested proposals from Teska Associates ("***Teska***") for the performance of landscape architecture services ("***Landscape Services***") for the Streetscape Improvements; and

WHEREAS, Ciorba submitted a proposal to the Village for the performance the Engineering Services for the Streetscape Improvements in an amount not to exceed \$41,326.48; and

WHEREAS, Teska submitted a proposal to the Village for the performance the Landscape Services for the Streetscape Improvements in an amount not to exceed \$29,820; and

WHEREAS, Ciorba and Teska have performed services for the Village in the past, to the Village's satisfaction and have prior experience with the Village's streetscape projects; and

WHEREAS, the Village Council desires to enter into an agreement with Teska for the Landscape Services for the Streetscape Improvements in a total amount not to exceed \$29,820 ("***Teska Agreement***"); and

WHEREAS, the Village Council desires to enter into an agreement with Ciorba for the Engineering Services for the Streetscape Improvements in a total amount not to exceed \$41,326.48 ("***Ciorba Agreement***") (the Teska Agreement and Ciorba Agreement are, collectively, the "***Agreements***"); and

June 21, 2022

R-71-2022

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding for the Engineering Services and Landscape Services, and enter into the Agreements with Teska and Ciorba;

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 21st day of June, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CIORBA AGREEMENT

SCOPE OF SERVICES DOWNTOWN STREETSCAPE - PHASE 5 VILLAGE OF WINNETKA

Design engineering services are required to prepare plans, specifications, and cost estimates for streetscape improvements of the northside of Elm Street from the previous work at Lincoln Avenue to Arbor Vitae Road and Oak Street and water main improvements and pavement resurfacing from Lincoln Avenue to Maple Street. Full topographic survey including structure dips will be completed from Lincoln Avenue to Maple Street.

The roadway and streetscape plans will be prepared in MicroStation. Deliverables will be in electronic format, with pdf files for bidding and CADD files. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, unit paving areas, lighting, site furnishings and landscape plantings.

SCOPE OF SERVICES

DOWNTOWN STREETSCAPE - PHASE 5

VILLAGE OF WINNETKA

1. **Meetings, Coordination and Data Collection**
 - a. Bi-Weekly meetings with Village Staff during design period.
 - August through January (12 meetings)
 - b. Coordination activities will be required with the Village staff, Teska and private utility companies.
 - c. One site visit by staff.
 - d. Electrical Plan in Hand Walk Through.
2. **Topographic Survey**
 - a. Establish vertical and horizontal control points.
 - b. Complete topographic survey.
 - c. Obtain inverts of storm and sanitary sewers.
 - d. Develop base sheets.
3. **Plans, Specifications, and Estimates (75% and 100% Submittals)**
 - a. Title Sheet (1 sheet)
 - b. Typical Sections (1 sheet)
 - c. Alignment, Ties, and Benchmarks (1 sheet)
 - b. Index of Sheets/General Notes (1 sheet)
 - c. Summary of Quantities (1 sheet)
 - d. Existing Conditions/Removal Plans (2 sheets)
 - e. Plans and Elevations (2 sheets)
 - f. Water Main Plans (2 sheets)
 - g. Drainage Plans (2 sheets)
 - h. Pavement Marking and Signing Plans (2 sheets)
 - i. MOT Plans (1 sheet)
 - j. MOT General Notes and Description (1 sheet)
 - k. MOT Typical Sections (1 sheets)
 - l. Lighting Plans
 - i. Lighting General Notes and Removal Plan (2 sheets)
 - ii. Proposed Lighting Plan (2 sheets)
 - iii. Lighting One Line Diagram (2 sheets)
 - iv. Lighting Details (6 sheets)
 - v. Other design services
 - Voltage drop calculations
 - Photometric exhibits
 - Site walk to identify existing circuits and removals
 - m. Streetscape Plans (See attached scope provided by Teska)
 - n. Roadway Details including Village and IDOT Standards
 - o. Quantity Calculations and Construction Cost Estimate
 - p. Specifications conforming to the IDOT Standard Specifications for Road and Bridge Construction and the Village of Winnetka requirements. Special Provisions will be prepared for pay items not included in Standard Specifications or that are Village specific items. It is assumed that the project will not go out to bid and Specifications from previous Streetscapes will be updated and re-used.

SCOPE OF SERVICES DOWNTOWN STREETSCAPE - PHASE 5 VILLAGE OF WINNETKA

4. **Permits/Applications**
 - a. IEPA permit for water main construction
5. **Bidding Assistance**
 - a. Answer bidder questions and issue addenda as necessary
6. **QC/QC**
 - a. Provide QC/QA review of contract documents at each submittal.
7. **Project Management & Administration**
 - a. Provide project oversight.
 - b. Prepare invoices and progress reports.
 - c. Project control of scope, schedule, and budget.

Note: Clean construction demolition debris (CCDD) and soil analysis will be risk managed during construction with the contractor either wasting earth excavation on the site or performing the necessary screenings and analysis for disposal.

DESIGN SUMMARY FEE
DOWNTOWN STREETSCAPE - PHASE 4
VILLAGE OF WINNETKA

See attached exhibits.

Ciorba Group	\$41,326.48
Teska	\$29,820.00
Total	\$71,146.48

Firm Ciorba Group, Inc Date 05/27/22
Client Village of Winnetka

ITEM	MANHOURS (A)	PAYROLL (B)	(2.8+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Meetings, Data Collection & Coordination	28	\$ 1,829.17	\$ 5,121.66			\$ 5,121.66	7.20%
Topographic Survey	30	\$ 1,263.90	\$ 3,538.92	\$ 195.00		\$ 3,733.92	5.25%
Water Resources	32	\$ 1,538.11	\$ 4,306.71			\$ 4,306.71	6.05%
Lighting and Traffic Signals	64	\$ 3,636.40	\$ 10,181.93			\$ 10,181.93	14.31%
Engineering Plans	104	\$ 5,302.35	\$ 14,846.59			\$ 14,846.59	20.87%
Bidding Assistance	2	\$ 157.34	\$ 440.54			\$ 440.54	0.62%
QC/QA	4	\$ 300.68	\$ 841.89			\$ 841.89	1.18%
Project Management & Administration	8	\$ 661.86	\$ 1,853.22			\$ 1,853.22	2.60%
Testka					\$ 29,820.00	\$ 29,820.00	41.91%
TOTALS	272	\$ 14,689.81	\$ 41,131.48	\$ 195.00	\$ 29,820.00	\$ 71,146.48	100.00%

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 5

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
1. Meetings, Data Collection & Coordination	Task Total:	272	4	29	67	51	55	35	31
010 Meetings	Subtotal:	12		4	18		4	2	
	Meetings with Village - 1 hr meetings x 2 meetings/month x 6 months	12			12				
011 Coordination	Subtotal:	8			4		4		
	Coordination with Village	2			2				
	Coordination with Project Team	2			2				
	Coordination with Utilities	4					4		
	Submit Plans to Utilities								
012 Data Collection	Subtotal:	8		4	2			2	
	Obtain Utility Atlases	2						2	
	Site Visits by Staff (2 hrs/visit x 1 people)	2			2				
	Electrical Plan in Hand Walk Through	4		4					
2. Topographic Survey	Task Total:	30						8	22
020 Field Survey	Subtotal:	26						8	18
	Project Setup	2							2
	Establish Vertical and Horizontal Control	8						4	4
	Topographic Survey, Cross Sections, Structure Dips	16						4	12
021 Process Survey Information	Subtotal:	4							4
	Down Loading Total Station	2							2
	Base Sheet Development	2							2
3. Water Resources	Task Total:	32			9		23		
032 Water Main System	Subtotal:	30			9		21		
	Conflict Investigation	4			1		3		
	Water Main Design	12			4		8		
	Water Main Plan and Profile Sheets (2 Sheets)	12			4		8		
	Water Main Details	2					2		
035 Permits	Subtotal:	2					2		
	Permit - IEPA (Water and Sanitary)	2					2		

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 5

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician	
4. Lighting and Traffic Signals		Task Total:	64		17		47			
040 Lighting Analysis		Subtotal:	20		5		15			
Site walk to identify existing circuits and removals		4				4				
Voltage Drop Calculations		4		1		3				
Photometric Calculations		12		4		8				
042 Lighting Plans		Subtotal:	44		12		32			
Lighting General Notes and Removal Plan		8		2		6				
Proposed Lighting Plan		16		4		12				
Lighting One Line Diagram		12		4		8				
Lighting Details		8		2		6				
5. Engineering Plans		Task Total:	104		4	34	4	28	25	9
055 Contract Plans		Subtotal:	26			5		7	5	9
Title Sheet (1 sheet)		2						2		
Typical Sections (1 sheet)		5			1		1	3		
Alignment, Ties and Benchmarks (1 sheet)		7			1					6
Index of Sheets/General Notes (1 sheet)		2					2			
Summary of Quantities (1 sheet)		5			1		4			
Plan Assembly - 2 Submittals		4			1					3
Disposition of Comments - 2 Submittals		1			1					
056 Roadway Plans		Subtotal:	42			13		13	16	
Maintenance of Traffic Plan (1 sheets)		4			1		3			
MOT General Notes and Description (1 sheet)		2			2					
MOT Typical Sections (1 sheets)		2			2					
Pavement Marking and Signing Plans (1"=20') (2 sheets)		6					2	4		
Plan and Elevation Sheets (1"=20') (2 sheets)		16			4		4	8		
Removal Sheet/Existing Conditions (1"=20') (2 sheets)		6			2			4		
Utility Plans (1"=20') (2 sheets)		6			2		4			
058 Quantity Calculations		Subtotal:	24		4	4	4	8	4	
Quantities (Roadway)		12			4		4	4		
Quantities (Drainage & Watermain)		6		2			4			
Quantities (Lighting)		6		2		4				
059 Specifications & Estimates		Subtotal:	12			12				
Specifications		8			8					
Estimate of Cost (Pre-final & Final)		4			4					

STAFF HOURS
Village of Winnetka
Downtown Streetscape Phase 5

Task Sub-Task	Activity	Grand Total	Principal	Project Manager	Senior Project Engineer	Senior Engineer	Engineer II	Engineer I	Senior Technician
6. Construction Engineering / Phase III Assis.	Task Total:	2		2					
087 Construction Assistance	Subtotal:	2		2					
Bidding Assistance		2		2					
7. QC/QA	Task Total:	4		2	2				
090 QC/QA	Subtotal:	4		2	2				
Roadway		4		2	2				
8. Project Management & Administration	Task Total:	8	4		4				
100 Project Management & Administration	Subtotal:	8	4		4				
Project Administration		2	2						
Project Management		6	2		4				

EXHIBIT B
TESKA AGREEMENT

TESKA
SCOPE OF SERVICES
DOWNTOWN STREETScape - PHASE 5
VILLAGE OF WINNETKA

SCOPE OF SERVICES | PHASE 5 STREETScape IMPROVEMENTS

Study Area

The study area for the Phase 5 Streetscape generally includes the following areas:

- Elm Street, north side (from Lincoln Ave to Arborvitae St)
- Southwest corner of Lincoln Ave and Elm St
- Northwest corner of Lincoln Ave and Arborvitae St (in partnership with the Park District)

Teska will be responsible for design of surface pavement treatments, site furnishings and landscape plantings. Topographical survey, design for below grade improvements, utility work, curb and roadway work by others.

CONSTRUCTION DOCUMENTS

1. **Topographical Survey and Base Data:** Prior to conducting streetscape design tasks, Teska will obtain topographical survey and base information to be provided by others.
2. **Prepare Streetscape Bid Documents:** Based on roadway and sidewalk geometric plans prepared by Ciorba, Teska will produce streetscape and landscape plan documents at the 50%, 75% and 100% levels.

At the 50% streetscape level, Teska will produce (2) alternative concept designs for Arborvitae Park: one concept will retain the existing park sign; one concept will propose sign relocation. Participate in (2) coordination meetings with the Park District to receive feedback.

The documents will be prepared in AutoCAD format atop Ciorba's base files. The documents will be organized for staff review, Park District discussions, and Village Council presentations as well as construction documents. The streetscape documentation will depict surface streetscape treatments including, but not limited to: sidewalk jointing patterns, decorative unit pavers, site furnishings, and landscape plantings. The streetscape documents will be supported by materials and products catalogue cuts and photographs, outline specifications and cost estimate. Coordination with Ciorba shall be conducted by phone and email. A preliminary sheet layout for Teska's streetscape sheets may include, but is not limited to:

SHEET NUMBERS	DESCRIPTION
L1-L4	Streetscape Enhancements - Hardscape + Site Furnishings Plans / Enlargements
L5-L7	Streetscape Enhancements - Landscape Planting Plans
L8-L10	Details / General Notes
Word format	Specifications
Excel format	Quantities List / Cost Estimate

3. ***Bid Assistance.*** Provide assistance during public bidding phases of the project. Bid assistance may include: review bids; contact bidder references as needed; confirm bids conform to the project documents; and assist the design team with contractor recommendations.
4. ***Construction Document Meetings:*** Participate in meetings to present concept materials and receive feedback. Prepare presentation graphics as needed. Conduct workshop style meetings and sketch ideas with participants towards achieving consensus about the design improvements. Meetings are available as in-person and video conference. The following meetings are anticipated:
 - a. Village Staff meetings (4)
 - b. Park District meetings (2)
 - c. Village Council presentations (2)
1. ***Construction Observation:*** Provide construction phase design assistance as follows:
 - a. *Shop Drawing Review.* Teska will review and stamp shop drawing submittals. 4 submittals are anticipated.
 - b. *Field Reviews and Reports.* Throughout construction, Teska will make site reviews to provide guidance and to address questions in the field. Field reviews will be documented with field reports as required. Field reviews are anticipated to review hardscape layout, furnishings layouts, and plantings layouts. (1) Field review and report is included.
 - c. *Punch List Review and Report.* Teska will make a punch list review and provide a punch list report for all installed items. (1) Punch list review and report is included.

END OF PHASE 5 STREETScape SCOPE



WINNETKA PHASE 5 STREETScape

Project Fees 05/25/22

Study area: Elm Street, north side (Lincoln to Arborvitae); SW corner of Lincoln and Elm; Arborvite Park (in partnership with Park District)

TESKA ASSOCIATES

Principal/PM	Assoc LA	SUBTOTAL
\$160	\$115	

CONSTRUCTION DOCUMENTS

1 REVIEW TOPO SURVEY BASE DATA (BY OTHERS)	0	\$0	4	\$460	\$460
2 CONCEPT DOCUMENTS (50%)					
Prepare 50% streetscape documents (incl 2 concepts for Arborvitae Park)	4	\$640	40	\$4,600	\$5,240
2 75% STREETScape DOCUMENTS					
Prepare 75% streetscape documents - hardscape + furnishings sheets	0	\$0	30	\$3,450	\$3,450
Prepare 75% streetscape documents - landscape sheets	0	\$0	12	\$1,380	\$1,380
Prepare 75% streetscape documents - details sheets	0	\$0	8	\$920	\$920
Prepare 75% streetscape documents - streetscape specifications	2	\$320	4	\$460	\$780
Prepare 75% streetscape documents - streetscape quantities & costs	2	\$320	4	\$460	\$780
3 100% STREETScape DOCUMENTS					
Prepare 100% streetscape documents - hardscape + furnishings sheets	0	\$0	30	\$3,450	\$3,450
Prepare 100% streetscape documents - landscape sheets	0	\$0	12	\$1,380	\$1,380
Prepare 100% streetscape documents - details sheets	0	\$0	4	\$460	\$460
Prepare 100% streetscape documents - streetscape specifications	2	\$320	4	\$460	\$780
Prepare 100% streetscape documents - streetscape quantities & costs	2	\$320	4	\$460	\$780
4 MEETINGS					
Prep / attend Village Staff meetings (4)	8	\$1,280	8	\$920	\$2,200
Prep / attend Park District meetings (2)	6	\$960	6	\$690	\$1,650
Prep / attend Village Council meetings (2)	12	\$1,920	8	\$920	\$2,840
5 BID ASSISTANCE					
Assist with bid review	2	\$320	0	\$0	\$320
6 CONSTRUCTION OBSERVATION					
Review / stamp shop drawings submittals (2 hrs ea @ 4)	2	\$320	8	\$920	\$1,240
Field reviews + reports (4 hrs ea @ 1)	2	\$320	4	\$460	\$780
Punch list review + report (4 hrs ea @ 1)	2	\$320	4	\$460	\$780
SUBTOTAL DESIGN FEES	46	\$7,360	194	\$22,310	\$29,670
REIMBURSABLES					\$150
TOTAL					\$29,820



Agenda Item Executive Summary

TITLE: Resolution No. R-73-2022: MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement (Adoption)

PRESENTER: Marc Hornstein

AGENDA DATE: June 21, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

The Village of Winnetka owns lakefront access property between 445 and 455 Sheridan Road commonly referred to as the Cherry Street Beach. During the summer, individuals gather at the Cherry Street lakefront access. Historically, the Winnetka Police received nuisance and trespass complaints as a result of individuals who wandered away from the Cherry Street lakefront access area. Swimming is prohibited at this location. In an effort to improve public safety and maintain the peace of the residents near the Cherry Street lakefront access, the Village of Winnetka and Winnetka Park District created a Memorandum of Agreement for the benefit of all constituents. The MOA designates and outlines the assignment of a Park District employee and security services contracted by the Park District to monitor the property at specific dates and times. The MOA also defines indemnification and liability between the Village of Winnetka and Winnetka Park District. The MOA is effective for the period of May 27, 2022 through September 5th, 2022 which the term may be extended by the mutual agreement of both parties.

The cost of services provided by the Winnetka Park District to the Village of Winnetka is as follows:
10.5 hours of service per day @ \$13.50 per hour per = \$141.75 per day.
94 days @ \$141.75 per day = \$13,342.50 total cost of services.

The Police Department budgeted for said expenditure in account #100.26.01.566 (Other Operating Services).

The agreement has been reviewed by the Village Attorney.

RECOMMENDATION:

Consider approval of Resolution No. R-73-2022, MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement

ATTACHMENTS:

1. Resolution No. R-73-2022 MOA Winnetka Park District - Cherry Street Beach Security Monitoring Agreement

ATTACHMENT 1

RESOLUTION NO. R-73-2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE WINNETKA PARK DISTRICT FOR STAFFING AT THE CHERRY STREET BEACH

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 owns lakefront access property between 445 and 455 Sheridan Road commonly referred to as the Cherry Street Beach; and

WHEREAS, the Village and the Winnetka Park District ("***District***") desire to enter into an intergovernmental agreement for the District to provide an attendant to monitor Cherry Street Beach ("***Agreement***"); and

WHEREAS, the Village President and Village Council have determined that entering into the Agreement will serve and be in the best interest of the Village;

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 INTERGOVERNMENTAL AGREEMENT. The Village Council hereby approves the Agreement by and between the Village and the District in substantially the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 21st day of June, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

MEMORANDUM OF AGREEMENT

I. Parties

The Village of Winnetka ("Village") and the Winnetka Park District ("Park District"), collectively referred to as the "Parties" or individually as "Party."

II. Purpose

- A. Pursuant to Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Park District and the Village agree to the terms and conditions set forth in this Memorandum of Agreement ("MOA" or "Agreement") for the benefit of their respective constituents.
- B. The Park District agrees to provide certain services for the benefit of the Village in exchange for compensation to be paid by the Village to the Park District and other good and valuable consideration pursuant to the terms and conditions of this Agreement. The Village agrees to pay the Park District compensation in exchange for the services described below, pursuant to the terms and conditions of this Agreement.

III. Beach Attendant Services and Costs

- A. Park District will provide an employee to serve as a beach attendant ("Beach Attendant") assigned to the Cherry Street Beach ("Property") pursuant to the terms and conditions set forth in this Agreement. The Park District shall be responsible to pay the Beach Attendants' salary, benefits, workers' compensation, and unemployment compensation, as applicable.
- B. The Beach Attendant services shall consist of the following: (i) verbally direct visitors to remain on public property including the public access area; (ii) verbally direct visitors not to enter private property adjacent to the Property; (iii) verbally direct visitors not to enter Lake Michigan; and (iv) observe behavior, attempt to verbally direct individuals from engaging in any unsafe or unlawful behavior, and report same to the Village's Police Department (collectively, "Services").
- C. Village acknowledges that neither the Beach Attendant nor the Park District shall provide any enforcement, security, or protection services. Park District shall not be liable or responsible to the Village for any personal injury, death or property damage occurring at the Property except to the extent caused by the Park District's gross negligence or intentional misconduct. To the fullest extent permitted by the laws of the State of Illinois, Village hereby forever waives, relinquishes and discharges the Park District, and its park commissioners, officers, employees, volunteers, attorneys and agents from any and all claims of every nature whatsoever, which Village may have at any time against District, its Park Board, officers, employees, volunteers and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by the Village or any person claiming by, through or under Village, relating directly or indirectly to any activity occurring on the Property, except to the extent caused by the Park District's gross negligence or intentional misconduct.

- D. A Beach Attendant will be scheduled to be on duty at the Property from 10:45 a.m. to 8:45 p.m. seven (7) days per week during the Term. The Village will compensate the Park District for Beach Attendant Services as described below for the period 10:30 a.m. through and including 9:00 p.m., seven (7) days per week during the Term pursuant to the following:
1. The morning Beach Attendant will check-in at Tower Road Beach and report to the Property not later than 10:45 a.m.
 2. Beach Attendant coverage at the Property will end at 8:45 p.m. and Beach Attendant will check out at Tower Road Beach at 9:00 p.m.
 3. The overall Beach Attendant coverage for a given day including clock-in and clock-out time is 10:30 a.m. to 9:00 p.m., or 10.5 hours.
 4. The blended hourly rate for a Beach Attendant is \$13.50.
 5. The daily cost for Beach Attendant service is \$13.50/hour x 10.5 hours per day, or \$141.75.
 6. The Park District will staff the Property when the Park District beaches are opened, beginning the morning of Saturday, June 4 and ending the evening of Monday, September 5, or 94 days.
 7. $94 \text{ days} \times \$141.75 = \$13,342.50$. The Park District will invoice the Village of Winnetka monthly for the Services based on hours worked at the rates referenced above.
 8. The Village will pay the Park District an additional administrative fee of Ten Dollars (\$10.00) as and for the Services.
 9. The Beach Attendant will not provide lifeguard services or first aid as swimming is prohibited at the Property by Village ordinance.

IV. Indemnification and Insurance

- A. To the extent permitted by law, the Village shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents ("Park District Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs) (collectively, the "Losses"), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of the Village, its elected or appointed officials, officers, agents, employees, volunteers, contractors or subcontractors related to this Agreement, the Property, or the Services; (iii) any accident, injury or damage whatsoever occurring in or at the Property. The Village's duty to indemnify and hold harmless the Park District Indemnitees pursuant to this paragraph does not apply to the extent the Losses were caused by the gross negligence or intentional misconduct of the Park District Indemnitees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Village shall similarly protect, indemnify, and hold and save harmless the Park District Indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Village's breach of any of its obligations under, or the Village's default of, any provision of the Agreement.
- B. To the extent permitted by law, the Park District shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents ("Village Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to legal

fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with any intentional wrongful act or omission, or gross negligence of the Park District, its elected or appointed officials, officers, agents, employees, volunteers, contractors or subcontractors related to this Agreement, the Property or the Services, except to the extent caused by the negligence or intentional wrongful act or omission of the Village Indemnitees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Park District shall similarly protect, indemnify and hold and save harmless the Village Indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Park District's breach of any of its obligations under, or the Park District's default of, any provision of the Agreement.

- C. The obligation on the part of either Party to defend, hold harmless and indemnify the other Party shall survive the expiration or termination of this Agreement for any reason, but only for claims that have accrued prior to termination of this Agreement.
- D. The Village shall require any contractor entering into an agreement after the commencement date of this Agreement, who performs any work or provides any services at the Property, to defend, hold harmless and indemnify the Park District to the same extent as required of the Village, and the Village shall include in all such contracts a statement expressly declaring the Park District to be a third-party beneficiary of the contract with respect to the indemnification provision.
- E. The Village shall procure and maintain during the term of this Agreement a policy of General Liability Insurance providing coverage for bodily injury and property damage claims arising on the Property. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State under the Illinois Insurance Code; (c) include an endorsement naming the Park District Indemnitees as an additional insured; (d) include contractual liability coverage; (e) apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District; (f) properly acknowledge any insurance or self-insurance maintained by the Park District shall be excess of the Village's insurance and shall not contribute to it; The Village shall provide evidence of said insurance coverage upon request by the Park District, by furnishing the Park District with a Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer and all endorsements. With respect to the Village's obligations pursuant to this provision, such certificates and policies shall be provided through the Village's self-insurance risk pool, which the Park District hereby finds acceptable. Unless otherwise agreed to in writing between the Village and Park District, the General Liability policy shall have limits of not less than \$5,000,000 per occurrence bodily injury/property damage combined single limit and \$10,000,000 aggregate bodily injury/property damage combined single limit.

V. Security Services

- A. The Park District is presently under contract with Seldin Security Services, Inc. ("Seldin") to patrol the Park District's beaches and related parks 8:30 p.m. to 2:00 a.m., beginning Friday, May 27 through Monday, September 5. The Park District has requested that Seldin lock the Property's public access gate at not later than 9:00 p.m. daily. The Park District has

directed Seldin to continue to lock the gate at the Property through termination date of the Park District's agreement with Seldin.

- B. Seldin shall not any have any responsibilities towards the Village with regard to the Property except as specified within the revised executed agreement between the Park District and Seldin.
- C. Neither the Park District nor the Beach Attendant shall be required to enforce any laws, regulations, rules, or ordinances on the Property, and neither the Park District nor the Beach Attendant shall be liable for any personal injuries, death or property damage that may occur on the Property during the Term of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Park District.
- D. All costs for retaining Seldin shall be paid by the Park District. The Park District shall have no liability to the Village or any third party for any act or omission of Seldin in the performance of the services it will provide pursuant to the terms of this Agreement or pursuant to the terms of the agreement between Seldin and the Park District.

VI. Term of Agreement

This Agreement shall be effective for the period of May 27, 2022 through September 5, 2022 ("Term"), which Term may be extended by the mutual agreement of the Parties.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF WINNETKA

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____

WINNETKA PARK DISTRICT

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-74-2022: Award Contract - North of Willow Road Stormwater Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: June 21, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

In June 2019 and March 2020, the Village concluded Intergovernmental Agreements with New Trier High School District 203 and the Winnetka Park District allowing the Village to construct Stormwater Management improvements on Duke Childs Field and the Skokie Playfields near the intersection of Hibbard Road and Willow Road. These projects, consisting of underground and above-ground stormwater management improvements, will provide 79 acre-feet of total available stormwater storage, an important part of a long-term plan to provide stormwater relief to portions of western and southwestern Winnetka. At the November 23, 2020 Study Session, the Village Council reviewed and concurred with a plan and financing strategy to design and construct significant stormwater management improvements for western and southwestern Winnetka. The plan included design engineering for these projects in FY 2021, and the Village's 2021 Capital Improvement budget included \$1,634,000 for engineering design and permitting for these projects. On February 16, 2021, the Village Council Awarded a contract to Strand Associates and Jacobson Golf Course Design to develop the final design and construction documents.

EXECUTIVE SUMMARY:

Upon completion and approval of the final engineering design, the project was officially released for bid on April 4, 2022. On April 21, 2022, a mandatory pre-bid meeting was held with potential bidders. This meeting focused on the overall scope of the project, critical schedule milestones, important design elements, and an open forum discussion with the design team and the contractors. On May 5, 2022, three (3) sealed bids were opened and read aloud. All bids were reviewed for completeness and accuracy and are summarized below. A copy of the bid tabulation is included in the Agenda Memo. Details for the key components of the project are as follows:

- Duke Childs Field Project: This project consists of constructing 14.2 acre-feet of below-ground stormwater storage beneath portions of Duke Childs Field, at the northwest corner of Hibbard Road and Willow Road. This stormwater storage is to be constructed in conjunction with field improvements to be completed by New Trier High School, and which were given zoning approval by the Village Council in June, 2019. The project also includes modifications to the existing Ash Street Pumping Station and 6-foot 4-foot box culvert connecting stormwater drainage from the neighborhood to the north and the east to the new storage facility. A conceptual representation of the project is shown in

Agenda Memo.

- Skokie Playfields Project: This project consists of constructing 6.5 acre-feet of below-ground stormwater storage under "Little Duke Childs Field" (directly south of the Winnetka Ice Arena); approximately 21.8 acre-feet of above-ground storage on the Winnetka Par 3 Golf Course; and approximately 36.5 acre-feet of above-ground stormwater storage on the Winnetka 18-Hole Golf Course. The project also includes additional improvements to make the golf courses more playable and maintainable after rain events, reusing excavated soil from the stormwater improvements. The project also contemplates potential field improvements by the Park District, and includes a 8-foot x 4-foot box culvert connecting the neighborhoods from the north to the underground storage facility. A conceptual representation of the proposed project is shown in the Agenda Memo.

The Engineering Department has reviewed the proposals received for compliance and have confirmed that the apparent low bidder DiMeo Brothers, Inc. has the experience and capabilities to meet the requirements of the contract. This construction project is expected to be completed within two fiscal years, 2022 and 2023. The Finance Department has reviewed the Village's current fiscal capabilities and as presented above and confirms that the Village has the fiscal ability to pay for all construction and construction observations costs to complete this phase of the project in FY 2022 & FY 2023.

For these reasons staff is recommending that the Village Council consider moving forward at this time with awarding the contract for the North of Willow Stormwater Storage Project to the low bidder John DiMeo Brothers, Inc for a total price not to exceed \$16,514,557. Of this total, \$14,858,598 will be paid by the Village and \$1,655,959 will be paid by the Winnetka Park District.

RECOMMENDATION:

Consider adopting Resolution No. R-74-2022, awarding the contract for construction of the North of Willow Stormwater Storage Project to the low bidder, John DiMeo Brothers, Inc., for a total price not to exceed \$16,514,557. Of this total, \$14,858,598 will be paid by the Village and \$1,655,959 will be paid by the Winnetka Park District.

ATTACHMENTS:

1. Agenda Report for Resolution R-74-2022 Construction Services for North of Willow Road Stormwater Storage Project
2. Resolution R-74-2022 North of Willow Stormwater Storage Project

ATTACHMENT 1

Agenda Report

Subject: Resolution R-74-2022: Construction Services for North of Willow Road Stormwater Storage Project.

Prepared By: James J. Bernahl, Director of Engineering/Village Engineer

Date: June 13, 2022

Project History

During June 2019 and March 2020, the Village approved Intergovernmental Agreements (IGA) with New Trier High School District 203 and the Winnetka Park District allowing the Village to construct Stormwater Management improvements on Duke Childs Field and the Skokie Playfields. These projects, consisting of underground and above-ground stormwater management improvements, will provide 79 acre-feet of total available stormwater storage, important components of a long-term plan to provide stormwater relief to western and southwestern Winnetka. At the November 23, 2020, Study Session, the Village Council reviewed and concurred with a financing strategy that will support the design and construction of significant stormwater management improvements for western and southwestern Winnetka.

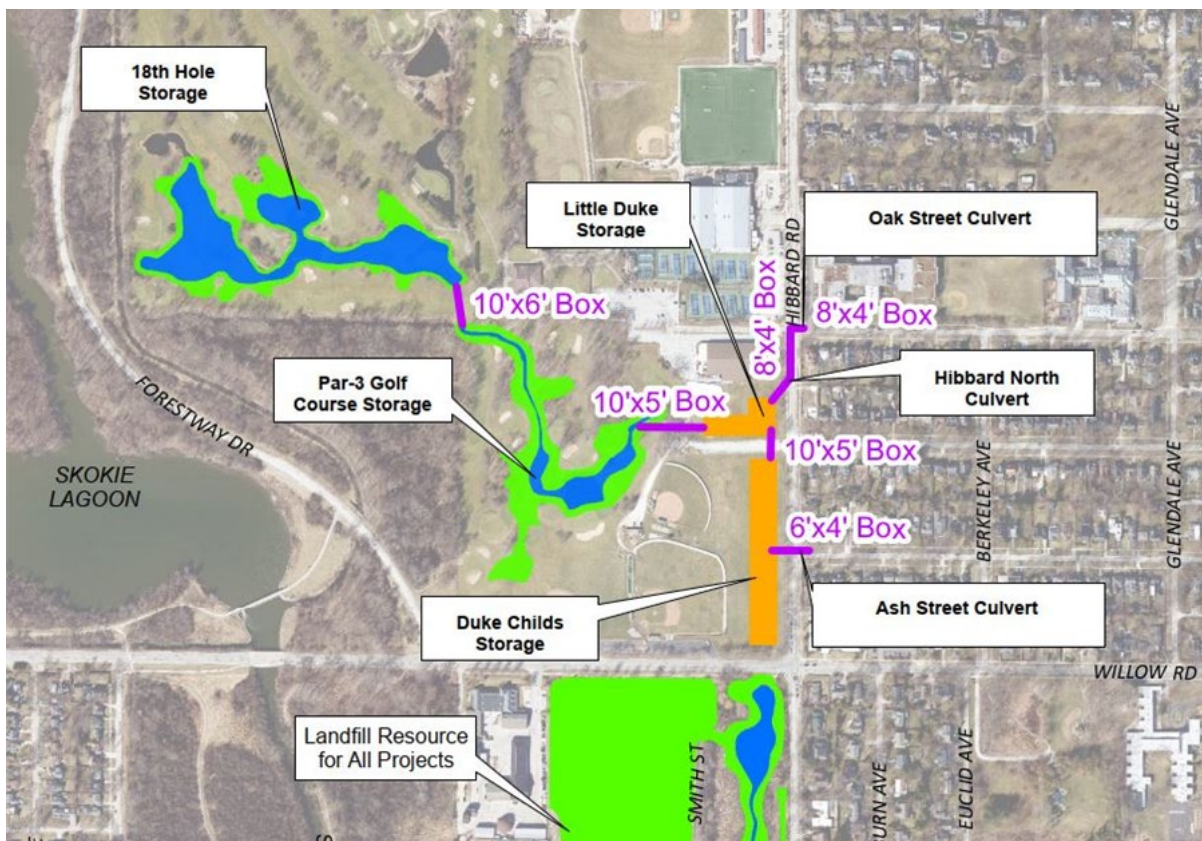
On February 16, 2021, the Village awarded contracts to Strand Associates ("Strand"), and Jacobson Golf Course Design ("Jacobson") to perform the necessary final engineering design and golf course improvements that would allow the Village to solicit and award construction bids to build the projects. The Strand contract provides all the engineering design for the stormwater projects on both Duke Childs Field and the Skokie Playfields area, while the second contract, with Jacobson, provides all of the necessary golf course and irrigation work design on the Par-3 and 18-Hole courses. Details for the key components of the project are as follows:

Duke Childs Field Project – New Trier High School: This project consists of constructing 14.2 acre-feet of below-ground stormwater storage beneath portions of Duke Childs Field, at the northwest corner of Hibbard Road and Willow Road. This stormwater storage component will be constructed in conjunction with field improvements that are to be completed by New Trier High School. New Trier was granted zoning approval by the Village Council in June 2019 to construct these improvements. This project also includes modifications to the existing Ash Street Pumping Station and a 6-foot by 4-foot box culvert connecting stormwater drainage from the eastern neighborhood to the new underground storage facility.

The installation of the underground vault system is a critical component to providing the necessary stormwater detention volume as part of this project. A significant portion of stormwater storage is being provided with underground storage. The vaults installed beneath the Duke and Little Duke Fields as part of this project are a critical component in the overall management of the stormwater north of Willow Road, providing 20.7 acre-feet of underground storage. To ensure that the underground storage vaults would be ready for delivery to maintain the construction schedule, staff recommended proceeding with the purchase of this long lead time item at the end of 2021.

On December 7, 2021, Village Council awarded a sole source contract to StormTrap for the design, manufacture, storage, and delivery of the stormwater vault system for \$4,239,210. The underground storage vaults have been manufactured by StormTrap and are ready for delivery.

Skokie Playfields Project – Winnetka Park District: This project consists of constructing 6.5 acre-feet of below-ground stormwater storage under "Little Duke Childs Field" (directly south of the Winnetka Ice Arena); approximately 21.8 acre-feet of above-ground storage on the Winnetka Par 3 Golf Course; and approximately 36.5 acre-feet of above-ground stormwater storage on the Winnetka 18-Hole Golf Course. The project also includes additional improvements that will make the golf courses more playable and maintainable after rain events. The project also contemplates potential field improvements by the Park District and includes an 8-foot by 4-foot box culvert connecting the neighborhoods from the north and east to the underground storage facility on Little Duke. A conceptual representation of the proposed project is shown below.



The development of the final construction documents was in accordance with the approved IGA's with the Winnetka Park District and New Trier High School. Both intergovernmental partners participated with developing the final design elements and were provided opportunities to review and offer comments as the plans were developed. The Village's engineering consultant, Strand Associates also worked jointly with New Trier and the Park District regarding the submittal of regulatory permits.

Bidding Results:

Upon completion and approval of the final engineering design, the project was officially released for bid on April 4, 2022. On April 21, 2022, a mandatory pre-bid meeting was held with potential bidders. This meeting focused on the overall scope of the project, critical schedule milestones, important design elements, and an open forum discussion with the design team and the contractors. On May 5, 2022, three (3) sealed bids were opened and read aloud. All bids were reviewed for completeness and accuracy and are summarized below. The detailed bid tabulation is attached as Exhibit B.

Bid Summary

<u>Contractor</u>	<u>Bid Proposal</u>
DiMeo Brothers, Inc.	\$19,642,172
V3 Construction Group, Ltd.	\$26,213,760
Berger Excavating	\$31,081,921
Final Engineers Estimate of Probable Costs	\$20,200,466

Contract Negotiations:

The initial sealed bid from DiMeo totaled \$19,642,172. Staff performed a detailed line item review of the bid and by working with DiMeo, performed an extensive cost cutting exercise identifying \$4,356,901 in cost reductions to bring the total contract amount down to \$15,285,271.

One of the key assumptions in the original engineers' estimate was that the Village would be able to place all excavated construction soils on the top of the existing landfill at the Public Works Yard. The landfill is no longer operational and is in the final stages of the post closure process with the IEPA. An IEPA permit is required to place the excavated soils from the project on top of the landfill. When the Village applied for this permit from the IEPA, it was determined that the placement of soil on the landfill would not be authorized until the landfill post closure process was officially completed and approved by the IEPA.

Since the Village became aware of this requirement, staff has been working diligently with our environmental engineers to complete all IEPA post closure requirements. Staff has completed all of the necessary reports and testing, but the Village has not yet received the official approval of its post closure status. However, after consulting with our environmental engineer and the IEPA, we anticipate that the official post closure IEPA approval will be obtained by July 2022.

When the bid was released in early April 2022, the timeframe to receive post closure approval from the IEPA was uncertain. Therefore, bidders were asked to provide a cost to remove excavated soils away from the Village. DiMeo provided a proposed cost of \$2,764,000 for removal of soils. In anticipation of the imminent IEPA post closure approval of the landfill, this cost has been removed from DiMeo's contract.

In addition, staff worked with DiMeo to further reduce costs for construction items such as modification of the proposed pump station on the golf course, which was not anticipated in the original conceptual design, reduction of construction fencing, modification of erosion control and restoration items, and other miscellaneous pay items. These modifications resulted in an additional reduction to DiMeo's contract of \$1,592,901.

Revised Contract price based on deductions noted above:

Original Bid Amount	\$19,642,172
<u>Cost savings:</u>	
Soil Hauling	\$(2,764,000)
Other items (Pump station, fencing, erosion, etc.)	<u>\$(1,592,901)</u>
Revised Bid Amount After Cost Savings	\$15,285,271
Winnetka Park District Alternatives Costs	<u>\$1,229,286</u>
New Contract Total Including Alternative Costs:	<u>\$16,514,557</u>
<u>Construction Cost Share Breakdown:</u>	
Village of Winnetka	\$14,858,598
Winnetka Park District:	
Shared Costs – Original Bid - \$426,673	
Alternatives Costs - \$1,229,286	<u>\$1,655,959</u>
Contract Total:	<u>\$16,514,557</u>

Park District Cost Contributions

As part of the project, the Winnetka Park District agreed to pay for a portion of the construction costs. These costs are for work activities that are considered either outside the scope of the Stormwater Project or agreed to as cost sharing activities as outlined in the approved IGA with the Park District. Shared costs include a portion of construction mobilization, bridge improvements, repairs to existing asphalt cart paths, irrigation improvements, and seeding improvements. Based on DiMeo's bid, shared costs to be paid for by the Park District total \$426,673.

As part of the final bidding documents, the Park District requested the contractor provide prices for alternative construction activities. These activities include installation of new cart paths throughout the course, reseeding and establishing new greens, and miscellaneous landscaping items. If the Park District chooses to move forward with these optional construction activities, this would require an additional contribution of \$1,229,286. The total Park District cost share is \$1,655,959.

FY 2022 Budget Impact:

The approved budget FY 2022 includes the following anticipated stormwater expenditures summarized below.

Total Capital Budget (Stormwater Fund)	\$19,331,000
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Projected Spending:

North of Willow - Design Engineering	\$494,992
North of Willow - Construction Engineering	\$665,800
North of Willow - Construction Project	\$14,858,598
North of Willow - Additional Costs	<u>\$238,220</u>
North of Willow Project Budget Subtotal	\$16,257,610

Conveyance Projects - Design Engineering	\$600,000
Other Stormwater Capital Spending	<u>\$200,000</u>

Total Projected Spending for 2022	\$17,057,610
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Remaining 2022 Budget	\$2,273,389
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Total Project Budget to Actual Projections

In November of 2020, the Village Council approved a five-year financing plan for the completion of the Stormwater Project with a total budget of \$75,721,000, which included \$10,075,791 of contingency. The budget tracking sheet in Exhibit A is designed to accurately and transparently track the actual costs compared to the total project budget. Each phase of the project will be updated for actual expenses, and the balance remaining on the contingency will be calculated to ensure the project remains on track and within the total project budget.

A five-year capital project requires an estimation of cost escalations due to economic factors. In collaboration with Strand Engineering, staff analyzed multiple scenarios to accurately capture a reasonable projected annual cost escalation factor including the Producer Price Index (15%), the Construction Analytics Building Cost Inflation (11%), and the Consumer Price Index for the Midwest (7%). The cost escalation factor analysis is an important component regarding the impact of this portion of the project on the total stormwater plan. Staff determined that the best metric to use was the annual Consumer Price Index. This metric is less volatile than using the construction specific metrics.

In addition, this is the same metric used by the State of Illinois in determining the maximum property tax increase under the PTELL tax cap. Although the Village of Winnetka is not subject to the tax cap, as part of the voter referendum in 2005, the Village committed to operate within the non-home rule tax cap limitations. We have maintained a zero percent increase for the last 8 consecutive years, well below what would be allowed under the tax cap limitations.

Based on the initial conceptual design in November 2020 the total projection of cost for the five year stormwater plan was \$75,721,000. Using the 7.0% annual Consumer Price Index as of December 31, 2021, the escalated original project cost is \$79,362,730 (see exhibit A). With the DiMeo Bid in hand, the total current projection of costs for this phase, (which includes the previously purchased StormTraps, the DiMeo construction costs and design engineering) now stands at \$22,257,161 utilizing \$3,048,061 in contingency.

Grant funding has now been secured for 83% of the project cost:

- Illinois Capital Grant (DCEO) \$16,000,000
- Federal ARPA Funds \$1,875,000
- MWRD Grant \$500,000
- Total Grant funds \$18,375,000

The funding for the remaining portion of this phase will be funded by a \$426,673 contribution from the Winnetka Park District and allocation of \$3,455,488 of accumulated reserves in the stormwater fund which has cash balances of \$14.2 million as of December 31, 2021.

Contract Discussion:

The Engineering Department has reviewed the submitted bids for compliance and have confirmed that the apparent low bidder DiMeo Brothers, Inc. has the experience and capabilities to meet the requirements of the contract. This construction project is expected to be completed within two fiscal years, 2022 and 2023. The Finance Department has reviewed the Village's current fiscal capabilities and as presented above and confirms that the Village has the fiscal ability to pay for all construction and construction observations costs to complete this phase of the project in FY 2022 & FY 2023.

For these reasons staff is recommending that the Village Council consider moving forward at this time with awarding the contract for the North of Willow Stormwater Storage Project to the low bidder John DiMeo Brothers, Inc for a total price not to exceed \$16,514,557. Of this total, \$14,858,598 will be paid by the Village and up to \$1,655,959 will be paid by the Winnetka Park District.

Recommendation: Consider adopting Resolution R-74-2022 approving a contract for the North of Willow Road Stormwater Storage Project with John DiMeo Brothers, Inc. in the amount not to exceed \$16,514,557.

EXHIBIT A

PROJECT BUDGET WORKSHEET

Village of Winnetka - Stormwater Project Tracking Sheet - Updated: June 21, 2022

Project	Council Approved Plan 11/2020	Plan Escalation 2021 (CPI - 7%) - Note 1	Project Plan - Updated June 21, 2022
Storage Projects			
CCFP Stormwater Wetland	\$ 2,408,478	\$ 2,577,071	\$ 2,577,071
Landfill Reconfiguration	\$ 1,719,378	\$ 1,839,734	\$ 987,838
Crow Island Storage	\$ 3,994,524	\$ 4,274,141	\$ 4,274,141
Duke Childs & Park District Storage	\$ 6,907,777	\$ 7,391,321	\$ -
StormTrap	\$ -	\$ -	\$ 4,239,210
DiMeo Contract	\$ -	\$ -	\$ 4,421,821
Par 3 Golf Course Storage	\$ 1,456,319	\$ 1,558,261	\$ 2,424,009
18-Hole Golf Course Storage	\$ 3,460,107	\$ 3,702,314	\$ -
Village electrical costs	\$ -	\$ -	\$ 238,220
DiMeo Contract	\$ -	\$ -	\$ 6,393,630
Skokie-Washburn Storage	\$ -	\$ -	\$ -
Subtotal Storage Projects	\$ 19,946,583	\$ 21,342,843	\$ 25,555,940
Conveyance Projects			
Hibbard Road	\$ 3,400,150	\$ 3,638,161	\$ 1,913,341
DiMeo Contract (47% of project)	\$ -	\$ -	\$ 1,575,274
Spruce Street	\$ 175,901	\$ 188,214	\$ 188,214
Oak Street West	\$ 998,631	\$ 1,068,535	\$ 935,292
DiMeo Contract (12% of project)	\$ -	\$ -	\$ 122,749
Oak Street East	\$ 2,266,544	\$ 2,425,202	\$ 2,425,202
Ash Street	\$ 3,514,116	\$ 3,760,104	\$ 3,348,227
DiMeo Contract (11% of project)	\$ -	\$ -	\$ 347,788
Willow Road East	\$ 3,636,327	\$ 3,890,870	\$ 3,890,870
Crow Island Outlet	\$ 1,754,866	\$ 1,877,707	\$ 1,877,707
Mount Pleasant Street	\$ 1,789,171	\$ 1,914,413	\$ 1,914,413
Sunset Road West	\$ 1,935,429	\$ 2,070,909	\$ 2,070,909
Sunset Road East	\$ 4,464,674	\$ 4,777,201	\$ 4,777,201
Provident Neighborhood	\$ 2,016,432	\$ 2,157,582	\$ 2,157,582
Locust Street	\$ 1,490,910	\$ 1,595,274	\$ 1,595,274
Hill Road	\$ 270,802	\$ 289,758	\$ 289,758
Skokie Ditch	\$ 2,707,333	\$ 2,896,846	\$ 2,896,846
North of Pine Street	\$ 1,656,855	\$ 1,772,835	\$ 1,772,835
Flood Prone Property - CIW	\$ -	\$ -	\$ 250,000
Subtotal Conveyance Projects	\$ 32,078,141	\$ 34,323,611	\$ 34,349,482
Soft Costs (Engineering, Fees, Contingency etc.) - not escalated			
FPDCC Fees	\$ 3,113,000	\$ 3,113,000	\$ 3,113,000
Mitigation Fees - USACE	\$ 2,220,000	\$ 2,220,000	\$ 2,220,000
Engineering	\$ 4,761,178	\$ 4,761,178	\$ 2,912,518
Committed Engineering Costs			\$ 1,848,660
Construction Management - Storage	\$ 715,500	\$ 715,500	\$ 665,800
Construction Mgmt. - Conveyance	\$ 2,141,207	\$ 2,141,207	\$ 1,000,000
Partner Payments (NTHs, WPD, D36)	\$ 669,600	\$ 669,600	\$ 669,600
Contingency	\$ 10,075,791	\$ 10,075,791	\$ 7,027,730
Subtotal Soft Costs	\$ 23,696,276	\$ 23,696,276	\$ 19,457,308
Project Total	\$ 75,721,000	\$ 79,362,730	\$ 79,362,730

Allocated Contingency at 6/21/2022 (Note 2): \$ 3,048,061

Committed Costs at 6/21/2022 (Note 3): \$ 7,241,890

DiMeo Excavation Contract Costs (Note 4): \$ 15,285,271

Total Phase 1 Project Costs plus DiMeo Contract \$ 22,527,161

Notes:

Note 1) The original Council approved plan from November of 2020 was escalated through 12/31/2021 utilizing the U.S. Bureau of Labor Statistics December 31, 2021 Consumer Price Index report.

https://www.bls.gov/news.release/archives/cpi_01122022.htm

Note 2) Cell highlighted in blue is the total amount of project contingency utilized as of June 21, 2022.

Note 3) Cells highlighted in green reflect committed costs as of June 21, 2022. A "committed cost" is an amount that has already been expended or is contractually obligated to pay in the future.

Note 4) Cells highlighted in pink reflect project costs associated with the DiMeo contract proposal, excluding the park district alternative costs of \$1,229,286.

EXHIBIT B

BID TABULATION WORKSHEET

Bids Received: 11 A.M.
May 5, 2022

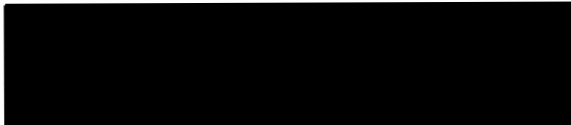
STRAND ASSOCIATES, INC.®
IDFPR No. 184-001273
1170 South Houbolt Road
Joliet, IL 60431

NORTH OF WILLOW STORMWATER STORAGE PROJECTS
CONTRACT 022-025
VILLAGE OF WINNETKA, ILLINOIS

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid	Total Alternative Bid Price	Total Project Contract Price
DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007	10%	Yes	\$19,642,172.45	\$1,229,285.80	\$20,871,458.25
V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	10%	Yes	\$26,213,760.00	\$1,186,000.00	\$27,399,760.00
Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084	10%	Yes	\$31,081,921.96	\$1,204,369.52	\$32,286,291.48

Reviewed by:



Bids Received: 11 A.M., May 5, 2022

STRAND ASSOCIATES, INC.®
IDFPR No. 184-001273
1170 South Houbolt Road
Joliet, IL 60431

NORTH OF WILLOW STORMWATER STORAGE PROJECTS
CONTRACT 022-025
VILLAGE OF WINNETKA, ILLINOIS
BID TABULATION BREAKDOWN

				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Earth Excavation–Par 3	1	LSUM	\$ 924,000.00	\$ 924,000.00	\$ 1,440,000.00	\$ 1,440,000.00	\$ 1,380,000.00	\$ 1,380,000.00
2.	Earth Excavation–18 Hole Golf Course	1	LSUM	\$ 1,840,000.00	\$ 1,840,000.00	\$ 4,026,041.00	\$ 4,026,041.00	\$ 4,180,000.00	\$ 4,180,000.00
3.	Earth Excavation–Extension–Par 3	1	LSUM	\$ 820,000.00	\$ 820,000.00	\$ 935,500.00	\$ 935,500.00	\$ 1,325,000.00	\$ 1,325,000.00
4.	Earth Excavation–Extension–18 Hole Golf Course	1	LSUM	\$ 490,000.00	\$ 490,000.00	\$ 390,200.00	\$ 390,200.00	\$ 1,985,000.00	\$ 1,985,000.00
5.	Stripping, Transferring, and Stockpiling of Topsoil	93,587	CY	\$ 4.75	\$ 444,538.25	\$ 0.01	\$ 935.87	\$ 0.01	\$ 935.87
6.	Installation of Duke Childs Underground Storage–Complete	1	LSUM	\$ 1,350,000.00	\$ 1,350,000.00	\$ 3,340,000.00	\$ 3,340,000.00	\$ 3,800,000.66	\$ 3,800,000.66
7.	Installation of Little Duke Underground Storage–Complete	1	LSUM	\$ 635,000.00	\$ 635,000.00	\$ 1,445,102.00	\$ 1,445,102.00	\$ 1,440,000.00	\$ 1,440,000.00
8.	Installation of Duke Childs Underground Storage–Extension	1	LSUM	\$ 545,000.00	\$ 545,000.00	\$ 698,100.00	\$ 698,100.00	\$ 1,315,000.00	\$ 1,315,000.00
9.	Installation of Little Duke Underground Storage–Extension	1	LSUM	\$ 195,000.00	\$ 195,000.00	\$ 270,000.00	\$ 270,000.00	\$ 545,000.00	\$ 545,000.00
10.	Trench Backfill	1,285	CY	\$ 40.00	\$ 51,400.00	\$ 85.00	\$ 109,225.00	\$ 105.00	\$ 134,925.00
11.	Sidewalk Removal	3,011	SF	\$ 2.00	\$ 6,022.00	\$ 1.00	\$ 3,011.00	\$ 1.65	\$ 4,968.15

				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
12.	Pavement Removal	5,917	SY	\$ 10.00	\$ 59,170.00	\$ 8.25	\$ 48,815.25	\$ 18.25	\$ 107,985.25
13.	Combination Curb and Gutter Removal	373	LF	\$ 8.00	\$ 2,984.00	\$ 7.75	\$ 2,890.75	\$ 6.00	\$ 2,238.00
14.	Hot-Mix Asphalt Surface Removal, 1 1/2"	950	SY	\$ 22.00	\$ 20,900.00	\$ 8.50	\$ 8,075.00	\$ 20.00	\$ 19,000.00
15.	Chain Link Fence Removal	3,590	LF	\$ 12.00	\$ 43,080.00	\$ 8.00	\$ 28,720.00	\$ 7.00	\$ 25,130.00
16.	Utility Structures to be Removed	26	EA	\$ 300.00	\$ 7,800.00	\$ 960.00	\$ 24,960.00	\$ 925.00	\$ 24,050.00
17.	Utility Structures to be Abandoned	17	EA	\$ 300.00	\$ 5,100.00	\$ 1,200.00	\$ 20,400.00	\$ 650.00	\$ 11,050.00
18.	Removal of Existing Structures	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 960.00	\$ 960.00	\$ 15,000.00	\$ 15,000.00
19.	Relocate Practice Power Poles from Landfill	3	EA	\$ 7,500.00	\$ 22,500.00	\$ 5,200.00	\$ 15,600.00	\$ 7,500.00	\$ 22,500.00
20.	Extension of Leachate Extraction Well, Complete	3	EA	\$ 7,500.00	\$ 22,500.00	\$ 3,500.00	\$ 10,500.00	\$ 5,600.00	\$ 16,800.00
21.	Pavement Marking Removal–Water Blasting	155	SF	\$ 30.00	\$ 4,650.00	\$ 15.00	\$ 2,325.00	\$ 25.00	\$ 3,875.00
22.	Tree Removal (6 to 15 Units Diameter)	1,522	UNIT	\$ 17.00	\$ 25,874.00	\$ 7.25	\$ 11,034.50	\$ 7.00	\$ 10,654.00
23.	Tree Removal (Over 15 Units Diameter)	4,088	UNIT	\$ 22.00	\$ 89,936.00	\$ 7.25	\$ 29,638.00	\$ 7.00	\$ 28,616.00
24.	Remove and Relocate Light Pole Foundation	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 5,200.00	\$ 5,200.00	\$ 4,500.00	\$ 4,500.00
25.	Temporary Chain Link Fence with Opaque Screening, 8'	3,457	LF	\$ 75.00	\$ 259,275.00	\$ 11.00	\$ 38,027.00	\$ 15.00	\$ 51,855.00

				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
26.	Temporary Construction Fence	5,080	LF	\$ 4.00	\$ 20,320.00	\$ 3.50	\$ 17,780.00	\$ 8.25	\$ 41,910.00
27.	Permanent Chain Link Fence, 8' on Landfill	1,740	LF	\$ 53.00	\$ 92,220.00	\$ 77.00	\$ 133,980.00	\$ 80.00	\$ 139,200.00
28.	Chain Link Gates, 8' X 30'	6	EA	\$ 9,750.00	\$ 58,500.00	\$ 300.00	\$ 1,800.00	\$ 7,800.00	\$ 46,800.00
29.	Chain Link Gates, 8' X 15' on Landfill	1	EA	\$ 9,050.00	\$ 9,050.00	\$ 200.00	\$ 200.00	\$ 4,000.00	\$ 4,000.00
30.	Perimeter Erosion Barrier	29,956	LF	\$ 3.00	\$ 89,868.00	\$ 3.50	\$ 104,846.00	\$ 3.45	\$ 103,348.20
31.	Floating Silt Curtain	4,807	LF	\$ 50.00	\$ 240,350.00	\$ 32.00	\$ 153,824.00	\$ 44.00	\$ 211,508.00
32.	Inlet Filters	31	EA	\$ 175.00	\$ 5,425.00	\$ 300.00	\$ 9,300.00	\$ 215.00	\$ 6,665.00
33.	Sediment Socks	50	LF	\$ 14.00	\$ 700.00	\$ 9.00	\$ 450.00	\$ 15.00	\$ 750.00
34.	Filter Fabric	1,235	SY	\$ 3.00	\$ 3,705.00	\$ 2.00	\$ 2,470.00	\$ 6.49	\$ 8,015.15
35.	Stabilized Construction Entrance	439	SY	\$ 50.00	\$ 21,950.00	\$ 25.00	\$ 10,975.00	\$ 73.00	\$ 32,047.00
36.	Temporary Erosion Control Seeding	1	LSUM	\$ 12,000.00	\$ 12,000.00	\$ 16,200.00	\$ 16,200.00	\$ 54,000.00	\$ 54,000.00
37.	Aggregate Base Course, Type B 8"	15,947	SY	\$ 10.00	\$ 159,470.00	\$ 16.00	\$ 255,152.00	\$ 17.60	\$ 280,667.20
38.	Portland Cement Concrete Sidewalk 5"	2,824	SF	\$ 15.00	\$ 42,360.00	\$ 13.00	\$ 36,712.00	\$ 16.00	\$ 45,184.00
39.	Detectable Warnings	433	SF	\$ 38.00	\$ 16,454.00	\$ 52.00	\$ 22,516.00	\$ 35.00	\$ 15,155.00

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Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
40.	Topsoil Placement, 6"	326,500	SY	\$ 1.75	\$ 571,375.00	\$ 0.01	\$ 3,265.00	\$ 2.80	\$ 914,200.00
41.	Topsoil Placement, 24"	21,485	SY	\$ 3.00	\$ 64,455.00	\$ 0.10	\$ 2,148.50	\$ 5.75	\$ 123,538.75
42.	Topsoil Removal and Disposal	29,636	CY	\$ 11.00	\$ 325,996.00	\$ 0.10	\$ 2,963.60	\$ 0.01	\$ 296.36
43.	Topsoil Removal and Disposal-Extension	29,636	CY	\$ 11.00	\$ 325,996.00	\$ 0.10	\$ 2,963.60	\$ 0.01	\$ 296.36
44.	Restoration-Sod	1	LSUM	\$ 54,500.00	\$ 54,500.00	\$ 74,500.00	\$ 74,500.00	\$ 98,000.00	\$ 98,000.00
45.	Restoration-Seed	1	LSUM	\$ 450,000.00	\$ 450,000.00	\$ 278,000.00	\$ 278,000.00	\$ 240,000.00	\$ 240,000.00
					*\$45,000.00				
46.	Tree, Acer X Freemanii Autumn Blaze (Autumn Blaze Freeman Maple), 3" Caliper, Balled And Burlapped	8	EA	\$ 750.00	\$ 6,000.00	\$ 970.00	\$ 7,760.00	\$ 950.00	\$ 7,600.00
47.	Temporary Traffic Signal Timing	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 5,200.00	\$ 10,400.00	\$ 2,500.00	\$ 5,000.00
48.	Supporting and Protecting Electrical Duct, STA. 2037+54	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 6,700.00	\$ 6,700.00	\$ 35,500.00	\$ 35,500.00
49.	Supporting and Protecting Electrical Duct, STA. 2037+93	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 11,500.00	\$ 11,500.00	\$ 35,500.00	\$ 35,500.00
50.	Supporting and Protecting Electrical Duct, STA. 2039+65	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 11,500.00	\$ 11,500.00	\$ 18,500.00	\$ 18,500.00
51.	Supporting and Protecting Electrical Duct, STA. 2040+30	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 11,500.00	\$ 11,500.00	\$ 35,500.00	\$ 35,500.00
52.	Supporting and Protecting Electrical Duct, STA. 2040+80	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 11,500.00	\$ 11,500.00	\$ 18,500.00	\$ 18,500.00

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Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
53.	Supporting and Protecting Electrical Duct, STA. 502+80	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 11,500.00	\$ 11,500.00	\$ 32,000.00	\$ 32,000.00
54.	Stone Riprap, Class A3	159	SY	\$ 90.00	\$ 14,310.00	\$ 52.00	\$ 8,268.00	\$ 112.00	\$ 17,808.00
55.	Clay Fill and Liner, 24"	50	SY	\$ 15.00	\$ 750.00	\$ 230.00	\$ 11,500.00	\$ 150.00	\$ 7,500.00
56.	Field Stone Riprap	1,076	SY	\$ 140.00	\$ 150,640.00	\$ 140.00	\$ 150,640.00	\$ 80.00	\$ 86,080.00
57.	Engineered Soil	240	CY	\$ 80.00	\$ 19,200.00	\$ 170.00	\$ 40,800.00	\$ 150.00	\$ 36,000.00
58.	Class D Patches, 6"	210	SY	\$ 130.00	\$ 27,300.00	\$ 66.00	\$ 13,860.00	\$ 150.00	\$ 31,500.00
59.	Class D Patches, 8 1/4"	856	SY	\$ 145.00	\$ 124,120.00	\$ 73.00	\$ 62,488.00	\$ 165.00	\$ 141,240.00
60.	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50, 1 1/2"	81	TON	\$ 275.00	\$ 22,275.00	\$ 140.00	\$ 11,340.00	\$ 260.00	\$ 21,060.00
61.	Combination Concrete Curb and Gutter, Type B-6.12	773	LF	\$ 60.00	\$ 46,380.00	\$ 48.00	\$ 37,104.00	\$ 55.00	\$ 42,515.00
62.	Combination Concrete Curb and Gutter, Type M-4.12	321	LF	\$ 60.00	\$ 19,260.00	\$ 48.00	\$ 15,408.00	\$ 54.25	\$ 17,414.25
63.	Concrete Curb, Type B-6	24	LF	\$ 95.00	\$ 2,280.00	\$ 84.00	\$ 2,016.00	\$ 85.00	\$ 2,040.00
64.	Paint Pavement Marking—Letters and Symbols	3	SF	\$ 25.00	\$ 75.00	\$ 22.00	\$ 66.00	\$ 10.00	\$ 30.00
65.	Thermoplastic Pavement Marking—Line 4"	505	LF	\$ 4.00	\$ 2,020.00	\$ 3.00	\$ 1,515.00	\$ 6.00	\$ 3,030.00
66.	Thermoplastic Pavement Marking—Line 6"	52	LF	\$ 5.00	\$ 260.00	\$ 4.50	\$ 234.00	\$ 6.25	\$ 325.00

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Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
67.	Thermoplastic Pavement Marking—Line 12"	393	LF	\$ 10.00	\$ 3,930.00	\$ 9.25	\$ 3,635.25	\$ 8.00	\$ 3,144.00
68.	Thermoplastic Pavement Marking—Line 24"	40	LF	\$ 20.00	\$ 800.00	\$ 18.00	\$ 720.00	\$ 16.00	\$ 640.00
69.	Temporary Surface Over Trench	891	SY	\$ 28.00	\$ 24,948.00	\$ 48.00	\$ 42,768.00	\$ 25.00	\$ 22,275.00
70.	Pedestrian Bridge, Bridge Q, 8' Wide, 5-Ton Load Rating	1	LSUM	\$ 115,000.00	\$ 115,000.00	\$ 107,900.00	\$ 107,900.00	\$ 120,000.00	\$ 120,000.00
71.	Pedestrian Bridge, Bridge H, 16' Wide, 10 Ton Load Rating	1	LSUM	\$ 225,000.00	\$ 225,000.00	\$ 113,500.00	\$ 113,500.00	\$ 235,000.00	\$ 235,000.00
72.	Pedestrian Bridge, Bridge F, 8' Wide, 5-Ton Load Rating	1	LSUM	\$ 115,000.00	\$ 115,000.00	\$ 106,600.00	\$ 106,600.00	\$ 120,000.00	\$ 120,000.00
73.	Pedestrian Bridge, Bridge E, 8' Wide, 5-Ton Load Rating	1	LSUM	\$ 115,000.00	\$ 115,000.00	\$ 213,700.00	\$ 213,700.00	\$ 139,000.00	\$ 139,000.00
74.	18th Hole Irrigation Transfer Pumping Station, Complete	1	LSUM	\$ 850,000.00	\$ 850,000.00	\$ 440,000.00	\$ 440,000.00	\$ 920,000.00	\$ 920,000.00
75.	Ash Street Pumping Station—Complete	1	LSUM	\$ 465,000.00	\$ 465,000.00	\$ 810,000.00	\$ 810,000.00	\$ 725,000.00	\$ 725,000.00
76.	Stormwater Treatment Device—Complete	1	LSUM	\$ 60,000.00	\$ 60,000.00	\$ 105,900.00	\$ 105,900.00	\$ 80,000.00	\$ 80,000.00
77.	Ductile Iron Water Main, 4"	5	FT	\$ 150.00	\$ 750.00	\$ 1,000.00	\$ 5,000.00	\$ 520.00	\$ 2,600.00
78.	Ductile Iron Water Main, 8"	244	FT	\$ 210.00	\$ 51,240.00	\$ 370.00	\$ 90,280.00	\$ 340.00	\$ 82,960.00
79.	Ductile Iron Water Main, 12"	135	FT	\$ 285.00	\$ 38,475.00	\$ 450.00	\$ 60,750.00	\$ 452.00	\$ 61,020.00
80.	Connections to Existing Water Main	11	EA	\$ 6,000.00	\$ 66,000.00	\$ 18,300.00	\$ 201,300.00	\$ 10,500.00	\$ 115,500.00

				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
81.	6" Line Stop	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 20,600.00	\$ 41,200.00	\$ 3,600.00	\$ 7,200.00
82.	12" Line Stop	7	EA	\$ 11,000.00	\$ 77,000.00	\$ 23,600.00	\$ 165,200.00	\$ 9,500.00	\$ 66,500.00
83.	6" Insertion Valve	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 23,800.00	\$ 23,800.00	\$ 9,000.00	\$ 9,000.00
84.	8" Gate Valve	6	EA	\$ 2,500.00	\$ 15,000.00	\$ 6,600.00	\$ 39,600.00	\$ 4,400.00	\$ 26,400.00
85.	12" Gate Valve	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 6,500.00	\$ 26,000.00	\$ 7,900.00	\$ 31,600.00
86.	Valve Vaults, Type A, Type 1 Frame, Closed Lid, 5'-Diameter	10	EA	\$ 3,000.00	\$ 30,000.00	\$ 6,600.00	\$ 66,000.00	\$ 4,525.00	\$ 45,250.00
87.	Valve Box 6"	1	EA	\$ 750.00	\$ 750.00	\$ 2,200.00	\$ 2,200.00	\$ 1,035.00	\$ 1,035.00
88.	Fire Hydrant with Auxiliary Valve and Valve Box	4	EA	\$ 7,500.00	\$ 30,000.00	\$ 11,500.00	\$ 46,000.00	\$ 9,525.00	\$ 38,100.00
89.	Fire Hydrants to be Removed	3	EA	\$ 300.00	\$ 900.00	\$ 2,000.00	\$ 6,000.00	\$ 1,300.00	\$ 3,900.00
90.	Cut and Cap Existing Water Main	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00	\$ 4,300.00	\$ 17,200.00
91.	Water Main in PVC Casing Pipe, 20"	30	LF	\$ 275.00	\$ 8,250.00	\$ 830.00	\$ 24,900.00	\$ 730.00	\$ 21,900.00
92.	Water Main in PVC Casing Pipe, 24"	28	LF	\$ 320.00	\$ 8,960.00	\$ 990.00	\$ 27,720.00	\$ 880.00	\$ 24,640.00
93.	Water Main in Steel Casing Pipe, 20"	20	LF	\$ 275.00	\$ 5,500.00	\$ 1,000.00	\$ 20,000.00	\$ 700.00	\$ 14,000.00
94.	Water Main in Steel Casing Pipe, 24"	40	LF	\$ 300.00	\$ 12,000.00	\$ 1,100.00	\$ 44,000.00	\$ 1,400.00	\$ 56,000.00

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Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
95.	Ductile Iron Water Main, 6"	33	FT	\$ 150.00	\$ 4,950.00	\$ 350.00	\$ 11,550.00	\$ 315.00	\$ 10,395.00
96.	Pipe Underdrains, Type II, 6"	146	FT	\$ 24.00	\$ 3,504.00	\$ 79.00	\$ 11,534.00	\$ 58.00	\$ 8,468.00
97.	Inline Drains	11	EA	\$ 650.00	\$ 7,150.00	\$ 2,300.00	\$ 25,300.00	\$ 2,000.00	\$ 22,000.00
98.	Storm Sewers, RCCP, Type 2, 6"	8	FT	\$ 70.00	\$ 560.00	\$ 240.00	\$ 1,920.00	\$ 190.00	\$ 1,520.00
99.	Storm Sewers, RCCP, Type 2, 8"	16	FT	\$ 70.00	\$ 1,120.00	\$ 270.00	\$ 4,320.00	\$ 192.00	\$ 3,072.00
100.	Storm Sewers, RCCP, Type 2, 12"	1,385	FT	\$ 75.00	\$ 103,875.00	\$ 150.00	\$ 207,750.00	\$ 110.00	\$ 152,350.00
101.	Storm Sewers, RCCP, Type 1, 12"	440	FT	\$ 75.00	\$ 33,000.00	\$ 110.00	\$ 48,400.00	\$ 110.00	\$ 48,400.00
102.	Storm Sewers, RCCP, Type 2, 15"	400	FT	\$ 80.00	\$ 32,000.00	\$ 160.00	\$ 64,000.00	\$ 113.00	\$ 45,200.00
103.	Storm Sewers, RCCP, Type 2, 18"	333	FT	\$ 85.00	\$ 28,305.00	\$ 170.00	\$ 56,610.00	\$ 115.00	\$ 38,295.00
104.	Storm Sewers, RCCP, Type 2, 21"	232	FT	\$ 100.00	\$ 23,200.00	\$ 200.00	\$ 46,400.00	\$ 118.00	\$ 27,376.00
105.	Storm Sewers, RCCP, Type 2, 24"	146	FT	\$ 125.00	\$ 18,250.00	\$ 210.00	\$ 30,660.00	\$ 182.00	\$ 26,572.00
106.	Storm Sewers, PVC, Type 2, 24"	127	FT	\$ 260.00	\$ 33,020.00	\$ 310.00	\$ 39,370.00	\$ 443.00	\$ 56,261.00
107.	Storm Sewers, RCCP, Type 2, 27"	90	FT	\$ 150.00	\$ 13,500.00	\$ 240.00	\$ 21,600.00	\$ 230.00	\$ 20,700.00
108.	Storm Sewers, RCCP, Type 2, 30"	47	FT	\$ 175.00	\$ 8,225.00	\$ 270.00	\$ 12,690.00	\$ 240.00	\$ 11,280.00

				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
109.	Storm Sewers, RCCP, Type 2, 36"	930	FT	\$ 225.00	\$ 209,250.00	\$ 250.00	\$ 232,500.00	\$ 245.00	\$ 227,850.00
110.	Storm Sewers, RCCP, Type 1, 36"	114	FT	\$ 225.00	\$ 25,650.00	\$ 240.00	\$ 27,360.00	\$ 240.00	\$ 27,360.00
111.	Storm Sewers, RCCP, Type 2, 48"	16	FT	\$ 300.00	\$ 4,800.00	\$ 570.00	\$ 9,120.00	\$ 350.00	\$ 5,600.00
112.	Storm Sewers, C900, Type 1, 12"	19	FT	\$ 100.00	\$ 1,900.00	\$ 160.00	\$ 3,040.00	\$ 395.00	\$ 7,505.00
113.	Storm Sewers, C900, Type 2, 18"	7	FT	\$ 220.00	\$ 1,540.00	\$ 520.00	\$ 3,640.00	\$ 660.00	\$ 4,620.00
114.	Storm Sewer Force Main, 12"	1,778	FT	\$ 125.00	\$ 222,250.00	\$ 170.00	\$ 302,260.00	\$ 180.00	\$ 320,040.00
115.	Precast Concrete Box Culvert 6' X 4'	142	LF	\$ 1,000.00	\$ 142,000.00	\$ 2,300.00	\$ 326,600.00	\$ 1,985.00	\$ 281,870.00
116.	Precast Concrete Box Culvert 8' X 4'	436	LF	\$ 1,000.00	\$ 436,000.00	\$ 2,200.00	\$ 959,200.00	\$ 1,850.00	\$ 806,600.00
117.	Precast Concrete Box Culvert 10' X 5'	279	LF	\$ 1,125.00	\$ 313,875.00	\$ 1,700.00	\$ 474,300.00	\$ 2,200.00	\$ 613,800.00
118.	Precast Concrete Box Culvert 10' X 6'	203	LF	\$ 1,200.00	\$ 243,600.00	\$ 2,220.00	\$ 450,660.00	\$ 2,205.00	\$ 447,615.00
119.	Precast Concrete Box Culvert 12' X 5'	20	LF	\$ 1,950.00	\$ 39,000.00	\$ 3,000.00	\$ 60,000.00	\$ 4,265.00	\$ 85,300.00
120.	Precast Concrete Box Culvert Riser 6' X 8'	13	VLF	\$ 4,500.00	\$ 58,500.00	\$ 140.00	\$ 1,820.00	\$ 6,750.00	\$ 87,750.00
121.	Precast Concrete Box Culvert Riser 8' X 8'	10	VLF	\$ 4,500.00	\$ 45,000.00	\$ 140.00	\$ 1,400.00	\$ 12,400.00	\$ 124,000.00
122.	Precast Concrete Box Culvert Riser 10' X 6'	11	VLF	\$ 4,500.00	\$ 49,500.00	\$ 1,900.00	\$ 20,900.00	\$ 7,550.00	\$ 83,050.00

				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
123.	Box Culvert End Sections, Culvert No. 4 (Par 3)	1	EA	\$ 110,000.00	\$ 110,000.00	\$ 64,000.00	\$ 64,000.00	\$ 125,000.00	\$ 125,000.00
124.	Box Culvert End Sections, Culvert No. 5.1 (18th Hole)	1	EA	\$ 100,000.00	\$ 100,000.00	\$ 61,000.00	\$ 61,000.00	\$ 155,000.00	\$ 155,000.00
125.	Box Culvert End Sections, Culvert No. 5.2 (18th Hole)	1	EA	\$ 100,000.00	\$ 100,000.00	\$ 61,000.00	\$ 61,000.00	\$ 165,000.00	\$ 165,000.00
126.	Catch Basins, Type A, 4'-Diameter, Type 1 Frame and Grate	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 6,800.00	\$ 13,600.00	\$ 4,200.00	\$ 8,400.00
127.	Catch Basins, Type A, 4'-Diameter, Type 8 Frame and Grate	27	EA	\$ 3,500.00	\$ 94,500.00	\$ 6,900.00	\$ 186,300.00	\$ 4,800.00	\$ 129,600.00
128.	Catch Basins, Type A, 4'-Diameter, Type 1 Frame, Closed Lid	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 7,100.00	\$ 7,100.00	\$ 4,900.00	\$ 4,900.00
129.	Catch Basins, Type A, 5'-Diameter, Type 8 Frame and Grate	10	EA	\$ 4,500.00	\$ 45,000.00	\$ 7,800.00	\$ 78,000.00	\$ 6,200.00	\$ 62,000.00
130.	Manholes, Type A, 4'-Diameter, Type 1 Frame, Closed Lid	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 6,800.00	\$ 6,800.00	\$ 4,525.00	\$ 4,525.00
131.	Manholes, Type A, 4'-Diameter, Type 8 Frame and Grate	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 5,900.00	\$ 5,900.00	\$ 4,300.00	\$ 4,300.00
132.	Manholes, Type A, 5'-Diameter, Type 1 Frame, Closed Lid	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 8,700.00	\$ 17,400.00	\$ 6,000.00	\$ 12,000.00
133.	Inlets, Type A, Type 8 Frame and Grate	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 3,100.00	\$ 6,200.00	\$ 2,500.00	\$ 5,000.00
134.	Inlets, Type B, Type 11V Frame and Grate	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,900.00	\$ 7,800.00	\$ 2,800.00	\$ 5,600.00
135.	Inlets, Type B, Type 8 Frame and Grate	6	EA	\$ 1,800.00	\$ 10,800.00	\$ 3,100.00	\$ 18,600.00	\$ 2,600.00	\$ 15,600.00
136.	Catch Basins, Type A, 4'-Diameter, Type 6 Frame and Grate	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 7,200.00	\$ 14,400.00	\$ 4,200.00	\$ 8,400.00

				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
137.	Catch Basins, Type A, 4'-Diameter, Type 11V Frame and Grate	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 7,300.00	\$ 14,600.00	\$ 4,750.00	\$ 9,500.00
138.	Inlets, Type A, Type 6 Frame and Grate	3	EA	\$ 1,600.00	\$ 4,800.00	\$ 4,000.00	\$ 12,000.00	\$ 2,600.00	\$ 7,800.00
139.	Inlets, Type B, Type 6 Frame and Grate	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 10,600.00	\$ 10,600.00	\$ 3,000.00	\$ 3,000.00
140.	Inlets, Type B, Type 11 Frame and Grate	3	EA	\$ 1,750.00	\$ 5,250.00	\$ 3,900.00	\$ 11,700.00	\$ 3,000.00	\$ 9,000.00
141.	Storm Sewers, PVC, Type 2, 6"	8	FT	\$ 90.00	\$ 720.00	\$ 270.00	\$ 2,160.00	\$ 185.00	\$ 1,480.00
142.	Pipe Underdrains, Type II, 4"	325	FT	\$ 35.00	\$ 11,375.00	\$ 72.00	\$ 23,400.00	\$ 51.00	\$ 16,575.00
143.	Manholes, Type A, 5'-Diameter, Neenah R 1791-A, Type B Closed Lid	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 8,300.00	\$ 16,600.00	\$ 6,000.00	\$ 12,000.00
144.	Manholes, Type A, 5'-Diameter, Neenah R 2525-A, Type G Open Grate	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 18,600.00	\$ 74,400.00	\$ 6,500.00	\$ 26,000.00
145.	Force Main Air Release Structure, Complete	2	EA	\$ 9,000.00	\$ 18,000.00	\$ 12,900.00	\$ 25,800.00	\$ 18,500.00	\$ 37,000.00
146.	Manholes, Type A, 7'-Diameter, Type 1 Frame, Closed Lid	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 18,100.00	\$ 36,200.00	\$ 19,500.00	\$ 39,000.00
147.	Traffic Control—Hibbard and Oak	1	LSUM	\$ 88,000.00	\$ 88,000.00	\$ 29,000.00	\$ 29,000.00	\$ 40,000.00	\$ 40,000.00
148.	Traffic Control—Ash	1	LSUM	\$ 50,000.00	\$ 50,000.00	\$ 10,700.00	\$ 10,700.00	\$ 18,000.00	\$ 18,000.00
149.	Traffic Control—Duke Childs	1	LSUM	\$ 50,000.00	\$ 50,000.00	\$ 10,600.00	\$ 10,600.00	\$ 18,000.00	\$ 18,000.00
150.	Traffic Control—Par 3	1	LSUM	\$ 100.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00

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Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
151.	Traffic Control–18th Hole	1	LSUM	\$ 100.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
152.	Traffic Control–North Course	1	LSUM	\$ 100.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
153.	Mobilization	1	LSUM	\$ 380,000.00	\$ 380,000.00	\$ 245,800.00	\$ 245,800.00	\$ 600,000.00	\$ 600,000.00
154.	Preconstruction Video	1	LSUM	\$ 7,500.00	\$ 7,500.00	\$ 5,100.00	\$ 5,100.00	\$ 6,000.00	\$ 6,000.00
155.	Removal and Disposal of Unsuitable Material	50	CY	\$ 65.00	\$ 3,250.00	\$ 72.00	\$ 3,600.00	\$ 80.00	\$ 4,000.00
156.	Removal and Disposal of Non-CCDD Material	20	TON	\$ 50.00	\$ 1,000.00	\$ 97.00	\$ 1,940.00	\$ 82.00	\$ 1,640.00
157.	Excavation, Stockpiling, and Removal of Hazardous Waste	20	CY	\$ 250.00	\$ 5,000.00	\$ 720.00	\$ 14,400.00	\$ 185.00	\$ 3,700.00
158.	Rock Excavation	20	CY	\$ 300.00	\$ 6,000.00	\$ 340.00	\$ 6,800.00	\$ 165.00	\$ 3,300.00
159.	Golf Course Layout and Staking	1	LSUM	\$ 31,500.00	\$ 31,500.00	\$ 31,000.00	\$ 31,000.00	\$ 63,102.32	\$ 63,102.32
160.	Golf Course GPS Mapping	1	LSUM	\$ 13,125.00	\$ 13,125.00	\$ 16,000.00	\$ 16,000.00	\$ 31,446.94	\$ 31,446.94
161.	Existing Green and Tee Preparation for Reseeding	246,225	SF	\$ 0.12	\$ 29,547.00	\$ 0.20	\$ 49,245.00	\$ 0.10	\$ 24,622.50
162.	Existing Asphalt Cart Path Removal	8,555	SF	\$ 1.40	\$ 11,977.00	\$ 1.00	\$ 8,555.00	\$ 1.30	\$ 11,121.50
163.	Existing Asphalt Surface Removal	25,750	SF	\$ 2.10	\$ 54,075.00	\$ 1.50	\$ 38,625.00	\$ 2.90	\$ 74,675.00
164.	Existing Gravel Cart Path Removal	1,950	SF	\$ 0.35	\$ 682.50	\$ 0.90	\$ 1,755.00	\$ 0.33	\$ 643.50

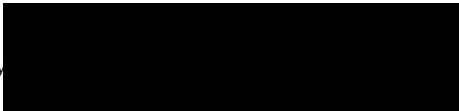
				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
165.	Existing Bunker Sand Removal	23,400	SF	\$ 0.50	\$ 11,700.00	\$ 0.50	\$ 11,700.00	\$ 0.48	\$ 11,232.00
166.	Contractor Application of Herbicide in Fairway and Roughs	1	LSUM	\$ 3,150.00	\$ 3,150.00	\$ 38,300.00	\$ 38,300.00	\$ 3,000.00	\$ 3,000.00
167.	Fescue Sod Clusters	800	SF	\$ 2.25	\$ 1,800.00	\$ 5.00	\$ 4,000.00	\$ 2.14	\$ 1,712.00
168.	4" Solid	10,035	LF	\$ 15.25	\$ 153,033.75	\$ 15.00	\$ 150,525.00	\$ 14.50	\$ 145,507.50
169.	4" (Perf.)	4,540	LF	\$ 17.10	\$ 77,634.00	\$ 17.00	\$ 77,180.00	\$ 16.25	\$ 73,775.00
170.	6" Solid	565	LF	\$ 19.50	\$ 11,017.50	\$ 19.00	\$ 10,735.00	\$ 18.55	\$ 10,480.75
171.	12" Nyloplast Inlet	212	EACH	\$ 525.00	\$ 111,300.00	\$ 510.00	\$ 108,120.00	\$ 500.00	\$ 106,000.00
172.	15" Nyloplast Inlet	9	EACH	\$ 685.00	\$ 6,165.00	\$ 660.00	\$ 5,940.00	\$ 650.00	\$ 5,850.00
173.	18" Nyloplast Inlet	1	EACH	\$ 1,025.00	\$ 1,025.00	\$ 990.00	\$ 990.00	\$ 975.00	\$ 975.00
174.	5" X 18" NDS Pro Series Channel Drain/Ductile Grate	24	EACH	\$ 790.00	\$ 18,960.00	\$ 770.00	\$ 18,480.00	\$ 750.00	\$ 18,000.00
175.	6" Flushout Grates	33	EACH	\$ 160.00	\$ 5,280.00	\$ 150.00	\$ 4,950.00	\$ 150.00	\$ 4,950.00
176.	MH/CB Elevation Adjustments	25	EACH	\$ 600.00	\$ 15,000.00	\$ 580.00	\$ 14,500.00	\$ 565.00	\$ 14,125.00
177.	Connections to Existing Pipes	47	EACH	\$ 150.00	\$ 7,050.00	\$ 140.00	\$ 6,580.00	\$ 140.00	\$ 6,580.00
178.	Control Vault Adjustments	3	EACH	\$ 105.00	\$ 315.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00

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Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
179.	Cap/Seal 4" Pipe	1	EACH	\$ 105.00	\$ 105.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
180.	Cap/Seal 6" Pipe	3	EACH	\$ 125.00	\$ 375.00	\$ 120.00	\$ 360.00	\$ 115.00	\$ 345.00
181.	Cap/Seal 8" Pipe	2	EACH	\$ 135.00	\$ 270.00	\$ 130.00	\$ 260.00	\$ 125.00	\$ 250.00
182.	Cap/Seal 18" Pipe	2	EACH	\$ 265.00	\$ 530.00	\$ 260.00	\$ 520.00	\$ 250.00	\$ 500.00
183.	Cap/Seal 36" Pipe	1	EACH	\$ 525.00	\$ 525.00	\$ 510.00	\$ 510.00	\$ 500.00	\$ 500.00
184.	Cap/Seal Existing Inlets	559	EACH	\$ 95.00	\$ 53,105.00	\$ 92.00	\$ 51,428.00	\$ 90.00	\$ 50,310.00
185.	Greens Construction	27,350	SF	\$ 7.00	\$ 191,450.00	\$ 7.00	\$ 191,450.00	\$ 6.73	\$ 184,065.50
186.	New Tee Construction	7,245	SF	\$ 5.00	\$ 36,225.00	\$ 5.00	\$ 36,225.00	\$ 4.86	\$ 35,210.70
187.	Bunker Development	32,540	SF	\$ 5.50	\$ 178,970.00	\$ 5.25	\$ 170,835.00	\$ 5.23	\$ 170,184.20
188.	Bunker Liner Installation	16,270	SF	\$ 2.70	\$ 43,929.00	\$ 2.50	\$ 40,675.00	\$ 2.50	\$ 40,675.00
189.	Fine Shaping/Seedbed Preparation	1	LSUM	\$ 285,600.00	\$ 285,600.00	\$ 172,208.93	\$ 172,208.93	\$ 272,000.00	\$ 272,000.00
190.	Greens Seeding	138,863	SF	\$ 0.15	\$ 20,829.45	\$ 0.25	\$ 34,715.75	\$ 0.15	\$ 20,829.45
191.	Fairways Seeding	24.7	ACRE	\$ 1,935.00	\$ 47,794.50	\$ 7,200.00	\$ 177,840.00	\$ 1,842.00	\$ 45,497.40
192.	Roughs Seeding	20.9	ACRE	\$ 2,010.00	\$ 42,009.00	\$ 7,000.00	\$ 146,300.00	\$ 1,915.00	\$ 40,023.50

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Item No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
193.	Fescue Roughs Seeding	5.6	ACRE	\$ 1,385.00	\$ 7,756.00	\$ 7,100.00	\$ 39,760.00	\$ 1,320.00	\$ 7,392.00
194.	Dry Detention Rough Seeding	3.3	ACRE	\$ 11,075.00	\$ 36,547.50	\$ 11,700.00	\$ 38,610.00	\$ 10,545.00	\$ 34,798.50
195.	Construction Disturbance Seeding	2.8	ACRE	\$ 6,750.00	\$ 18,900.00	\$ 13,500.00	\$ 37,800.00	\$ 6,425.00	\$ 17,990.00
196.	Hydro Mulching-Rough/Dry Detention	27.7	ACRE	\$ 4,750.00	\$ 131,575.00	\$ 4,200.00	\$ 116,340.00	\$ 4,550.00	\$ 126,035.00
197.	Hydro Mulching-Fairway	24.7	ACRE	\$ 4,750.00	\$ 117,325.00	\$ 3,800.00	\$ 93,860.00	\$ 4,525.00	\$ 111,767.50
198.	Irrigation	1	LSUM	\$ 716,000.00	\$ 716,000.00	\$ 800,000.00	\$ 800,000.00	\$ 784,300.00	\$ 784,300.00
199.	Turf Reinforcement Mat	39,700	SY	\$ 13.00	\$ 516,100.00	\$ 40.00	\$ 1,588,000.00	\$ 24.30	\$ 964,710.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 199					\$ 19,642,172.45		\$ 26,213,760.00		\$ 31,081,921.96
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 199					\$ 19,642,172.45		\$ 26,213,760.00		\$ 31,081,921.96

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by



Bids Received: 11 A.M., May 5, 2022								STRAND ASSOCIATES, INC.® IDFPR No. 184-001273 1170 South Houbolt Road Joliet, IL 60431	
NORTH OF WILLOW STORMWATER STORAGE PROJECTS CONTRACT 022-025 VILLAGE OF WINNETKA, ILLINOIS ALTERNATIVE BID TABULATION BREAKDOWN									
				DiMeo Brothers, Inc. 720 Richard Lane Elk Grove Village, IL 60007		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL 60084		V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517	
Alternative No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-1	Pec-Mat Installation–North Course Hole #7	2,140	SF	\$ 3.00	\$ 6,420.00	\$ 3.00	\$ 6,420.00	\$ 2.70	\$ 5,778.00
A-2	2" Micro-Slit	4,190	LF	\$ 17.50	\$ 73,325.00	\$ 17.00	\$ 71,230.00	\$ 16.50	\$ 69,135.00
A-3	Tees and Green Collars	141,935	SF	\$ 0.20	\$ 28,387.00	\$ 0.20	\$ 28,387.00	\$ 0.19	\$ 26,967.65
A-4	Bluegrass Sod	50,000	SF	\$ 1.10	\$ 55,000.00	\$ 2.00	\$ 100,000.00	\$ 1.03	\$ 51,500.00
A-5	New Cart Path Installation	174,640	SF	\$ 3.90	\$ 681,096.00	\$ 4.00	\$ 698,560.00	\$ 4.33	\$ 756,191.20
A-6	New Cart Path "Maintenance Road" Installation	3,730	SF	\$ 5.70	\$ 21,261.00	\$ 7.00	\$ 26,110.00	\$ 6.44	\$ 24,021.20
A-7	Existing Asphalt Cart Path to be Resurfaced	25,750	SF	\$ 2.35	\$ 60,512.50	\$ 2.50	\$ 64,375.00	\$ 2.20	\$ 56,650.00
A-8	Existing Gravel Path to be Resurfaced with Asphalt	5,320	SF	\$ 2.35	\$ 12,502.00	\$ 2.25	\$ 11,970.00	\$ 2.20	\$ 11,704.00
A-9	Existing Gravel Path "Maintenance Road" to be Resurfaced with Asphalt	5,985	SF	\$ 3.15	\$ 18,852.75	\$ 3.00	\$ 17,955.00	\$ 2.75	\$ 16,458.75
A-10	Decomposed Granite Path	4,800	SF	\$ 6.70	\$ 32,160.00	\$ 10.00	\$ 48,000.00	\$ 6.35	\$ 30,480.00
A-11	6" by 6" Cart Path Curbing	683	LF	\$ 62.00	\$ 42,346.00	\$ 61.00	\$ 41,663.00	\$ 59.35	\$ 40,536.05
A-12	Cart Path Sealant	1	LSUM	\$ 9,870.00	\$ 9,870.00	\$ 8,684.60	\$ 8,684.60	\$ 9,400.00	\$ 9,400.00
A-13	Erosion Control Blanket	50,000	SF	\$ 0.40	\$ 20,000.00	\$ 0.40	\$ 20,000.00	\$ 0.34	\$ 17,000.00
A-14	Select Tree and Stump Removal–10" or Less Caliper Tree	42	EACH	\$ 158.00	\$ 6,636.00	\$ 82.00	\$ 3,444.00	\$ 80.00	\$ 3,360.00
A-15	Select Tree and Stump Removal–Tree Larger Than 10" Caliper	89	EACH	\$ 525.00	\$ 46,725.00	\$ 180.00	\$ 16,020.00	\$ 175.00	\$ 15,575.00
A-16	Select Tree and Stump Removal–Stump Removal	10	EACH	\$ 79.00	\$ 790.00	\$ 31.00	\$ 310.00	\$ 30.00	\$ 300.00
A-17	Select Tree and Stump Removal–Selective Clearing/Underbrush	29	ACRE	\$ 2,940.00	\$ 85,260.00	\$ 1,500.00	\$ 43,500.00	\$ 1,500.00	\$ 43,500.00
A-18	Winnetka Park District Preplant Fertilization - Deduct	1	LSUM	\$ (19,719.00)	\$ (19,719.00)	\$ (22,644.00)	\$ (22,644.00)	\$ (18,780.00)	\$ (18,780.00)
A-19	Reuse Existing Drainage Inlets–Deduct	212	EACH	\$ -	\$ -	\$ (1.00)	\$ (212.00)	\$ 0.01	\$ 2.12
A-20	Contractor Removal of Existing Irrigation Heads	1	LSUM	\$ 25,410.00	\$ 25,410.00	\$ 24,700.00	\$ 24,700.00	\$ 24,200.00	\$ 24,200.00
A-21	Greens Seeding by Winnetka Park District–Deduct	138,863	SF	\$ (0.15)	\$ (20,829.45)	\$ (0.20)	\$ (27,772.60)	\$ (0.15)	\$ (20,829.45)
A-22	Cart Path Rough Seeding and Hydromulching	6.7	ACRE	\$ 6,930.00	\$ 46,431.00	\$ 6,500.00	\$ 43,550.00	\$ 6,600.00	\$ 44,220.00
A-23	Winnetka Park District Application of Herbicide in Fairway and Roughs - Deduct	1	LSUM	\$ (3,150.00)	\$ (3,150.00)	\$ (38,250.00)	\$ (38,250.00)	\$ (3,000.00)	\$ (3,000.00)

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Alternative No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 23				\$ 1,229,285.80		\$ 1,186,000.00		\$ 1,204,369.52
	CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 23				\$ 1,229,285.80		\$ 1,186,000.00		\$ 1,204,369.52

Reviewed by



ATTACHMENT 2

RESOLUTION NO. R-74-2022

A RESOLUTION APPROVING AN AGREEMENT WITH DI MEO BROTHERS, INC. FOR CONSTRUCTION SERVICES FOR THE NORTH OF WILLOW ROAD STORMWATER STORAGE PROJECT

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

WHEREAS, the Village is engaging in multiple projects to manage stormwater in the Village, including a project to install stormwater storage facilities north of Willow Road (“**Project**”); and

WHEREAS, the Village desires to retain a construction services firm to install new stormwater storage facilities north of Willow Road and perform related construction work pursuant to the Project (collectively, “**Services**”); and

WHEREAS, the Village issued request for bids No. 022-025 for the provision of the Services; and

WHEREAS, the Village received three bids to provide the Services (“**Bids**”) and opened the Bids on May 5, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Di Meo Brothers, Inc. of Elk Grove, Illinois (“**Contractor**”) is the lowest responsible bidder to provide the Services; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the provision of the Services from Contractor in an amount not to exceed \$16,514,557.25 (“**Agreement**”); and

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

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

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

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

June 21, 2022

R-74-2022

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

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 21st day of June, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

June 21, 2022

R-74-2022

VILLAGE OF WINNETKA

CONTRACT FOR THE CONSTRUCTION
OF NORTH OF WILLOW STORMWATER STORAGE PROJECTS

Contract Number: 022-025

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF NORTH OF WILLOW STORMWATER STORAGE PROJECTS**

Contract Number: 022-025

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Contractor's Certification

Attachment A:	Supplemental Schedule of Contract Terms
Attachment B:	Specifications
Attachment C:	List of Drawings
Attachment D:	Special Project Requirements

VILLAGE OF WINNETKA CONTRACT FOR THE CONSTRUCTION OF NORTH OF WILLOW STORMWATER STORAGE PROJECTS

Contract Number: 022-025

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, 60093, an Illinois municipal corporation (“Owner”), and **[name and address of successful bidder]**, a **[form of organization]** (“Contractor”), make this Contract as of _____, 20____, (the “Effective Date”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and

construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information required by Section 01 33 00, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide complete sets for each Required Submittal as detailed in Section 01 33 00.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to

“Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

1.15 Owner’s Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive

of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner

must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, representatives, Engineer, and all entities and persons named as additional insureds under Section 7 of Attachment A of this Contract ("Additional Insureds") against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner, Engineer, or the Additional Insureds.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full

satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A (“*Progress Payments*”).

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner (“*Pay Request*”). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor’s certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor’s certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner’s obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection (“*Notice of Completion*”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“*Punch List Work*”).

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner and Engineer of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner and Engineer arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner or Engineer, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement,

direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or

recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner or Engineer to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner or Engineer, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or Engineer may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

CONTRACT

Notices and communications to Owner must be addressed to, and delivered at, the following address:

Winnetka Engineering Department
1390 Willow Road
Winnetka, IL 60093
Attention: James Bernahl, P.E.,
Director of Engineering

with a copy to:

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

with a copy to:

Strand Associates, Inc
1170 South Houbolt Road
Joliet, Illinois 60431
Attention: Mike Waldron

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

[name of successful bidder]
[address of successful bidder]

with a copy to:

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses or other approvals or authorizations that may be required in connection with providing, performing, and

completing the Work, and with all applicable Laws, including without limitation the Davis-Bacon Act (40 U.S.C. §3141 et seq.) as defined by the United States Department of Labor, and, to the extent applicable, the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages; the Fair Labor Standards Act; any Laws regarding qualification to do business; any laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; the Illinois Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; any Laws prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.; any Laws respecting the assumption of liability for taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; Executive Order 11246 (a Notice of which is attached hereto as Appendix A); the DBE Policy per 40 CFR Part 33 as amended; Sections 436(a)-(f) of H.R. 3547, "The Consolidated Appropriations Act, 2014," concerning the use of U.S. made iron and steel products; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the CONTRACT foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

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

C. Certified Payrolls. Except as may otherwise be required or provided by the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as defined by the United States Department of Labor, Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, must submit to the Owner, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or Subcontractor that certifies that: (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the Contractor or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely upon the certification of a Subcontractor, provided that Contractor does not knowingly rely upon a Subcontractor's false

certification. Upon seven business days' notice, Contractor and each Subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents, and (ii) at all reasonable hours at a location within the State of Illinois.

D. Compliance with Davis-Bacon Wage Act. Contractor certifies that wages paid in connection with the Contract shall be paid at prevailing rates not less than: (1) those prevailing under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as defined by the United States Department of Labor, in accordance with the provisions set forth in the Special Conditions of Contract; and (2) to the extent applicable, those prevailing under the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

E. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

CONTRACT

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

Village of Winnetka

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

[contractor’s executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20____.

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

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

My Commission expires: _____

Notary Public

(SEAL)

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF NORTH OF WILLOW STORMWATER STORAGE PROJECTS**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Work consists of excavation for and installation of underground stormwater storage units at Duke Childs and Little Duke Fields, excavation for two aboveground stormwater storage ponds on Winnetka Golf Club Par-3 and 18-hole golf courses, installation of water main of various sizes, installation of storm sewers of various sizes, earthwork grading on athletic fields and golf courses, improvements to golf course features and irrigation systems, and final restoration in compliance with the Contract including, without limitation, the specifications set forth in Attachment B.

2. Work Site:

The Work Site is located on the Duke Childs and Little Duke Fields, the Winnetka Golf Club Par-3 and 18-Hole Golf Courses, Hibbard Road between Willow Road and Oak Street, Ash Street at Hibbard Road, and Oak Street at Hibbard Road.

3. Engineer:

Strand Associates, Inc, of Joliet, Illinois, or such additional or different Person as Owner may from time to time designate in writing to perform any and all functions of Engineer under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

4. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

Metropolitan Water Reclamation District of Greater Chicago (MWRD) permits, U.S. Army Corps of Engineers permit, Illinois Environmental Protection Agency Water Supply Permit, Illinois Department of Transportation Access and Detour permits.

5. **Commencement Date:**☐

the date of execution of the Contract by Owner.

☐

_____ days after execution of the Contract by Owner.

☐

_____, 20____

6. **Completion Date:**

A. Bidder agrees that the Work will be substantially complete on or before September 15, 2023 and will be completed and ready for final payment on or before October 15, 2023.

B. In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See the General Requirements for milestone requirements.

Milestone 1: October 31, 2022

Milestone 2: January 8, 2023

Milestone 3: March 30, 2023

Milestone 4: June 1, 2023

Milestone 5: August 1, 2023

7. **Insurance Coverage:**

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

(1) Worker's Compensation: Statutory;

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner

is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- E. Installation Floater Insurance: To cover any loss or damage to material, machinery, supplies, product and item of equipment, at full replacement value, to be used on or in the project until such time that the material, product and/or item of equipment is made permanently part of the building, structure, or project.
- F. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.
- G. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

☐

H. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.

☒

I. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Comprehensive General Liability, Comprehensive Motor Vehicle Liability, Builder's Risk Insurance, Installation Floater, Owner's and Contractor's Protective Liability Insurance, and Umbrella Policy.

The Additional Insured endorsement must identify Owner as follows:

The Village of Winnetka, Illinois, and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

☒

J. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

Additional Insured

Policy or Policies

Strand Associates, Inc.

Comprehensive General Liability

Jacobson Golf Course Design, Inc.

Comprehensive Motor Vehicle Liability

EC Design, Ltd.

Owner's and Contractor's Protective
Liability Insurance**8. Contract Price:****SCHEDULE OF PRICES****A. LUMP SUM CONTRACT**

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ _____



All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to "extra work." Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

X**B. UNIT PRICE CONTRACT**

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Item No.	Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
1.	Earth Excavation - Par 3	LSUM	1	\$924,000.00	\$924,000.00
2.	Earth Excavation - 18 Hole Golf Course	LSUM	1	\$1,840,000.00	\$1,840,000.00
3.	Earth Excavation - Extension - Par-3	LSUM	0	\$820,000.00	\$0.00
4.	Earth Excavation - Extension - 18 hole Golf Course	LSUM	0	\$490,000.00	\$0.00
5.	Stripping, Transferring, and Stockpiling of Topsoil	CY	93587	\$4.75	\$444,538.25
6.	Installation of Duke Childs Underground Storage - Complete	LSUM	1	\$1,350,000.00	\$1,350,000.00
7.	Installation of Little Duke Underground Storage - Complete	LSUM	1	\$635,000.00	\$635,000.00
8.	Installation of Duke Childs Underground Storage - Extension	LSUM	0	\$545,000.00	\$0.00
9.	Installation of Little Duke Underground Storage - Extension	LSUM	0	\$195,000.00	\$0.00
10.	Trench Backfill	CY	1285	\$40.00	\$51,400.00
11.	Sidewalk Removal	SF	3011	\$2.00	\$6,022.00
12.	Pavement Removal - Landfill Ring Road	SY	0	\$10.00	\$0.00
13.	Combination Curb and Gutter Removal	LF	373	\$8.00	\$2,984.00
14.	Hot-Mix Asphalt Surface Removal, 1 1/2"	SY	950	\$22.00	\$20,900.00
15.	Chain Link Fence Removal	LF	1497	\$12.00	\$17,964.00
16.	Utility Structures to be Removed	EA	26	\$300.00	\$7,800.00
17.	Utility Structures to be Abandoned	EA	17	\$300.00	\$5,100.00
18.	Removal of Existing Structures	EA	1	\$5,000.00	\$5,000.00
19.	Relocate Practice Power Pole from Landfill	EA	3	\$7,500.00	\$22,500.00
20.	Extension of Leachate Extraction Well, Complete	EA	3	\$7,500.00	\$22,500.00
21.	Pavement Marking Removal - Water Blasting	SF	155	\$30.00	\$4,650.00
22.	Tree Removal (6 to 15 Units Diameter)	UNIT	1522	\$17.00	\$25,874.00
23.	Tree Removal (Over 15 Units Diameter)	UNIT	4088	\$22.00	\$89,936.00
24.	Remove and Relocate Light Pole Foundation	EA	1	\$2,500.00	\$2,500.00
25.	Temporary Chain Link Fence with Opaque Screening, 8'	LF	1728	\$75.00	\$129,600.00
26.	Temporary Construction Fence	LF	6809	\$4.00	\$27,236.00
27.	Permanent Chain Link Fence, 8' on Landfill	LF	0	\$53.00	\$0.00
28.	Chain Link Gates, 8' x 30'	EA	3	\$9,750.00	\$29,250.00
29.	Chain Link Gates, 8' X 15' on Landfill	EA	0	\$9,050.00	\$0.00
30.	Perimeter Erosion Barrier	LF	29956	\$3.00	\$89,868.00
31.	Floating Silt Curtain	LF	200	\$50.00	\$10,000.00
32.	Inlet Filters	EA	31	\$175.00	\$5,425.00
33.	Sediment Socks	LF	50	\$14.00	\$700.00
34.	Filter Fabric	SY	1235	\$3.00	\$3,705.00
35.	Stabilized Construction Entrance	SY	439	\$50.00	\$21,950.00

36.	Temporary Erosion Control Seeding	LSUM	1	\$12,000.00	\$12,000.00
37.	Aggregate Base Course, Type B 8"	SY	5000	\$10.00	\$50,000.00
38.	Portland Cement Concrete Sidewalk 5 Inch	SF	2824	\$15.00	\$42,360.00
39.	Detectable Warnings	SF	433	\$38.00	\$16,454.00
40.	Topsoil Placement, 6"	SY	326500	\$1.75	\$571,375.00
41.	Topsoil Placement, 24"	SY	21485	\$3.00	\$64,455.00
42.	Topsoil Removal and Disposal	CY	22936	\$11.00	\$252,296.00
43.	Topsoil Removal and Disposal - Extension	CY	0	\$11.00	\$0.00
44.	Restoration-Sod	LSUM	1	\$54,500.00	\$54,500.00
45.	Restoration-Seed	LSUM	0.74	\$450,000.00	\$335,000.00
46.	Tree, Acer X Freemanii Autumn Blaze (Autumn Blaze Freeman Maple), 3" Caliper, Balled And Burlapped	EA	8	\$750.00	\$6,000.00
47.	Temporary Traffic Signal Timing	EA	2	\$2,000.00	\$4,000.00
48.	Supporting and Protecting Electrical Duct, STA. 2037+54	EA	1	\$20,000.00	\$20,000.00
49.	Supporting and Protecting Electrical Duct, STA. 2037+93	EA	1	\$20,000.00	\$20,000.00
50.	Supporting and Protecting Electrical Duct, STA. 2039+65	EA	1	\$12,500.00	\$12,500.00
51.	Supporting and Protecting Electrical Duct, STA. 2040+30	EA	1	\$12,500.00	\$12,500.00
52.	Supporting and Protecting Electrical Duct, STA. 2040+80	EA	1	\$12,500.00	\$12,500.00
53.	Supporting and Protecting Electrical Duct, STA. 502+80	EA	1	\$20,000.00	\$20,000.00
54.	Stone Riprap, Class A3	SY	697	\$90.00	\$62,730.00
55.	Clay Fill and Liner, 24"	SY	50	\$15.00	\$750.00
56.	Field Stone Riprap	SY	0	\$140.00	\$0.00
57.	Engineered Soil	CY	240	\$80.00	\$19,200.00
58.	Class D Patches, 6 Inch	SY	210	\$130.00	\$27,300.00
59.	Class D Patches, 8 1/4 Inch	SY	856	\$145.00	\$124,120.00
60.	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50, 1 1/2 Inches	TON	81	\$275.00	\$22,275.00
61.	Combination Concrete Curb and Gutter, Type B-6.12	LF	773	\$60.00	\$46,380.00
62.	Combination Concrete Curb and Gutter, Type M-4.12	LF	321	\$60.00	\$19,260.00
63.	Concrete Curb, Type B-6	LF	24	\$95.00	\$2,280.00
64.	Paint Pavement Marking - Letters and Symbols	SF	3	\$25.00	\$75.00
65.	Thermoplastic Pavement Marking - Line 4"	LF	505	\$4.00	\$2,020.00
66.	Thermoplastic Pavement Marking - Line 6"	LF	52	\$5.00	\$260.00
67.	Thermoplastic Pavement Marking - Line 12"	LF	393	\$10.00	\$3,930.00
68.	Thermoplastic Pavement Marking - Line 24"	LF	40	\$20.00	\$800.00
69.	Temporary Surface Over Trench	SY	891	\$28.00	\$24,948.00

70.	Pedestrian Bridge, Bridge Q, 8' Wide, 5-Ton Load Rating	LSUM	1	\$115,000.00	\$115,000.00
71.	Pedestrian Bridge, Bridge H, 16' Wide, 10-Ton Load Rating	LSUM	1	\$225,000.00	\$225,000.00
72.	Pedestrian Bridge, Bridge F, 8' Wide, 5-Ton Load Rating	LSUM	1	\$115,000.00	\$115,000.00
73.	Pedestrian Bridge, Bridge E, 8' Wide, 5-Ton Load Rating	LSUM	1	\$115,000.00	\$115,000.00
74.	18th Hole Irrigation Transfer Pumping Station, Complete	LSUM	1	\$230,000.00	\$230,000.00
75.	Ash Street Pumping Station - Complete	LSUM	1	\$465,000.00	\$465,000.00
76.	Stormwater Treatment Device	LSUM	1	\$60,000.00	\$60,000.00
77.	Ductile Iron Water Main, 4"	FT	5	\$150.00	\$750.00
78.	Ductile Iron Water Main, 8"	FT	244	\$210.00	\$51,240.00
79.	Ductile Iron Water Main, 12"	FT	135	\$285.00	\$38,475.00
80.	Connections to Existing Water Main	EA	11	\$6,000.00	\$66,000.00
81.	6" Line Stop	EA	2	\$6,000.00	\$12,000.00
82.	12" Line Stop	EA	7	\$11,000.00	\$77,000.00
83.	6" Insertion Valve	EA	1	\$8,000.00	\$8,000.00
84.	8" Gate Valve	EA	6	\$2,500.00	\$15,000.00
85.	12" Gate Valve	EA	4	\$4,500.00	\$18,000.00
86.	Valve Vaults, Type A, Type 1 Frame, Closed Lid, 5'-Diameter	EA	10	\$3,000.00	\$30,000.00
87.	Valve Box 6"	EA	1	\$750.00	\$750.00
88.	Fire Hydrant with Auxiliary Valve and Valve Box	EA	4	\$7,500.00	\$30,000.00
89.	Fire Hydrants to be Removed	EA	3	\$300.00	\$900.00
90.	Cut and Cap Existing Water Main	EA	4	\$2,000.00	\$8,000.00
91.	Water Main in PVC Casing Pipe, 20"	LF	30	\$275.00	\$8,250.00
92.	Water Main in PVC Casing Pipe, 24"	LF	28	\$320.00	\$8,960.00
93.	Water Main in Steel Casing Pipe, 20"	LF	20	\$275.00	\$5,500.00
94.	Water Main in Steel Casing Pipe, 24"	LF	40	\$300.00	\$12,000.00
95.	Ductile Iron Water Main, 6"	FT	33	\$150.00	\$4,950.00
96.	Pipe Underdrains, Type II, 6"	FT	146	\$24.00	\$3,504.00
97.	Inline Drains	EA	11	\$650.00	\$7,150.00
98.	Storm Sewers, RCCP, Type 2, 6"	FT	8	\$70.00	\$560.00
99.	Storm Sewers, RCCP, Type 2, 8"	FT	16	\$70.00	\$1,120.00
100.	Storm Sewers, RCCP, Type 2, 12"	FT	1385	\$75.00	\$103,875.00
101.	Storm Sewers, RCCP, Type 1, 12"	FT	440	\$75.00	\$33,000.00
102.	Storm Sewers, RCCP, Type 2, 15"	FT	400	\$80.00	\$32,000.00
103.	Storm Sewers, RCCP, Type 2, 18"	FT	333	\$85.00	\$28,305.00
104.	Storm Sewers, RCCP, Type 2, 21"	FT	232	\$100.00	\$23,200.00
105.	Storm Sewers, RCCP, Type 2, 24"	FT	146	\$125.00	\$18,250.00
106.	Storm Sewers, PVC, Type 2, 24"	FT	127	\$260.00	\$33,020.00
107.	Storm Sewers, RCCP, Type 2, 27"	FT	90	\$150.00	\$13,500.00
108.	Storm Sewers, RCCP, Type 2, 30"	FT	47	\$175.00	\$8,225.00
109.	Storm Sewers, RCCP, Type 2, 36"	FT	930	\$225.00	\$209,250.00

110.	Storm Sewers, RCCP, Type 1, 36"	FT	114	\$225.00	\$25,650.00
111.	Storm Sewers, RCCP, Type 2, 48"	FT	16	\$300.00	\$4,800.00
112.	Storm Sewers, C900, Type 1, 12"	FT	19	\$100.00	\$1,900.00
113.	Storm Sewers, C900, Type 2, 18"	FT	7	\$220.00	\$1,540.00
114.	Storm Sewer Force Main, 12"	FT	1778	\$125.00	\$222,250.00
115.	Precast Concrete Box Culvert 6' X 4'	LF	142	\$1,000.00	\$142,000.00
116.	Precast Concrete Box Culvert 8' X 4'	LF	436	\$1,000.00	\$436,000.00
117.	Precast Concrete Box Culvert 10' X 5'	LF	279	\$1,125.00	\$313,875.00
118.	Precast Concrete Box Culvert 10' X 6'	LF	203	\$1,200.00	\$243,600.00
119.	Precast Concrete Box Culvert 12' X 5'	LF	20	\$1,950.00	\$39,000.00
120.	Precast Concrete Box Culvert Riser 6' X 8'	VLF	13	\$4,500.00	\$58,500.00
121.	Precast Concrete Box Culvert Riser 8' X 8'	VLF	10	\$4,500.00	\$45,000.00
122.	Precast Concrete Box Culvert Riser 10' X 6'	VLF	11	\$4,500.00	\$49,500.00
123.	Box Culvert End Sections, Culvert No. 4 (Par 3)	EA	1	\$110,000.00	\$110,000.00
124.	Box Culvert End Sections, Culvert No. 5.1 (18th Hole)	EA	1	\$100,000.00	\$100,000.00
125.	Box Culvert End Sections, Culvert No. 5.2 (18th Hole)	EA	1	\$100,000.00	\$100,000.00
126.	Catch Basins, Type A, 4'-Diameter, Type 1 Frame and Grate	EA	2	\$3,500.00	\$7,000.00
127.	Catch Basins, Type A, 4'-Diameter, Type 8 Frame and Grate	EA	27	\$3,500.00	\$94,500.00
128.	Catch Basins, Type A, 4'-Diameter, Type 1 Frame, Closed Lid	EA	1	\$3,500.00	\$3,500.00
129.	Catch Basins, Type A, 5'-Diameter, Type 8 Frame and Grate	EA	10	\$4,500.00	\$45,000.00
130.	Manholes, Type A, 4'-Diameter, Type 1 Frame, Closed Lid	EA	1	\$3,500.00	\$3,500.00
131.	Manholes, Type A, 4'-Diameter, Type 8 Frame and Grate	EA	1	\$3,500.00	\$3,500.00
132.	Manholes, Type A, 5'-Diameter, Type 1 Frame, Closed Lid	EA	2	\$4,500.00	\$9,000.00
133.	Inlets, Type A, Type 8 Frame and Grate	EA	2	\$1,500.00	\$3,000.00
134.	Inlets, Type B, Type 11V Frame and Grate	EA	2	\$2,000.00	\$4,000.00
135.	Inlets, Type B, Type 8 Frame and Grate	EA	6	\$1,800.00	\$10,800.00
136.	Catch Basins, Type A, 4'-Diameter, Type 6 Frame and Grate	EA	2	\$4,000.00	\$8,000.00
137.	Catch Basins, Type A, 4'-Diameter, Type 11V Frame and Grate	EA	2	\$4,000.00	\$8,000.00
138.	Inlets, Type A, Type 6 Frame and Grate	EA	3	\$1,600.00	\$4,800.00
139.	Inlets, Type B, Type 6 Frame and Grate	EA	1	\$1,600.00	\$1,600.00
140.	Inlets, Type B, Type 11 Frame and Grate	EA	3	\$1,750.00	\$5,250.00
141.	Storm Sewers, PVC, Type 2, 6"	FT	8	\$90.00	\$720.00
142.	Pipe Underdrains, Type II, 4"	FT	325	\$35.00	\$11,375.00

143.	Manholes, Type A, 5'-Diameter, Neenah R-1791-A, Type B Closed Lid	EA	2	\$4,500.00	\$9,000.00
144.	Manholes, Type A, 5'-Diameter, Neenah R-2525-A, Type G Open Grate	EA	4	\$4,500.00	\$18,000.00
145.	Force Main Air Release Structure, Complete	EA	2	\$9,000.00	\$18,000.00
146.	Manholes, Type A, 7'-Diameter, Type 1 Frame, Closed Lid	EA	2	\$10,000.00	\$20,000.00
147.	Traffic Control - Hibbard and Oak	LSUM	1	\$88,000.00	\$88,000.00
148.	Traffic Control - Ash	LSUM	1	\$50,000.00	\$50,000.00
149.	Traffic Control - Duke Childs	LSUM	1	\$50,000.00	\$50,000.00
150.	Traffic Control - Par 3	LSUM	1	\$100.00	\$100.00
151.	Traffic Control - 18th Hole	LSUM	1	\$100.00	\$100.00
152.	Traffic Control - North Course	LSUM	1	\$100.00	\$100.00
153.	Mobilization	LSUM	1	\$380,000.00	\$380,000.00
154.	Preconstruction Video	LSUM	1	\$7,500.00	\$7,500.00
155.	Removal And Disposal of Unsuitable Material	CY	50	\$65.00	\$3,250.00
156.	Removal And Disposal of Non-CCDD Material	TON	20	\$50.00	\$1,000.00
157.	Excavation, Stockpiling, and Removal of Hazardous Waste	CY	20	\$250.00	\$5,000.00
158.	Rock Excavation	CY	20	\$300.00	\$6,000.00
159.	Golf Course Layout And Staking	LSUM	1	\$31,500.00	\$31,500.00
160.	Golf Course GPS Mapping	LSUM	1	\$13,125.00	\$13,125.00
161.	Existing Green and Tee Preparation For Re-Seeding	SF	246225	\$0.12	\$29,547.00
162.	Existing Asphalt Cart Path Removal	SF	8555	\$1.40	\$11,977.00
163.	Existing Asphalt Surface Removal	SF	25750	\$2.10	\$54,075.00
164.	Existing Gravel Cart Path Removal	SF	1950	\$0.35	\$682.50
165.	Existing Bunker Sand Removal	SF	23400	\$0.50	\$11,700.00
166.	Contractor Application of Herbicide in Fairway and	LSUM	1	\$3,150.00	\$3,150.00
167.	Fescue Sod Clusters	SF	800	\$2.25	\$1,800.00
168.	4" Solid	LF	10035	\$15.25	\$153,033.75
169.	4" (Perf.)	LF	4540	\$17.10	\$77,634.00
170.	6" Solid	LF	565	\$19.50	\$11,017.50
171.	12" Nyloplast Inlet	EACH	212	\$525.00	\$111,300.00
172.	15" Nyloplast Inlet	EACH	9	\$685.00	\$6,165.00
173.	18" Nyloplast Inlet	EACH	1	\$1,025.00	\$1,025.00
174.	5" X 18" NDS Pro Series Channel Drain/Ductile Grate	EACH	24	\$790.00	\$18,960.00
175.	6" Flushout Grates	EACH	33	\$160.00	\$5,280.00
176.	MH/CB Elevation Adjustments	EACH	25	\$600.00	\$15,000.00
177.	Connections to Existing Pipes	EACH	47	\$150.00	\$7,050.00
178.	Control Vault Adjustments	EACH	3	\$105.00	\$315.00

179.	Cap/Seal 4" Pipe	EACH	1	\$105.00	\$105.00
180.	Cap/Seal 6" Pipe	EACH	3	\$125.00	\$375.00
181.	Cap/Seal 8" Pipe	EACH	2	\$135.00	\$270.00
182.	Cap/Seal 18" Pipe	EACH	2	\$265.00	\$530.00
183.	Cap/Seal 36" Pipe	EACH	1	\$525.00	\$525.00
184.	Cap/Seal Existing Inlets	EACH	559	\$95.00	\$53,105.00
185.	Greens Construction	SF	27350	\$7.00	\$191,450.00
186.	New Tee Construction	SF	7245	\$5.00	\$36,225.00
187.	Bunker Development	SF	32540	\$5.50	\$178,970.00
188.	Bunker Liner Installation	SF	16270	\$2.70	\$43,929.00
189.	Fine Shaping/Seedbed Preparation	LSUM	1	\$285,600.00	\$285,600.00
190.	Greens Seeding	SF	138863	\$0.15	\$20,829.45
191.	Fairways Seeding	ACRE	24.70	\$1,935.00	\$47,794.50
192.	Roughs Seeding	ACRE	20.90	\$2,010.00	\$42,009.00
193.	Fescue Roughs Seeding	ACRE	5.60	\$1,385.00	\$7,756.00
194.	Dry Detention Rough	ACRE	3.30	\$11,075.00	\$36,547.50
195.	Construction Disturbance	ACRE	2.80	\$6,750.00	\$18,900.00
196.	Hydro Mulching - Rough/Dry Detention	ACRE	27.70	\$4,750.00	\$131,575.00
197.	Hydro Mulching - Fairway	ACRE	24.70	\$4,750.00	\$117,325.00
198.	Irrigation	LSUM	1	\$716,000.00	\$716,000.00
199.	Turf Reinforcement Mat	SY	9500	\$13.00	\$123,500.00

TOTAL BASE CONTRACT PRICE (write in numbers only):

\$ 15,285,271.45

<u>Alternative No.</u>	<u>Alternative Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1.	Pec-Mat Installation - North Course Hole #7	SF	2140	\$3.00	\$6,420.00
2.	2" Micro-Slit	LF	4190	\$17.50	\$73,325.00
3.	Tees and Green Collars Seeding	SF	141935	\$0.20	\$28,387.00
4.	Bluegrass Sod	SF	50000	\$1.10	\$55,000.00
5.	New Cart Path Installation	SF	174640	\$3.90	\$681,096.00
6.	New Cart Path "Maintenance Road" Installation	SF	3730	\$5.70	\$21,261.00
7.	Existing Asphalt Cart Path to be Resurfaced	SF	25750	\$2.35	\$60,512.50
8.	Existing Gravel Path to be Resurfaced with Asphalt	SF	5320	\$2.35	\$12,502.00
9.	Existing Gravel Path "Maintenance Road" to be Resurfaced with Asphalt	SF	5985	\$3.15	\$18,852.75
10.	Decomposed Granite Path	SF	4800	\$6.70	\$32,160.00
11.	6"x6" Cart Path Curbing	LF	683	\$62.00	\$42,346.00
12.	Cart Path Sealant	LSUM	1	\$9,870.00	\$9,870.00
13.	Erosion Control Blanket	SF	50000	\$0.40	\$20,000.00
14.	Select Tree and Stump Removal - 10" or Less Caliper Tree	EACH	42	\$158.00	\$6,636.00

15.	Select Tree and Stump Removal - Tree Larger Than 10" Caliper	EACH	89	\$525.00	\$46,725.00
16.	Select Tree and Stump Removal - Stump Removal	EACH	10	\$79.00	\$790.00
17.	Select Tree and Stump Removal - Selective Clearing/Underbrush	ACRE	29	\$2,940.00	\$85,260.00
18.	Winnetka Park District Preplant Fertilization - DEDUCT	LSUM	1	-\$19,719.00	-\$19,719.00
19.	Re-use Existing Drainage Inlets - DEDUCT	EACH	212	\$0.00	\$0.00
20.	Contractor Removal of Existing Irrigation Heads	LSUM	1	\$25,410.00	\$25,410.00
21.	Green Seeding by Winnetka Park District - DEDUCT	SF	138863	-\$0.15	-\$20,829.45
22.	Cart Path Rough Seeding and Hydromulching	ACRE	6.70	\$6,930.00	\$46,431.00
23.	Winnetka Park District Application of Herbicide in Fairway and Roughs - DEDUCT	LSUM	1	-\$3,150.00	-\$3,150.00

TOTAL ALTERNATIVE BID PRICE (write in numbers only):

\$ 1,229,285.80

TOTAL PROJECT CONTRACT PRICE-SUM OF BASE CONTRACT
PRICE AND ALTERNATIVE BID PRICE (write in numbers only):

\$16,514,557.25

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2)
(*write in numbers only*):

\$ _____

- D. 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.

9. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

- B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment

of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

10. Per Diem Administrative Charge:

☐

\$ _____

☒

No Charge

10. Standard Specifications:

ATTACHMENT A

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

- ☒ "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)
- ☒ "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)
- ☒ "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

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

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

See Attachment D for any special project requirements.



Agenda Item Executive Summary

TITLE: Resolution No. R-75-2022: Construction Engineering Contract for North of Willow Road Stormwater Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: June 21, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

Approved budget item as part of Stormwater Fund; Account No. 580.75.01-675

EXECUTIVE SUMMARY:

Due to the scope, size, and complexity of the proposed stormwater project, the Village will require the support of professional engineering consultants to assist with the review and approval of technical shop drawings, assistance with site inspections, project documentation, review and make recommendations for pay requests and potential change orders, and as required, assist in public communications and outreach programs.

As this project has developed over the past few years, the Village has worked closely with the engineering design team of Strand Associates. Due to the contribution of this team to the development of the project, the Village sought a proposal to assist with the duties and responsibilities of Resident Engineering for the project.

As the designer, Strand Associates, has the historical background and technical understanding of the project. Staff believes that their ongoing involvement with the pre-construction meetings, the technical reviews of the shop drawings, observation duties and the development of required documentation, coordination efforts with the Contractor, and the development of the final as-built drawings would add significant value to the Village. Strand Associates has proposed a fee of \$665,800 for their services, as enumerated in their proposal shown in the attached Extension to the Master Service Agreement.

Staff is proposing that Strand Associates will perform much of the day to day on-site inspections, development of the required documentation and photos, offer recommendations for any required field changes, and assist with public communications and outreach programs. Village Engineering Department staff is expected to supplement the services offered by Strand Associates for field inspections, project management and approval, and public relations.

The current FY 2022 budget includes \$19,331,000 in the Stormwater Fund; Account No. 580.75.01-675, this total includes \$375,000 for resident engineering services to be performed in 2022. The FY 2023 budget will include funding for the services to be performed in 2023.

RECOMMENDATION:

Consider adoption of Resolution No. R-75-2022: Approving an Extension Agreement with Strand Associates, Inc. for Construction Engineering Services for the North of Willow Road Stormwater Project. The extension provides for Resident Engineering services for the North of Willow Stormwater Storage Project as shown on the attached exhibit, for a lump sum fee not to exceed \$665,800.

ATTACHMENTS:

1. Resolution No. R-75-2022 Extension Agreement with Strand Associates for Construction Engineering Services North of Willow Road Stormwater Project

ATTACHMENT 1

R-75-2022

A RESOLUTION APPROVING AN EXTENSION AGREEMENT WITH STRAND ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE NORTH OF WILLOW ROAD STORMWATER PROJECT

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

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

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

WHEREAS, 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 desires to make infrastructure and other improvements for managing stormwater to reduce flooding in the Village (“*Stormwater Master Plan*”); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. (“*Consultant*”) to prepare a stormwater management study and to develop and evaluate managing stormwater in areas within the Village; and

WHEREAS, on February 21, 2017, the Village Council adopted Resolution R-12-2017 approving a Master Services Agreement with the Consultant for engineering services (“*Master Services Agreement*”), which Master Services Agreement provided for terms and conditions that would govern future engineering services performed for the Village by the Consultant; and

WHEREAS, on June 18, 2019, the Village entered into an Intergovernmental Cooperation Agreement with New Trier Township High School District No. 203 to construct stormwater management improvements on Dukes Child Field (“*New Trier IGA*”); and

WHEREAS, in March of 2020, the Village entered into an Intergovernmental Cooperation Agreement with the Winnetka Park District to construct stormwater management improvements on the Skokie Playfields (“*Park District IGA*”) (the New Trier IGA and Park District IGA are, collectively, the “*Stormwater IGAs*”); and

WHEREAS, the Consultant has previously provided satisfactory engineering services to the Village; and

WHEREAS, now that the Village has entered into the Stormwater IGAs, the Village desires to retain Consultant to assist with the review and approval of technical shop drawings, site inspections, project documentation, evaluation of pay requests and change orders from contractors,

June 21, 2022

R-75-2022

and assist the Village in public outreach and communications for the North of Willow Road Stormwater Project (collectively, “*Services*”); and

WHEREAS, the Village desires to retain the Consultant to perform the Services for the Village pursuant to an extension agreement, which incorporates the terms of the Master Services Agreement for price not to exceed \$665,800.00 (“*Extension Agreement*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Extension Agreement with the Consultant for the Consultant to perform the Services;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 21st day of June, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
EXTENSION AGREEMENT

**VILLAGE OF WINNETKA
EXTENSION OF PROFESSIONAL SERVICES AGREEMENT**

This **EXTENSION OF PROFESSIONAL SERVICES AGREEMENT** ("**Extension Agreement**") is dated as of the ____ day of _____, 20__, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **STRAND ASSOCIATES, INC.** ("**Consultant**") and incorporates by this reference, and is governed by, all the terms and conditions, rights and responsibilities of that certain Master Professional Services Agreement dated February 28, 2017, by and between the Village and the Consultant ("**Master Agreement**").

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

SECTION 1. Project Description.

Construction-related services for North of Willow Stormwater Storage Projects, as more fully described in the proposal attached to this Extension Agreement as **Exhibit A** ("**Services**").

SECTION 2. SCOPE OF SERVICES.

A. Services. The Consultant shall provide the consulting services as set forth more fully on the Proposal attached as Exhibit A ("**Services**") and Exhibit B "**Special Provisions**", pursuant to the terms and conditions of this Extension Agreement and the Master Agreement.

B. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Extension Agreement has been fully executed by the Parties ("**Project Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Extension Agreement or the Master Agreement by the Village, but in no event shall the Services be completed later than November 1, 2023 ("**Time of Performance**").

SECTION 3. COMPENSATION

For providing, performing and completing all services, Consultant shall be paid at the rates set forth in **Exhibit C**, but not to exceed, in totality, by the end of this Extension Agreement, the amount of \$665,800.

SECTION 4. KEY PROJECT PERSONNEL

The following are deemed "Key Project Personnel" pursuant to Section 4.A of the Master Agreement for the Services to be provided pursuant to this Extension Agreement: Michael Waldron, Dan Crowley, Andrew Walker, Jimmy Canning, Miranda Gollwitzer, and Mark Shubak.

SECTION 5. GENERAL TERMS

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

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

C. Authority to Execute.

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

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

EXHIBIT A

SERVICES

Project Information

Services Name: Construction-Related Services for North of Willow Stormwater Storage Projects

Services Description: Provide construction contract administration assistance and construction observation services for the North of Willow Stormwater Storage Projects (Project) previously designed by Consultant. The anticipated Project construction period is from July 5, 2022, through October 15, 2023.

Scope of Services

Consultant will perform the following services:

Construction Contract Administration Assistance

1. Prepare four sets of conformed construction contract documents and provide to Village for execution by Village and Contractor to include incorporation of addenda into drawings and specifications and final pay item tabulation as awarded.
2. Prepare for and attend one preconstruction meeting with Village. Create and distribute meeting minutes.
3. Review Contractor's construction schedule and track construction progress throughout the construction period.
4. Provide Project status and construction progress information to the Village on a weekly basis and assist the Village in weekly updates to its website.
5. Review shop drawings for compliance with contract documents and maintain a shop drawing log.
6. Respond to Contractor requests for information (RFI) and maintain a RFI log. Up to 20 RFI are anticipated.
7. Review work change directives and provide change order recommendations to the Village. Up to 12 work change directives and 6 change orders inclusive of a final balancing change order are anticipated. Maintain a pending and final change order log.
8. Review draft progress payments with Contractor, process pay requests, and provide pay application recommendations to the Village. Maintain and pay application log.
9. Collect record drawings, warranties, and operation and maintenance manuals from Contractor at completion of the Project and provide to Village.
10. Provide record drawings in electronic format from information compiled from Contractor's records. Consultant is providing drafting services only for record drawings based on the records presented to Consultant by contractor.

Construction Observation Services

1. Provide part-time construction observation by a Resident Project Representative (RPR) during pre-construction preparation and post-construction restoration work by Contractor. Part-time construction observation is defined as an average of 20 hours per week. Up to 12 weeks of part-time construction observation is anticipated.
2. Provide full-time construction observation by a RPR during active construction by Contractor. Full-time construction observation is defined as an average of 44 hours per week. Up to 52 weeks of full-time construction observation is anticipated.

3. Provide supplemental full-time construction observation by an Assistant RPR as needed to observe multiple Contractor crews. Supplemental full-time construction observation is defined as an average of 9 hours per day. Up to 30 days of supplemental full-time construction observation is anticipated.
4. In furnishing observation services, Consultant's efforts shall be directed toward determining for the Village that the completed Project will, in general, conform to the Contract Document; but Consultant shall not supervise, direct, or have control over the methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
5. Perform soil sampling and testing for Clean Construction and Demolition Debris (CCDD) determination through a geotechnical engineering subconsultant.
6. Perform geotechnical and materials testing through a Project Soils Engineer subconsultant at locations and frequencies as prescribed by the Contract Documents.
7. Attend and document weekly construction progress meetings with Contractor on site.
8. Perform one Milestone Completion site visit with Village for review of Duke Childs Field work by Contractor. Compile a list of items to be completed and provide to Village and Contractor for completion prior to turning over Duke Childs Field to New Trier High School District.
9. Perform one Substantial Completion site visit with Village upon written notice from Contractor to Village that Substantial Completion has been reached. Compile a list of items to be completed and provide to Village and Contractor.
10. Perform one Final Completion site visit with Village to verify completion of project for final payment.

Owner Responsibilities

1. Assist Consultant by placing at Consultant's disposal all available information pertinent to this Project including previous reports, previous drawings and specifications, and any other data relative to the scope of this Project.
2. Provide access to the Project corridors as required for Consultant to perform Services under this Agreement.
3. Guarantee access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform Services under this Agreement.
4. Provide all legal services as may be required for the development of this Project.
5. Provide bidding and contracting documents.
6. Advertise and distribute documents for bidding.

Schedule

Services will begin upon execution of this Extension Agreement, which is anticipated the week of June 20, 2022. Services are scheduled for completion by November 1, 2023

EXHIBIT B

SPECIAL PROVISIONS

None

EXHIBIT C

COMPENSATION

Compensation

The Village shall compensate the Consultant for Construction-Related Services for North of Willow Stormwater Storage Projects under this Extension Agreement on an hourly rate basis plus expenses with a total not-to-exceed fee of \$665,800.

Client: Village of Winnetka Project: North of Willow Construction-Related Services June 2022 to October 2023 Construction Period Job No.: TBD Date: 13-Jun-2022										BUDGET TOTALS				
Task		PRINCIPAL	PROJ. MANAGER	LEAD ENGINEER	SR. ENGINEER	LEAD RPR	ASST. RPR	OFFICE TECH	SECRETARY	Hours	Expense Cost	Labor Cost	Line Cost	
Construction Contract Administration														
	Project Startup and Preparation		40.00	24.00	8.00	40.00	8.00		8.00	128.00	\$1,144.00	\$23,269.23	\$24,413.23	
	Project Management (June '22 thru November '23, 18 mos.)	18	9.00	72.00					18.00	99.00	\$1,170.40	\$23,347.09	\$24,517.49	
	Conform documents and distribute (4 sets)		4.00	16.00					8.00	28.00	\$5,865.20	\$4,015.56	\$9,880.76	
	Preconstruction Meeting and Minutes		8.00	16.00		8.00			4.00	36.00	\$360.91	\$5,901.33	\$6,262.24	
	Construction tracking and weekly project updates	72		36.00	72.00					108.00	\$2,024.00	\$18,984.20	\$21,008.20	
	Shop drawing reviews (86 submittals)		4.00	40.00						44.00	\$748.00	\$6,282.30	\$7,030.30	
	Requests for information (RFI)	20		10.00	40.00				5.00	55.00	\$814.00	\$8,420.84	\$9,234.84	
	Work change directives	12		6.00	24.00				3.00	33.00	\$532.40	\$5,052.50	\$5,584.90	
	Change orders	6		6.00	12.00				1.50	19.50	\$321.20	\$3,325.84	\$3,647.04	
	Pay requests	16		8.00	32.00				4.00	44.00	\$602.80	\$6,736.67	\$7,339.47	
	Project completion documents		2.00	12.00					4.00	18.00	\$250.80	\$2,529.40	\$2,780.20	
	Record drawings			8.00				40.00		48.00	\$990.00	\$4,802.38	\$5,792.38	
	Project closeout		8.00	8.00					2.00	18.00	\$360.80	\$3,391.22	\$3,752.02	
Construction Contract Administration			9.00	204.00	304.00	8.00	48.00	8.00	40.00	57.50	678.50	\$15,184.51	\$116,058.56	\$131,243.07
Construction Observation														
	Lead RPR	weeks												
	Part-Time Startup (July 2022)	4				80.00				80.00	\$1,425.57	\$12,511.36	\$13,936.93	
	Full-Time (August 2022 Thru July 2023)	52.0				2288.00				2288.00	\$30,887.31	\$357,824.99	\$388,712.30	
	Part-Time Restoration (August 2023 to October 15, 2023)	8				160.00				160.00	\$2,851.14	\$25,022.73	\$27,873.87	
	Asst. RPR	days												
	Part-Time (Various between Nov 2022 and Feb 2023)	20					180.00			180.00	\$1,849.10	\$16,916.14	\$18,765.24	
	Full-Time (Winter Break, 2 weeks)	10					90.00			90.00	\$924.55	\$8,458.07	\$9,382.62	
Construction Observation			0.00	0.00	0.00	2528.00	270.00	0.00	0.00	2798.00	\$37,937.67	\$420,733.29	\$458,670.96	

Project Soils Engineering													
	CCDD Testing for disposal										\$16,629.00		\$16,629.00
	Construction Materials Testing Schedule:												
	Storm Trap subgrade testing (16 site visits)	16											
	Storm Trap backfill compaction testing (2 site visits)	2											
	Water quality structure subgrade testing (1 site visit)	1											
	Culvert subgrade testing (12 site visits)	12											
	Parking lot subbase compaction tests (2 site visits)	2											
	Trench backfill compaction testing (4 site visits)	4											
	Conc. C&G testing Ash-Cherry-Oak-Willow (4 site visits)	4											
	Concrete sidewalk testing Ash/Cherry-Oak (2 site visits)	2											
	Ashpalt patch paving compaction Ash/Oak (2 site visits)	2											
	New pond clay lining inspection (2 site visits)	2											
	Total Site Visits	47									\$55,043.60		\$55,043.60
	Test reporting										\$4,186.00		\$4,186.00
Project Soils Engineering		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$75,858.60	\$0.00	\$75,858.60
Total Hours		9.00	204.00	304.00	8.00	2576.00	278.00	40.00	57.50	3476.50	\$128,980.78	\$536,791.85	\$665,772.63
% of Total Hours		0.3%	5.9%	8.7%	0.2%	74.1%	8.0%	1.2%	1.7%				
Cost		\$2,215.28	\$54,372.03	\$39,643.00	\$1,607.86	\$402,865.90	\$26,126.04	\$3,759.14	\$6,202.60				
Total Labor Cost		\$536,791.85											
Total Expense Cost		\$128,980.78											
Total		\$665,772.63											



Agenda Item Executive Summary

TITLE: Resolution No. R-78-2022: Stormwater Engineering Contract for Conveyance (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: June 21, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

- 08/04/20 - Village Council awarded contract to Strand for Hibbard Road Project
- 02/16/21 - Village Council approved an extension to the Strand contract for the design and permitting of the North of Willow Road Stormwater Storage Facilities project.
- Approved FY22 budget - Allocation for Conveyance Design Projects

EXECUTIVE SUMMARY:

To begin construction for the West and Southwest Winnetka Stormwater Management Conveyance projects the Village will need to begin the design and permitting for these next phases of stormwater projects. The Village will continue to seek grant funding to assist with the construction of these projects. To improve the Village's odds on receiving grant funds many of the current programs favor projects that are shovel ready, or able to commence with a few years.

The West and Southwest Winnetka Stormwater Management Conveyance projects are proposed to be constructed in various Phases over the next five years. These projects are anticipated to begin after the commencement of the Hibbard Road Stormwater Management Wetlands Project and the North of Willow Road Stormwater Storage Facilities project. Attached is an exhibit showing the proposed conveyance project locations and the estimated year of construction. The engineering designs for these projects are currently at the advanced conceptual level, but significant final engineering work needs to be completed to be able to obtain the necessary permits, seek grant funding assistance, and prepare bidding documents. All of the future conveyance projects are listed in the Villages five year capital program and have been presented in previous budget presentations to the Council. Staff estimates that the design work will be completed over a period of approximately two and a half years.

On August 4, 2020 the Village Council awarded a contract with Strand Associates, Inc. to begin the design and permitting for the Hibbard Road Stormwater Management Wetlands Project. On February 16, 2021 The Village Council approved a contract extension as part of the Master Services agreement for the design of the North of Willow Road Stormwater Storage Facilities project. Because the proposed conveyance projects include critical connections and coordination with the North of Willow Road Stormwater Storage Facilities project and the Hibbard Road Stormwater Management Wetlands

Project, staff believes that utilizing already obtained field data and maintaining a consistent design team is critical to the success of these programs.

For these reasons, staff requested that Strand Associates provide a proposal to perform the design work for the West and Southwest Winnetka Stormwater Management Conveyance projects. Village staff and Strand Associates have developed a scope of work to perform all of the necessary engineering to bring the projects to the point where the Village can seek grant funding and be prepared to solicit and award construction bids to build the projects. The detailed scope of services and fee proposal for the Strand Associates, Inc. is shown in Exhibit "A" & "C" of the proposed Extension of Professional Services Agreement.

The scope of work consists of the following broad areas: topographic surveying, geotechnical investigations, hydrologic and hydraulic modeling, perform a wetland identification and delineation study for the project area within the Crow Island Woods property, construction documents, including grading and drainage plans, construction details and technical specifications, including bidding documents, evaluating and identify potential locations for linear green infrastructure bioswales and rain gardens along the storm sewer corridor.

Approval by the Council will authorize an extension of Professional Services pursuant to the Master Professional Services Agreement between the Village and Strand Associates dated February 28, 2017. The extension provides for engineering design services for stormwater management-related improvements associated with the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically stormwater conveyance improvements as shown on the attached exhibit. Strand has provided a proposal for a lump sum fee not to exceed \$2,920,440. The extension also includes an allowance of \$40,000 for additional "If-Authorized Services" as outlined in the scope of services.

The current FY 2022 budget includes \$19,331,000 in the Stormwater Fund; Account No. 580.75.01-675, this total includes \$612,000 for the design work to be completed in 2022. The FY 2023 and FY 2024 budgets will include funding for work to be performed in 2023 and 2024, respectively.

RECOMMENDATION:

Consider adoption of Resolution No. R-78-2022; approving an Extension of Professional Services pursuant to the Master Professional Services Agreement between the Village and Strand Associates dated February 28, 2017. The extension provides for engineering design services for stormwater management-related improvements associated with the Stormwater Alternatives Study for Western and Southwestern Winnetka, specifically stormwater conveyance improvements as shown on the attached exhibit, for a lump sum fee not to exceed \$2,920,440. The extension further provides for additional "If-Authorized Services", billed at an hourly rate plus expenses not to exceed \$40,000.

ATTACHMENTS:

1. Resolution No. R-78-2022 Resolution Approving an Extension Agreement with Strand Associates Inc. for Design Engineering Services for the West and Sout
2. Crow Island Conveyance Projects Supporting Figure

ATTACHMENT 1

R-78-2022

A RESOLUTION APPROVING AN EXTENSION AGREEMENT WITH STRAND ASSOCIATES, INC. FOR DESIGN ENGINEERING SERVICES FOR THE WEST AND SOUTHWEST WINNETKA STORMWATER MANAGEMENT CONVEYANCE PROJECT

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

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

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

WHEREAS, 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 desires to make infrastructure and other improvements for managing stormwater to reduce flooding in the Village ("**Stormwater Master Plan**"); and

WHEREAS, in 2015, the Village hired Strand Associates, Inc. ("**Consultant**") to prepare a stormwater management study and to develop and evaluate managing stormwater in areas within the Village; and

WHEREAS, on February 21, 2017, the Village Council adopted Resolution R-12-2017 approving a Master Services Agreement with the Consultant for engineering services ("**Master Services Agreement**"), which Master Services Agreement provided for terms and conditions that would govern future engineering services performed for the Village by the Consultant; and

WHEREAS, the Consultant has previously provided satisfactory engineering services to the Village; and

WHEREAS, the Village desires to retain Consultant to provide design engineering services for the West and Southwest Winnetka Stormwater Management Conveyance Project ("**Services**") pursuant to an extension agreement, which incorporates the terms of the Master Services Agreement for price not to exceed \$2,920,440.00, plus an additional \$40,000.00 for expenses identified and authorized by the Village ("**Extension Agreement**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Extension Agreement with the Consultant for the Consultant to perform the Services;

}

June 21, 2022

R-78-2022

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

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

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

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

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

ADOPTED this 21st day of June, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

}
June 21, 2022

R-78-2022

EXHIBIT A
EXTENSION AGREEMENT

VILLAGE OF WINNETKA EXTENSION OF PROFESSIONAL SERVICES AGREEMENT

This **EXTENSION OF PROFESSIONAL SERVICES AGREEMENT** ("**Extension Agreement**") is dated as of the ____ day of _____, 20__, and is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **STRAND ASSOCIATES, INC.** ("**Consultant**") and incorporates by this reference, and is governed by, all the terms and conditions, rights and responsibilities of that certain Master Professional Services Agreement dated February 28, 2017, by and between the Village and the Consultant ("**Master Agreement**").

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

SECTION 1. Project Description.

Engineering design services for stormwater management related improvements associated with Phase 3 Crow Island Stormwater Storage and Phase 4 Stormwater Conveyance Facilities under the Stormwater Alternatives Study for Western and Southwestern Winnetka, as more fully described in the proposal attached to this Extension Agreement as **Exhibit A ("Services")**.

SECTION 2. SCOPE OF SERVICES.

A. Services. The Consultant shall provide the consulting services as set forth more fully on the Proposal attached as Exhibit A ("**Services**") and Exhibit B ("**Special Provisions**"), pursuant to the terms and conditions of this Extension Agreement and the Master Agreement.

B. Commencement; Term. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Extension Agreement has been fully executed by the Parties ("**Project Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon termination of this Extension Agreement or the Master Agreement by the Village, but in no event shall the Services be completed later than June 30, 2024 ("**Time of Performance**").

SECTION 3. COMPENSATION

For providing, performing and completing all services, Consultant shall be paid at the rates set forth in **Exhibit C**, but not to exceed, in totality, by the end of this Extension Agreement, the amount of \$2,920,440.

SECTION 4. **KEY PROJECT PERSONNEL**

The following are deemed “Key Project Personnel” pursuant to Section 4.A of the Master Agreement for the Services to be provided pursuant to this Extension Agreement: Michael Waldron, Mark Shubak, Kelsey Gattone, Jimmy Canning, Miranda Gollwitzer, and Mike Williams.

SECTION 5. **GENERAL TERMS**

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

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

C. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Consultant that the persons executing this Extension Agreement on its behalf have been properly authorized to do so by its corporate authorities.
2. The Consultant. The Consultant hereby warrants and represents to the Village that the persons executing this Extension Agreement on its behalf have the full and complete right, power, and authority to enter into this Extension Agreement and to agree to the terms, provisions, and conditions set forth in this Extension

Agreement and the Master Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Extension Agreement have been taken.

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

ATTEST:

VILLAGE OF WINNETKA

Authorized Signer Date

Robert Bahan Date
Village Manager

Printed Name: _____

Title: _____

ATTEST:

CONSULTANT

Authorized Signer Date

Joseph M. Bunker Date
Corporate Secretary

Printed Name: _____

Title: _____

EXHIBIT A

SERVICES

Project Information

Services Name: Crow Island Stormwater Storage and Conveyance Facilities Design

Services Description: Provide engineering design services in accordance with the Extension of Professional Services Agreement dated _____, 20__, for stormwater management-related improvements associated with Phases 3 and 4 of the Stormwater Alternatives Study for Western and Southwestern Winnetka previously prepared by *Consultant*. Stormwater management-related improvements (Project) include design services for the following components:

1. Crow Island Underground Storage Facility: An underground stormwater storage facility at Crow Island Woods located north of Mount Pleasant Street and west of Glendale Avenue, being partially owned by Winnetka Park District (WPD) and partially owned by Winnetka School District 36 (District 36), having a volume of 10.8 acre-feet and in accordance with Exhibit D–Stormwater Improvements and Exhibit E–Village Restoration Improvements in the March 10, 2020, Intergovernmental Cooperation Agreement between the *Village* and WPD and in accordance with Exhibit C–Stormwater Improvements and Exhibit D–Village Restoration Improvements in the January 7, 2020, Intergovernmental Cooperation Agreement between the *Village* and District 36.
2. Crow Island Stormwater Pumping Station: Modification of the existing stormwater pumping station at the west end of Mount Pleasant Street to drain the Crow Island underground storage facility below normal water level.
3. Crow Island Conveyance: Approximately 2,000 feet of ten-foot by five-foot prefabricated concrete box storm sewer from the Crow Island Underground Storage Facility west across WPD property to Euclid Avenue then south to Sunset Road then west to Hibbard Road.
4. Tree Streets Conveyance: Approximately 1,600 feet of prefabricated concrete box storm sewer; 5,500 feet of elliptical storm sewer; and 450 feet of 36-inch diameter storm sewer on Ash Street from Hibbard Road to Locust Street and Oak Street from Hibbard Road to Provident Avenue (including segments on Berkley Avenue from Ash Street and Cherry Street), on Cherry Street from Berkley Avenue to Glendale Avenue, on Glendale Avenue from Ash Street to the alley, and on Glendale Avenue from Oak Street to Elm Street. This Project corridor is approximately 7,600 feet long.
5. Willow Road East Conveyance: Approximately 2,400 feet of prefabricated concrete box storm sewer and 500 feet of 24-inch diameter storm sewer on Willow Road from Glendale Avenue to Provident Avenue and on Provident Avenue from Hibbard Road to Ash Street, including a 500-foot segment on Ash Street east of Provident Avenue. This Project corridor is approximately 3,000 feet long.
6. South of Willow Conveyance: Approximately 2,165 feet of prefabricated concrete box storm sewer; 2,000 feet of elliptical storm sewer; and 1,220 feet of 24-inch to 36-inch diameter storm sewer on Mount Pleasant Street from Glendale Avenue to Locust Street, Locust Street from Mount Pleasant Street to DeWindt Road, and Sunset Road from Locust Road to Birch Street. This Project corridor is approximately 4,600 feet long.
7. Hibbard North Conveyance: Approximately 1,250 feet of prefabricated concrete box storm sewer; 350 feet of elliptical storm sewer; and 1,150 feet of 24-inch and 36-inch storm sewer on Hibbard Road from Oak Street to Pine Street (including segments on Elm Street from Hibbard Road to Berkley Avenue), a 500-foot segment on Spruce Street east of Hibbard Road, and a 500-foot segment on Pine Street east of Hibbard Road. This Project corridor is approximately 2,800 feet long.

8. Upstream Conveyance consisting of the following three project corridors:
 - a. Provident Conveyance: Approximately 2,800 feet of 48-inch diameter storm sewer on Pine Street from Provident Avenue to Locust Street, on Locust Street from Pine Street to Westmoor Trail, and on Westmoor Trail from Locust Street to Walden Road. This Project corridor is approximately 2,800 feet long.
 - b. Hill Road and Skokie Ditch Conveyance: Approximately 1,550 feet of prefabricated concrete box storm sewer and 1,170 feet of 24-inch and 36-inch storm sewer on Hill Road from Chestnut Street to Linden Street and on the White Oak Lane from Sunset Road to Birch Street. This Project corridor is approximately 2,720 feet long.
 - c. North of Pine Conveyance: Approximately 3,600 feet of 24-inch to 48-inch diameter storm sewer on Hibbard Road from Pine Street to Kent Road, Kent Road from Hibbard Road to 400-feet east of Kent Road on Hamptondale Avenue, and a 200-foot segment on Westmoor Trail east of Hibbard Road. This Project corridor is approximately 3,700 feet long.

Scope of Services

Consultant will perform the following services:

Preliminary Engineering

1. Topographic survey: Call in utility locates to mark underground utilities and perform a topographic survey of the various corridors to collect visible surface features. The topographic surveys will include the Project corridors described above extending to 20 feet on both sides of the right-of-way and 50 feet at intersections.
2. Geotechnical investigations: Obtain soil borings and reporting for subsurface conditions and Clean Construction Demolition Debris (CCDD) disposal requirements as appropriate for the proposed improvements and including the following:
 - a. Crow Island:
 - (1) Up to eight soil borings to a depth of 30 feet in the Crow Island underground storage area for the underground structures.
 - (2) Up to ten soil borings to a depth of 20 feet in the Crow Island conveyance corridor for the storm sewer, including one pavement core on Euclid Avenue and one pavement core on Sunset Road.
 - b. Tree Streets Conveyance: Up to ten soil borings to 30 feet deep, 11 soil borings to 20 feet deep, and 11 pavement cores.
 - c. Willow Road East Conveyance: One soil boring to 30 feet deep, one soil boring to 20 feet deep, and two pavement cores.
 - d. South of Willow Conveyance: Up to 13 soil borings to 20 feet deep and nine pavement cores.
 - e. Hibbard North Conveyance: Up to eight soil borings to 25 feet deep and five pavement cores.
 - f. Upstream Conveyance: Up to eight soil borings to 25 feet deep, 21 soil borings to 20 feet deep, and 18 pavement cores.
3. Perform a wetland identification and delineation study for the project area within the Crow Island Woods property and provide a final report to the *Village*.
4. Prepare the following 30 percent drawings for the Project.
 - a. Title sheet.
 - b. Index of sheets, general notes, and legend.
 - c. Alignment, controls, and benchmarks.

- d. Existing conditions.
 - e. Stormwater storage site plan and grading plan.
 - f. Site access plan and construction limits.
 - g. Stormwater pumping station and water quality structure site plan.
 - h. Storm sewer plan and profiles.
 - i. Water and sewer utility plan and profiles.
5. Perform hydrologic and hydraulic modeling updates based on 30 percent drawings.
 6. Provide 30 percent documents to the *Village* for review and comment. Meet with the *Village*; prepare and distribute meeting minutes; and update engineering documents, as appropriate.
 7. Provide 30 percent drawings to private utility companies for identification of potential conflicts and impacts due to potential improvements. Request work plans for conflict resolution, review work plan, and provide one round of comments to utilities and *Village*.
 8. Attend up to two additional progress meetings with the *Village*. Prepare and distribute meeting minutes.

Final Engineering

1. Prepare 75 percent drawings for each of the Project corridors, which will include the 30 percent drawings and the following additional drawings.
 - a. Roadway typical sections.
 - b. Removal and soil erosion control plan.
 - c. Stormwater pollution prevention plan.
 - d. Traffic control, signage, and Illinois Department of Transportation (IDOT) details.
 - e. Stormwater pumping station and water quality structure details.
 - f. Green infrastructure bioswale and rain garden details.
 - g. Intersection details.
 - h. Cross sections.
 - i. General construction details.
2. Evaluate and identify potential locations for linear green infrastructure bioswales and rain gardens along the storm sewer routes within each of the Project corridors.
3. Prepare 75 percent technical specifications and opinion of probable construction cost (OPCC) for each of the Project corridors.
4. Perform hydrologic and hydraulic modeling updates based on 75 percent complete engineering and summarize changes between 30 percent and 75 percent complete.
5. Provide 75 percent engineering documents to the *Village* for review and comment. Meet with the *Village*; prepare and distribute meeting minutes; and update engineering documents, as appropriate.
6. Prepare prefinal engineering drawings, technical specifications, and OPCC for each of the Project corridors.
7. Provide prefinal drawings to private utility companies for notification of project proceeding to construction. Request work plans for conflict resolution, review work plan, and provide one round of comments to utilities and *Village*.
8. Attend one joint utility meeting with utility companies and *Village*. Prepare and distribute meeting minutes.

9. Attend up to two additional progress meetings for each Project corridor with the *Village*. Prepare and distribute meeting minutes.
10. Attend up to two Council meetings to present project progress updates.

Communication with WPD and District 36 for Crow Island Stormwater Storage

1. Provide 30 percent documents to WPD and District 36 for review and comment. Attend separate meetings with the *Village* and WPD, and the *Village* and District 36. Prepare and distribute meeting minutes and update engineering documents, as appropriate.
2. Provide 75 percent documents to WPD and District 36 for review and comment. Attend separate meetings with the *Village* and WPD, and the *Village* and District 36. Prepare and distribute meeting minutes and update engineering documents, as appropriate.
3. Provide prefinal documents to WPD and District 36 for review and comment. Attend separate meetings with the *Village* and WPD, and the *Village* and District 36. Prepare and distribute meeting minutes and update engineering documents, as appropriate.

Permitting

1. Permitting through the United States Army Corps of Engineers (USACE) is not anticipated for this project, but a jurisdiction determination request will be submitted to USACE for clarification. If permitting assistance is required, it will be provided under an amendment to this Extension Agreement.
2. Permitting through the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) is not anticipated for this project, but a jurisdictional determination request will be submitted to MWRDGC to clarify that. If permitting assistance is required, it will be provided under an amendment to this Extension Agreement.
3. Submit permit applications to Illinois Environmental Protection Agency for water main and sanitary sewer modifications associated with the Project, where appropriate.

Public Engagement

1. Assist the *Village* with development of a flyer for distribution to residents within each storm sewer corridor informing them of the Project and inviting them to a public informational meeting (PIM). The *Village* shall distribute the flyer.
2. Prepare for and attend initial PIMs with the *Village* for each of the Project corridors to present the Project to residents along the corridor, solicit input, and assist *Village* with requesting resident participation in a linear green infrastructure program.
3. Discuss public input with the *Village* and update drawings as part of 75 percent design.
4. Prepare for and attend final PIMs with the *Village* to present the updated Project and finalize resident participation in the linear green infrastructure program.
5. Discuss public input with the *Village* and update drawings as part of prefinal engineering.
6. The number of initial and final PIMs for the Project corridors are anticipated to be as follows:
 - a. Tree Streets Conveyance will have two initial and two final PIMs.
 - b. Willow Road East Conveyance will have one initial and one final PIM.
 - c. South of Willow Conveyance will have one initial and one final PIM.
 - d. Hibbard North Conveyance will have one initial and one final PIM.
 - e. Upstream Conveyance:
 - (1) Provident Conveyance will have one initial and one final PIM.

- (2) Hill Road and Skokie Ditch Conveyance will have one initial and one final PIM.
- (3) North of Pine Conveyance will have one initial and one final PIM.

Bidding Related Assistance

1. Provide final engineering documents and bid tabulation to the *Village* for bidding the following Project corridors as separate projects.
 - a. Crow Island storage, stormwater pumping station, and conveyance.
 - b. Tree Streets.
 - c. Willow Road East—not included (to be bid with the *Village's* IDOT project).
 - d. South of Willow.
 - e. Hibbard North.
 - f. Upstream—Provident.
 - g. Upstream—Hill Road and Skokie Ditch.
 - h. Upstream—North of Pine.
2. Attend prebid meetings with the *Village* and prospective bidders for each of the Project corridors.
3. Prepare addenda and answer questions during bidding of each of the Project corridors.
4. Attend bid openings, review bidder information, tabulate and analyze bid results, and assist the *Village* in award of Construction Contracts for each of the project corridors.
5. Prepare four sets of Contract Documents for final execution by the *Village* and selected contractors for each of the Project corridors.
6. Respond to requests for information (RFI) submitted by Contractors to the *Village* prior to the start of construction. A total of four RFIs are anticipated for each of the Project corridors.

If Authorized Services

The following Services will be performed upon request by the *Village* under separate written scope and fee authorizations issued by the *Village*.

1. Attend additional meetings beyond those specified above in the **Scope of Services**.
2. Provide additional private utility work plan reviews beyond those specified above in the **Scope of Services**.
3. Perform a boundary survey to establish property boundaries for individual parcels and existing easements. Create plats of survey for new easement documents.
4. Provide additional public engagement assistance beyond those specified above in the **Scope of Services**.

Village's Responsibilities

1. Assist the *Consultant* by placing at the *Consultant's* disposal all available information pertinent to this Project including previous reports, previous drawings and specifications, and any other data relative to the scope of this Project.
2. Provide access to the site as required for the *Consultant* to perform Services under this Agreement.
3. Guarantee access to and make all provisions for the *Consultant* to enter upon public and private lands as required for the *Consultant* to perform Services under this Agreement.
4. Provide all legal services as may be required for the development of this Project.
5. Provide final review and approval of private utility relocation plans and permits.
6. Prepare final approval and maintenance agreements with homeowners participating in the linear green infrastructure program.
7. Provide Bidding and Contract Documents. Provide the front end documents that require the contractor to name *Consultant* as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify *Consultant* to the same extent that the contractor insures and indemnifies *Village*.
8. Advertise and distribute documents for bidding.

Schedule

Services will begin upon execution of this Extension Agreement, which is anticipated the week of June 6, 2022. Services are scheduled for completion as follows:

1. Crow Island Storage, Stormwater Pumping Station, and Conveyance will be complete by May 1, 2023.
2. Tree Streets Conveyance and South of Willow Conveyance will be complete by October 2, 2023.
3. Hibbard North and Upstream Conveyance will be complete by May 1, 2024.
4. Willow Road East shall be designed concurrent with and bid in the same package as *Village's* IDOT project for Willow Road Reconstruction and will be complete by June 28, 2024.

EXHIBIT B

SPECIAL PROVISIONS

[INSERT ANY SPECIAL CONTRACT PROVISIONS AND REQUIREMENTS THAT ARE APPLICABLE FOR THE EXTENSION AGREEMENT. IF NONE, WRITE "NONE."]

None.

EXHIBIT C
COMPENSATION

Compensation

The *Village* shall compensate the *Consultant* for Services under this Extension Agreement a lump sum of \$2,880,440 allocated as follows:

<u>Tasks</u>	<u>Lump Sum</u>
Crow Island Stormwater Storage, Pumping Station, and Conveyance	\$ 403,980
Tree Streets Conveyance	\$ 618,080
Willow Road East Conveyance	\$ 256,070
South of Willow Conveyance	\$ 451,620
Hibbard North Conveyance	\$ 261,350
 <u>Upstream Conveyance</u>	
Provident Conveyance	\$ 300,050
Hill Road and Skokie Ditch Conveyance	\$ 274,260
North of Pine Conveyance	<u>\$ 315,030</u>
Total	\$2,880,440

The *Village* shall compensate the *Consultant* for If Authorized Services under this Extension Agreement on an hourly rate basis plus expenses with a total not-to-exceed fee of \$40,000.

