



# Village of Winnetka

## Village Council Regular Meeting

---

September 6, 2022 at 7:00 PM  
Village Hall  
510 Green Bay Road

### **AGENDA**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
  - a. September 13, 2022 Study Session
  - b. September 20, 2022 Regular Meeting
  - c. Thursday, October 6, 2022 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Approval of Agenda**
- 7. Consent Agenda**
  - a. Approval of Village Council Minutes
    - i. August 2, 2022 Regular Meeting
    - ii. August 9, 2022 Study Session
  - b. Approval of Warrant List dated July 22, 2022 - August 3, 2022
  - c. Resolution No. R-83-2022: Little Lan's Liquor License Class A (Adoption)
  - d. Resolution No. R-85-2022: Renewal of Audit Contract - 2 years (Adoption)

### **NOTICE**

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

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

- e. Resolution No. R-91-2022: Pine & Spruce Parking Lot Landscaping Contract (Adoption)
- f. Resolution No. R-92-2022: Approving Contract for Sidewalk Snow and Ice Removal (Adoption)
- g. Resolution No. R-93-2022: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract to Weg Transformers USA, LLC for Two 750 kVA Pad Mount Transformers for School District 36 (Adoption)
- h. Resolution No. R-95-2022: 2022 Holiday Lighting Program (Adoption)

**8. Ordinances and Resolutions**

- a. Resolution No. R-86-2022: Resolution Waiving Competitive Bidding and Approving the Purchase of a Line Truck From Altec Industries, Inc. (Adoption)
- b. Resolution No. R-94-2022: Approving a Contract with Northern Divers USA, Inc. for Sheet Piling Repairs (Adoption)

**9. Old Business**

**10. New Business**

**11. Appointments**

**12. Closed Session**

**13. Adjournment**

**MINUTES  
WINNETKA VILLAGE COUNCIL  
REGULAR MEETING  
August 2, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held in the Council Chambers at Village Hall on Tuesday, August 2, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Village Manager Bahan called the roll. Present: Trustees Robert Apatoff, Tina Dalman, Robert Dearborn, and John Swierk Absent: Trustee Andy Cripe. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan, Community Development Director David Schoon, Police Chief Marc Hornstein, Deputy Police Chief Brian O'Connell, Assistant Finance Director Anthony Vasquez, and approximately 11 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) August 9, 2022 Study Session All of the Council members present said they expect to attend.
  - b) August 16, 2022 Regular Meeting All of the Council members present said they expect to attend.
- 4) Public Comment. None.
- 5) Reports:
  - a) Trustees.
    - i) Trustee Dearborn commends the turn out at the recent Green Bay Trail Day and indicates that he is optimistic for the future of the trail.
  - b) Attorney. None.
  - c) Manager.
    - i) Village Manager Rob Bahan indicates that the plans for the renovation of the Hubbard Woods Train Station are currently still under review by Union Pacific.
  - d) Village President.
    - i) President Rintz states that Trustee Kim Mancini has tendered her resignation as of July 27, 2022 due to personal reasons. Council extends their best wishes and commends her hard work on Council.
    - ii) President Rintz indicates that the Village has signed an agreement with the Metropolitan Water Reclamation District, providing the Village a \$500,000 grant that will be used for the Stormwater project.
- 6) Approval of the Agenda. Trustee Dalman, seconded by Trustee Apatoff, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

a) Village Council Minutes.

- i. June 21, 2022, Study Session
- ii. July 12, 2022, Study Session

b) Approval of Warrant List dated June 28, 2022 – July 8, 2022 in the amount of \$2,389,297.05.

a) Ordinance No. MC-02-2022: Refuse Curbside – Village Code Update (Adoption)

b) Resolution No. R-88-2022: MWRD IGA - \$500,000 Grant (Adoption)

c) Resolution No. R-89-2022: Approving a Contract with G&L Contractors for W&E Building A Structural Floor Replacement (Adoption)

Trustee Swierk, seconded by Trustee Dalman, moved to approve the foregoing items on the Consent Agenda by omnibus vote. By roll call vote, the motion carried. Ayes:

Trustees Apatoff, Dalman, Dearborn, and Swierk. Nays: None. Absent: Trustee Cripe.

8) Ordinances and Resolutions. None.

9) Old Business. None.

10) Adjournment Sine Die.

Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting sine die. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Swierk. Nays: None. Absent: Trustee Cripe. The meeting adjourned at 7:07 PM

- Village Clerk's Report: Election Results. Manager Bahan reported the election results: Rob Apatoff, Tina Dalman, and Kim Handler, were elected Village Trustees.
- Village Clerk to Administer Oath of Office to Trustee Rob Apatoff, Trustee Tina Dalman, and Trustee-Elect Kim Handler. Manager Bahan administered the Oath of Office to the newly elected Village officials.

11) Call the New Council to Order and Roll Call. President Rintz reconvened the meeting at 7:13 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Tina Dalman, Robert Dearborn, and Kim Handler. Absent: Trustee Andy Cripe. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and approximately 5 persons in the audience.

12) Appointments:

a) Village Clerk to Administer Oath of Office to Trustee John Swierk to fill the unexpired term of Trustee Kim Mancini. Village Manager Bahan administered the Oath of Office to Trustee Swierk.

Trustee Apatoff, seconded by Trustee Dearborn, moved to appoint John Swierk to fill the unexpired term of Trustee Kim Mancini. His term will expire on 5/1/2023. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, and Handler.

Nays: None. Absent: Trustee Cripe.

13) Ordinances and Resolutions.

a) Ordinance No. M-11-2022: 564 Green Bay Road – Mixed Use Building Special Use & Variations (Introduction/Adoption)

Community Development Director David Schoon informs Council of a new three-story mixed-use development building requesting a Special Use Permit and zoning variations. Engel & Volkers will be set to occupy the first-floor commercial use space, while two residential units will be located on top floor. The Design Review Board, Plan Commission, Zoning Board of Appeals, and the Landmark Preservation Commission have recommended approval of the requests.

Community Development Director David Schoon and Council review parking related matters, materials regarding the façade of the development, and overall building structure details.

Karen Erikson, co-owner of Engel & Volkers, expresses her involvement in the community and is optimistic about the future contributions to the Village.

Trustee Handler commends the aesthetic of the development and looks forward to the project.

Trustee Apatoff commends the work of Ms. Erikson regarding the building design and believes that this is an excellent development for the community that will provide upscale rental in the Village.

Trustee Swierk, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-11-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: Trustee Andy Cripe.

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-11-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: Trustee Andy Cripe.

b) Resolution No. R-90-2022: Police HVAC Contract (Adoption)

Deputy Police Chief Brian O'Connell briefs Council regarding the Police Department's existing HVAC system consisting of five roof top units (RTUs). While only one RTU has been replaced 11 years ago, the remaining RTUs have reached the end of their useful lives. Deputy Chief O'Connell states that repairs are extremely costly and often unexpected.

Deputy Chief O'Connell confirms that replacing the RTUs will not suffice and that a complete upgrade of the HVAC system is needed. Trane U.S. Inc. representatives provided a thorough evaluation of the system and suggested replacing the existing RTUs and Variable Volume and Temperature system with fewer, higher efficiency RTUs and a conversion to a true Variable Air Volume system.

Council discusses concerns regarding the current versus new number of tons of AC within the building, various specs and efficiency of the upgraded system, contract terms and fees, as well as budget related matters.

Trane U.S. Inc. representatives and Council discuss the infrastructure of the HVAC system, various market costs, and concerns related to the one year warranty offered by Trane U.S. Inc..

President Rintz commends the upgrade to the HVAC system, however, suggests that a one-year warranty for \$500,000 should be reconsidered for a longer term and reflected in the contract terms. Trane U.S. Inc. representatives agree to reconsider the warranty terms before finalizing the agreement.

Consideration of Resolution No. R-90-2022 is deferred to the August 16<sup>th</sup> meeting.

11) Appointments. None.

12) Closed Session for the Purpose of Discussing the Sale or Lease and Related Compensation of Village Property Pursuant to Section 2(c)(6) of the Open Meetings.

Trustee Dalman, seconded by Trustee Apatoff, moved to adjourn to Closed Session for the Purpose of Discussing the Sale or Lease and Related Compensation of Village Property Pursuant to Section 2(c)(6) of the Open Meetings Act and to adjourn the Open Meeting automatically and immediately upon the conclusion of the Closed Session without the conduct of any further business or comments. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Dalman, Dearborn, Handler, and Swierk. Nays: None. Absent: Trustee Cripe.

The Council adjourned into Closed Session at 9:02 p.m.

13) Adjournment. The Closed Session meeting ended at 9:35 p.m.

---

Recording Secretary

**MINUTES  
WINNETKA VILLAGE COUNCIL  
STUDY SESSION  
August 9, 2022**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, August 9, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, Kim Handler, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Deputy Village Clerk Berina Gradjan, and Police Chief Marc Hornstein, and approximately 33 persons in the audience.

- 2) Public Comment.

Chuck Dowding requests that Council does not sign letter of support for rejuvenation of Elder and Centennial Park because it may set a precedent for other planter boxes along the shorelines.

- 3) Listening Session – Firearm Safety.

President Rintz indicates that this is a listening session for Council, stating that the Highland Park shooting has influenced the conversation.

Village Attorney Peter Friedman briefs Council and members of the public on the Village Code pertaining to firearm safety and the regulations in place on a State and Federal level. Peter Friedman indicates some of the challenges that are presented under the second amendment and various ordinances pertaining to firearms in surrounding municipalities such as the Village of Deerfield and Village of Highland Park.

Police Chief Marc Hornstein informs Council and members of the public regarding the Firearm Owner's Identification Card process and the Police Department's regulations pertaining to firearms in the Village. Chief Hornstein confirms the various steps taken prior to a citizen being permitted to conceal and carry such as background checks that are completed in search of domestic violence incidents, mental health issues recorded with the State, screenings etc.. Chief Hornstein indicated how the Winnetka Police Department works with the State Police on matters related to firearms, the process of destruction regarding firearms, and the Police Department's plans to provide free gun locks to the public in an effort to enhance safety.

Council discusses matters related to mental health issues and firearm safety, Village records pertaining to FOID card holders, and partnership between the Police Department and New Trier High School, as well as partnership on a State level.

Public Comment.

Peter Gelderman briefs Council on the history regarding the AK47 and states that he does not believe citizens or Police Officers should carry the AK47.

Caryn Rosen Adelman states that she was present at the 1988 Winnetka school shooting and encourages Council to make positive decisions.

Stephanie Jacobs states that she was present at the Highland Park parade and that she does not believe that this is a political issue, but a public health issue. Ms. Jacobs believes that citizens should have the freedom to be in public spaces without the fear of someone in the general public carrying a firearm. Ms. Jacobson encourages Council to stand up and make a change.

Catherine Hurly, a student at the time of the 1988 Hubbard Woods School shooting, indicates that she is committed to addressing that the gun violence issue that is a public health crisis. She encourages Council to begin making a change.

Lauren Harper, a member of the Moms Demand Change group consisting of North Shore residents, states that she is working on issues related to gun safety and preventing gun violence. Ms. Hupper briefs Council regarding statistics of the youth and resources that may be utilized to address the firearm issues.

Speaker name not stated, commends the Village on their outreach to the community regarding Village signage and general information that may assist the public and encourages the Village to take action on keeping the community safe.

Kaity Brandtor supports the ban on assault weapons and encourages Council to take a stand.

Sara Gries briefs Council on her experience as a teacher with school shootings and hopes that Council can make a difference with gun violence.

Layla Danley hopes that the Village can send out a message for safe gun storage and provide statistics related to gun violence. Ms. Danley encourages Council's leadership.

Jonah Spazito encourages Council to take a stand and hopes that Council is reaching out to State representatives and State senators on the issue.

Meg Siel challenges Council to "break out of the box" and make a difference and redefine what is possible.

Jenna Daugherty states that she moved to the Village because of the safety in the community and encourages Council to take leadership.

Joanna Raimo helped lead the student walkout at New Trier High School after the Stoneman Douglas school shooting. Joanna Raimo feels that while there was dialogue regarding gun violence, she is disappointed that there has not been much change. She encourages the community and Council to take leadership and continue the conversation surrounding gun violence.

Jean Bishop, a resident whose family members were killed in a home shooting due to lack of safe firearm storage, is hopeful that Council will take action and make change regarding gun violence.

Jackie Raimo believes that there should be requirements for firearm safety and consequences for firearm incidents. She encourages Council to take action.

Lyla Kelber states that she does not feel safe at school and does not believe that metal detectors and armed teachers are the solution, but that a ban of assault weapons is implemented. She encourages education regarding firearm storage, warning signs, funding towards organizations for firearm safety, and encourages Council to take action.

Caroline Betso informs Council on United Kingdom's process for gun owners and the difference of regulations in place compared to the United States. Ms. Betso encourages actions to be taken.

Therese Peach states that her child was impacted by a bullet that came through her window while residing in New York, and recognizes that the Village's calmness is the strength that is needed. She encourages the community to work together towards peace.

President Rintz appreciates the comments made by members of the public and states that Council will convene on the issue in the near future.

- 4) Adjournment. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:00 PM.

---

Recording Secretary



## **Agenda Item Executive Summary**

**TITLE:** Approval of Warrant List dated July 22, 2022 - August 3, 2022

**PRESENTER:** Robert M. Bahan

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

---

**ITEM HISTORY:**

None.

**EXECUTIVE SUMMARY:**

The Warrant List dated July 22, 2022 - August 3, 2022

**RECOMMENDATION:**

Consider approving the Warrant List dated July 22, 2022 - August 3, 2022.

**ATTACHMENTS:**

None



## **Agenda Item Executive Summary**

**TITLE:** Resolution No. R-83-2022: Little Lan's Liquor License Class A (Adoption)

**PRESENTER:** Marc Hornstein

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

---

### **ITEM HISTORY:**

None.

### **EXECUTIVE SUMMARY:**

Lans Winnetka, Inc. d/b/a Little Lan's is a full-service restaurant located at 544 Chestnut St. Little Lan's desires to sell and serve alcoholic beverages incidental and complementary to the sale and service of meals for consumption. Little Lan's has applied for a Class A liquor license.

A Class A liquor license authorizes the retail sale and service of alcoholic beverages by restaurants, but only when such sales and service are incidental and complementary to the sale and service of meals for consumption only on the premises where sold, provided that patrons may be served alcoholic beverages while waiting to be seated when no tables are available. The Class A license also authorizes the service of alcoholic beverages in sidewalk seating areas.

If approved, Resolution No. R-83-2022 will grant the requested liquor license, subject to the following conditions: (i) final liquor inspection and approval by the police department. The resolution will also update the appendix to Chapter 5.09 of the Village Code that sets forth all authorized licenses by classification, which is attached to the Resolution as Exhibit A.

### **RECOMMENDATION:**

Consider adopting Resolution No. R-83-2022: Approving and Authorizing a Class A Liquor License for Lans Winnetka, Inc. (544 Chestnut St)

### **ATTACHMENTS:**

1. Resolution No. R-83-2022: Approving Lans Winnetka Inc. Class A License
2. Appendix to Winnetka Village Code Chapter 5.09

RESOLUTION NO. R-83-2022

**A RESOLUTION APPROVING AND AUTHORIZING A CLASS A LIQUOR  
LICENSE FOR LANS WINNETKA INC., D/B/A LITTLE LAN'S  
(544 Chestnut Street)**

**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**, Lans Winnetka, Inc., d/b/a Little Lan's ("**Applicant**") is the lessee of the property commonly known as 544 Chestnut Street in the Village ("**Property**"); and

**WHEREAS**, the Applicant operates a full-service restaurant on the Property ("**Restaurant**"); and

**WHEREAS**, pursuant to Section 5.09.100 of the Winnetka Village Code ("**Village Code**"), on August 2, 2022, the Applicant submitted an application to the Village for a Class A liquor license ("**Liquor License**") for the Restaurant; and

**WHEREAS**, the Council of the Village of Winnetka ("**Village Council**") has determined that it is in the best interest of the Village to approve and authorize the issuance of the Liquor License to the Applicant for the Restaurant;

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

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

**SECTION 2: APPROVAL AND AUTHORIZATION OF CLASS A LICENSE.** The Village Council hereby approves and authorizes the issuance of the Class A License to the Applicant for the Restaurant.

**SECTION 3: AUTHORIZED LIQUOR LICENSES.** The Appendix to Chapter 5.09 of the Village Code titled "Authorized Liquor Licenses" is hereby amended to read as follows:

| Classification | Number    | Licensee                                                                                                                                                 |
|----------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| *              | *         | *                                                                                                                                                        |
| A              | <u>34</u> | Kyoto Sushi Plus<br>Fresh Mex Tacos 3, Inc. (La Taquiza)<br>Rusticana, LLC (Maro Roma's Pizzeria and Eatery)<br><u>Lans Winnetka Inc. (Little Lan's)</u> |

|   |   |   |
|---|---|---|
| * | * | * |
|---|---|---|

**SECTION 4: EFFECTIVE DATE.** This Resolution will be in full force and effect from and after:

- A. Its passage and approval according to law;
- B. Approval of the final liquor inspection for the Restaurant by the Village Chief of Police, or his designee.

**ADOPTED** this 6th day of September, 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
 NAYS: \_\_\_\_\_  
 ABSENT: \_\_\_\_\_  
 ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
 Village President

Countersigned:

\_\_\_\_\_  
 Village Clerk

**EXHIBIT A****APPENDIX TO WINNETKA VILLAGE CODE CHAPTER 5.09****Authorized Liquor Licenses**

| <b>Classification</b> | <b>Issued</b> | <b>Licensee</b>                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A                     | 4             | Kyoto Sushi Plus<br>Fresh Mex Tacos 3, Inc. (La Taquiza)<br>Rusticana, LLC (Marco Roma's Pizzeria and Eatery)<br><u>Lan's Winnetka, Inc. (Little Lan's)</u>                                                                                                                                                                                                                           |
| A-1                   | 11            | Avli Restaurant<br>Bad Dog House, LLC (Stacked and Folded)<br>FFMM, Inc. (George Trois & Aboyer)<br>Fred's Garage, LLC<br>Little Honeycomb, LLC<br>MGS Hospitality, LLC (501 Local)<br>Mino's, LLC<br>Paradise Food Italia, LLC (Tocco)<br>Salsalito, Inc. (Guanajuato Contemporary Mexican and Tequila Bar)<br>Spruce Operations, LLC (Pomeroy)<br>Wild Thing, LLC (Spirit Elephant) |
| A-2                   | 1             | Grateful Bites Pizza Shoppe, LLC                                                                                                                                                                                                                                                                                                                                                      |
| A-3                   | 0             |                                                                                                                                                                                                                                                                                                                                                                                       |
| A-4                   | 0             |                                                                                                                                                                                                                                                                                                                                                                                       |
| A-5                   | 0             |                                                                                                                                                                                                                                                                                                                                                                                       |
| B                     | 3             | Sunset Food Mart Inc. (which may but is not required to, operate under the name Grand Food Center)<br>Lakeside Foods, Inc.<br>Walgreens #21150                                                                                                                                                                                                                                        |
| C                     | Unlimited     | Issued on an event-by-event basis                                                                                                                                                                                                                                                                                                                                                     |
| D                     | 4             | Good Grapes<br>Albatross Wine Company, LLC<br>Paradise Food Italia LLC (Tocco)<br>Rusticana, LLC (Marco Roma's Pizzeria and Eatery)                                                                                                                                                                                                                                                   |
| E                     | 0             |                                                                                                                                                                                                                                                                                                                                                                                       |
| E-1                   | 0             |                                                                                                                                                                                                                                                                                                                                                                                       |
| E-2                   | 1             | Good Grapes                                                                                                                                                                                                                                                                                                                                                                           |
| F                     | 1             | Hometown Coffee and Juice                                                                                                                                                                                                                                                                                                                                                             |
| P                     | 1             | Open Kitchens Inc.                                                                                                                                                                                                                                                                                                                                                                    |
| Y                     | 1             | Boutique Bites                                                                                                                                                                                                                                                                                                                                                                        |
| Wine Station Rider    | 0             |                                                                                                                                                                                                                                                                                                                                                                                       |

~~Deleted language is struck through; inserted language is double underlined.~~



## **Agenda Item Executive Summary**

**TITLE:** Resolution No. R-85-2022: Renewal of Audit Contract - 2 years (Adoption)

**PRESENTER:** Tim Sloth

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

---

### **ITEM HISTORY:**

The Village is required by the State of Illinois to have an audit of its financial statements by an independent auditor following the close of each fiscal year. Lauterbach and Amen has been the Village's auditor since 2006 and we are proposing extending their contract for an additional two years.

### **EXECUTIVE SUMMARY:**

Lauterbach and Amen was founded in 1997 with the goal of providing an unrivaled level of service and expertise to local governments. They are different from most accounting firms in that they are specialized in the governmental sector, and specifically in the area of governmental auditing and consulting. The firm has grown and now consists of 5 partners, 23 Managers / Senior Accountants and 22 Staff Accountants. Lauterbach and Amen are members of the AICPA Governmental Audit Quality Center, with an unmodified peer review report - the highest level awarded to a firm's quality control system. They are located within DuPage County in the town of Warrenville. Total fees for each of the annual audits are summarized below:

- 2022 = \$30,740
- 2023 = \$31,700

This past year, the Village paid \$30,740 for the audit

### **RECOMMENDATION:**

Consider adoption of Resolution No. R-85-2022, a resolution approving an agreement with Lauterbach and Amen, LLP for auditing services.

### **ATTACHMENTS:**

1. Resolution No. R-85-2022: Auditing Services Agreement

**RESOLUTION NO. R-85-2022**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
LAUTERBACH & AMEN, LLP  
FOR AUDITING SERVICES**

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

**WHEREAS**, the Village has previously retained Lauterbach & Amen, LLP ("***Lauterbach***") to provide the Village auditing services; and

**WHEREAS**, the Village desires to renew its engagement with Lauterbach for Lauterbach to provide the Village auditing services for the years ending on December 31, 2022 and 2023 (collectively, "***Services***"), as more fully described in the engagement agreement attached hereto as Exhibit A ("***Agreement***"); and

**WHEREAS**, Lauterbach has proposed providing the Village the Services for the years ending in on December 31, 2022 and 2023 in amounts not to exceed \$30,740.00, and \$31,700.00, respectively; and

**WHEREAS**, the Village Council has determined that Lauterbach's proposal to perform the Services best meets the needs of the Village; 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 Lauterbach;

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement after receipt by the Village Manager of two executed copies of the final Agreement from Lauterbach; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Lauterbach 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.

**September 6, 2022**

**R-85-2022**

**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 6<sup>th</sup> day of September 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
**AGREEMENT**



August 3, 2022

The Honorable Village President  
Members of the Board of Trustees  
Village of Winnetka, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of Winnetka, Illinois for the years ended December 31, 2022 and December 31, 2023.

*Audit Scope and Objectives*

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Village as of and for the years ended December 31, 2022 and December 31, 2023. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, the budgetary comparison schedules, and GASB-required pension and other postemployment benefit (OPEB) reporting.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements: combining and individual fund statements and budgetary comparison schedules, and other information listed as supplemental schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report: introductory and statistical information.

*Audit Scope and Objectives – Continued*

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

*Auditor's Responsibilities for the Audit of the Financial Statements*

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the Village.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

*Auditor's Responsibilities for the Audit of the Financial Statements – Continued*

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

*Audit Procedures – Internal Control*

We will obtain an understanding of the Village and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning: management override of controls, improper revenue recognition, and general or local economic challenges. Planning for this engagement has not concluded and is subject to change.

*Audit Procedures – Compliance*

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

*Other Services*

We will also assist in preparing the financial statements and required audit adjustments, if any, for the Village in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

*Responsibilities of Management for the Financial Statements*

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on, the supplementary information in any document that contains, and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

*Responsibilities of Management for the Financial Statements - Continued*

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

*Engagement Administration, Fees, and Other*

Our fees for the December 31, 2022 and December 31, 2023 audits will be as follows:

|                                | December 31, 2022 | December 31, 2023 |
|--------------------------------|-------------------|-------------------|
| Village Audit                  | \$30,740          | \$31,700          |
| Police Pension Fund MCR        | \$585             | \$600             |
| Firefighters' Pension Fund MCR | \$585             | \$600             |

The Village agrees that during the term of this agreement and for a period of twelve months thereafter, the Village shall not solicit, or arrange an employment contract with personnel of Lauterbach & Amen, LLP. Violation of this provision shall, in addition to other relief, require the Village to compensate Lauterbach & Amen, LLP with one hundred percent of the solicited person's annual compensation.

*Reporting*

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of Trustees of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Village of Winnetka, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Cordially,

*Lauterbach & Amen, LLP*  
LAUTERBACH & AMEN, LLP

Village of Winnetka, Illinois  
August 3, 2022  
Page 6

RESPONSE:

This letter correctly sets forth the understanding of the Village of Winnetka, Illinois.

By: \_\_\_\_\_

Title: \_\_\_\_\_



## **Agenda Item Executive Summary**

**TITLE:** Resolution No. R-91-2022: Pine & Spruce Parking Lot Landscaping Contract (Adoption)

**PRESENTER:** Andrew Lueck

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

---

### **ITEM HISTORY:**

The FY 2022 budget includes \$80,000 in account #100.35.23-650 for perennial plantings in the Pine & Spruce Village-owned parking lots.

### **EXECUTIVE SUMMARY:**

A redesign of the landscaping in and around the Village-owned parking lots at Pine and Birch and Spruce and Birch was initially included as part of streetscape planning for 2022. A design for planting was completed by Teska Associates. The work was not completed as part of streetscape work in 2022, but was included in the 2022 budget as a separate Engineering item under Infrastructure.

Christy Webber Landscapes was chosen as the installation vendor for the new plantings, as the firm already has related contracts with the village in 2022 including the downtown floral program, landscape maintenance and additional perennial installations in the downtown areas. Their work on these contracts has proven them capable of performing the parking lot planting installation. Christy Webber has already confirmed availability of plant material and installation for late-September in 2022.

A quote was received from Christy Webber Landscapes to complete the installation for \$78,515.40.

### **RECOMMENDATION:**

Consider adoption of Resolution No. R-91-2022, authorizing the Village Manager to waive competitive bidding and sign a contract with Christy Webber Landscapes for installation of perennial plantings in the Pine & Spruce Village parking lots not to exceed \$80,000 in 2022.

### **ATTACHMENTS:**

1. Resolution No. R-91-2022: Waiving Bidding and Approving Agreement with Christy Webber Co. for Landscaping of Village Parking Lots

**RESOLUTION NO. R-91-2022**

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT  
WITH CHRISTY WEBBER & COMPANY FOR  
LANDSCAPING INSTALLATION SERVICES**

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

**WHEREAS**, the Village has appropriated funds for certain landscaping services including the procurement, planting, and watering of new greenery at two Village-owned parking lots ("***Parking Lots***") located, respectively, at the intersections of Birch and Spruce Streets, and Birch and Pine Streets (collectively, "***Work***"); and

**WHEREAS**, the Village has retained Christy Webber & Company ("***Contractor***") to perform related landscaping work at locations near the Parking Lots and has been satisfied with the Contractor's previous performance; and

**WHEREAS**, the Contractor's related landscaping work makes Contractor uniquely qualified to perform the Work; and

**WHEREAS**, the Contractor has offered to perform the Work for a total price of \$78,515.40 ("***Agreement***"); and

**WHEREAS**, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

**WHEREAS**, pursuant to Sections 4.12.010 of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement to the Agreement with Contractor to perform the Work in an amount not to exceed \$78,515.40 ("***Agreement***");

**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 Section 4.12.010.C of the Village Code, Section IV.3 of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Work.

September 6, 2022

**R-91-2022**

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

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

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

**ADOPTED** this 6th day of September, 2022, pursuant to the following roll call vote:

|          |       |
|----------|-------|
| AYES:    | _____ |
| NAYS:    | _____ |
| ABSENT:  | _____ |
| ABSTAIN: | _____ |

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

September 6, 2022

**R-91-2022**

**EXHIBIT A**  
**AGREEMENT**

# Proposal



www.christywebber.com

Estimator: Ben Ubben  
Phone: (773) 533-0477

Proposal: BU21248

Date: 9/16/2021

## Client Info:

Client Name: Village of Winnetka  
Client Contact: Andrew Lueck  
Site Address: 1390 Willow Rd  
Winnetka

## Description of Services

## Quantity

## UOM

## Extended Price

### Birch and Spruce Parking Lot

|                                                                  |       |    |
|------------------------------------------------------------------|-------|----|
| Calamagrostis acutiflora 'Karl Foerster', Feather Reed Grass, #1 | 171.0 | EA |
| Hakonechloa macra 'All Gold', Japanese Forest Grass, #1          | 91.0  | EA |
| Sporobolus heterolepis, Prairie Dropseed, #1                     | 519.0 | EA |
| Ceanothus americanus, New Jersey Tea, #5                         | 61.0  | EA |
| Diervilla lonicera, Bush Honeysuckle, Dwarf (Northern), #5       | 52.0  | EA |
| Viburnum dentatum 'Christom', Vib. Arrowwood Blue Muffin®,       | 17.0  | EA |
| 36" Taxus x media 'Densiflora', Yew, Dense Spreading, 24"        | 30.0  | EA |
| Compost, Mushroom CY                                             | 7.0   | CY |
| Mulch, Walnut CY                                                 | 13.0  | CY |
| Removal of Perennials                                            |       |    |

### Total Birch and Spruce Parking Lot

**\$ 32,533.64**

### Birch and Pine Parking Lot

|                                                                  |       |    |
|------------------------------------------------------------------|-------|----|
| Calamagrostis acutiflora 'Karl Foerster', Feather Reed Grass, #1 | 104.0 | EA |
| Hakonechloa macra 'All Gold', Japanese Forest Grass, #1          | 215.0 | EA |
| Sporobolus heterolepis, Prairie Dropseed, #1                     | 358.0 | EA |
| Ceanothus americanus, New Jersey Tea, #5                         | 60.0  | EA |
| Diervilla lonicera, Bush Honeysuckle, Dwarf (Northern), #5       | 59.0  | EA |
| Viburnum dentatum 'Christom', Vib. Arrowwood Blue Muffin®, 36"   | 47.0  | EA |
| Taxus x media 'Densiflora', Yew, Dense Spreading, 24"            | 50.0  | EA |
| Celtis occidentalis, Hackberry, Common, 3.0"                     | 2.0   | EA |
| Compost, Mushroom CY                                             | 5.0   | CY |
| Mulch, Walnut CY                                                 | 22.0  | CY |
| Removal of Perennials                                            |       |    |

### Total Birch and Pine Parking Lot

**\$ 38,502.05**

### Watering Services - Two Parking Lots

|                                                  |    |    |
|--------------------------------------------------|----|----|
| Watering – 3 watering visits per week for 4weeks | 90 | HR |
|--------------------------------------------------|----|----|

### Total Watering Services - Two Parking Lots

**\$ 7,479.71**

**Proposal Total:**

**\$ 78,515.40**

# Proposal



www.christywebber.com

## **TERMS AND CONDITIONS**

### **TIME:**

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

### **WEATHER:**

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

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

### **CONTRACT TERMS:**

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

### **LIMITED GUARANTEE:**

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

### **PAYMENT TERMS:**

**DOWN PAYMENT** is due upon contract acceptance, in the amount of \$25,000.00 Payment of the balance due shall be made within 10 days of completion. Payments may be made by VISA, MasterCard, or check. Late payments of the balance will result in a 1.5% late charge (18% annually) assessed monthly until paid in full. At our discretion, based upon the size of the contract and the duration of the project, you may receive a progress billing at 75% completion of the project. A final billing will be made at completion of the project. Payment of the balance due shall be made within 10 days of completion. **Customers will be charged a 3% credit/debit card fee.** When using a debit card, customer should inform the bank so payment can be processed.

### **ACCEPTANCE OF PROPOSAL:**

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

## **BY SIGNING BELOW, THIS ESTIMATE SERVES AS MY CONTRACT:**

**Any additional fees associated with a third party clearinghouse will be billed back to the client.**

Owner/Authorized Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Christy Webber & Co. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To make a payment, please visit <https://www.christywebber.com/pay-invoice-cwl>  
Automatic payment with credit card on file? Yes\_\_\_\_ No\_\_\_\_



## Agenda Item Executive Summary

**TITLE:** Resolution No. R-92-2022: Approving Contract for Sidewalk Snow and Ice Removal (Adoption)

**PRESENTER:** Giovanni McLean

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

---

### ITEM HISTORY:

The Village has utilized contractual services for the removal of snow and ice from the sidewalks in Streetscape areas of the central business district. These supplemental contractual services have been essential with assisting the Village's snow and ice operations to ensure that the business districts are cleared within thirty-six hours after a snow event. The program consist of shoveling, blowing and otherwise removing snow and ice from sidewalks during the winter season of November 1st through April 15th.

### EXECUTIVE SUMMARY:

On February 18, 2022 a bid notice (RFB #022-038) was advertised in the Winnetka Talk and posted to the on-line bidding service, DemandStar. The proposed contract would be for a period of thirty-six (36) months with an option to extend an additional two years based upon the quality of service provided. The approved agreement would commence November 1, 2022 and expire on April 15, 2025.

The bid scope included provisions for allowable working hours, acceptable deicing techniques, the equipment to be utilized, and the requirement that any deicing materials used exclude calcium chloride (salt). Bidders were also requested to provide supplemental pricing for time and materials in case additional snow and ice clearing is required above and beyond the contract specifications. These conditions may include when seasonal snowfall exceeds the annual seasonal cap of 45 inches, during a storm producing more than 10 inches of snow in a single event, during a blizzard or when services are needed outside of the regular snow and ice control season.

On August 26, 2022, three companies submitted bids for the work. The results are summarized as follows:

|                      |                   |
|----------------------|-------------------|
| Milieu Design, LLC   | \$12,000 per year |
| DGO Premium Services | \$28,000 per year |
| Snow Systems         | \$65,000 per year |

The Village has utilized Milieu Design (the "Contractor") since the winter 2019/2020 and there has been an increase in cost of services as the work area expands with the newly designed Streetscape program. The winter of 2019/2020 was at a cost of \$6,250 and the winter of 2020/2021 was at a cost of \$8,000.

Based on the Village's experience with the contractor, staff is confident that the Contractor will meet the Village's requirements for the requests in the bid and can successfully complete the work as specified.

As the annual winter season spans over two different budget years, staff will include \$12,000 in the FY2023 proposed budget for this contract.

Based on these factors, staff recommends awarding the multi-year contract for sidewalk snow and ice removal services to Milieu Design, LLC.

Resolution No. R-92-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Milieu Design, LLC for sidewalk snow and ice removal services.

**RECOMMENDATION:**

Consider adopting Resolution No. R-92-2022, approving an agreement with Milieu Design, LLC for sidewalk snow and ice removal services and authorizing the Village Manager to execute the renewal option.

**ATTACHMENTS:**

1. Resolution No. R-92-2022: Approving a Contract with Milieu Design, LLC for Sidewalk Snow and Ice Removal Services

RESOLUTION NO. R-92-2022

**A RESOLUTION APPROVING A CONTRACT WITH  
MILIEU DESIGN, LLC FOR  
SIDEWALK SNOW AND ICE REMOVAL SERVICES**

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

**WHEREAS**, on August 1, 2022, the Village issued Bid #022-038 ("***Request for Bids***") for sidewalk snow and ice removal services in the Village's business districts ("***Services***"); and

**WHEREAS**, the Village received three bids ("***Bids***") to provide the Services and opened the Bids on August 25, 2022; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that Milieu Design, LLC. ("***Contractor***"), is the lowest responsible bidder to provide the Services; and

**WHEREAS**, the Village Council desires to enter into three-year contract with Contractor for the Services in an amount not to exceed \$36,000.00 over three years ("***Contract***"); with an additional two-year option ("***Renewal Options***"); and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

**SECTION 4: AUTHORIZATION FOR RENEWAL OPTIONS.** The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Options if (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options is substantially similar to the Renewal Options in the

Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

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

[SIGNATURE PAGE FOLLOWS]

**ADOPTED** this 6<sup>th</sup> day of September 2022, pursuant to the following roll call vote:

AYES:

---

NAYS:

---

ABSENT:

---

ABSTAIN:

---

Signed

---

Village President

Countersigned:

---

Village Clerk

**EXHIBIT A**  
**AGREEMENT**

# VILLAGE OF WINNETKA

RFB #022-038

## CONTRACT FOR

### Sidewalk Snow and Ice Removal

Full Name of Bidder Milieu Design, LLC ("Bidder")  
Principal Office Address 525 Enterprise Pkwy, Lake Zurich  
Local Office Address 525 Enterprise Pkwy, Lake Zurich  
Contact Person Fabio Avona Telephone Number 847-521-0735

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

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ [if none, write "NONE"], which are securely stapled to the end of this Contract.*

#### 1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Sidewalk Snow and Ice Removal**.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachments A and B)**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

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

#### 2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the **Village will not pay more than the unit prices as outlined in Attachment B.**

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

**Invoice to Village upon Work completion. Payment upon acceptance by Village.**

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

### 3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **April 15, 2025**.

### 4. Financial Assurance

A. Bonds. No bid bond is required. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and

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

#### 1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

#### 2. Commercial Motor Vehicle Liability

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

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

#### 3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

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

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any

finer or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

## 5. Firm Contract

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

## 6. Bidder's Representations and Warranties

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

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

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

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

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments,

agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

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

## 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court

of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

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

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

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

Dated: AUG 24, 2022.

Bidder's Status: ( ) \_\_\_\_\_ Corporation ( ) \_\_\_\_\_ Partnership ☒ Individual  
Proprietor (State) (State) Type text here

Bidder's Name:

Milieu Design, LLC

Doing Business As (if different):

Signature of Bidder or Authorized Agent

(corporate seal)  
(if corporation)

Printed Name: Brian Frank

Title/Position: Owner



Bidder's Business Address:

525 Enterprise Pkwy, Lake Zurich

Bidder's Business Telephone: 847-465-1160  
847-465-1159

Facsimile:

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |

## **ATTACHMENT A: SPECIFICATIONS**

### **1. Introduction**

The Village of Winnetka is accepting sealed bids for Snow & Ice Removal Services for sidewalks located in the Village's central business district. This program will consist of but is not limited shoveling, blowing, and otherwise manual removal of snow and ice from sidewalks. The proposed contract would be for a period of thirty-six (36) months. This agreement is expected to commence November 1, 2022 and terminate on April 15, 2025 with an option to extend, at the Village's discretion for an additional two (2) years. For the optional, additional 2 years, contractor will be permitted to increase the rates and charges by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Naperville-Elgin, IL, IN, WI Area issued by the United States Department of Labor between January 15th of the preceding calendar year and January 15th of the current calendar year; provided, however, that no increase in the Agreement Price shall exceed 2.5% over the previous year. Contractor must provide the Village with written notice of proposed increase in the Agreement Price no later than 90 days prior to the beginning of years 4 and 5

The Village reserves the right to reject any and all bids, reduce the work scope due to budgetary constraints. The Village also reserves the right to award individual sections of the projects to the lowest bidder.

### **2. Scope of Work**

The contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the intent of snow and ice removal services in an acceptable manner in accordance with these specifications. The contractor shall be required to remove snow and ice at the locations presented in this bidding documents. Bidder shall refer to the detailed exhibits for all locations and assigned tasks (see attachment B).

### **3. Qualifications**

Qualified vendors must have at least five years' experience in the areas of snow and ice removal. Vendors shall provide with its quote, a list of at least three commercial or municipal references. The references shall be of similar or larger size contracts and are current customers or have been customers in the last three years. The references shall include the name, address and telephone number of the customer and the contact person for each job.

### **4. Liquidated Damages Clause**

If at any time, the minimum tasks as outlined are not performed in accordance with the specifications, the amount of fee may be reduced by the amount equal to the costs associated

with the Village seeking a secondary vendor to complete the tasks appropriately plus \$500 per calendar day. This amount will be deducted in the form of a liquidated damage and not as a penalty.

#### **5. Work Crew Supervision**

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

#### **6. Working Hours**

The Contractor shall perform snow and ice removal activities between the hours of 10 p.m. and 7 a.m. on an as needed basis. It should be anticipated that operations will take place primarily in the overnight hours/early morning hours

The Public Works Director or designate shall contact the Contractor at least 10 hours in advance of an anticipated snow or ice event. The Contractor shall mobilize only when contacted by the Public Works Director or designate. The Contractor is to check in or call the Public Works Director or designate prior to beginning and ending each work period.

Seasonal agreement may include multiple shoveling events for larger events, multiple days events wave events or events requiring multiple clearing. It is the general intention to let the snow fall end and then perform clearing/cleaning services in coordination with the Winnetka Public Works department.

The Contractor shall be prepared to work on an as need basis during times of snowfall. The Contractor shall be available and provide a telephone number for 24-hour emergency call back for emergency situations

#### **7. Material and Equipment:**

Contractor to furnish. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work. The items to be furnished by the Contractor shall include but not be limited to the following:

All equipment necessary to complete described snow & ice removal services, including but not limited to single-stage snow blowers, two-stage snow blowers, and shovels. No skid steer or

heavy equipment shall be operated on public sidewalks. Salting is not included, and **NO SALT** shall be dispensed on the public sidewalks.

All appropriate protective/safety equipment and clothing necessary for work crew members to perform tasks safely in compliance with federal and state regulations and product manufactures instructions.

#### **8. Time and Material Conditions:**

Seasonal Snow Cap of 45-inches for the specified period from November 30<sup>th</sup> through March 15<sup>th</sup> of each snow season. O'Hare Airport shall be recording location for snowfall reporting.

Time and material hourly rate shall be applied beyond seasonal snow cap or when;

- Snow services are requested before November 30<sup>th</sup> or after March 15<sup>th</sup>.
- Snow services requested for less than 2-inches of snow fall.
- Snow fall event greater than 10-inches in a single event, blizzard conditions or continues snowfall for more than 8-hours.

## ATTACHMENT B

| SEASONAL SNOW & ICE REMOVAL AREAS |                                |                 |                                                          |                                                                                                                                                                     |
|-----------------------------------|--------------------------------|-----------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Central Business District Area    | Sidewalk                       | Start Location  | End Location                                             | Notes                                                                                                                                                               |
| East                              | Lincoln Ave (Both Sides)       | Elm Street      | 588 Lincoln Ave & 585 Lincoln Ave                        |                                                                                                                                                                     |
|                                   | Elm Street – East (Both Sides) | Lincoln Ave     | 730 Elm Street & 736 Elm Street                          | Includes all corners at:<br>-Lincoln Ave & Elm Street                                                                                                               |
| West                              | Chestnut Street (Both Sides)   | Spruce Street   | Oak Street                                               | Includes all corners at:<br>-Chestnut Street/Spruce Street (South)<br>-Chestnut Street/Elm Street<br><br>-Chestnut Court<br>-Chestnut Street and Oak Street (North) |
|                                   | Elm Street - West (Both Sides) | Green Bay Road  | 847 Elm Street & SW corner of Chestnut Street/Elm Street | Includes all corners at:<br>-Green Bay Road Elm Street                                                                                                              |
|                                   | Chestnut Court                 | Chestnut Street | 800 Chestnut Street & 801 Oak Street                     | North and south sidewalks<br><b>NOT</b> the island area                                                                                                             |

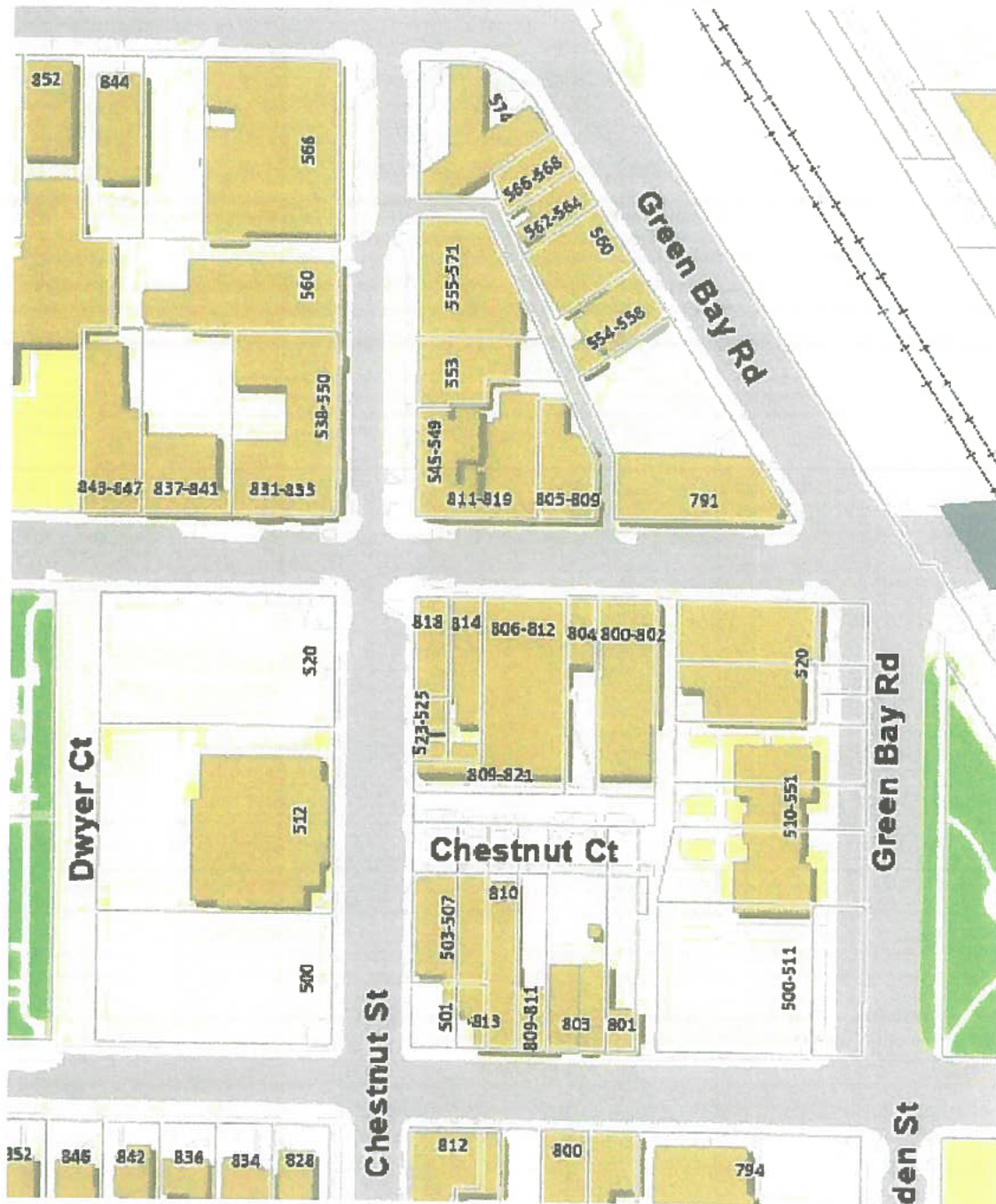
Note:

- Recommended Equipment: Single or two-stage snow blowers and shovels.
- Work Activities: Snow and ice clearing of sidewalks.

# Map of Business District East



# Map of Business District West



**Fee Proposal**COMPANY NAME: Milieu Design, LLCCONTACT NAME: Fabio AvonaEMAIL: fabio@milieuland.comPHONE: 847-521-0735

| Fee                                                                                                                       |                  |
|---------------------------------------------------------------------------------------------------------------------------|------------------|
| Description                                                                                                               | ANNUAL COST (\$) |
| Business District East –<br>Snow and ice removal of sidewalk by shoveling/snow<br>blowing of areas listed in Attachment B | \$5,200.00       |
| Business District West –<br>Snow and ice removal of sidewalk by shoveling/snow<br>blowing of areas listed in Attachment B | \$6,800.00       |

| Time and Material Rates                              |                                    |
|------------------------------------------------------|------------------------------------|
| Description                                          | Unit Cost<br>(Per hour/Per person) |
| Manhour for sidewalk shoveling/snow blowing services | \$80.00                            |

**NOTE:**

The Village also reserves the right to reduce the work scope due to budgetary constraints

The Village also reserves the right to award individual sections of the projects to the different bidders.

Quoted costs are to be all inclusive for all mobilization cost, equipment, forms, labor, material, tools, machinery, and incidentals for the completion of the project.

**END OF BID SPECIFICATIONS**

**VILLAGE OF WINNETKA  
CONTRACT FOR SIDEWALK SNOW AND ICE REMOVAL  
BID PACKAGE**

**BIDDER'S SWORN WORK HISTORY STATEMENT**

Brian Frank / Milieu Design, LLC ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

**1. Nature of Business**

State the nature of Bidder's business: \_\_\_\_\_

Landscape / Construction/ Design/ Maintain/ Snow Removal

**2. Composition of Work**

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

|                     |                            |                        |
|---------------------|----------------------------|------------------------|
| ____ % Federal      | <u>100</u> % As Contractor | ____ % Bidder's Forces |
| ____ % Other Public | ____ % As Subcontractor    | ____ % Subcontractors  |
| ____ % Private      |                            | ____ % Materials       |

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 39 years

#### 4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

| <u>NAME</u> | <u>ADDRESS</u> | <u>YEARS</u> |
|-------------|----------------|--------------|
|             |                |              |
| N/A         |                |              |

## 5. Business Licenses

List all business licenses currently held by Bidder:

| <u>ISSUING AGENCY</u>         | <u>TYPE</u>       | <u>NUMBER</u>  | <u>EXPIRATION</u> |
|-------------------------------|-------------------|----------------|-------------------|
| <u>Village Of Lake Zurich</u> | <u>Business</u>   | <u>22-0850</u> | <u>12-31-2022</u> |
| <u>Village of Wilmette</u>    | <u>Contractor</u> | <u>4923</u>    | <u>12-31-2022</u> |

## 6. Related Experience

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

|                  | <u>PROJECT ONE</u>                     | <u>PROJECT TWO</u>        | <u>PROJECT THREE</u>    |
|------------------|----------------------------------------|---------------------------|-------------------------|
| Owner Name       | <u>Village of Long Grove Aaron Cox</u> |                           | <u>Bell Tower Condo</u> |
| Owner Address    | <u>311o Old McHenry</u>                | <u>540 Stablewood Ln.</u> | <u>126 Day St</u>       |
|                  | <u>Long Grove, IL</u>                  | <u>Lake Forest, IL</u>    | <u>Bloomington, IL</u>  |
| Reference        | <u>David Lothspeich</u>                | <u>Aaron Cox</u>          | <u>Ronnie Lewand</u>    |
| Telephone Number | <u>847-634-9440</u>                    | <u>269-449-2679</u>       | <u>847-278-1530</u>     |
| Type of Work     | <u>Landscape Maint</u>                 | <u>Landscape</u>          | <u>Snow Removal</u>     |
|                  | <u>Enhancements</u>                    | <u>Hardscape</u>          | <u>Landscape Maint</u>  |

|                    | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
|--------------------|--------------------|--------------------|----------------------|
| Contractor         | _____              | _____              | _____                |
| (If Bidder was)    | _____              | _____              | _____                |
| (Subcontractor)    | _____              | _____              | _____                |
| Amount of Contract | _____              | _____              | _____                |
| Date Completed     | _____              | _____              | _____                |

DATED: 8/22, 2022.

Bidder

By: \_\_\_\_\_

Title: Brian Frank- Owner

Attest

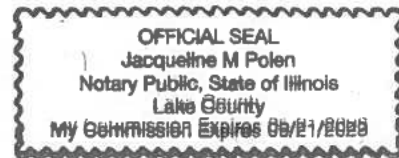
By: \_\_\_\_\_

Title: OFFICE MANAGER

Subscribed and Sworn to before me on AUGUST 25, 2022.

Notary Public

My commission expires: 6-21-, 2023



## ACCEPTANCE

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

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

### VILLAGE OF WINNETKA

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_



## **Agenda Item Executive Summary**

**TITLE:** Resolution No. R-93-2022: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract to Weg Transformers USA, LLC for Two 750 kVA Pad Mount Transformers for School District 36 (Adoption)

**PRESENTER:** Brian Keys

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** Yes

**ITEM TYPE:** Ordinances and Resolutions

---

### **ITEM HISTORY:**

None

### **EXECUTIVE SUMMARY:**

The Winnetka Public Schools, District 36, has plans to complete electrical upgrades at Hubbard Woods School and Greeley School. Based on the engineering design of the new facilities, the Water & Electric Department will need to replace the existing transformers at both schools with larger units to serve the new electrical loads. The 750 kVA pad-mount transformers required for the projects have an extended manufacturing lead time. The Winnetka Public Schools, District 36, has requested that the Village proceed with ordering the transformers to support their project schedule and has provided a Notice to Proceed (Exhibit 1) which confirms their commitment to reimburse the Village for the cost of the transformers.

The Water & Electric Department issued Bid #022-010 for the purchase of two 750 kVA pad-mount transformers. The bid notice was posted to the on-line bidding service Demand Star. Two vendors submitted the following bids.

Wesco, an electric distributor, submitted a bid based on transformers manufactured by Hitachi Energy / ABB.

Unit Price: \$54,247.00 each with escalation

Estimated Delivery: 96 weeks

Weg Transformers submitted a bid based on transformers manufactured by their company.

Unit Price: \$45,515 with escalation

Estimated Delivery: 92 weeks

Both bidders were considered "non-responsive". The bid document specified that bidders provide a firm unit price or "capped" amount for any escalation on the specified transformers. Due to the extended lead times and market uncertainty, both the manufacturers took exception to firm price requirement and included escalation policies.

From a technical perspective, both vendors also noted minor exceptions to the bid specification. The exceptions were primarily related to non-electrical facets of the specification such as: cabinet size, bushing spacing, and connector size. Weg bid a transformer manufactured by their company. Wesco bid a transformer manufactured by ABB/Hitachi Energy.

As such, staff shared the bid results and the escalation policies with District 36 staff. District 36 has requested that the Village proceed with ordering the units bid by Weg. District 36 is aware of the Price Adjustment Policy in the bid and understands that any increased cost for the transformer will be assessed to their project. In accordance with Resolution No. R-93-2021, a Resolution Establishing Rates And Fees Related To Utility Service, Winnetka Public Schools, District 36, will be responsible for all costs associated with the utility work, which includes the pad mount transformers, required to serve the increased electrical loads at Hubbard Woods School and Greeley School.

Based on lead time, the transformer will arrive in 2024. The transformer and corresponding reimbursement from District 36 will be accrued in the fiscal year 2024 budget.

Resolution No. R-93-2022, prepared by the Village Attorney, rejects all bids, waives bidding requirements and awards a contract to Weg for the purchase of two 750 kVA pad mount transformers in an amount of \$91,030, subject to a price adjustment per the contract terms.

#### **RECOMMENDATION:**

Consider adoption of Resolution No. R-93-2022, rejecting all bids, waiving bidding requirements and awarding a contract to Weg Transformers USA, LLC for the purchase of two 750 kVA pad mount transformers in an amount of \$91,030, subject to a price adjustment per the contract terms.

#### **ATTACHMENTS:**

1. Resolution No. R-93-2022: Rejecting Bids Waiving Bidding and Approving Purchase of Pad Mount Transformer from Weg

**RESOLUTION NO. R-93-2022**

**A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS,  
AND AWARDING A CONTRACT TO WEG TRANSFORMERS USA LLC  
FOR TWO 750 KVA PAD MOUNT TRANSFORMERS FOR SCHOOL DISTRICT 36**

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

**WHEREAS**, on July 22, 2022, the Village issued Request for Bid #022-036 ("**Requests for Bids**") for the purchase of two 750 kVA Pad Mount Transformers ("**Transformers**"); and

**WHEREAS**, the Village received two bids ("**Bids**") to provide the Transformers and opened the Bids on August 10, 2022; and

**WHEREAS**, all bidders took exception to the pricing term and various technical requirements in the Request for Bids and, thus, the Bids are non-responsive to the Requests for Bids; and

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

**WHEREAS**, the Village negotiated a favorable rate and reasonable contract terms from WEG Transformers USA, LLC ("**Weg**") for the purchase of the Transformers; and

**WHEREAS**, the Village Council desires to enter into a contract with Weg for the Village to purchase the Transformers from Weg in an amount set to \$91,030.00, but subject to a price adjustment pursuant to the terms described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Contract**"); and

**WHEREAS**, Village staff has recommended that the Village Council (i) reject all of the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code, Section 1V.3.D of the Village's Purchasing Manual, and the Village's home rule authority; and (iii) enter into a contract with Weg for the Transformers; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to (i) reject the Bids; (ii) waive competitive bidding pursuant to Section 4.12.010.C of the Village Code and Section 1V.3.D of the Village's Purchasing Manual; and (iii) enter into the Contract with Weg for the Transformers;

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

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

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

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

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

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

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

**ADOPTED** this 6<sup>th</sup> day of September, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
**AGREEMENT**

VILLAGE OF WINNETKA

CONTRACT/BID  
FOR Three Phase Pad-Mount Transformers

Full Name of Bidder:

WEG Transformers

("Bidder")

Principal Office Address:

1 Pauwels Drive

Washington, MO 63090

Local Office Address:

1 Pauwels Drive

Washington, MO 63090

Contact Name: Jenifer Rhodes

Telephone: 636-239-9300

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

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.*

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

- (4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specification attached hereto as Attachment A and by this reference made a part of this Contract/Bid***. If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

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

| Product Item No. | Description of Product to be delivered to Owner | Quantity of Products to be delivered to Owner | Unit Price of Product | Extension |
|------------------|-------------------------------------------------|-----------------------------------------------|-----------------------|-----------|
|                  |                                                 | See pricing form in Attachment A.             |                       |           |

If Owner has specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

**See pricing form in Attachment A.**

If Owner has not specified the Quantity of Products to be delivered to Owner in the Request for Bids, then Bidder will take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Bid, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by Owner.

B. Basis for Determining Prices. It is expressly understood and agreed that:

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

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

***Upon delivery and acceptance of item by the Owner.***

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 84-86 Weeks after receipt of Order.

4. Financial Assurance.

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

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

5. Firm Proposal.

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

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 5th date of August 20 22



## **ATTACHMENT A: SPECIFICATIONS**

### **1. SCOPE**

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
  - i. **750 KVA**
  - ii. 65° C rise
  - iii. 60 Hertz
  - iv. High Voltage: 12.47 Delta
  - v. High Voltage BIL : 95kV
  - vi. Low Voltage : 208/120V

### **2. CODES AND STANDARDS**

- a. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
  - i. Institute of Electrical and Electronic Engineer (IEEE)
    1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
    2. C57.12.26 – Pad-mounted Compartmental-Type, Self-Cooled Three-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
    3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity.
    4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
    5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
    6. C57.12.80 – Terminology for Power and Distribution Transformers.
    7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
    8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

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

### 3. QUALITY ASSURANCE

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

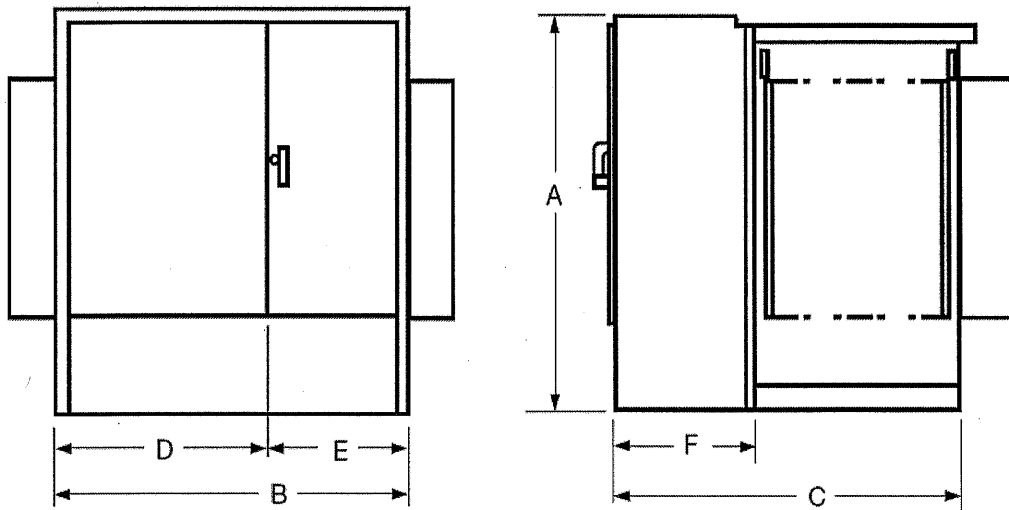
### 4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
  - i. All windings and internal connections shall be copper or aluminum.
  - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
  - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
  - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
  - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
  - vi. Amorphous core shall NOT be included in the bid.
- b. HV Compartment
  - i. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement as per Figure 2.
  - ii. The high voltage compartment shall be furnished with 200 amp, dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1), as per figure 1.
  - iii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per figure 2.
  - iv. Busing dimension shall be constructed as per **Figure 2**.
  - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
    - 1. Line Switch A for H1A, H2A, H3A
    - 2. Line Switch B for H1B, H2B, H3B
    - 3. Xrmr Switch

- c. LV Compartment
  - i. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **8-hole NEMA spades** mounted on threaded copper studs, per IEEE C57.12.34
  - ii. Staggered Low-Voltage terminal arrangement as per **Figure 3**.
  - iii. Busing dimension shall be constructed as per **Figure 3**.
- d. Cabinet
  - i. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
  - ii. Dimension of cabinet shall be constructed as per **Figure 1**.
  - iii. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
  - i. The insulating fluid shall be mineral oil.
  - ii. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
  - iii. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
  - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
  - ii. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
  - iii. Lifting provisions shall be provided at two or four points on the tank depending on size
- g. Cooling System
  - i. The transformer shall be self-cooled
- h. Grounding Provisions
  - i. All non-energized metallic components of the transformer shall be grounded.
  - ii. Tank grounding provisions shall consist of two ground pads.
  - iii. Ground pads shall be per IEEE standards.
- i. Nameplates
  - i. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
  - ii. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
  - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green

k. Reference Drawings:

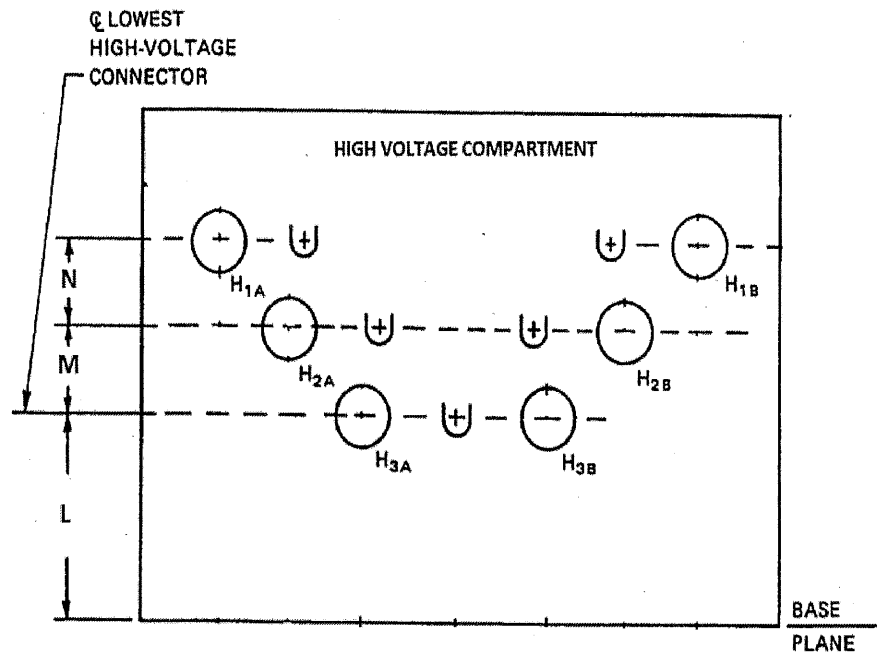
**Figure #1**  
**Exterior Dimensions**



CABINET/TANK DIMENSIONS

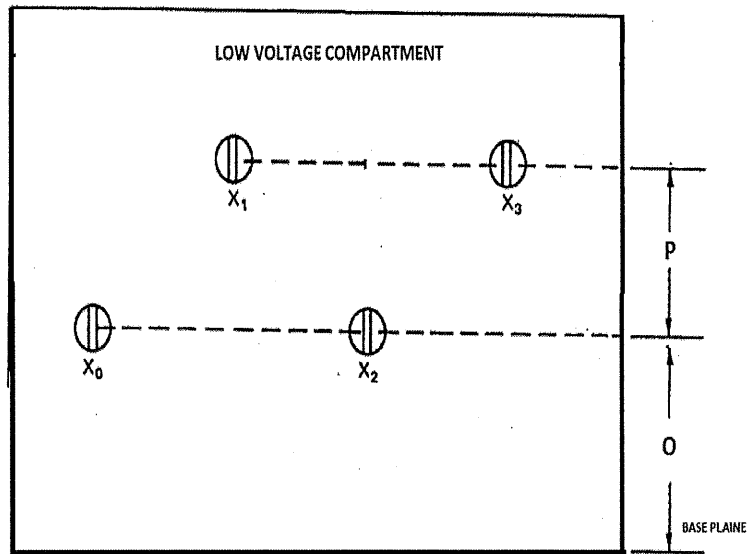
| Exterior Dimension |                      |  |
|--------------------|----------------------|--|
| Dimension          | Measurement (inches) |  |
| A                  | TBD OEM              |  |
| B                  | 65.5                 |  |
| C                  | TBD OEM              |  |
| D                  | 38                   |  |
| E                  | 28                   |  |
| F                  | 19.5                 |  |

**Figure #2**  
**High Voltage Compartment**



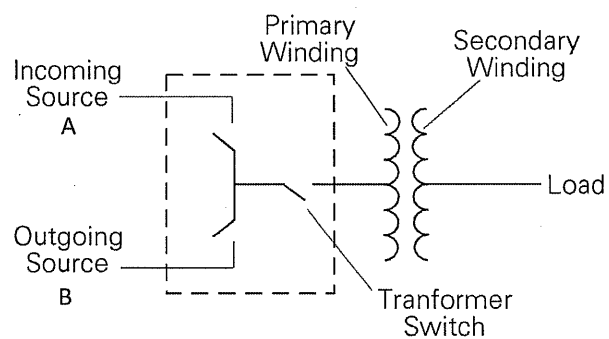
| High Voltage Compartment<br>Dimension |                      |
|---------------------------------------|----------------------|
| Dimension                             | Measurement (inches) |
| L                                     | 26.5                 |
| M                                     | 7                    |
| N                                     | 7                    |

**Figure #3**  
**Low Voltage Compartment**



| Low Voltage Compartment Dimension |                      |
|-----------------------------------|----------------------|
| Dimension                         | Measurement (inches) |
| O                                 | 32                   |
| P                                 | 8                    |

**Figure 4**



## 5. TEST

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

## 6. FEATURES

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

## 7. DOCUMENTATION

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

## 8. PARTS

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

### Pad-mount Transformer Data Sheet

|                                       |                                      |
|---------------------------------------|--------------------------------------|
| 3 Phase KVA Rating:                   | 750                                  |
| Frequency (Hz):                       | 60Hz                                 |
| Impedance Range:                      | per IEEE Standard Nominal impedances |
| Temperature Rise (Over 30°C ambient): | 65° C                                |
| Primary Coil Voltage (kV):            | 12.47kV Delta                        |
| Primary Termination:                  | 200 amp load break bushing inserts   |
| Feed:                                 | Loop                                 |
| Primary Taps:                         | None                                 |
| Primary BIL (kV):                     | 95                                   |
| Secondary Voltage (V):                | 208/120V Wye                         |
| Secondary Termination:                | 8-hole NEMA spades                   |
| Insulating Fluid:                     | Naphthenic based mineral oil         |

#### Other Special Instructions:

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

## BID SUBMITTAL

Vendor:

Address:

Email:

Phone:

Transformer Manufacturer

| KVA Size                         | Bid<br>Evaluation<br>Quantity  | Cost for Each<br>Transformer          | No Load Losses                   | Full Load Losses                  | Delivery Time<br>(Weeks)                 |
|----------------------------------|--------------------------------|---------------------------------------|----------------------------------|-----------------------------------|------------------------------------------|
| <input type="text" value="750"/> | <input type="text" value="2"/> | <input type="text" value="\$45,515"/> | <input type="text" value="865"/> | <input type="text" value="6209"/> | <input type="text" value="84-86 Weeks"/> |

Weight (lbs)

Unit cost shall include a warranty of 24 months from the date of delivery of each unit.

**NOTE:** Awarded bidder shall submit transformer construction drawings for approval by the W&E Director, prior to the manufacturing of transformer

The Village requests firm pricing. If you are unable to provide firm pricing, any escalation included in your bid must have a cap (provided as either a percentage or a not to exceed dollar amount).

## **ACCEPTANCE**

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

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

VILLAGE OF WINNETKA

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer Name: Village of Winnetka

Attn: Anthony Vasquez  
Email: [avasquez@winnetka.org](mailto:avasquez@winnetka.org)

**PROJECT REFERENCE: #022-036**

WEG is pleased to present our quotation for three phase transformers. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to WEG.

Any deviation from the attached bill of material(s), before or after receipt of order, may affect price and delivery. Due to the volatility of the raw materials market, strict interpretation of our quotation validation period must be adhered to. If your quote has expired, please consult your Account Specialist/Product Engineer for a quotation update. The quoted ship weeks will go into effect after all outstanding technical matters have been resolved. Ship weeks are based on plant loading at time of quotation. Please verify current ship weeks when placing an order. Please reference our quotation number and item number on all purchase orders and correspondence.

**Due to extended lead times and disequilibrium in the supply chain, orders will be subject to price escalation 30 days prior to shipment. The calculation of final sales price is based upon the percentage content of key components for all distribution transformers 500kVA and below, all distribution transformers 750kVA through 2500kVA, and all distribution transformers 3000kVA to 7500kVA. This includes aluminum, copper (if applicable), mild steel, fluid, silicon steel, accessories, miscellaneous materials, and freight cost.**

We will gladly provide any additional information that is required. Should you have any questions, please feel free to contact me or your authorized WEG distributor/sales representative. WEG appreciates the opportunity to provide a response to your inquiry, and we look forward to receiving your order.

Sincerely,



Jenifer Rhodes  
Account Specialist  
Utility Sales

## General Conditions

|            |                                                                                                                                                                                                                                                                                                    |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Validity   | From 8/5/2022 through 10/10/2022                                                                                                                                                                                                                                                                   |
| Product(s) | Three Phase Pad-Mount Transformer(s)                                                                                                                                                                                                                                                               |
| Location   | Unit(s) will be manufactured in Washington, Missouri                                                                                                                                                                                                                                               |
| Prices     | <b>Subject to escalation 30 days prior to shipment.</b><br><a href="https://weg.us/wp-content/uploads/2022/02/Escalation-notice-Distribution-Transformers-Spot-Term-Contract.pdf">https://weg.us/wp-content/uploads/2022/02/Escalation-notice-Distribution-Transformers-Spot-Term-Contract.pdf</a> |
| Taxes      | Federal, state, local or any other taxes, and tariffs are excluded.                                                                                                                                                                                                                                |
| Freight    | FOB Destination - freight prepaid and allowed                                                                                                                                                                                                                                                      |
| Payment    | NET 30 days from invoice                                                                                                                                                                                                                                                                           |
| Warranty   | Standard - 12 months from date of installation, not to exceed 18 months from date of shipment                                                                                                                                                                                                      |

## Quotation Comments/Exceptions

- A pull ring pressure relief device shall be provided.
- Secondary bushings shall be furnished with non-removable NEMA spades.
- (REMOVE) Secondary center to center vertical bushing spacing shall be 7 inches instead of 39 inches
- (REVISED) Transformer air cabinet exceeds the specified depth. See attached footprint for preliminary transformer dimensions.
- (NEW) Drain valve w/ sampler shall be provided per ANSI C57.12.34-2015.
- (NEW) 8-hole spades are inadequate for the given kVA and voltage ratings. Spades shall have 10 holes each.

### Exceptions:

If bid should become an order, escalation will be given 30 days prior to shipment.

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be.

**The end user to review WEG's offer before placing an order.**

## Proposal Notes (1/2)

### DRAWINGS

Any dimensions sent with this quotation are for indication only, and are not binding.

Please remember to request approval drawings at the time of purchase order if required. Approval drawings can be provided, if needed, 4-6 weeks after receipt of complete order information depending on the type of unit and quantity of designs ordered. IF APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time does not begin until drawings are returned approved by customer. IF NO APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time will begin after receipt of complete order information. Orders entered "on HOLD for APPROVAL" and NOT released within three (3) weeks after receiving factory approval type drawings are subject to price increases at the time of release.

Record Drawings can be sent two weeks prior to shipment.

### TECHNICAL NOTES

**This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be. All Items and services not shown or listed will be the responsibility of the Distributor, Contractor, and End User to furnish and/or provide. All Transformers are shipped with our standard Operations and Maintenance manual, unless otherwise indicated.**

**Impedance (%IZ nominal) and/or losses quoted are subject to the applicable ANSI tolerances. Average sound level shall not exceed NEMA standards. Rubber Goods such as primary elbow connectors, portable insulated standoff bushings, dead-end caps/plugs, as well as items such as hot sticks, hook sticks, padlocks, and special tools unless specified in the BOM, are customer supplied.**

### SHIPPING NOTES

Quoted lead-times are based on current factory loading and are subject to change. For more information, please consult the factory before placing an order.

Shipment will be made according to the current lead times after complete order information is received by the factory, inclusive of approval/record type drawings when requested at time of order. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). WEG cannot be held accountable for such delays.

Unless otherwise indicated in this proposal, standard delivery terms are F.O.B. WEG Factory, freight prepaid and allowed. Accurate and detailed ship to address and contact information is required at time of purchase order to assure correct shipping and handling. Freight is included in the proposed equipment price with the customer assuming all risk of loss and damage in transit and liable for cost, such as demurrage or detention, after the purchased equipment has left our loading docks or facility.

### TERMS

Unless otherwise indicated in this proposal, payment terms are Net thirty (30) days from date of WEG's invoice. Invoice subject to SERVICE CHARGE if not paid within terms. Subject to credit approval.

## Proposal Notes (2/2)

### TESTING

This proposal includes standard factory testing. These tests are standard routine test as defined by the latest IEEE C57.12.00 and C57.12.90 standards. Pricing includes WEG "standard" factory tests below:

- Winding Resistance Measurements
- Ratio Test and phase relation
- No-Load Loss and Excitation Current
- Load Losses and Impedance Voltage
- Low Frequency Test
- Applied Voltage on Secondary
- Applied Voltage on Primary (Delta connected only)
- Induced Voltage
- Phase Relation
- Lightning Impulse Testing
- Auxiliary Wiring Dielectric
- Bushing Current Transformer
- Standard Lead Test of Fully Assembled Transformer
- Mechanical Inspection

Accuracy of test equipment is within +/- 3% traceable to national Bureau of Standards and calibrated annually. Additional testing beyond those listed will incur fees per schedule.

Certified test reports can be provided at no additional charge upon indication at time of purchase order placement. Additional testing beyond those listed under "Standard" factory tests are not included in the quoted cost and will incur fees per our "Special Test Prices & Schedule" (copy available upon request). These adders must be identified and added to the Purchase Order description and cost.

### CANCELLATION SCHEDULE

If an order cancellation occurs after award, penalties will apply per WEG Cancellation schedule below:

| SALES PRICE | STATUS                                                                      |
|-------------|-----------------------------------------------------------------------------|
| 5%          | Order Acknowledged                                                          |
| 10%         | Order Scheduled                                                             |
| 15%         | Drawings Issued                                                             |
| 30%         | Final Material Ordered                                                      |
| 40%         | Schedules Issued to Plant                                                   |
| 50%         | Tank Started                                                                |
| 65%         | Core Started                                                                |
| 75%         | Coil Started                                                                |
| 100%        | Core & Coil Assembly, Oven, Tanked, Tested, Final Assembly, Docked, Shipped |

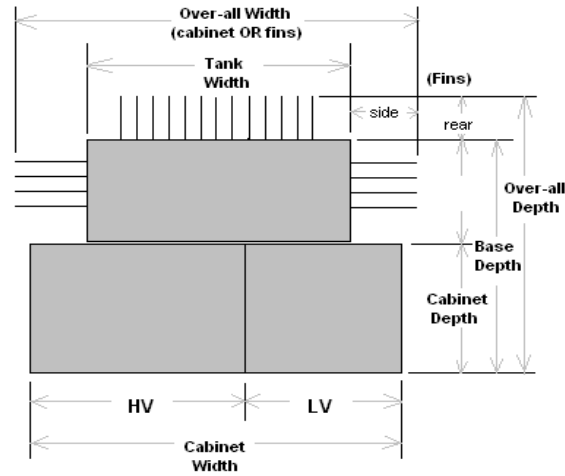
### TERMS & CONDITIONS OF SALES

Orders must be issued to "WEG Transformers USA, LLC" and are subject to WEG's "Terms & Conditions of Sale". WEG Transformers USA LLC is an ISO certified company. WEG assumes no obligations or liabilities beyond those specified in these proposal notes and the WEG document entitled "Terms & Conditions of Sale" which is available for download on our website [www.weg.us](http://www.weg.us) or through the link:

<https://www.weg.us/wp-content/uploads/2020/12/WEG-TC-Distribution-Transformers.pdf>

## FOOTPRINT - Preliminary Dimensions; NOT for construction

Village of Winnetka IL | Power One



| Item                 | kVA | DV 1 | HV    | Secondary Voltage | Over-All Dimensions |                |                | Base Dimensions |            | Cabinet       |      |      | Tank Width | Rear Fins | Side Fins | Fluid (gals) | Weight (lbs) |
|----------------------|-----|------|-------|-------------------|---------------------|----------------|----------------|-----------------|------------|---------------|------|------|------------|-----------|-----------|--------------|--------------|
|                      |     |      |       |                   | Over-All Width      | Over-All Depth | Cabinet Height | Cabinet Width   | Base Depth | Cabinet Depth | HV   | LV   |            |           |           |              |              |
| 22jul-495936898-0010 | 750 | 0    | 12470 | 208               | 67                  | 63             | 74             | 67              | 58         | 27            | 33.6 | 32.5 | 53         | yes       | none      | 294          | 7201         |



# WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA  
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

# TECHNICAL SPECS

Date: 8/5/2022  
Quotation Number: 495936898  
Item Number: 0010

|                                                                                                |                   |                              |                          |                    |            |
|------------------------------------------------------------------------------------------------|-------------------|------------------------------|--------------------------|--------------------|------------|
| <b>Customer Line No.:</b>                                                                      |                   | <b>Quantity:</b>             |                          | 2                  |            |
| <b>Unit Price:</b>                                                                             |                   | <b>Extended Price:</b>       |                          | \$91,030.00 USD    |            |
| <b>Three Phase Pad-Mount Transformer(s)</b>                                                    |                   |                              |                          |                    |            |
| <b>kVA Rating:</b>                                                                             |                   | <b>Model#:</b>               |                          |                    |            |
| 750 kVA                                                                                        |                   | <b>Cooling Class:</b>        |                          | ONAN               |            |
| Mineral Oil Immersed                                                                           |                   | <b>Frequency:</b>            |                          | 60 Hz              |            |
|                                                                                                |                   | <b>Avg. Winding Rise:</b>    |                          | 65 °C              |            |
| <b>Primary Voltage:</b>                                                                        |                   | <b>Secondary Voltage:</b>    |                          | 208Y/120           |            |
| 12470 Delta                                                                                    |                   | <b>Secondary BIL Rating:</b> |                          | 30 kV              |            |
| <b>Primary BIL Rating:</b>                                                                     |                   | <b>LV Winding Matl:</b>      |                          | AL                 |            |
| 95 kV                                                                                          |                   |                              |                          |                    |            |
| <b>HV Winding Matl:</b>                                                                        |                   |                              |                          |                    |            |
| AL                                                                                             |                   |                              |                          |                    |            |
| <b>High Voltage Taps:</b>                                                                      |                   |                              |                          |                    |            |
| N Taps - No Taps                                                                               |                   |                              |                          |                    |            |
| <b>No Load Loss:</b>                                                                           | 865 Watts @ 20 °C | <b>Load Loss:</b>            | 6209 Watts @ 85 °C       | <b>Total Loss:</b> | 7074 Watts |
| <b>Impedance:</b>                                                                              | 5.7 %             |                              |                          |                    |            |
| <b>{ Tank Enclosure }</b>                                                                      |                   |                              |                          |                    |            |
| Welded Cover /w (1) Handhole(s) - 10x16                                                        |                   |                              |                          |                    |            |
|                                                                                                |                   |                              |                          |                    |            |
| Cabinet Depth: 27 inches                                                                       |                   |                              | Pentahead Security Bolts |                    |            |
| Steel HV-LV Barrier                                                                            |                   |                              |                          |                    |            |
| <b>{ Paint Color }</b> GREEN (Munsell 7.0GY3.29/1.5)                                           |                   |                              |                          |                    |            |
| <b>{ Bushings }</b> Loop Feed Custom Dimensions                                                |                   |                              |                          |                    |            |
| Dead Front Primary Terminations: Wells , 6 Inserts                                             |                   |                              |                          |                    |            |
| Secondary Terminations: Epoxy Bushings w/ Non_Removable 10 Hole Brass J Spades w/Spade Support |                   |                              |                          |                    |            |
| Neutral: L.V. Neutral Bushing with Removable Grounding Strap                                   |                   |                              |                          |                    |            |
| <b>{ Protection }</b>                                                                          |                   |                              |                          |                    |            |
| Weak Link Cartridge (Cooper 3437629C16M),                                                      |                   |                              |                          |                    |            |
| 15kV / 12.70 MCOV Under Oil Arresters,                                                         |                   |                              |                          |                    |            |
| <b>{ Switching }</b>                                                                           |                   |                              |                          |                    |            |
| 2, 2-Position Line Switches & 1,2-Position Transformer Switch (3 Switches Total)(300 Amps),    |                   |                              |                          |                    |            |
| <b>{ Additional Notes }</b>                                                                    |                   |                              |                          |                    |            |
| Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,                                |                   |                              |                          |                    |            |
| Liquid Level (SightGauge),                                                                     |                   |                              |                          |                    |            |
| Schrader Valve, Stainless Steel Ground Pads                                                    |                   |                              |                          |                    |            |

## QUOTATION COMMENTS

A pull ring pressure relief device shall be provided.  
Secondary bushings shall be furnished with non-removable NEMA spades.  
(REMOVE) Secondary center to center vertical bushing spacing shall be 7 inches instead of 39 inches  
(REVISED) Transformer air cabinet exceeds the specified depth. See attached footprint for preliminary transformer dimensions.  
(NEW) Drain valve w/ sampler shall be provided per ANSI C57.12.34-2015.  
(NEW) 8-hole spades are inadequate for the given kVA and voltage ratings. Spades shall have 10 holes each.

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be.

The end user to review WEG's offer before placing an order.

**Standards:** Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

**Shipment:** 84 TO 86 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by jrhodes on 08/05/22

# NOTICE TO ALL CUSTOMERS



2/21/2022

*This document is specifically written to make all our spot customers aware of a change to WEG's quarterly price adjustment policy. The affected product group is **all three phase Utility distribution transformers 45 kVA through 5,000 kVA, all voltages.***

Over the past three (3) decades our customers and WEG Transformers USA (WEG) have worked hand-in-hand with price adjustment models successfully. The successful model is based on the calculation of a the new sales price for orders received based on the percentage content of the sales price that each of the key transformer material components represent in the pricing structure of the product.

Due to today's fluctuations in costs of raw materials, labor shortages, and supply chain disruptions, disequilibrium rather, WEG is facing unprecedented times. For most, 2021 has proven more challenging than 2020 and we feel 2022 will really test the entire T&D market in terms of market outlook and subsequent uncontrolled reaction to a perceived market outlook. WEG understand that due to the perceived market outlook every distribution transformer manufacturer is struggling, and inflation with supply chain issues, and shortages are here and show no signs of slowing in the next upcoming twenty-four (24) months.

Considering these **unprecedented times of inflation**, WEG is forced to change our price adjustment model for the long term market segment and spot market segment.

The spot market segment for distribution transformer business was traditionally a short term cycle business and therefore the forecasted material price was predictable and stable. Today this market segment became a long term cycle business where standard lead times of **over 120 weeks** have been observed.

As a result of this market behavior change and the fact that it is not sustainable to forecast the inflation of material prices, the implementation of a price adjustment model is required on all current spot order booked per time table 1 below.

| Publication date*                                                                                               | Period used in calculation | Applied to shipment - Start/Stop date |
|-----------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------|
| Mid-February                                                                                                    | Base Period - January      | March 1 - April 30                    |
| Mid-April                                                                                                       | Base Period - March        | May 1 - June 30                       |
| Mid - June                                                                                                      | Base Period - May          | July 1 - August 31                    |
| Mid - August                                                                                                    | Base Period - July         | September 1 - October 31              |
| Mid - October                                                                                                   | Base Period - September    | November 1 - December 31              |
| Mid-December                                                                                                    | Base Period - October      | January 1 - February 28               |
| * WEG reserves the right, at their discretion, to later the update frequencies to accommodate market conditions |                            |                                       |

Table 1

## NOTICE TO ALL CUSTOMERS



Based on a typical spot order, WEG is implementing for all standard spot orders ALU-ALU design, mild steel, mineral oil filled, all voltages and voltage combination a standard price adjustment model based upon the percentage content of the sales price that each of the key transformer material components represent in the pricing structure of the product. Indeed the percentage of each component can be calculated based upon the cost component price per table 2a - 500 KVA and below and table 2b – 750 kVA and above through 5,000 KVA, see hereafter.

| Key transformer components                                                  | % Weighting | Unit value     |
|-----------------------------------------------------------------------------|-------------|----------------|
| Mineral oil                                                                 | 4%          | \$/gallon      |
| ALU (HV/LV)                                                                 | 11%         | \$/lbs         |
| Mild Steel                                                                  | 12%         | \$/CWT         |
| Core Steel                                                                  | 13%         | WEG Index      |
| Freight                                                                     | 2%          | National Index |
| Total component sales price adjusted                                        | 42%         |                |
| <b>500 KVA and below, all voltages, mild steel tank, mineral oil filled</b> |             |                |

Table 2a

| Key transformer components                                                                     | % Weighting | Unit value     |
|------------------------------------------------------------------------------------------------|-------------|----------------|
| Mineral oil                                                                                    | 4%          | \$/gallon      |
| ALU (HV/LV)                                                                                    | 13%         | \$/lbs         |
| Mild Steel                                                                                     | 9%          | \$/CWT         |
| Core Steel                                                                                     | 19%         | WEG Index      |
| Freight                                                                                        | 2%          | National Index |
| Total component sales price adjusted                                                           | 47%         |                |
| <b>750 KVA and above, through 5,000 kVA, all voltages, mild steel tank, mineral oil filled</b> |             |                |

Table 2b

# NOTICE TO ALL CUSTOMERS



The price adjustment calculation for each shipment period will be published as per table 1 and per the attached price adjustment sample which will be included with WEG's invoice issued at time of shipment.

The new pricing is easily verifiable by applying the same third party indices WEG utilizes to calculate the spot price update for the month prior to the quarter during which the transformer is shipped.

For shipments the specified shipment period, all Utility spot prices will be adjusted per "the below example" table 3a and 3b hereunder.

| Key transformer components                                           |             | % Weighting | Unit value                    | Quote Indices | Current Indices | Variance   | % Variance | TTL % Variance |
|----------------------------------------------------------------------|-------------|-------------|-------------------------------|---------------|-----------------|------------|------------|----------------|
|                                                                      | Mineral oil | 4%          | \$/gallon                     | 79.83         | 83.22           | \$ 3.39    | 4.25%      | 0.17%          |
|                                                                      | ALU (HV/LV) | 11%         | \$/lbs                        | 1.35          | 1.51            | \$ 0.16    | 11.85%     | 1.30%          |
|                                                                      | Mild Steel  | 12%         | \$/CWT                        | 98.81         | 83.635          | \$ (15.18) | -15 36%    | -1.84%         |
|                                                                      | Core Steel  | 13%         | WEG Index                     | 1             | 1.35            | 0.35       | 35.00%     | 4.55%          |
|                                                                      | Freight     | 2%          | National Index                | 1             | 1.4             | 0.4        | 40.00%     | 0.80%          |
| Total component sales price adjusted                                 |             | 42%         | Total sales price adjustment: |               |                 |            |            | 4.981%         |
| 500 KVA and below, all voltages, mild steel tank, mineral oil filled |             |             |                               |               |                 |            |            |                |

Table 3a

| Key transformer components                                                              |             | % Weighting | Unit value                    | Quote Indices | Current Indices | Variance   | % Variance | TTL % Variance |
|-----------------------------------------------------------------------------------------|-------------|-------------|-------------------------------|---------------|-----------------|------------|------------|----------------|
|                                                                                         | Mineral oil | 4%          | \$/gallon                     | 79.83         | 83.22           | \$ 3.39    | 4.25%      | 0.17%          |
|                                                                                         | ALU (HV/LV) | 13%         | \$/lbs                        | 1.35          | 1.51            | \$ 0.16    | 11.85%     | 1.54%          |
|                                                                                         | Mild Steel  | 9%          | \$/CWT                        | 98.81         | 83.635          | \$ (15.18) | -15 36%    | -1.38%         |
|                                                                                         | Core Steel  | 19%         | WEG Index                     | 1             | 1.35            | 0.35       | 35.00%     | 6.65%          |
|                                                                                         | Freight     | 2%          | National Index                | 1             | 1.4             | 0.4        | 40.00%     | 0.80%          |
| Total component sales price adjusted                                                    |             | 47%         | Total sales price adjustment: |               |                 |            |            | 7.778%         |
| 750 KVA and above, through 5,000 kVA, all voltages, mild steel tank, mineral oil filled |             |             |                               |               |                 |            |            |                |

Table 3b

# NOTICE TO ALL CUSTOMERS



Third party reference indices are used to determine shipment price adjustment, these **monthly average indices** applied are:

**Mineral Oil:** The source data is the U.S. Energy Information Administration. The data can be found by signing in on [www.eia.gov](http://www.eia.gov) >>> WTI Crude Oil Prices >>> Monthly. Table visible defines the monthly average value for Cushing, Oklahoma, Crude Oil for a specific month.

**FR3 fluid:** The source data for FR3 fluid validation is the Chicago Board of Trade Soybean Oil index. The data can be found by signing in on [www.futures.tradingcharts.com](http://www.futures.tradingcharts.com) >>> Soybean Oil >>> chart >>> historical >>> 2022. The average of a month can be obtained by narrowing the period of the historical data.

**LME Aluminum:** The source data is the LME monthly average rate converted \$/lbs for cash contract application. The data can be found by signing in on [www.lme.com](http://www.lme.com) >>> Metals >>> non-ferrous (Aluminum) >>> price graphs >>> define start date & end date for cash contract >>> click update and calculate the average value in \$/lbs over the month.

**LME Copper:** The source data is the LME monthly average rate converted \$/lbs for cash contract application. The data can be signing in on [www.lme.com](http://www.lme.com) >>> Metals >>> non-ferrous (Copper) >>> price graphs >>> define start date & end date for cash contract >>> click update and calculate the average value in \$/lbs over the month.

**Mild Steel:** The source data is the American Metals market (AMM). The data can be found by signing in on [www.amm.com](http://www.amm.com). The index used with the AMM report is the steel base price for Midwest Hot-Rolled Sheet. The data close to the end of the month is used to determine the index.

**Stainless Steel:** The source data is the Fred Economic Data. The data can be obtained by signing in on [www.fred.stlouisfed.org](http://www.fred.stlouisfed.org) >>> categories >>> prices >>> Producer Price Index >>> commodity bases >>> metals and metals products; Steel Wire Stainless Steel >>> by pointing with your cursor on the graph the start index and end index can be defined.

**Core Steel Index:** Due the uniqueness of this transformer key component. The index is defined the WEG Supply Chain Department.

## NOTICE TO ALL CUSTOMERS



**Freight Price Index:** The source data is the Fred Economic Data. The data can be obtained by signing in on [www.fred.stlouisfed.org](http://www.fred.stlouisfed.org) >>> categories >>> prices >>> Producer Price Index >>> industry based >>> transportation and warehousing >>> general freight trucking, long distance truckload >>> by pointing with your cursor on the graph the start index and end index can be defined

For copper, FR3 fluid filled and Stainless Steel transformer \* weighing in table 3a and 3b will be changed accordingly by WEG.

Notwithstanding the fact that a pricing adjustment is implement, WEG still is facing considerable spot price risk as the index is calculated with fixed periodicity, is backward looking, and only addresses changes in specific cost components as per table 2a and 2b, which is roughly 50% of the overall content of the WEG product only. Due to this fact, the discussed index, or sub-index, cannot decline below the zero level.

With each invoice, WEG will submit the price adjustment calculation per the above described methodology for the order shipped in the period per table 1, reflecting the quotation index per "example below (next page)".

# NOTICE TO ALL CUSTOMERS



## PRICE ADJUSTMENT CALCULATION

|                        |                                      |
|------------------------|--------------------------------------|
| Quotation/Order Month: | Sep-21                               |
| Customer name:         | Line Electric LLC                    |
| Escalation Date:       | 2/21/2022                            |
| Escalation Month:      | Feb-22                               |
| Shipment Period :      | March 1, 2022 through April 30, 2022 |
| Design criteria:       |                                      |
| Winding material:      | CU (HV/LV)                           |
| Insulation fluid:      | Mineral oil                          |
| Tank steel:            | Mild Steel                           |

| Key transformer components                                           | % Weighting | Unit value                                        | Quote Indices | Current Indices | Variance  | % Variance | TTL % Variance |
|----------------------------------------------------------------------|-------------|---------------------------------------------------|---------------|-----------------|-----------|------------|----------------|
| Mineral oil                                                          | 4%          | \$/gallon                                         | 1.70          | 2.14            | \$ 0.44   | 25.86%     | 1.03%          |
| CU (HV/LV)                                                           | 11%         | \$/lbs                                            | 1.28          | 1.45            | \$ 0.17   | 13.28%     | 1.46%          |
| Mild Steel                                                           | 12%         | \$/lbs                                            | 1.03          | 0.72            | \$ (0.31) | -29.91%    | -3.59%         |
| Core Steel                                                           | 13%         | WEG Index                                         | 1.83          | 2.20            | \$ 0.37   | 20.22%     | 2.63%          |
| Freight                                                              | 2%          | National Index                                    | 169.57        | 189.55          | \$ 19.98  | 11.78%     | 0.24%          |
| Total component sales price adjusted                                 | 42%         | Total sales price adjustment for the KVA segment: |               |                 |           |            | 1.8%           |
| 500 KVA and below, all voltages, mild steel tank, mineral oil filled |             |                                                   |               |                 |           |            |                |

| Key transformer components                                                              | % Weighting | Unit value                                        | Quote Indices | Current Indices | Variance  | % Variance | TTL % Variance |
|-----------------------------------------------------------------------------------------|-------------|---------------------------------------------------|---------------|-----------------|-----------|------------|----------------|
| Mineral oil                                                                             | 4%          | \$/gallon                                         | 1.70          | 2.14            | \$ 0.44   | 25.86%     | 1.03%          |
| CU (HV/LV)                                                                              | 13%         | \$/lbs                                            | 1.28          | 1.45            | \$ 0.17   | 13.28%     | 1.73%          |
| Mild Steel                                                                              | 9%          | \$/lbs                                            | 1.03          | 0.72            | \$ (0.31) | -29.91%    | -2.69%         |
| Core Steel                                                                              | 19%         | WEG Index                                         | 1.83          | 2.20            | \$ 0.37   | 20.22%     | 3.84%          |
| Freight                                                                                 | 2%          | National Index                                    | 169.57        | 189.55          | \$ 19.98  | 11.78%     | 0.24%          |
| Total component sales price adjusted                                                    | 47%         | Total sales price adjustment for the KVA segment: |               |                 |           |            | 4.1%           |
| 750 KVA and above, through 5,000 kVA, all voltages, mild steel tank, mineral oil filled |             |                                                   |               |                 |           |            |                |

### Note:

The above calculated percentage for each KVA category is applied to the unit sales price of the order issued.

The price adjustment is stated as a separate line item on the invoice you have received.

This price adjustment document forms an integral part of the invoice(s) issued.

# EXHIBIT 1



1235 Oak Street • Winnetka, IL 60093  
phone 847-446-9400 • fax 847-446-9408

To: Brian Keys  
From: Brad Goldstein  
Date: August 25, 2022  
Subject: Notice to Proceed with Winnetka Public School District 36 750kVA Transformers

Please proceed with the purchase of two 750kVA transformers required to increase the capacity of service at Greeley and Hubbard Woods Elementary Schools. Winnetka Public Schools District 36 (WPSD) will be responsible for the cost of this equipment even if WPSD changes the need for this equipment.

This equipment will be installed per plans determined with the District and the Village of Winnetka. The District will provide additional permissions as needed to install and maintain the equipment once the design is further developed. The requested equipment is for the sole benefit of WPSD, as such, all of the costs by the VOW will be at Winnetka Public School's sole expense. We elect to procure the Weg transformer at the cost of \$45,015 each for a total of \$91,030, as they are the lowest qualified responsible bidder. The District understands escalation will be factored in above and beyond this cost. Actual cost will be invoiced to WPSD once the equipment has been delivered to the VOW.

Sincerely,

A solid black rectangular box used to redact the signature of Brad Goldstein.

Brad Goldstein  
Chief Financial Officer/CSBO



## Agenda Item Executive Summary

**TITLE:** Resolution No. R-95-2022: 2022 Holiday Lighting Program (Adoption)

**PRESENTER:** Diana Puga

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** Yes

**ITEM TYPE:** Consent Agenda

---

### ITEM HISTORY:

On an annual basis, the Village utilizes a contractor to install holiday lighting on public trees in the Village's three business districts, the Village Yards and the ceremonial tree located on the Park District's property on Elm Street. In 2018, the Village awarded a contract for holiday lighting installation, maintenance and removal to B&B Holiday Decorating, LLC of Des Plaines, Illinois (the "Contractor"). This agreement included an initial three-year term and two optional one-year extensions. The Contractor successfully completed the initial term and one extension, and the Village and Contractor are seeking to execute the second and final extension of the agreement.

### EXECUTIVE SUMMARY:

In June, staff met and held site visits with the Contractor to discuss the scope of work for the final year of the agreement. As in past years, the program includes all maintenance and annual partial replacement of light strands, installation of lighting at Village Hall and decoration of the Holiday Lighting ceremony tree. Staff also requested that the Contractor include pricing to light an additional 24 trees, which were planted in the West Elm Street Business District as part of this year's Streetscape Phase 4 project.

Ultimately, the Contractor submitted a proposal in an amount not to exceed \$35,540 for the 2022 holiday lighting program. The FY2022 budget (account 100.30.01-543) contains \$40,000 for annual holiday lighting program. This year's agreement will come in \$4,460 under budget. Based on these factors, staff recommends approving the second and final extension of the Village's agreement with B&B Holiday Decorating LLC for the 2022 holiday lighting program.

Resolution No. R-95-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract extension with B&B Holiday Decorating LLC for the 2022 holiday lighting program.

### RECOMMENDATION:

Consider adoption of Resolution No. R-95-2022, authorizing the Village President to execute and the Village Clerk to attest the contract extension with B&B Holiday Decorating LLC for the 2022 holiday lighting program in an amount not to exceed \$35,540.

**ATTACHMENTS:**

1. Resolution No. R-95-2022: Approving an Extension to an Agreement with B&B Holiday Decorating, LLC for the 2022 Holiday Lighting Program

RESOLUTION NO. R-95-2022

**A RESOLUTION APPROVING AN EXTENSION TO AN AGREEMENT WITH  
B&B HOLIDAY DECORATING, LLC FOR  
THE 2022 HOLIDAY LIGHTING PROGRAM**

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

**WHEREAS**, the Village has appropriated funds for the installation, maintenance, and removal of lighting and decorations for the holiday season at locations throughout the Village, including certain rights-of-way, Village Hall, and a ceremonial tree (collectively, "**Work**"); and

**WHEREAS**, the Village retained B&B Holiday Decorating, LLC ("**Contractor**") to perform the Work in previous years, pursuant to a three-year contract ("**Agreement**") with two options to extend the term of the Agreement for an additional year; and

**WHEREAS**, the Village previously extended the Contract pursuant to its first option;  
and

**WHEREAS**, the Village has been satisfied with the Contractor's previous performance;  
and

**WHEREAS**, the Village now desires to extend the term of the Contract for another year pursuant to its second option for the 2022 holiday season ("**Extension**"); and

**WHEREAS**, the Contractor has offered to perform the Work for a total price not to exceed \$35,540.00 during the Extension; and

**WHEREAS**, pursuant to Sections 4.12.010 of the Village Code, the Village Council has determined that it is in the best interests of the Village to approve the Extension;

**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.** The Village Council approves the Extension of the Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

**SECTION 3: AUTHORIZATION TO EXECUTE EXTENSION.** The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Extension after receipt by the Village Manager of

September 6, 2022

R-95-2022

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

**ADOPTED** this 6th day of September, 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
**AGREEMENT**



**HOLIDAY  
DECORATING**

2048 Foster Ave  
Wheeling, IL 60090

8/17/2022

Village of Winnetka  
Giovanni McLean  
510 Green Bay Rd  
Winnetka, IL 60063

### 2022 Holiday Season Contract

#### Proposal:

- We hereby propose to supply the labor and materials to install holiday decorations at the location listed above including
- Proposal is an extension of our previous contract

#### Scope of Work:

- We hereby propose to supply the labor and materials to install holiday decorations at the location listed above including: All installation materials, i.e. hanging accessories, cords, timers, bows, etc.
- Installation of 24 additional trees (337 strands)
- Maintenance/Repair work on remaining trees with lights installed (300 new strands estimated)
- Installation of Village Hall
- Decoration of ceremony tree

| Price Options<br>(Check your selection): | Total Cost<br>(per year)                     |
|------------------------------------------|----------------------------------------------|
| LED 1-Year Contract                      | <input checked="" type="checkbox"/> \$35,540 |

#### Additional Services Available:

**Setup:** estimated installation start date Aug 22, 2022

- Pricing is based on Install/Maintenance of trees prior to November additional costs may occur.

**Takedown:** Exact date to be scheduled after setup

**Payment:** 100% payment after setup is complete

\_\_\_\_\_  
[Redacted Signature] Date \_\_\_\_\_

Date 06/17/2022 B&B Holiday Decorating, LLC



2048 Foster Ave  
Wheeling IL 60090

---

**Detailed Proposed 2022 Scope**

\$12,370 = Installation 24 additional trees (337 strands)

\$15,620 = Maintenance/Repair work on the remaining trees/lights (300 new strands estimated)

\$3,550= Installation of Village Hall

\$4,000 = Decoration of ceremony tree

\$35,540 = Total 2022 holiday season price



## Agenda Item Executive Summary

**TITLE:** Resolution No. R-86-2022: Resolution Waiving Competitive Bidding and Approving the Purchase of a Line Truck From Altec Industries, Inc. (Adoption)

**PRESENTER:** Brian Keys

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** No

**ITEM TYPE:** Ordinances and Resolutions

---

### ITEM HISTORY:

The Electric Fund Five Year Capital Improvement Plan contains the planned purchase of new line trucks in fiscal years 2023 and 2026. Due to the pandemic, manufacturing lead times have resulted in significant delays in the receipt of a new truck. At the May 17, 2022, Village Council Meeting, the Council adopted Resolution No. R-65-2022; Waiving Competitive Bidding and Approving Purchase of Line Truck From Altec Industries. This truck is scheduled to be delivered in 2025.

### EXECUTIVE SUMMARY:

Manufacturing lead times for new line trucks have continued to increase and staff is requesting approval to award a contract to Altec Industries to secure a manufacturing slot for a future line truck. The Electric Fund Capital Improvement Plan proposes the purchase of a new line truck with an estimated cost of \$300,000 in fiscal year 2026. Based on current market conditions, a truck ordered at this time in 2022, will have an estimated delivery date in the year 2028.

The Village has previously purchased line trucks from Altec Industries. Due to the extended lead time, Altec is unable to provide a firm price for the new truck. The manufacturer has provided an estimated price of \$377,908 for the truck specified by staff. This truck would be similar to the line truck ordered earlier in the year with the exception of additional material handling capabilities. The boom of this truck will have the ability to not only lift a lineman aloft, but to hoist material such as an overhead transformer or cable. In addition to a structurally stronger lifting boom, the truck will be fitted with outriggers.

Eighteen months prior to the start of manufacturing (i.e. late 2026), Altec Industries will provide the Village with a firm price for the specified truck. The Village will have the option to accept or decline the updated price. If the Village elects not to proceed, there is no penalty to cancel the order. With the assistance of the Village Attorney, an agreement has been developed. The agreement contains a provision which provides the Village with forty five days of time to review and approve the updated truck price. Payment terms for the line truck are net 30 upon delivery, commissioning and acceptance of the new truck.

The quote for the new line truck is contained in Exhibit A of the Resolution. Altec is one of the largest manufacturers of line trucks. The Water & Electric Department fleet contains an aerial line truck and

derrick truck manufactured by Altec. The vendor has been competitive in pricing and provides good equipment support. In the immediate area, both Naperville and ComEd utilize Altec line trucks.

Staff recommends accepting Altec's quotation to secure a manufacturing slot for a truck to be delivered in 2028. A future revision of the Electric Fund Five Year Capital Improvement Plan will be revised to reflect the truck's purchase cost for fiscal year 2028.

**RECOMMENDATION:**

Consider adoption of Resolution No. R-86-2022, Waiving Competitive Bidding and Approving Purchase of Line Truck From Altec Industries in an amount of \$377,908 subject to price adjustment in accordance with the contract terms.

**ATTACHMENTS:**

1. Resolution No. R-86-2022: Waiving Competitive Bidding and Approving Purchase of Line Truck From Altec Industries

**RESOLUTION NO. R-86-2022**

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING  
THE PURCHASE OF A LINE TRUCK FROM ALTEC INDUSTRIES, INC.**

**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 Water & Electric Department, in its Capital Improvement Plan, has identified the need to purchase two custom-manufactured electric utility line trucks for delivery in 2023 and 2026; and

**WHEREAS**, supply chain and labor shortages related to the COVID-19 pandemic have generated unforeseen manufacturing delays, preventing the scheduled purchase and delivery of electric utility line trucks; and

**WHEREAS**, on May 17, 2022, the Village adopted Resolution No. R-65-2022, approving the purchase of a custom-manufactured electric utility line truck from Altec Industries, Inc. ("**Altec**") for delivery in 2025; and

**WHEREAS**, the Village Water & Electric Department currently operates trucks manufactured by Altec and has been satisfied with its products, pricing, and customer support; and

**WHEREAS**, in order to secure delivery in 2028, Altec has offered to manufacture and deliver a second custom-manufactured electric utility line truck ("**Truck**"), for an anticipated price of \$377,908.00, subject to the terms and conditions of the purchase agreement attached to this Resolution as **Exhibit A** ("**Contract**"); and

**WHEREAS**, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code the bidding requirements may be waived for contracts which by their nature are not adaptable to competitive bidding; and

**WHEREAS**, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to: (i) waive the bidding requirement pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual; and (ii) enter into the Contract with Altec for the purchase and manufacture of the Truck;

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

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

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the procurement and manufacture of the Truck.

**September 6, 2022**

**R- 86-2022**

**SECTION 3. APPROVAL OF PURCHASE.** The Village Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Manager.

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

**SECTION 5. EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law by the vote of two-thirds of the Trustees.

**ADOPTED** this 6th day of September, 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**CONTRACT**

**AGREEMENT FOR PURCHASE AND MANUFACTURE  
OF ELECTRIC UTILITY TRUCK**

**TRUCK PURCHASE AND MANUFACTURE AGREEMENT** (“**Agreement**”), dated as of August \_\_, 2022 (the “**Effective Date**”) is made by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipality (the “**Village**”), and **ALTEC INDUSTRIES, INC.**, an Alabama corporation (the “**Vendor**”) (collectively, the “**Parties**”).

**RECITALS:**

**WHEREAS**, the Village seeks to purchase a custom-manufactured electric utility line truck (“**Truck**”) consisting of the component parts and matching the specifications set forth in the quote attached to and incorporated into this Agreement as **Exhibit A** (“**Quote**”); and

**WHEREAS**, the Vendor desires to source the component parts of, manufacture, sell, and deliver the Truck to the Village in accordance with this Agreement; and

**WHEREAS**, due to supply chain and labor shortages related to the COVID-19 pandemic, Vendor requires Village to enter into this Agreement for the purchase and manufacture of the Truck immediately in order to assure delivery of the Truck in 2028; and

**NOW THEREFORE**, in consideration of, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Manufacture and Delivery of Truck.**

A. **Services.** The Vendor agrees to source the component parts of, manufacture, and deliver the Truck to the **Delivery Address** set forth in Exhibit A on time and in new, complete, undamaged, and first-quality condition, and built in compliance with the requirements of this Agreement (collectively, the “**Services**”). The Vendor must:

- (1) **Specifications.** Perform the Services in compliance with all specifications, components, prices and costs, deadlines, requirements, terms and other details set forth in the Quote and any Village Addenda documents attached to and incorporated into this Agreement as **Exhibit B** (“**Village Addenda**”) (collectively, the “**Specifications**”).
- (2) **Components, Labor, Equipment, Materials and Supplies.** Provide, perform, and complete in the manner specified and described in this Agreement all necessary purchase and delivery orders, work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide the deliver the Truck to the Village in accordance with the Specifications, including all components parts of the Truck listed in the Quote (collectively, “**Components**”) whether produced by Vendor or third-party manufacturer.

- (2) Bonds and Insurance. Procure and furnish all bonds, insurance certificates, and policies of insurance specified in this Agreement.
- (3) Miscellaneous. Perform all other things required of the Vendor by this Agreement.

B. Performance Standards. The Truck must comply with the Specifications. If the Specifications identify a specific Component by brand, name, or model, then that Specification is intended to reflect the required performance standards that the Village requires for that Component. The Vendor may propose to deliver a Component that is a different brand or model if the Vendor provides the Village with written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the product or component specified. Vendor must obtain the Village's written consent to an alternative component prior to incorporating the alternative component into the Truck, which consent the Village may withhold in its sole discretion.

C. Responsibility for Damage or Loss. The Vendor is responsible and liable for, and will promptly and without charge to the Village, repair or replace damage done to and any loss or injury suffered by the Village as a result of a failure to perform hereunder.

D. Delivery. The Vendor price and method of delivery are F.O.B. Customer Site, on or before ***June 1, 2028*** ("**Delivery Date**"), at the Delivery Address ("**Delivery**"), provided that Village produces all additions or changes to the Truck by all reasonable deadlines established by the Vendor. Time is of the essence on all matters related to this Agreement. If Delivery is not completed by the Delivery Date, the Village may terminate this Agreement or purchase the Truck elsewhere and hold Vendor accountable. If the Delivery Date cannot be met, Vendor agrees to advise the Vendor in writing of the earliest possible date of Delivery. The Vendor bears all risk of loss, injury, or destruction of the Truck until Acceptance by the Village, as defined in this Agreement. No loss, injury, or destruction of the Truck will release Vendor from any obligations hereunder.

E. Inspection; Testing; Acceptance; Rejection. The Village may inspect the Truck and any stage of production and after completion, before and after Delivery. If after inspecting the Truck following Delivery, the Village determines that all of the Specifications are met, the Village will provide Vendor with a written confirmation of its acceptance of the Truck ("**Acceptance**"). If after inspecting the Truck following Delivery the Village determines, in its sole judgment, that any part of the Truck is defective, damaged, or otherwise fails to conform to the Specifications and requirements of this Agreement, then the Village, without limiting its other rights or remedies, may (1) reject the defective or damage or nonconforming product, Component, or the entire Truck, (2) require the Vendor to cause the defective or damaged or noncompliant product or Component to be repaired or replaced at no expense to the Village, or (3) cancel this Agreement.

2. **Agreement Price.**

A. **Notice of Price.** The Parties recognize that due to the long lead time required to place the order for the Truck, Vendor cannot provide a firm quote for the Truck at the time of execution of this Agreement. Therefore, at least 18 months prior to the commencement of manufacture of the Truck, Vendor shall provide written notice to the Village (the "***Notice of Price***") of the price for the Truck (the "**Agreement Price**"), which Agreement price Vendor shall hold firm for no less than 45 days after receipt of the Notice of Price by the Village. Within 45 days of receipt of the Notice of Price, the Village, in its sole and absolute discretion, may accept the Agreement Price or terminate this Agreement.

B. **Taxes.** All other applicable federal, State, and local taxes of every kind and nature applicable to the Truck are included in the Agreement Price.

C. **Time of Payment.** The Village must pay the Agreement Price to the Vendor within 30 days after Acceptance ("**Time of Payment**").

D. **Late Payment.** The Village must pay Vendor interest in the amount of one-half percent per month for any portion of the Agreement Price paid after the Time of Payment.

3. **Agreement Time.**

The Vendor will complete the Services and affect Delivery of the Truck to the Village by the Delivery Date.

4. **Termination for Convenience.**

The Village may terminate this Agreement for any reason or no reason at all, by providing written notice to the Vendor, and paying a portion of the Agreement Price and Vendor's costs, if any, pursuant the following schedule:

A. If the Village terminates the Agreement on or before December 31, 2025, the Village will not be required to pay the Agreement Price and will be fully relieved of all liability for any payments related to this Agreement.

B. If the Village terminates the Agreement on or before December 31, 2026, the Village will not be required to pay the Agreement Price and will be fully relieved of all liability for any payments related to this Agreement.

C. If the Village terminates the Agreement within six months to the Delivery Date, the Village will be required to pay the lesser of the any costs incurred by the Vendor or full Agreement Price unless the termination was caused by Vendor's breach of this Agreement or Contractor's indication that it will breach this Agreement.

D. If the Vendor does not affect Delivery of the Truck by the Delivery Date and the Village terminates the Agreement after December 31, 2028, the Village will not be required by

pay the Agreement Price and will be fully relieved of all liability for any other payments related to this Agreement.

**5. Indemnification; Penalties.**

A. Indemnification. The Vendor agrees to and will indemnify and defend the Village against all damages, liability, claims, actions, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with the Vendor's performance of or failure to perform under this Agreement. The Vendor also agrees to and will indemnify and defend the Village against all claims and actions for wrongful use of patented processes, devices, components, or other elements or any other intellectual property.

B. Penalties. The Vendor will be liable for all fines and civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with the Vendor's performance of or failure to perform under the this Agreement.

**5. Insurance.**

The Vendor must acquire and maintain, until delivery and Village acceptance of the Truck, all of the insurance coverage and terms stated in the Quote or the Village Addenda. The Vendor must file certificates of insurance with the Village reflecting all of the required insurance coverage and naming and endorsing the Village as an additional insured.

**6. Performance Bond.**

Within five days after the Effective Date, the Vendor will provide the Village a performance bond in a form satisfactory to the Village and in the amount of the Agreement Price, issued by a surety company listed as one of the U.S. Treasury Department's list of approved sureties, as published in Circular 570, as of the Effective Date. Notwithstanding any other provision of this Agreement, the performance bond will not limit or affect in any way (1) any Vendor obligation or warranty as set out in the Quote, Village Addenda, or elsewhere, (2) any third party warranty, or (3) any Village right or remedy under this Agreement.

**7. Vendor's Representations and Warranties.**

A. Truck Warranty. The Vendor warrants that the Truck and all of its components:

- (1) Will be free from any latent or patent defects and flaws in workmanship, materials, design, and function (collectively a "**Defect**") for at least one year after Acceptance by the Village except for the following Components, which shall be subject to the following warranty periods:
  - i. Parts: One year following Acceptance;
  - ii, Labor: One year following Acceptance.
  - iii. Travel Charges: 90 days following Acceptance.

- iv. Structural integrity of the booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables: as long as the Village owns the Truck.
  - v. Vendor's standard limited warranty for all Vendor-supplied Components which make up the Truck and its installation, but not for the chassis.
- (2) Will conform to the requirements of the Quote, including the Specifications and the performance standards set forth in this Agreement.
  - (3) Will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from the Specifications.

In the event of a Defect, the Vendor will cause the Defect to be repaired or replaced at no cost to the Village, including without limitation transportation costs. The warranties expressed herein will be in addition to any other warranties applicable to the Components (including any third-party manufacturer's warranties) or expressed or implied by law which are hereby reserved unto the Village.

This warranty does not apply (a) to normal maintenance and adjustments, (b) if the defect or flaw has been repaired or altered by the Village or a third party in any way so that adversely affected the Truck, (c) if the Truck has been subject to misuse, neglect, or accident, or has been operated at speeds exceeding the factory-rated speed, or has been loaded beyond the factory-rated load capacity, and (d) to the chassis and associated equipment furnished with the chassis, signaling devices, generators, batteries, and other trade accessories but only to the extent that they are warranted separately by a third-party Vendor.

B. Compliance with Laws. The Truck and each of its components and equipment will comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations. Every provision required by law to be inserted into the Agreement is deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the Village or with any other 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 Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*, or (3) for any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Truck at the Agreement Price and by the Delivery Date set forth above.

## 8. Acknowledgments.

The Vendor and Village acknowledge and agree that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by the Vendor in this Agreement, including the Quote.

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

C. Time; Days. Time is of the essence for Delivery of the Truck.

D. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Village: Village of Winnetka  
Attn: Robert Bahan  
510 Green bay Road  
Winnetka, IL 60093  
Email: [rbahan@winnetka.org](mailto:rbahan@winnetka.org)

If to Vendor: Altec Industries, Inc.  
Attn: Ms. Toni Tribby  
5201 W 84<sup>th</sup> Street  
Indianapolis, IN 46268  
Email: [toni.tribby@altec.com](mailto:toni.tribby@altec.com)

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of the Truck; nor any information or data supplied by the Village; nor any payment for or acceptance, possession, or use of the Truck; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under the this Agreement; nor any other act or omission of the Village will constitute or be deemed or construed to be an acceptance of any defective, damaged, or nonconforming product or Component; nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor or of any requirement or provision of this Agreement or of any remedy, power, or right of the Village.

F. Assignment. Neither the this Agreement, nor any interest herein, may be assigned or subcontracted in whole or in part by the Vendor except with the prior written consent of the Village.

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

H. Informative Exhibit. Exhibit A is included as an informative document with the sole purpose of providing additional context and detail with regards to the Components. All other sections and provisions of Exhibit A including will neither govern nor inform any interpretation, subject matter, rights, or duties provided in this Agreement. The terms and provisions of this Agreement, other than Exhibit A, provide all mandatory rules governing the Services, Specifications, Components, and Delivery under this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Purchaser and Seller have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

**VILLAGE:**  
**VILLAGE OF WINNETKA**

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VENDOR:**  
**ALTEC INDUSTRIES, INC.**

By:   
Printed name: Toni Tribby  
Title: Account Manager

## **EXHIBIT A**

### **Quote**

[see attached pages]

**EXHIBIT B**  
**Village Addenda**

NONE

August 12, 2022  
Our 93rd Year**Ship To:**VILLAGE OF WINNETKA  
ALTEC INDIANA SERVICE CENTER  
5201 W 84TH ST  
INDIANAPOLIS, IN 46268  
US**Bill To:**VILLAGE OF WINNETKA  
510 GREEN BAY ROAD  
WINNETKA, IL 60093  
United StatesAttn:  
Phone:  
Email:**Altec Quotation Number:** 1213462 - 1  
**Account Manager:** Toni L Tribby  
**Technical Sales Rep:** Amber Marie Horner

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Qty</u> | <u>Price</u> |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|             | <u>Unit</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |              |
| 1.          | Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features: <ul style="list-style-type: none"><li>A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m)</li><li>B. Working Height: 52.5 feet (16.00 m)</li><li>C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height)</li><li>D. Upper boom extension: 110 inches</li><li>E. Continuous rotation</li><li>F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.</li><li>G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.</li><li>H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended)</li><li>I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.</li><li>J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.<br/>Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.<br/>Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.<br/>Control Console: Non-tested non-metallic control console plate.</li></ul> | 1          |              |

| Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty | Price |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|
|      | Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.                                                                                                                                                                                                                                                                                |     |       |
| K.   | Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.                                                                                                                                                                                                                                                                                                                                                |     |       |
| L.   | Dielectric rating: Category C, 46 kV and below                                                                                                                                                                                                                                                                                                                                                                                                      |     |       |
| M.   | Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.                                                                                                  |     |       |
| N.   | Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.                                                                                                                                                                                                                                                                              |     |       |
| O.   | Unit meets or exceeds ANSI 92.2 standards.                                                                                                                                                                                                                                                                                                                                                                                                          |     |       |
| 2.   | Pedestal                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1   |       |
| 3.   | Install Boom Mounted Components for use with Automatic Boom Securing System                                                                                                                                                                                                                                                                                                                                                                         | 1   |       |
| 4.   | Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation                                                                                                                                                                                                                                                                                                                                                                  | 1   |       |
| 5.   | Platform Mounted Single Handle Controls                                                                                                                                                                                                                                                                                                                                                                                                             | 1   |       |
| 6.   | Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)                                                                                                                                                                                                                                                                                                                                                               | 1   |       |
| 7.   | Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position                                                                                                                                                                                                                                                                                                                                               | 1   |       |
| 8.   | Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)                                                                                                                                                                                                                                                                                                                                                                                          | 1   |       |
| 9.   | Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating                                                                                                                                                                                                                                                                                                                                                                             | 1   |       |
| 10.  | Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.                                                                                                                                                                                                                                                                                                                                    | 1   |       |
| 11.  | Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with an air plunger at the platform and a momentary switch located at the lower controls and the outrigger controls. This feature allows the operator to completely stow the booms, platform, and outriggers. | 1   |       |
| 12.  | Jib Stick, 36" L, non-extension, non certified, grey in color                                                                                                                                                                                                                                                                                                                                                                                       | 1   |       |
| 13.  | Platform Lighting for illumination of platform controls                                                                                                                                                                                                                                                                                                                                                                                             | 1   |       |
| 14.  | Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and outrigger controls.                                                                                                                                                                                                                                | 1   |       |
| 15.  | Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options                                                                                                                                                                                                                                                                                                                                                   | 1   |       |
| 16.  | Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height.                                                                                                                                                                                                                                                                                                                                     | 1   |       |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>                             | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>Qty</u> | <u>Price</u> |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|                                         | <ul style="list-style-type: none"> <li>A. Maximum Spread: 140 inches to the outer edge of shoes</li> <li>B. Ground Penetration: 7 to 11 inches depending on chassis frame height</li> <li>C. Outrigger/Unit Selector Valve: reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped</li> <li>D. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed</li> <li>E. Outrigger Motion Alarms</li> </ul> |            |              |
| 17.                                     | Auxiliary Modified A-Frame Outriggers with fixed shoe. For installation on a 36 to 40 inch chassis frame height.                                                                                                                                                                                                                                                                                                                                                                                                                  | 1          |              |
|                                         | <ul style="list-style-type: none"> <li>A. Maximum Spread: 105 inches to the outer edge of shoes</li> <li>B. Ground Penetration: 7 to 11 inches depending on chassis frame height</li> <li>C. Outrigger Motion Alarms</li> <li>D. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed</li> </ul>                                                                                                                                                               |            |              |
| 18.                                     | Winch load line swivel hook                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1          |              |
| 19.                                     | Custom unit color (specify color code).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1          |              |
|                                         | Federal School Bus Safety Yellow<br>- Or to match N0933 EA Yellow Elite SS<br>- Fiberglass portions of unit to stay white                                                                                                                                                                                                                                                                                                                                                                                                         |            |              |
| 20.                                     | Custom Above Rotation Color                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1          |              |
|                                         | Federal School Bus Safety Yellow<br>- Or to match N0933 EA Yellow Elite SS                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |              |
| 21.                                     | Custom Pedestal/Tower Color                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1          |              |
|                                         | Federal School Bus Safety Yellow<br>- Or to match N0933 EA Yellow Elite SS                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |              |
| 22.                                     | Custom Inner Outrigger Leg Color                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1          |              |
|                                         | Federal School Bus Safety Yellow<br>- Or to match N0933 EA Yellow Elite SS                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |              |
| 23.                                     | Custom Outrigger Housing Color                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1          |              |
|                                         | Federal School Bus Safety Yellow<br>- Or to match N0933 EA Yellow Elite SS                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |              |
| <b><u>Unit &amp; Hydraulic Acc.</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |              |
| 24.                                     | Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1          |              |
| 25.                                     | Subbase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1          |              |
| 26.                                     | Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.                                                                                                                                                                                                                                                                                      | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>        | <u>Description</u>                                                                                                                                                                                                                                                                                                                                    | <u>Qty</u> | <u>Price</u> |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 27.                | Temperature Sight Gauge (FA Supplied)                                                                                                                                                                                                                                                                                                                 | 1          |              |
| 28.                | 15 Gallon Reservoir, Triangular                                                                                                                                                                                                                                                                                                                       | 1          |              |
| 29.                | HVI-22 Hydraulic Oil (Standard)                                                                                                                                                                                                                                                                                                                       | 25         |              |
| 30.                | Standard Pump For PTO                                                                                                                                                                                                                                                                                                                                 | 1          |              |
| 31.                | Hot shift PTO for automatic transmission                                                                                                                                                                                                                                                                                                              | 1          |              |
| 32.                | Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions:<br>-Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage.                              | 1          |              |
| 33.                | Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.                                                                                                                                                                                                                                             | 1          |              |
| 34.                | Hydraulic Capstan, Braden PCD24B, 30 GPM, 4000 LBS<br><br>CS rear                                                                                                                                                                                                                                                                                     | 1          |              |
| 35.                | Cathead General Purpose Capstan Head (Aluminum)                                                                                                                                                                                                                                                                                                       | 1          |              |
| 36.                | Capstan Control, Hand-Held Pendant, Electrohydraulic, 25 Ft Cable With Trailer Style Connector (Meterable)<br><br>CS rear                                                                                                                                                                                                                             | 1          |              |
| 37.                | Capstan Control, Foot Pedal (Uni-Directional), Electrohydraulic, 25 Ft Cable With Trailer Style Connector, Includes Pay-In/Pay-Out Selector Switch (Meterable)<br><br>CS rear                                                                                                                                                                         | 1          |              |
| 38.                | Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use. | 1          |              |
| 39.                | Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return)                                                                                                                                                                                                                                                                      | 1          |              |
| 40.                | 50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Altec Preferred)                                                                                                                                                                                                                      | 1          |              |
| 41.                | Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally)                                                                                                                                                                                                                               | 1          |              |
| <b><u>Body</u></b> |                                                                                                                                                                                                                                                                                                                                                       |            |              |
| 42.                | Altec Osceola                                                                                                                                                                                                                                                                                                                                         | 1          |              |
| 43.                | Fiberglass Body                                                                                                                                                                                                                                                                                                                                       | 1          |              |
| 44.                | Altec Standard Fiberglass Body Specifications                                                                                                                                                                                                                                                                                                         | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>Qty</u> | <u>Price</u> |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|             | <b>A.</b> Molded Fiberglass Side Compartments<br><b>B.</b> Reinforced, Double-Laminated Doors<br><b>C.</b> Heavy Duty Stainless Steel Hinges Installed On Doors<br><b>D.</b> Heavy Duty Strikers Installed On Body For Door Latches<br><b>E.</b> Automotive-Type Bulb Gasket Door Seal<br><b>F.</b> Corrosion Resistant Fasteners And Self-Locking Nuts Used Throughout<br><b>G.</b> Extruded Aluminum Drip Rail<br><b>H.</b> Fiberglass Bulkheads Installed Between Compartments<br><b>I.</b> Drains Installed In Each Compartment<br><b>J.</b> Body To Be Vented |            |              |
| 45.         | Aerial Service Line With Step (ASLS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1          |              |
| 46.         | Gelcoat Finish Entire Body.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1          |              |
|             | Federal School Bus Safety<br>- Or to match N0933 EA Yellow Elite SS<br>- Complete Prime interior and exterior<br>- Interior and exterior paint of compartments to be yellow                                                                                                                                                                                                                                                                                                                                                                                        |            |              |
| 47.         | 156" Estimated Body Length (Engineering To Determine Final Length)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1          |              |
| 48.         | 94" Body Width                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1          |              |
| 49.         | 48" Body Compartment Height                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1          |              |
| 50.         | 18" Body Compartment Depth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1          |              |
| 51.         | 2" x 6" Drop-In Composite Retaining Board At Rear Of Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1          |              |
| 52.         | 2 x 6 Drop-In Composite Retaining Board At Top Of Side Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1          |              |
| 53.         | Rope Lights (LED) Around Top And Sides Of Compartment Door Facings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 9          |              |
|             | To include top boxes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |              |
| 54.         | Stainless Steel Rotary Paddle Latches With Keyed Locks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 9          |              |
| 55.         | All Locks Keyed Alike Including Accessories (Preferred Option)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1          |              |
| 56.         | Standard Master Body Locking System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9          |              |
| 57.         | Gas Prop Rigid Door Holders On All Vertical Doors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1          |              |
| 58.         | Chains On All Horizontal Doors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1          |              |
| 59.         | Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1          |              |
|             | Trim lock applied to the lips of all wheel chock holders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |              |
| 60.         | Fiberglass Hotstick Shelf Extending Full Length Of Body On Streetside                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1          |              |
| 61.         | Custom Body Hotstick Shelf Option                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1          |              |
|             | Hot Stick Slots<br>- To have six (6) slots in 2x3 configuration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                       | <u>Qty</u> | <u>Price</u> |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|             | <ul style="list-style-type: none"> <li>- Each slot runs the length of bed</li> <li>- Each slot opening to be approx. 5"W x 4"T</li> <li>- Pictures in TC</li> </ul>                                                                                                                                                                                                                      |            |              |
| 62.         | Standard Drop-Down Fiberglass Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock                                                                                                                                                                                                                                                           | 1          |              |
| 63.         | 3/16 Smooth Aluminum Floor                                                                                                                                                                                                                                                                                                                                                               | 1          |              |
| 64.         | 4" Aluminum Channel Body Frame                                                                                                                                                                                                                                                                                                                                                           | 1          |              |
| 65.         | 1st Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers                                                                                                                                                                                                                                                                                                    | 3          |              |
| 66.         | 1st Vertical (SS) - Custom Shelf Option                                                                                                                                                                                                                                                                                                                                                  | 1          |              |
|             | Four Fiberglass Shelves With a 2" Lip <ul style="list-style-type: none"> <li>- Top shelf to be shared with SS2V equaling 50"L total with no dividers</li> <li>- Remaining three (3) shelves to be 24"W and have four (4) adjustable plastic dividers each with twelve (12) notches per shelf for dividers</li> </ul>                                                                     |            |              |
| 67.         | 2nd Vertical (SS) - Custom Shelf Option                                                                                                                                                                                                                                                                                                                                                  | 3          |              |
|             | Three Fiberglass Shelves With 2" Lip <ul style="list-style-type: none"> <li>- Bottom shelf to have four (4) 2"H adjustable dividers</li> <li>- Middle shelf to have four (4) fin-shaped 6.5"H adjustable dividers</li> <li>- Top shelf to be a 50"L flat shelf with no dividers and shared with SS1V</li> </ul>                                                                          |            |              |
| 68.         | 2nd Vertical (SS) - Custom Drawer Kit                                                                                                                                                                                                                                                                                                                                                    | 1          |              |
|             | Four Drawers <ul style="list-style-type: none"> <li>- Drawer kit to be at bottom of compartment</li> <li>- Each drawer pulls out to be 18"W x 12.5"D</li> <li>- Each drawer to have three (3) sections approx. 4" deep</li> <li>- To have 48 notches in each drawer total for plastic dividers</li> <li>- To include 24 plastic dividers per drawer</li> <li>- Pictures in TC</li> </ul> |            |              |
| 69.         | 3rd Vertical (SS) - Custom Shelf Option                                                                                                                                                                                                                                                                                                                                                  | 3          |              |
|             | Three Fiberglass Shelves <ul style="list-style-type: none"> <li>- Top and middle shelves to be 24"W with a 2" lip</li> <li>- Top and middle shelves to have four (4) 2"H adjustable plastic dividers each with twelve (12) notches per shelf for dividers</li> <li>- Bottom shelf to be a 24"W flat shelf with no lip</li> </ul>                                                         |            |              |
| 70.         | 1st Horizontal (SS) - Custom Shelf Option                                                                                                                                                                                                                                                                                                                                                | 1          |              |
|             | Shelf to be 52"L with a 2" lip <ul style="list-style-type: none"> <li>- To have eight (8) 2"H adjustable plastic dividers</li> </ul>                                                                                                                                                                                                                                                     |            |              |
| 71.         | 1st Horizontal (SS) - Custom Miscellaneous Body Option                                                                                                                                                                                                                                                                                                                                   | 1          |              |
|             | Storage Bins <ul style="list-style-type: none"> <li>- To have eight (8) 5"W x 16"D metal storage bins</li> <li>- To have seven (7) notches for adjustable metal dividers</li> </ul>                                                                                                                                                                                                      |            |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                                                             | <u>Qty</u> | <u>Price</u> |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 72.         | Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall                                                                                                                                                        | 1          |              |
| 73.         | Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall                                                                                                                                                        | 2          |              |
| 74.         | Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall                                                                                                                                                       | 1          |              |
| 75.         | Inverter storage in enclosure in chassis cab<br><br>To be installed behind passenger seat                                                                                                                                                                      | 1          |              |
| 76.         | 1st Vertical (CS) - Adjustable Fiberglass Shelf With No Dividers                                                                                                                                                                                               | 1          |              |
| 77.         | 1st Vertical (CS) - Custom Drawer Kit<br><br>Nine (9) rows of three (3) drawers<br>- Drawers to be 5.5"W x 3"H<br>- Each drawer has three (3) adjustable metal dividers<br>- Pictures in TC                                                                    | 1          |              |
| 78.         | 2nd Vertical (CS) - Aluminum Gripstrut Access Steps With Two (2) Aluminum Sloped Grab Handles                                                                                                                                                                  | 1          |              |
| 79.         | 3rd Vertical (CS) - Custom Shelf Option<br><br>Three Fiberglass Shelves<br>- Shelves to be 27"W with a 2" lip<br>- Each shelf to have three (3) adjustable dividers<br>- Each shelf to have twelve (12) notches for dividers                                   | 3          |              |
| 80.         | 3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Left Wall                                                                                                                                                                                         | 2          |              |
| 81.         | 3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Rear Wall                                                                                                                                                                                         | 2          |              |
| 82.         | 3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Right Wall                                                                                                                                                                                        | 1          |              |
| 83.         | 1st Horizontal (CS) - Adjustable Fiberglass Shelf With No Dividers<br><br>To be on top of drawer kit<br>- To be 38"W                                                                                                                                           | 1          |              |
| 84.         | 1st Horizontal (CS) - Custom Drawer Kit<br><br>Six (6) drawers to be stacked three (3) High<br>- To be approx. 15"W x 3"T<br>- To have three (3) adjustable dividers per drawer with six (6) notches per drawer<br>- Each drawer to be able to lock into place | 1          |              |
| 85.         | Rear Vertical (CS) - Adjustable Aluminum Shelf With No Dividers<br><br>To be at top of compartment                                                                                                                                                             | 1          |              |
| 86.         | Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall                                                                                                                                                        | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                                  | <u>Qty</u> | <u>Price</u> |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 87.         | Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall                                                                                                                             | 2          |              |
| 88.         | Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall                                                                                                                            | 1          |              |
| 89.         | Rear Vertical (CS) - Custom Miscellaneous Body Option<br><br>Bit Holder<br>- To be attached at the bottom of door<br>- To have twelve (12) PVC drill bit slot<br>- Ref Picture in TC                                                | 1          |              |
| 90.         | Aluminum Rock Guards Installed Each Front Corner Of Body                                                                                                                                                                            | 1          |              |
| 91.         | 38" L Tailshelf, Unpainted Aluminum, Width To Match Body                                                                                                                                                                            | 1          |              |
| 92.         | Unpainted Aluminum U-Shaped Grab Handle Installed on Tailshelf<br><br>To be on CS                                                                                                                                                   | 1          |              |
| 93.         | Custom Aluminum Tailshelf Option<br><br>Rear Bumper Cabinet<br>- Tailshelf to have integrated storage compartment on SS<br>- To be vacant with no shelves<br>- To include one (1) door<br>- To include a 1" lip<br>- Pictures in TC | 1          |              |
| 94.         | Aluminum Small Grab Handle, Unpainted<br><br>To be installed on the back left hand side of CSRV facing rear for rear access                                                                                                         | 1          |              |
| 95.         | Custom Ladder Storage, Unpainted Aluminum<br><br>Open Ladder Holder<br>- To fit 10' ladder<br>- To be approx. 120"L x Width of Compartment<br>- Roller at rear                                                                      | 1          |              |
| 96.         | Battery Storage In Remote Unpainted Aluminum Enclosure, Located Outside Of Body Compartments                                                                                                                                        | 1          |              |
| 97.         | Open Top Storage Bin, Unpainted Aluminum, Punched Metal<br><br>To be footprint of SS1V and SS2V x 10"T<br>- Mounted between cab and rear vertical compartment top box                                                               | 1          |              |
| 98.         | Open Top Storage Bin, Unpainted Aluminum<br><br>Punched Metal Bin<br>- To be footprint of body compartments rear of CS access steps x 10"T                                                                                          | 1          |              |
| 99.         | Horizontal Storage Box, Unpainted Aluminum                                                                                                                                                                                          | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>                                | <u>Description</u>                                                                                                                                                                                                                                  | <u>Qty</u> | <u>Price</u> |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|                                            | Box to be mounted on top of rear SS body compartments<br>- To be approx. length of SS3V, SSH, and SSRV<br>- To be width of compartments x 20H<br>- To have two (2) equally spaced horizontal doors that open towards cargo area<br>- Pictures in TC |            |              |
| 100.                                       | Additional Body Option                                                                                                                                                                                                                              | 1          |              |
|                                            | Antislip Mat Non Adhesive (Lay In) Tool Matting<br>- To be installed in all compartment floors, bins, and shelves<br>- To include drawers and top boxes                                                                                             |            |              |
| 101.                                       | Additional Body Option                                                                                                                                                                                                                              | 1          |              |
|                                            | Vertical Mounted Hand Rail<br>- Installed SS rear of compartment<br>- To be beside the hot stick door access<br>- Used to hang canvas tool back                                                                                                     |            |              |
| 102.                                       | Additional Body Option                                                                                                                                                                                                                              | 1          |              |
|                                            | Stainless steel rod and pin hinges                                                                                                                                                                                                                  |            |              |
| 103.                                       | Additional Body Option                                                                                                                                                                                                                              | 1          |              |
|                                            | Crown Fenders                                                                                                                                                                                                                                       |            |              |
| 104.                                       | Additional Body Option                                                                                                                                                                                                                              | 1          |              |
|                                            | Bolts and Fasteners<br>- All bolts and screws shall be stainless steel<br>- Shall include self-locking stainless steel nuts                                                                                                                         |            |              |
| <b><u>Body and Chassis Accessories</u></b> |                                                                                                                                                                                                                                                     |            |              |
| 105.                                       | Set of Safety Chain D-Rings                                                                                                                                                                                                                         | 1          |              |
| 106.                                       | ICC Underride Protection                                                                                                                                                                                                                            | 1          |              |
| 107.                                       | Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11 Bolt T-Mount, Wallace Forge T-15 (T-125 Style)                                                                                                                                     | 1          |              |
| 108.                                       | Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)                                                                                                                                                               | 1          |              |
| 109.                                       | U-Shaped Grab Handle                                                                                                                                                                                                                                | 1          |              |
|                                            | To be installed at CS rear walkway                                                                                                                                                                                                                  |            |              |
| 110.                                       | Small Grab Handle Installed at Rear                                                                                                                                                                                                                 | 2          |              |
|                                            | One (1) to be installed on each side CS and SS                                                                                                                                                                                                      |            |              |
| 111.                                       | Boom Rest for a Telescopic Unit (Located in Cargo Area), Automatic Boom Latch                                                                                                                                                                       | 1          |              |
| 112.                                       | Automatic Boom Stow Securing System Installed on Boom Rest                                                                                                                                                                                          | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                                                                    | <u>Qty</u> | <u>Price</u> |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 113.        | Articulating Arm Rest for a Telescopic Unit                                                                                                           | 1          |              |
| 114.        | Platform Rest, Rigid with Rubber Tube                                                                                                                 | 1          |              |
| 115.        | Plastic Outrigger Pad 24 x 24 x 1 with Handle                                                                                                         | 4          |              |
| 116.        | Outrigger Pad Holder, 25 L x 25 W x 3 H Fits 24.5 x 24.5 x 2 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel         | 4          |              |
| 117.        | Pendulum Retainers For Outrigger Pad Holders                                                                                                          | 4          |              |
| 118.        | Outrigger Control Guards, Underhung Tailshelf Mount (Altec Preferred)                                                                                 | 1          |              |
| 119.        | Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)                                                          | 1          |              |
| 120.        | Mud Flaps with Altec Logo (Pair)                                                                                                                      | 2          |              |
| 121.        | Fold Over, Post Style Cone Holder For Installation On A Front Bumper (Holds up to four 15 x15 large cones)<br><br>Located TBD                         | 1          |              |
| 122.        | Water Cask, 5 Gallon (Plastic)                                                                                                                        | 1          |              |
| 123.        | Water Cask Bracket for 3 Or 5 Gallon Water Casks (Sheet Metal)<br><br>Install on SS of tailshelf                                                      | 1          |              |
| 124.        | Laptop Mount Option 1<br><br>Computer stand to fit Panasonic Tough Books<br>- To be installed on left front side of passenger seat in chassis cab     | 1          |              |
| 125.        | Fire Safety Equipment Option 1<br><br>10 Lb. Dry Chemical Type Fire Extinguisher and Bracket<br>- To be mounted in rear of cab on CS next to inverter | 1          |              |
| 126.        | First Aid Kit, 2 Person<br><br>Shipped Loose                                                                                                          | 1          |              |
| 127.        | Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)                                                                                             | 1          |              |
| 128.        | Triangular Reflector Kit (Contains 3 Reflectors) Shipped Loose                                                                                        | 1          |              |
| 129.        | Slope Indicator Assembly for Machine with Outrigger                                                                                                   | 1          |              |
| 130.        | Rock Guards to Protect Lower Front Section of Body Compartments from Road Debris                                                                      | 1          |              |
| 131.        | Lanyard Pouch Vinyl Includes Placards                                                                                                                 | 1          |              |
| 132.        | Vinyl Manual Pouch for Storage of All Operator and Parts Manuals                                                                                      | 1          |              |
| 133.        | Utility Vise Option 1                                                                                                                                 | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>                          | <u>Description</u>                                                                                                                                                                                                                                                                                                       | <u>Qty</u> | <u>Price</u> |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|                                      | Wilton Model 746                                                                                                                                                                                                                                                                                                         |            |              |
| 134.                                 | Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate<br>Receiver for tube to be mounted off CS frame extension                                                                                                                                                                          | 1          |              |
| 135.                                 | Additional Body/Chassis Accessory<br>Weather Tech Floormats<br>- To include mats for driver and passenger side of cab<br>- To be two separate floors mats and not one piece                                                                                                                                              | 1          |              |
| 136.                                 | Additional Body/Chassis Accessory<br>Running Boards<br>- Installed on driver and passenger side of chassis                                                                                                                                                                                                               | 1          |              |
| <b><u>Electrical Accessories</u></b> |                                                                                                                                                                                                                                                                                                                          |            |              |
| 137.                                 | Compartment Lights Wired To Dash Mounted Master Switch                                                                                                                                                                                                                                                                   | 1          |              |
| 138.                                 | Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)                                                                                                                                                                                                                                                        | 1          |              |
| 139.                                 | Strobe Light Option<br>8-Way Amber Flashing Perimeter LED Lighting, Echo 3510A<br>- Two (2) lights to be mounting in front grille<br>- One (1) light mounted on each front corner and rear corner of body compartment on both sides of vehicle in the drip rails<br>- Two (2) lights mounted at rear of body compartment | 1          |              |
| 140.                                 | Strobe Light Option<br>Install amber LED flashing strobe lighting into the headlight assemblies                                                                                                                                                                                                                          | 1          |              |
| 141.                                 | Strobe Lights Wired Battery Hot                                                                                                                                                                                                                                                                                          | 1          |              |
| 142.                                 | Directional Light Bar Option<br>Directional Arrowstik, Code 3 Model #AS835H<br>- To be recessed into the rear panel of tailshelf<br>- Arrowstik shall be activated by means of a conveniently mounted control in the truck cab                                                                                           | 1          |              |
| 143.                                 | Cab Mounted Light Bar Option<br>Small LED amber strobe light bar<br>- To be 4 way visibility<br>- To be installed on roof of cab                                                                                                                                                                                         | 1          |              |
| 144.                                 | Spot/Flood Light (LED) Option<br>Rectangular LED work lights 4DIA<br>- Two (2) lights location TBD to illuminate cargo area<br>- One (1) light to be installed at rear SS cabinets to illuminate tailshelf access steps<br>- One (1) light to be installed at rear CS cabinets to illuminate tailshelf                   | 4          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                           | <u>Qty</u> | <u>Price</u> |
|-------------|--------------------------------------------------------------------------------------------------------------|------------|--------------|
|             | - To be wired to switches on dash                                                                            |            |              |
| 145.        | Spot/Flood Light (LED) Option                                                                                | 1          |              |
|             | 20 Watt Spot, Orange Litebox, Standard System                                                                |            |              |
|             | - To be wired ignition hot                                                                                   |            |              |
|             | - Installed horizontally in cab directly behind center console in back floorboard                            |            |              |
|             | - To be installed as close to console as possible                                                            |            |              |
| 146.        | Remote Spot/Flood Lights (LED) Option                                                                        | 2          |              |
|             | LED Wireless Spotlights, Go-Lights #30514                                                                    |            |              |
|             | - One (1) to be installed at front of truck on right side of hood                                            |            |              |
|             | - One (1) to be installed at rear SS on top of compartment                                                   |            |              |
|             | - Spotlights to be wired to ignition on                                                                      |            |              |
|             | - Two wireless remotes are to be provided for each Go-Light                                                  |            |              |
|             | - Light to not work individually and will need re-programmed                                                 |            |              |
| 147.        | Dual Tone Backup Alarm With Outrigger Motion Alarm                                                           | 1          |              |
| 148.        | Altec Standard Multi-Point Grounding System                                                                  | 5          |              |
| 149.        | Grounding Reel Option                                                                                        | 1          |              |
|             | Hastings Catalog #21365 Spring Powered Grounding Fault Reel                                                  |            |              |
|             | - Location TBD                                                                                               |            |              |
|             | - To hold 40ft of 2/0 AWG copper cable                                                                       |            |              |
|             | - To include grounding clamp and tie/bonding to frame and body                                               |            |              |
| 150.        | Grounding Cable, #2/0 GA, Yellow Jacketed (Specify Length In Feet)                                           | 40         |              |
| 151.        | Grounding Lug, Copper, U-Shaped, Threaded                                                                    | 1          |              |
|             | Installed at rear of frame extension SS                                                                      |            |              |
| 152.        | Grounding Clamp Option                                                                                       | 1          |              |
|             | To be included in grounding reel                                                                             |            |              |
| 153.        | Altec Backup Camera System, 7 Inch Color LCD Monitor, Heated Infrared Camera With Day/Night Sensor And Audio | 1          |              |
|             | A. 7 Inch Color LCD Monitor With LED Backlighting And Proximity Indicators                                   |            |              |
|             | B. 2 Inputs With Independent Triggers                                                                        |            |              |
|             | C. Heated Infrared Camera With Day/Night Sensor And Audio                                                    |            |              |
|             | D. Mirror/Normal View                                                                                        |            |              |
|             | E. IP68 Rated                                                                                                |            |              |
|             | F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)                                         |            |              |
|             | G. 20 Meter Cable Assembly                                                                                   |            |              |
| 154.        | Install backup camera monitor directly on the dash.                                                          | 1          |              |
| 155.        | PTO Hour Meter, Analog, With 10 000 Hour Display                                                             | 1          |              |
| 156.        | Trailer Receptacle Option                                                                                    | 1          |              |
|             | Pollack Nine Contact Socket                                                                                  |            |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                                                                                                     | <u>Qty</u> | <u>Price</u> |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|             | - PN 12-907<br>- Installed adjacent to pintle hook                                                                                                                                                                                                                                                     |            |              |
| 157.        | Trailer Brake Controller, Electric (Tekonsha Voyager #9030)                                                                                                                                                                                                                                            | 1          |              |
| 158.        | Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches                                                                                                                                                                                                                     | 1          |              |
| 159.        | Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N)<br><br>Mount inverter inside cab behind the passenger seat                                                                                                                                                                            | 1          |              |
| 160.        | Inverter Wired Ignition Hot To Switch Mounted In Chassis Cab                                                                                                                                                                                                                                           | 1          |              |
| 161.        | Inverter Mounting Bracket Option<br><br>Mounted inside cab behind passenger seat                                                                                                                                                                                                                       | 1          |              |
| 162.        | Deep Cycle Auxiliary Battery For Vented Applications (Group 31) (Specify a Location)<br><br>Threaded battery posts ILO smooth posts                                                                                                                                                                    | 2          |              |
| 163.        | Battery Box, Marine Style, Black Plastic, Holds One (1) Battery                                                                                                                                                                                                                                        | 2          |              |
| 164.        | Battery Box, Aluminum<br><br>Top Opening Aluminum Vented Battery Box<br>- To have smooth lid with gas shocks and non-locking zine plated latch<br>- Holds two (2) batteries<br>- Box to be as narrow as possible and as long and deep as needed<br>- Mount from SS cargo wall and in front of pedestal | 1          |              |
| 165.        | Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure<br><br>To be flush mounted for use of tools at ground level<br>- One (1) to be on each exterior corner of truck body                                                                                                       | 2          |              |
| 166.        | 120 Volt Non-GFCI Receptacle Includes Weather-Resistant Enclosure Requires at least 1 GFCI Receptacle<br><br>To be flush mounted for use of tools at ground level<br>- One (1) to be on each exterior corner of truck                                                                                  | 2          |              |
| 167.        | GFCI Receptacle Hardwired To Protect Additional Non-GFCI Receptacles                                                                                                                                                                                                                                   | 1          |              |
| 168.        | Electrical Receptacles, 12 Volt (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang)<br><br>Wired ignition hot<br>- To be mounted in chassis cab behind front seats                                                                                                                       | 3          |              |
| 169.        | 12 Volt Electrical Receptacle(s) Wired Ignition Hot                                                                                                                                                                                                                                                    | 1          |              |
| 170.        | Pre-Wire Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System                                                                                                                                          | 1          |              |
| 171.        | Install Secondary Stowage System In Final Assembly                                                                                                                                                                                                                                                     | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>                     | <u>Description</u>                                                                                                                                                                                                                                                                                    | <u>Qty</u> | <u>Price</u> |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 172.                            | Install Outrigger Interlock System In Final Assembly                                                                                                                                                                                                                                                  | 1          |              |
| 173.                            | Install Two Speed Throttle System In Final Assembly                                                                                                                                                                                                                                                   | 1          |              |
| 174.                            | Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)                                                                                                                                                                                                                                        | 1          |              |
| 175.                            | Cab Interior Light, LED, Dome Style, White (Altec Preferred)                                                                                                                                                                                                                                          | 1          |              |
| 176.                            | Cab Interior Light Option                                                                                                                                                                                                                                                                             | 1          |              |
|                                 | Supplemental interior cab LED lighting is to be installed. Location and size to be sufficient to facilitate blue print and map reading 24 hours a day. Light shall be installed in a manner that does not "pull down" headliner in cab                                                                |            |              |
| 177.                            | PTO Indicator Light, Installed In Cab                                                                                                                                                                                                                                                                 | 1          |              |
| 178.                            | Upper Boom Out of Stow Indicator with Proximity Switch                                                                                                                                                                                                                                                | 1          |              |
| 179.                            | Additional Electrical Accessory                                                                                                                                                                                                                                                                       | 1          |              |
|                                 | All amber strobe lights excluding arrow stick and light on roof of cab shall be activated by single switch in truck cab                                                                                                                                                                               |            |              |
| 180.                            | Additional Electrical Accessory                                                                                                                                                                                                                                                                       | 1          |              |
|                                 | All auxiliary lighting and aerial master switch shall be activated from a lighted indicator control panel with an integral power socket. This control panel shall be centrally located in the truck cab, mounted in overhead compartment or on a pedestal. Mounting on top of dash is not acceptable. |            |              |
| <b><u>Finishing Details</u></b> |                                                                                                                                                                                                                                                                                                       |            |              |
| 181.                            | Front and Rear Frame Mounted Components and Under Body Mounted Components Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)                                                                                                                                      | 1          |              |
| 182.                            | Custom Above Rotation Color                                                                                                                                                                                                                                                                           | 1          |              |
|                                 | Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)                                                                                                                                                                                                                                  |            |              |
| 183.                            | Custom Pedestal Color                                                                                                                                                                                                                                                                                 | 1          |              |
|                                 | Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)                                                                                                                                                                                                                                  |            |              |
| 184.                            | Custom Inner Outrigger Leg Color                                                                                                                                                                                                                                                                      | 1          |              |
|                                 | Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)                                                                                                                                                                                                                                  |            |              |
| 185.                            | Custom Outrigger Housing Color                                                                                                                                                                                                                                                                        | 1          |              |
|                                 | Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)                                                                                                                                                                                                                                  |            |              |
| 186.                            | Finish Paint Body Accessories Custom Color (Specify Color Code)                                                                                                                                                                                                                                       | 1          |              |
|                                 | Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)                                                                                                                                                                                                                                  |            |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                                                                                                                                                                                                                                              | <u>Qty</u> | <u>Price</u> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
|             | - When re-painting the body, the doors and outside of the body needs done. The interiors do not need re-painted.                                                                                                                                                                                                                |            |              |
| 187.        | Finish Paint Body Compartment Interiors Custom Color (Specify Color Code)<br><br>Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)<br>- The interiors are acceptable to the customer, no need to re-paint                                                                                                    | 1          |              |
| 188.        | Heavy Duty Cargo Coating, Gator Hyde<br><br>To be added to the following locations<br>- Cargo area<br>- Up walls of cargo area 6"<br>- To be on SS and CS areas that are notched down<br>- Do not install on gripstrut<br>- Cone holder                                                                                         | 1          |              |
| 189.        | Customer Decals Supplied By Customer<br><br>Large round decal needs to go SS and CS chassis door (center).<br>- Four (4) # decal's are to also be installed, One each side fender under the Freightliner emblem. One CS rear compartment under the grounding reel and One SS top drop down box on the rear<br>- Ref Run 1004582 | 1          |              |
| 190.        | Reflective Tape Red/White Applied In Accordance With FMVSS 108 Standards (QTY in Feet)<br><br>To be taped around the platform at the bottom                                                                                                                                                                                     | 1          |              |
| 191.        | Safety and Instructional Decals English                                                                                                                                                                                                                                                                                         | 1          |              |
| 192.        | Vehicle Height Placard Installed In Cab DEPS 002                                                                                                                                                                                                                                                                                | 1          |              |
| 193.        | HVI-22 Hydraulic Oil Placard                                                                                                                                                                                                                                                                                                    | 1          |              |
| 194.        | DOT Certification Required<br><br>DOT Certification Required. Place sticker on back window behind driver and form in manual pouch. 510 Green Bay Road, Winnetka, IL 60093                                                                                                                                                       | 1          |              |
| 195.        | Dielectric Test Unit According to ANSI Requirements                                                                                                                                                                                                                                                                             | 1          |              |
| 196.        | Stability Test Unit According to ANSI Requirements                                                                                                                                                                                                                                                                              | 1          |              |
| 197.        | Regional Build                                                                                                                                                                                                                                                                                                                  | 1          |              |
| 198.        | Delivery Of Completed Unit                                                                                                                                                                                                                                                                                                      | 1          |              |
| 199.        | Inbound Freight                                                                                                                                                                                                                                                                                                                 | 1          |              |
| 200.        | As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)                                                                                                                                                                                                                                      | 1          |              |
| 201.        | Completed Test Forms To Be Included In The Manual Pouch:<br>-Stability Test Form<br>-Dielectric Test Form (For Insulated Units)                                                                                                                                                                                                 | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u>    | <u>Description</u>                                                                                                    | <u>Qty</u> | <u>Price</u> |
|----------------|-----------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 202.           | Pre-delivery/Customer Validation Inspection Required - Onsite<br>Pre-paint and before delivery                        | 1          |              |
| 203.           | Customer Requested Maximum Overall Length<br>Not to exceed 26'                                                        | 1          |              |
| 204.           | Customer Requested Maximum Travel Height (DOT Restrictions Still Apply)<br>Overall travel height not to exceed 12' 8" | 1          |              |
| <u>Chassis</u> |                                                                                                                       |            |              |
| 205.           | Altec Supplied Chassis                                                                                                | 1          |              |
| 206.           | Chassis                                                                                                               | 1          |              |
| 207.           | Other Chassis Model Year<br>2028                                                                                      | 1          |              |
| 208.           | Freightliner M2-106                                                                                                   | 1          |              |
| 209.           | Dual Rear Wheel                                                                                                       | 1          |              |
| 210.           | Set Back Axle                                                                                                         | 1          |              |
| 211.           | 4x2                                                                                                                   | 1          |              |
| 212.           | Chassis Cab                                                                                                           | 1          |              |
| 213.           | Regular Cab                                                                                                           | 1          |              |
| 214.           | Chassis Color - Yellow<br>Federal School Bus Yellow<br>- L6460EY                                                      | 1          |              |
| 215.           | Chassis Without Front Frame Extensions                                                                                | 1          |              |
| 216.           | Air Horn Under Cab                                                                                                    | 1          |              |
| 217.           | AM/FM Radio                                                                                                           | 1          |              |
| 218.           | Bluetooth                                                                                                             | 1          |              |
| 219.           | Weather Band                                                                                                          | 1          |              |
| 220.           | Block Heater                                                                                                          | 1          |              |
| 221.           | Other Exterior Cab Options<br>Front Tow Hooks                                                                         | 1          |              |
| 222.           | Air Conditioning                                                                                                      | 1          |              |

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

| <u>Item</u> | <u>Description</u>                                                                                                           | <u>Qty</u> | <u>Price</u> |
|-------------|------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 223.        | Power Door Locks                                                                                                             | 1          |              |
| 224.        | Power Windows                                                                                                                | 1          |              |
| 225.        | Tachometer                                                                                                                   | 1          |              |
| 226.        | Tilt Steering Wheel                                                                                                          | 1          |              |
| 227.        | 113" Clear CA (Round To Next Whole Number)                                                                                   | 1          |              |
| 228.        | Chassis Wheelbase Length - 192                                                                                               | 1          |              |
| 229.        | GVWR 33,000 LBS                                                                                                              | 1          |              |
| 230.        | 12,000 LBS Front GAWR                                                                                                        | 1          |              |
| 231.        | 21,000 LBS Rear GAWR                                                                                                         | 1          |              |
| 232.        | Spring Suspension                                                                                                            | 1          |              |
| 233.        | Cummins B6.7                                                                                                                 | 1          |              |
| 234.        | Diesel                                                                                                                       | 1          |              |
| 235.        | 240 HP Engine Rating                                                                                                         | 1          |              |
| 236.        | Allison 2500 RDS Automatic Transmission                                                                                      | 1          |              |
| 237.        | 204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)                                                               | 1          |              |
| 238.        | 23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)                                                        | 1          |              |
| 239.        | 016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)                                            | 1          |              |
| 240.        | No Clean Idle Certification Required                                                                                         | 1          |              |
| 241.        | EPA Emissions                                                                                                                | 1          |              |
| 242.        | No Idle Engine Shut-Down Required                                                                                            | 1          |              |
| 243.        | 11R22.5 Front Tire                                                                                                           | 1          |              |
| 244.        | 11R22.5 Rear Tire                                                                                                            | 1          |              |
| 245.        | Air Brakes                                                                                                                   | 1          |              |
| 246.        | Park Brake In Rear Wheels                                                                                                    | 1          |              |
| 247.        | Battery Under Cab Left Hand                                                                                                  | 1          |              |
| 248.        | Freightliner - Clear Frame Rails From Back Of Cab To Front Rear Suspension Bracket (607-001)                                 | 1          |              |
| 249.        | Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027) | 1          |              |

| <u>Item</u> | <u>Description</u>                                                                                          | <u>Qty</u> | <u>Price</u> |
|-------------|-------------------------------------------------------------------------------------------------------------|------------|--------------|
| 250.        | Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)                               | 1          |              |
| 251.        | Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)                                        | 1          |              |
| 252.        | Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)   | 1          |              |
| 253.        | Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)                                        | 1          |              |
| 254.        | Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)                                       | 1          |              |
| 255.        | Air Ride Drivers Seat                                                                                       | 1          |              |
| 256.        | Air Ride Passenger Seat                                                                                     | 1          |              |
| 257.        | Additional Chassis Option<br>High visibility orange seat belts                                              | 1          |              |
| 258.        | Additional Chassis Option<br>Running boards on the driver and passenger side of chassis<br>- Altec supplied | 1          |              |

**Additional Pricing**

|      |                                                                                                                                                                       |   |  |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 259. | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 |  |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|

**Miscellaneous**

|      |                                                                                               |   |  |
|------|-----------------------------------------------------------------------------------------------|---|--|
| 260. | Altec Provided Training                                                                       | 1 |  |
| 261. | Ext Warranty, Travel, Labor, Material and Expense, 3 Year Total (2 Year Extended), Category 3 | 1 |  |

|                             |            |
|-----------------------------|------------|
| Unit / Body / Chassis Total | 377,908.00 |
| FET Total                   | 0.00       |
| Total                       | 377,908.00 |

**Altec Industries, Inc.**

BY \_\_\_\_\_

Amber Marie Horner

**Notes:**

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

- 1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

- 3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

- 4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

- 5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

- 6 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and

OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - #FOB\_TERMS#

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: months after receipt of order PROVIDING:  
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.  
B. Customer approval drawings are returned by requested date.  
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.  
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

- 16 This quotation is valid until SEP 30,2022. After this date, please contact Altec Industries, Inc. for a possible extension.
- 17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email [finance@altec.com](mailto:finance@altec.com) for more information.
- 18 Please direct all questions to Toni L Tribby at (317) 872-3460



## Agenda Item Executive Summary

**TITLE:** Resolution No. R-94-2022: Approving a Contract with Northern Divers USA, Inc. for Sheet Piling Repairs (Adoption)

**PRESENTER:** Brian Keys

---

**AGENDA DATE:** September 6, 2022

**CONSENT:** No

**ITEM TYPE:** Ordinances and Resolutions

---

### ITEM HISTORY:

The 2022 Electric Fund Budget contains \$500,000 for the repair of the Tower Road pier located at the Electric Plant. In May, the Village Council adopted Resolution No. R-66-22; Approving A Contract With Lakes And Rivers Contracting Inc. For The Repair of Pier Brace in the amount of \$32,500. This contract addressed a structural brace component in the southwest corner of the cooling pond containment structure.

### EXECUTIVE SUMMARY:

The 2022 Electric Fund Budget contains funding for repairs to the Tower Road pier. One of the required repairs is to address damaged sheet piling and 36 inch sluice gate for surface water located in the northeast corner of the intake pond containment structure.

The Village issued Request For Bid #022-037 for sheet piling repairs at the pier. The bid was posted to the on-line bidding service Demand Star and sent to six companies. Three companies submitted bids which were opened on August 24, 2022. Bids received were as follows:

|                                     |           |
|-------------------------------------|-----------|
| Northern Divers USA, Inc.:          | \$171,594 |
| Lakes and Rivers Contracting, Inc.: | \$231,750 |
| Kovilic Construction Company, Inc.: | \$277,000 |

The scope of the work encompasses replacement of sheet piling and a surface water valve that structurally failed due during repeated high water, heavy ice and wave conditions. A section of the original sheet piling and the sluice gate (i.e. valve) have been "bent" over and reside below the water line. As a temporary fix, a steel plate was previously welded in place to facilitate water being drawn through the intake pipe as opposed to the end of the pier. The contractor will be responsible to provide all equipment, labor and material for the removal of the damaged structural component and installation of the new sheet piling, sluice gate and all associated bracing and structural components.

Northern Divers USA, Inc. has satisfactorily completed other projects for the Water Fund. These projects have included maintenance of the raw water intake line, valve replacement in the pump house and the installation of a 60" sluice gate.

The FY2022 Electric Fund budget contains \$500,000 (account #500.41.27-615) for the repair of the pier. Resolution No. R-94-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Northern Divers USA, Inc. for the sheet piling repairs in an amount not to exceed \$171,594.

**RECOMMENDATION:**

Consider adoption of Resolution No. R-94-22, approving a contract with Northern Divers USA, Inc. for sheeting piling repairs in an amount not to exceed \$171,594.

**ATTACHMENTS:**

1. Resolution No. R-94-2022: Awarding Contract to Northern Divers USA for Sheet Piling Repairs

**RESOLUTION NO. R-94-2022**

**A RESOLUTION APPROVING A CONTRACT WITH  
NORTHERN DIVERS USA, INC. FOR  
SHEET PILING REPAIRS**

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

**WHEREAS**, on July 27, 2022, the Village issued Bid #022-037 ("***Request for Bids***") for repair work at the Tower Road pier, including the replacement of sheet piling and a sluice gate ("***Repair***"); and

**WHEREAS**, the Village received three bids ("***Bids***") to provide the Repair and opened the Bids on August 24, 2022; and

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

**WHEREAS**, the Village Council desires to enter into a contract with Contractor for the Repair in an amount not to exceed \$171,594.00 ("***Contract***"); and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

**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 6<sup>th</sup> day of September 2022, pursuant to the following roll call vote:

AYES:

\_\_\_\_\_

NAYS:

\_\_\_\_\_

ABSENT:

\_\_\_\_\_

ABSTAIN:

\_\_\_\_\_

Signed

\_\_\_\_\_  
Village President

Countersigned:

\_\_\_\_\_  
Village Clerk

**Exhibit A**  
**CONTRACT**

# VILLAGE OF WINNETKA

RFB #022-037

## CONTRACT FOR

Sheet Piling Repairs

Full Name of Bidder

NORTHERN DIVERS USA

("Bidder")

Principal Office Address

10404 FOX HUFF LN SPRING BROOK IL 60081

Local Office Address

Contact Person

KONNI FROSOLONE

Telephone Number

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract.

### 1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Sheet Piling Repairs**.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachment A)**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

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

### 2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the ***Village will not pay more than the line item prices as outlined in Attachment A.***

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

***Invoice to Village upon Work completion. Payment upon acceptance by Village.***

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

### 3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by ***November 1, 2022.***

### 4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling

100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

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

#### 1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

#### 2. Commercial Motor Vehicle Liability

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

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

#### 3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

#### 4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

#### 5. Firm Contract

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

#### 6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws;

any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

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

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

#### 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate,

or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

Dated: 8/10, 2022

Bidder's Status: ( ) ILLINOIS Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name:

NORTHERN DIVERS USA

Doing Business As (if different):  
\_\_\_\_\_

Signature of Bidder or Authorized Agent:  


(Corporate seal)  
(if corporation)

Printed Name: FRANK FROSOLONE

Title/Position: PRESIDENT

Bidder's Business Address:

10404 FOX BLUFF LN  
SPRING GROVE IL 60081

Bidder's Business Telephone: 

Facsimile: \_\_\_\_\_

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |

---

## **ATTACHMENT A: SPECIFICATIONS**

### **Introduction:**

The Village of Winnetka is accepting bids from properly qualified firms to provide the labor, equipment, and materials required to perform the installation of sheet piling, a 36 inch sluice gate and to remove the damaged sheet piling at the end of a pier structure.

The Village reserves the right to reject any and all bids.

### **Project Description And Scope:**

The Village operates an electric generating facility. Intake cooling water for the plant is drawn into a containment structure (intake pond) at the plant. The structure is supplied with water from either a 60" intake pipe that extends into Lake Michigan or a 36" sluice valve at the end of the pier. The structure is bordered with sheet piling and a concrete pump house structure. Sheet piling and bracing that support the surface water valve has structurally failed due to heavy ice and wave conditions. A section of the original sheet piling and the sluice gate have been "bent" over and reside below the water line. A temporary steel plate has been welded into place to facilitate water being drawn through the intake pipe as opposed to the end of the pier. The contractor will install new sheet piling, a sluice gate, and all associated bracing and structural supports.

Scope of Work includes the following:

- a) Provide all equipment, material, tools, machinery, disposal, and any incidentals required to complete the installation of new sheet piling and 36" sluice gate and removal of the failed sheet piling and old sluice gate. The new sheet piling can be attached to the existing sheet piling that is still vertical and structurally sound.
- b) Any site visits required to measure, design and specify the required replacement structural components and supporting material.
- c) Removal of the damaged sheet piling which may include cutting it off at the "ground line" beneath the water's surface.
- d) Removal of the damaged 36" sluice gate.
- e) Removal of the temporarily installed steel plate.
- f) Procurement and installation of a new 36" sluice gate. Sluice gate shall be stainless steel with stainless steel control rod, with manual crank operating gear box. Prior to procurement, contractor to provide drawing submittal for Village approval.
- g) Any removal of accumulated sand and/or sediment required for the valve is to be included in the contractor's lump sum price.
- h) While mobilized, the contractor will be asked to remove steel road plate that fell into the structure between sheet piling and end of pier. Plate is approximately 6 ft. x 8 ft. in size.
- i) Installation of new bracing components and supporting material required for the following.
  - a. Secure new sheet piling.
  - b. Secure existing sheet piling
  - c. Secure new sluice gate

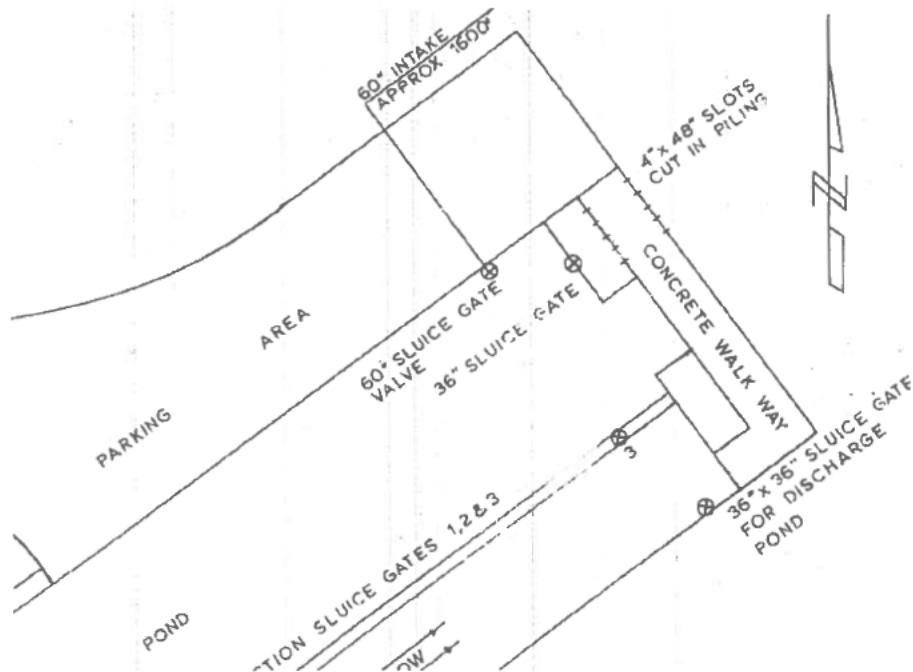
### Location:

The construction site is located at 725 Tower Road, Winnetka, IL 60093. The sheet piling to be installed is located in the southeast corner of the "cooling pond".

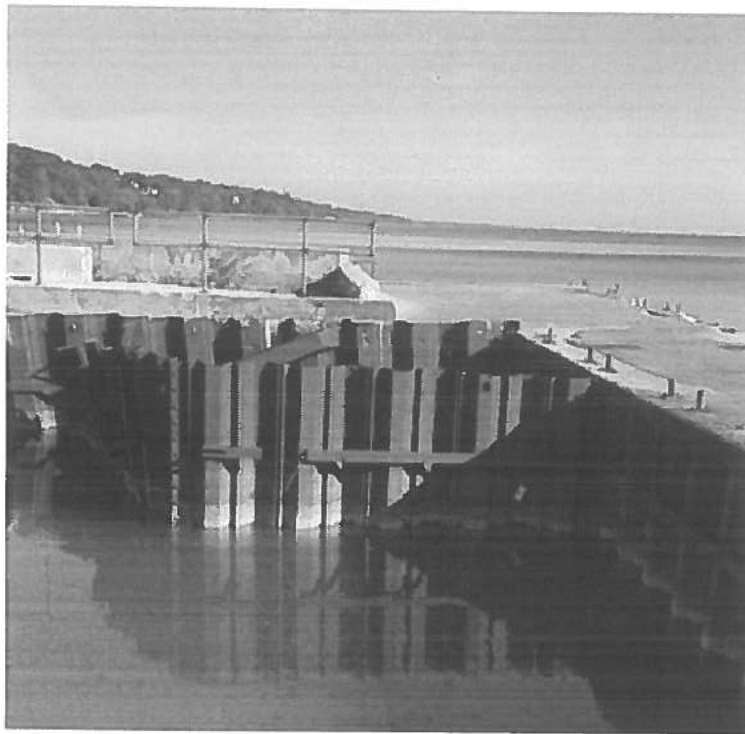
### Photos:



Aerial Photo Of Site With Work Area Highlighted In Red Circle



Excerpt from Drawing Showing Work Area



**Site Photo**



**Photo – Area Between Pier And Sheet Piling**

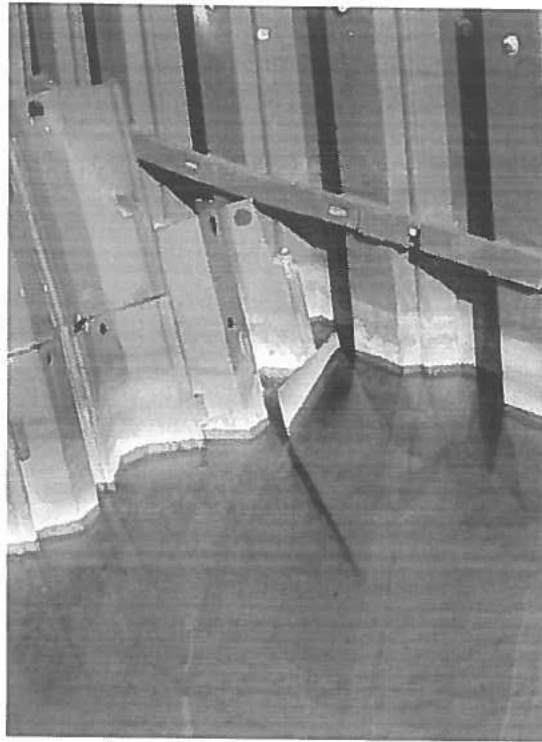


Photo – Temporary Repair, Steel Plate Welded To Piling

**Qualifications:**

Bidder should complete the attached work history section which includes examples of similar repairs done in the past along with references for those projects.

**Warranty:**

Upon the Village's acceptance of the completed work scope, the Contractor shall warranty all work performed for a period of 24 months.

Any defects in material or workmanship appearing during this period shall be corrected at no cost to the Village.

**Site Inspection:**

To schedule a site inspection, perspective bidders may contact Electric Plant Superintendent, James Olson, at (847) 716-3601 or Water & Electric Director, Brian Keys, at (847) 716-3556.

**Fee Proposal:**

Lump Sum Amount: \$171,394.00

Company Name: WONTHERO DIVERS USA

Contact Name: FRANK FROSLOWE

Signature: [REDACTED]

Phone: [REDACTED]

Noted: Lump sum amount to be inclusive for all equipment, material, tools, machinery, disposal and incidentals required for the completion of the project.