



Village of Winnetka

Village Council Regular Meeting

January 3, 2023 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. January 10, 2023 Study Session
 - b. January 17, 2023 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Approval of Agenda**
- 7. Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. December 6, 2022 Regular Meeting
 - ii. December 13, 2022 Study Session
 - b. Approval of Warrant List Dated November 25, 2022 - December 8, 2022 and December 9, 2022 - December 22, 2022
 - c. Resolution No. R-01-2023: Approving a Contract Extension - Advanced Tree Care for Tree Pruning, Removal & Restoration (Adoption)
 - d. Resolution No. R-02-2023: Approving a Contract Extension - SavATree for Emergency Time and Material Tree Work (Adoption)
 - e. Resolution No. R-04-2023: Approving a Contract with Menezil Engineering Corp. for Thermography Services (Adoption)
 - f. Resolution No. R-05-2023: Awarding a Contract to INTEC Services, Inc. for Wood Pole Inspection Services (Adoption)
 - g. Resolution No. R-07-2023: Awarding a Contract to Weg Transformer USA LLC for a 300 kVA Pad Mount Transformer (Adoption)
 - h. Resolution No. R-08-2023: Approving an Agreement with Phoenix Fire Systems, Inc. for the Design and Installation of a Fire Protection System for the South Load Center (Adoption)
 - i. Resolution No. R-09-2023: Approving a Joint Funding Agreement - Willow Road Project (Adoption)
- 8. Ordinances and Resolutions**
 - a. Ordinance No. MC-01-2023: Sign Code Amendments (Introduction)

- b. Ordinance No. M-01-2023: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction)

9. Presentation

- a. Streetscape Phase 5 Design

10. Old Business

11. New Business

12. Appointments

13. Closed Session

14. Adjournment

NOTICE

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

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
December 6, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at the Council Chambers on Tuesday, December 6, 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 Rob Apatoff, Andy Cripe, Robert Dearborn, and Kim Handler. Absent: Trustees Tina Dalman and John Swierk. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Community Development Director David Schoon, Engineering Director Jim Bernahl, and approximately 25 persons in the audience.
- 2) Pledge of Allegiance. Trustee Cripe led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) December 13, 2022 Study Session All of the Council members present said they expect to attend.
 - b) December 20, 2022 Regular Meeting All of the Council members present said they expect to attend.
 - c) January 3, 2023 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Cripe, who stated that he will not be in attendance.
 - d) January 10, 2023 Study Session All of the Council members present said they expect to attend with the exception of Trustee Cripe, who stated that he will not be in attendance.
 - e) January 17, 2023 Regular Meeting All of the Council members present said they expect to attend with the exception of Trustee Cripe, who stated that he will not be in attendance.
- 4) Public Comment.
 - i) Katie Stevens addresses Council regarding the Village's rights and jurisdiction related to the lakefront.

President Rintz states that Council plans on discussing matters related to the lakefront during a study session in 2023.
- 5) Reports:
 - a) Trustees.
 - i) Trustee Apatoff commends the community tree lighting ceremony and the community coming together.
 - b) Attorney. None.

- c) Manager. None.
- d) Village President.
 - i) President Rintz commends the lighting ceremony and thanks the Park District, Chamber of Commerce, and Village staff for their hard work.
- 6) Approval of the Consent Agenda. Trustee Handler, seconded by Trustee Cripe, moved to approve the Consent Agenda. By voice vote, the motion carried.
- 7) Consent Agenda
 - a) Village Council Minutes.
 - i) October 28, 2022 Budget Review Meeting
 - ii) November 15, 2022 Regular Meeting
 - b) Approval of Warrant List dated November 11, 2022 – November 24, 2022 in the amount of \$7,913,899.04.
 - c) Ordinance No. MC-01-2022: Update Unincorporated Areas Fire Service Fees (Adoption)
 - d) Ordinance No. MC-03-2022: Liquor Code Update (Adoption)
 - e) Property Tax Levy and Abatement Ordinances
 - i) Ordinance No. M-15-2022: 2022 Tax Levy (Adoption)
 - ii) Ordinance No. M-16-2022: 2022 Tax Abatement GO Refunding Bonds, Series 2020 (Adoption)
 - f) Resolution No. R-112-2022: Purchase of Two Dump Trucks (Adoption)
 - g) Adoption of: FY 2023 Village Budget
 - i) Resolution No. R-115-2022: Village Budget Resolution (Adoption)
 - ii) Resolution No. R-116-2022: General Fees (Adoption)
 - iii) Resolution No. R-117-2022: Utility Rates & Fees (Adoption)
 - h) Resolution No. R-118-2022: Annual GIS Service Provider Agreement (Adoption)
 - i) Resolution No. R-119-2022: Approving Contract with the Okenite Company for the Purchase of 15kV Underground Cable (Adoption)
 - j) Resolution No. R-120-2022: Approving Contract with Wesco Distribution Inc. for the Purchase of 600 Volt Underground Cable (Adoption)
 - k) Resolution No. R-121-2022: Approving Contract with Core & Main LP for the Purchase of Water Meters (Adoption)
 - l) Resolution No. R-122-2022: Landfill Monitoring Wells Change Order (Adoption)
 - m) Resolution No. R-123-2022: Approving an Outdoor Dining Agreement with Hometown Coffee (Adoption)
 - n) Resolution No. R-124-2022: Prescient Contract Renewal (Adoption)
 - o) Resolution No. R-125-2022: Purchase of Leaf Vacuum Machine – Public Works (Adoption)
 - p) Resolution No. R-126-2022: Certificate of Appropriateness – 93 Green Bay Road Site Improvements (Adoption)

- q) Resolution No. R-130-2022: Approving Change Order No. 1 to the Contract with the Progress Group, Inc. for Services Related to Repair of the Unit #4 Rotor and Generator (Adoption)

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

8) Ordinances and Resolutions.

Without objection, President Rintz moves consideration of Resolution No. R-127-2022 to the end of the agenda, after Closed Session.

- a) Resolution No. R-128-2022: Tree Removal Contract – Hibbard Stormwater Project (Adoption)

Engineering Director Jim Bernahl states that the proposed Hibbard Preserve Stormwater Improvements include tree removal, earthwork and grading, box culvert installation, and wetland restoration. With the first phase of work being tree removal, the Village must remove only those trees that are impacted by the proposed improvements on Cook County Forest Preserve property. The completion of tree removal work is anticipated to be completed prior to the enactment of a new U.S. Fish and Wildlife Services regulation which will be in effect on January 1, 2023.

Jim Bernahl confirms that the Village received one bid, submitted by Homer Tree Services, Inc., for the proposed contract consisting of tree removal work, the installation of perimeter fencing, and construction of access and entrance work. After negotiating the contract, the vendor agreed to complete only the tree removal services, having staff negotiate the installation of perimeter fencing and construction access and entrance work with DiMeo Brothers, Inc.

Council commends the work of Homer Tree Services, Inc..

Trustee Dearborn, seconded by Trustee Cripe, moved to adopt Resolution No. R-128-2022. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dearborn, and Handler. Nays: None. Absent: Trustees Dalman and Swierk.

- b) Resolution No. R-129-2022: Approving a Change Order – DiMeo Contract Tree Removal (Adoption)

Engineering Director Jim Bernahl confirms that staff negotiated a contract with DiMeo Brothers, Inc for the installation of perimeter fencing and construction of access and entrance work related to the Hibbard Preserve Stormwater Improvements project.

Trustee Handler, seconded by Trustee Cripe, moved to adopt Resolution No. R-129-2022. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dearborn, and Handler. Nays: None. Absent: Trustees Dalman and Swierk.

c) Resolution No. R-127-2022: 195, 203 – 209 Sheridan Road Plat of Consolidation (Adoption)

Community Development Director David Schoon states that the applicant is requesting approval of a Final Subdivision Plat to consolidate the existing lots located at 195, 203, 205, and 209 Sheridan Road. While 209 Sheridan Road is currently a vacant lot, the application intends to demolish the three existing homes on the property and construct a new single-family residence.

David Schoon confirmed that the Plat of Consolidation complies with Village subdivision and zoning regulations, is consistent with the Comprehensive Plan, and will eliminate two existing zoning nonconformities on the 203 and 205 Sheridan Road parcels.

Adam Hoeflich, a litigator from the law firm of Bartlit Beck, on behalf of the applicant, addressed the Council regarding the Plat of Consolidation legal matters, advisory board approvals, compliance matters, and the history of the lakefront pertaining to the property lines. Mr. Hoeflich stated that if the Village did not approve the plat of consolidation, Mr. Ishbia would sue the Village in a mandamus action in court. Mr. Hoeflich also stated that denial would lead to a “class of one” equal protection claim against the Village. Mr. Hoeflich also stated that his client is disappointed that a Village resident threatened the license of their surveyor.

Cal Bernstein, another lawyer on behalf of the applicant, informed the Council of the letter of support from the applicant’s neighbors.

Jack Bleck, the applicant’s licensed surveyor, informed the Council of the survey services provided for the applicant.

Kristin Ishbia addressed Council regarding concerns for her family’s privacy and her family’s goals for moving to Winnetka.

Public Comment

- i. Judy Rau expressed her concerns regarding the waterfront plans.
- ii. Jenny Morehead expressed her support for the Ishbia family.
- iii. Chase Timmy expressed his support for the Ishbia family.
- iv. Chuck Dowding is in favor of the Plat of Consolidation and expressed his concerns regarding the proposed plans submitted.
- v. Brad Morehead expressed his support for the Ishbia family and matters related to property rights.
- vi. Ted Wynnychenko addressed Council on historic and lawful matters related to the shoreline and expressed his concerns related to State land versus private ownership. He stated that if the Village denies the plat of consolidation, the Village will get sued. Mr. Wynnychenko denied the allegations regarding the call he made to the applicant’s surveyor.
- vii. Bob Rasmis urged Council to verify accuracy, impact, and ensure that what has been proposed is consistent with regulations and law.

- viii. Katie Stevens welcomed the Ishbia family to the Village, however, Ms. Stevens expressed concerns related to the submitted plans and urges Council to work with a coastal engineer.
- ix. Martin Sinclair, a litigator from the law firm of Sperling & Slater, addressed the Council on matters related to ownership of the shoreline and the Illinois Public Trust Doctrine. He stated that he represents the Winnetka resident who has sued the Winnetka Park District related to lake front beach issues and the Public Trust Doctrine. He stated that any Illinois citizen has standing to bring a legal action against a violation of the Public Trust Doctrine. He also stated that to the extent the plat purports to convey public land to the applicant based on the erroneous plat, it would be a legal error and subject to challenge. He stated that his client is willing to take legal action again to protect the Public Trust, just as he did when he sued the Park District.

9) Closed Session for the Purpose of Discussing Probable or Imminent Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act.

Trustee Dearborn, seconded by Trustee Cripe, moved to adjourn to Closed Session for the Purpose of Discussing Probable or Imminent Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act. By roll call vote, the motion carries. Ayes: Trustee Apatoff, Dearborn, Cripe, and Handler. Nays: None. Absent: Trustees Dalman and Swierk. Council convenes the closed session in the Village Hall Conference room at ____ pm.

Council reconvened the open session at 9:26 pm to complete the remaining item on the agenda.

9) Ordinances and Resolutions (continued).

c) Resolution No. R-127-2022: 195, 203 – 209 Sheridan Road Plat of Consolidation (Adoption)

Trustee Cripe suggested adding two new recitals to the proposed resolution as follows:

WHEREAS, the Village's approval of the Final Plat (plat of consolidation) is not an adjudication, determination, or opinion on the eastern property line of the Properties, which is a question of Illinois property law beyond the purview of this Council or application; and

WHEREAS, the Village reserves its right to determine the eastern property line for purposes of applying the Village Zoning Code, if and when that issue is presented to the Village

Village Attorney Peter Friedman stated that the purpose of the new recitals is to clarify that Council is only adopting the Plat of Consolidation, and that the eastern lot line drawn by the surveyor and reflected on the plat does not set the eastern property line. He stated that the Village does not own any land in this area and that the plat can't convey property between the state and the applicant. He explained that the new recitals reiterate that the Village reserves its right to make an eastern property line determination if and when it must do so,

President Rintz confirmed that Council will reconvene at a later date to address further matters related to lakefront development.

Trustee Cripe, seconded by Trustee Dearborn, moved to adopt Resolution No. R-127-2022, as modified to include the two new recitals. By roll call vote, the motion carried. Ayes: Trustee Apatoff, Cripe, Dearborn, and Handler. Nays: None. Absent: Trustees Dalman and Swierk.

10) Old Business. None.

11) New Business. None.

12) Appointments: None.

10) Adjournment. President Rintz asked for a motion to adjourn. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 9:31 pm.

Recording Secretary

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
December 13, 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, December 13, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:04 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 8 persons in the audience.

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

- 2) Public Comment.
- 3) Firearm Safety Follow Up Meeting.

President Rintz indicates that Council will review the Village's existing firearms regulations and discuss potential amendments to the Village Code.

Village Attorney Peter Friedman informs Council on the various laws regarding regulations pertaining to handguns, concealed carry, second amendment rights, and how future firearm regulations may be analyzed by the Supreme Court and lower Federal Courts. With current Federal and State firearm regulations in place, Peter Friedman provides historic information on amended regulations that have affected municipalities pertaining to regulating firearms.

Trustee Swierk enters at 7:15 pm

Peter Friedman address matters related to House Bill 5855, the ban of sale and ownership of assault weapons in the State, reviewing the amended criminal code regarding deadly weapons and laws related to dealers, sellers, and manufacturers.

Trustee Cripe enters at 7:26 pm, transitioning from remote participation to in person participation.

Regarding the Village Code, Peter Friedman discusses the Village's current regulations, definitions of firearms, parental responsibility limitations, matters pertaining to business and sales, amendments to the Village Code, and correlation between the Village and Cook County enforcement pertaining to firearms.

Public Comment.

Layla Danley notes that the recent work with elections impacted attendance at the meeting. Ms. Danley emphasizes the support related to the legislation, strategic components regarding the passing of the legislation, firearm safety components and education, and concerns regarding the community's youth.

Council discusses the Village's regulations on firearms, the Village's approach on educating the community to enhance public safety and partnering with the Winnetka schools to address issues and to allow community outreach. Chief Hornstein and Council discuss the school processes for monitoring students, procedures that are currently in place, and warning signs for the community's youth.

President Rintz emphasizes the importance of consistency regarding educating the community on firearms and considers forming an ad hoc committee, primarily focused on creating a consistent firearm safety educational program for the community. The intergovernmental committee will consist concerned residents, officials from the Village, District 36, New Trier High School, the Park District, the Library, New Trier Township, and the County.

Village Manager Bahan and Council commend Chief Hornstein for his honorable years of service to the Winnetka Police Department.

- 4) Adjournment. Trustee Apatoff, seconded by Trustee Dalman, moved to adjourn the meeting. By voice vote, the motion carried. The meeting adjourned at 8:54 PM.

Recording Secretary



Agenda Item Executive Summary

TITLE: Approval of Warrant List Dated November 25, 2022 - December 8, 2022 and December 9, 2022 - December 22, 2022

PRESENTER: Robert M. Bahan

AGENDA DATE: January 3, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Warrant Lists Dated November 25, 2022 - December 8, 2022 and December 9, 2022 - December 22, 2022

RECOMMENDATION:

Consider approving the Warrant Lists Dated November 25, 2022 - December 8, 2022 and December 9, 2022 - December 22, 2022

ATTACHMENTS:

None



Agenda Item Executive Summary

TITLE: Resolution No. R-01-2023: Approving a Contract Extension - Advanced Tree Care for Tree Pruning, Removal & Restoration (Adoption)

PRESENTER: Andrew Lueck

AGENDA DATE: January 3, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2023 budget includes \$185,000 in account #100.35.26-545 for tree pruning, removal and restoration.

EXECUTIVE SUMMARY:

In 2020, staff bid the multi-year tree maintenance contract (2020-2022) with the option of two, one-year extensions based on performance. The bid included tree pruning, removal and restoration along with emergency time and material tree work. The Village entered into a three-year contract with Advanced Tree Care for the tree pruning, removal and restoration portion of the contract.

Advanced Tree Care completed work under the first three years of the contract in a satisfactory manner. Therefore, staff recommends exercising the option to extend the contract with Advanced Tree Care into 2023, with the option for the Village Manager to extend the contract into 2024. Staff will evaluate the performance of Advanced Tree Care at the end of 2023 and determine if an extension into 2024 is advisable.

RECOMMENDATION:

Consider adoption of Resolution No. R-01-2023, authorizing the Village Manager to issue a purchase order to Advanced Tree Care for Tree Pruning, Removal and Restoration for an amount not to exceed \$185,000 per year.

ATTACHMENTS:

1. Resolution No. R-01-23: Approving Contract Extension for Tree Pruning, Removal and Restoration with Advanced Tree Care
2. Advanced Tree Care Renewal

RESOLUTION NO. R-01-2023

**A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH
ADVANCED TREE CARE, INC. FOR PARKWAY TREE AND STUMP REMOVAL,
PARKWAY TREE PRUNING, AND RESTORATION WORK**

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

WHEREAS, in February of 2020, the Village entered into a three-year contract ("***Contract***") with Advanced Tree Care, Inc. ("***Contractor***") for tree and stump removal, parkway tree trimming and pruning, and restoration work (collectively, "***Work***"); and

WHEREAS, Contractor has done a satisfactory job performing the Work; and

WHEREAS, the Contract provided the Village two options to extend the term of the Contract for additional one-year terms upon the terms set forth on the Contract; and

WHEREAS, the Village Council desires to exercise the Village's first option to extend the term of the Contract for an additional year ("***First Extension***"); and

WHEREAS, the Village has budgeted sufficient funds for the Work to be performed during the First Extension; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to authorize the First 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 FIRST EXTENSION. The Village Council hereby approves the First Extension of the Contract for an additional year.

SECTION 3: AUTHORIZATION TO EXECUTE FIRST EXTENSION. The Village Council hereby authorizes and directs the Village President, Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, any documents necessary to effectuate the First Extension.

SECTION 4: AUTHORIZATION TO EXERCISE SECOND EXTENSION. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the second renewal option of the Contract ("***Second Extension***") if: (a) the Village Manager determines, in their discretion, that the Second Extension is favorable to the Village; and (b) the

January 3, 2023

R-01-2023

Second Extension is substantially similar to the extensions set forth in the Contract. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute the Second Extension.

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

ADOPTED this 3rd day of January 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



600 Industrial Dr
Lincolnshire IL, 60069
Office: (847) 587-8500
Fax: (847) 973-9484

Superlative Service, Science & Skill

August 1st, 2022

Andrew Lueck
Village of Winnetka
Forestry
847-716-3535

For Consideration:

Advanced Tree Care is requesting the renewal of the current parkway tree removal, tree trimming & hourly contracts with the City of Winnetka for an additional period of 1 year, through 2023. All terms and item pricing would remain the same.

Respectfully,

[Redacted Signature]
Mike Bramucci
President
Advanced Tree Care Inc
847-587-8500
Mike@advanced-treecare.com



Agenda Item Executive Summary

TITLE: Resolution No. R-02-2023: Approving a Contract Extension - SavATree for Emergency Time and Material Tree Work (Adoption)

PRESENTER: Andrew Lueck

AGENDA DATE: January 3, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The FY 2023 budget includes \$55,000 in account #100.35.26-545 for supplemental tree maintenance (emergency time and material tree work)

EXECUTIVE SUMMARY:

In 2020, staff bid the multi-year tree maintenance contract (2020-2022) with the option of two, one-year extensions based on performance. The bid included tree pruning, removal and restoration along with emergency time and material tree work. The Village entered into a three-year contract with Nels Johnson Tree Experts for the emergency time and material tree work portion of the contract. Nels Johnson was acquired by SavATree in 2022.

SavATree completed work under the first three years of the contract in a satisfactory manner. Therefore, staff recommends exercising the option to extend the contract with SavATree into 2023, with the option for the Village Manager to extend the contract into 2024. Staff will evaluate the performance of SavATree at the end of 2023 and determine if an extension into 2024 is advisable.

RECOMMENDATION:

Consider adoption of Resolution No. R-02-2023, authorizing the Village Manager to issue a purchase order to SavATree for Emergency Time and Material Tree Work not to exceed \$55,000 per year.

ATTACHMENTS:

1. Resolution No. R-02-23: Approving Contract Extension for Emergency Time and Material Tree Work with SavATree
2. SavATree Renewal of Services

RESOLUTION NO. R-02-2023

**A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH
SAVATREE, LLC., FOR EMERGENCY TREE TRIMMING WORK**

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

WHEREAS, in February of 2020, the Village entered into a three-year contract ("***Contract***") with Nels J. Johnson Tree Experts, Inc. ("***Johnson***") for emergency work related to trees located on Village parkways ("***Work***"); and

WHEREAS, Johnson has been acquired by SavATree, LLC ("***Contractor***"); and

WHEREAS, Contractor has done a satisfactory job performing the Work; and

WHEREAS, the Contract provided the Village two options to extend the term of the Contract for additional one-year terms upon the terms set forth on the Contract; and

WHEREAS, the Village Council desires to exercise the Village's first option to extend the term of the Contract for an additional year ("***First Extension***"); and

WHEREAS, the Village has budgeted sufficient funds for the Work to be performed during the First Extension; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to authorize the First 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 FIRST EXTENSION. The Village Council hereby approves the First Extension of the Contract for an additional year.

SECTION 3: AUTHORIZATION TO EXECUTE FIRST EXTENSION. The Village Council hereby authorizes and directs the Village President, Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, any documents necessary to effectuate the First Extension.

SECTION 4: AUTHORIZATION TO EXERCISE SECOND EXTENSION. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the second renewal option of the Contract ("***Second Extension***") if: (a) the Village Manager

January 3, 2023

R-02-2023

determines, in their discretion, that the Second Extension is favorable to the Village; and (b) the Second Extension is substantially similar to the extensions set forth in the Contract. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute the Second Extension.

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

ADOPTED this 3rd day of January 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

August 10, 2022

Mr. Andrew Lueck
Village of Winnetka
Public Works
1390 Willow Road
Winnetka, IL 60093

Dear Andrew,

Nels J. Johnson SavATree would like to renew the parkway time and material tree maintenance contract for 2023 -2024 at the current prices as outlined below:

Time & Material (hourly)	
Crewleader	\$70.00
Trimmer	\$60.00
Groundman	\$55.00
Aerial Truck	\$75.00
Log/Loader Truck	\$60.00
Chipper Truck	\$60.00
Stumper	\$50.00
Pick-up Truck/Other	\$20.00

We look forward to working in the Village of Winnetka. Thank you.

Sincerely,



Erik N. Johnson
Branch Manager
Nels J. Johnson SavATree
Certified Arborist
IL-1416A
CTSP 100



Agenda Item Executive Summary

TITLE: Resolution No. R-04-2023: Approving a Contract with Menezil Engineering Corp. for Thermography Services (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: January 3, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Water & Electric Department performs annual thermography inspections on the electric infrastructure in order to preemptively identify hot spots before failure. The scope of work includes the entire overhead electric system, critical underground equipment and the Village substations. The Village has utilized Menezil Engineering Corp. for the annual thermography inspections since 2016. The existing three-year contract for these services expires at the end of 2022.

EXECUTIVE SUMMARY:

On November 2, 2022, a bid notice (RFB #022-045) for thermography services was sent to vendors and posted to the on-line bidding service, DemandStar. The bid package requested daily rates for thermography services. Typically, it takes nine days to survey the entire system. The proposed contract would be for a period of thirty-six (36) months with an option to extend an additional two (2) years based upon the quality of service provided. The approved agreement would commence January 1, 2023 and expire on December 31, 2025.

On November 30, 2022, three companies submitted bids for the thermography work. The results for the total three-year costs are summarized as follows:

Menezil Engineering Corp	\$26,649.00
Osmose Utilities Services, Inc.	\$114,633.64
MP Predictive Technologies	\$66,729.60

Staff reviewed the submittal of all three bidders and Menezil Engineering Corp was determined to have submitted the lowest, most responsive bid. Since 2016, staff has found the contractor's previous work for the Village to be satisfactory. For those reasons, staff is confident that Menezil Engineering Corp. can successfully complete the work as specified.

For FY2023, the Electric Fund has budgeted \$9,450.00 for thermography services (account #500.42.30-567). Based on the bid from Menezil Engineering Corp, staff estimates a FY2023 expenditure of \$8,883 for annual thermography services. In light of the pricing proposed by Menezil Engineering Corp. and ongoing economic factors, staff recommends awarding the multi-year contract for these services to Menezil Engineering Corp. Future Electric Fund budgets will contain the

appropriate funds to cover this contract.

Resolution No. R-04-2023, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Menezil Engineering Corp for Thermography Services.

RECOMMENDATION:

Consider adopting Resolution No. R-04-2023, to approve a three-year contract with Menezil Engineering Corp for Thermography Services and authorize the Village Manager to execute the renewal options.

ATTACHMENTS:

1. Resolution No. R-04-2023: Resolution Approving a Contract with Menezil Engineering Corp for Thermography Services

RESOLUTION NO. R-04-2023

A RESOLUTION APPROVING A CONTRACT WITH
MENEZIL ENGINEERING CORP FOR
THERMOGRAPHY 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 issued Bid #022-045 ("**Request for Bids**") for the procurement of thermography services at various Village facilities ("**Services**"); and

WHEREAS, the Village received three bids ("**Bids**") to provide the Services and opened the Bids on November 30, 2022; and

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

WHEREAS, the Village Council desires to enter into a three-year contract with Contractor for the Services with an option to extend the contract for two additional one-year periods, in an amount not to exceed \$26,649.00 for the initial three-year term ("**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 after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Council hereby authorizes the Village Manager to exercise, on behalf

of the Village, the Renewal Options of the Contract if: (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options are substantially similar to the Renewal Options in the Contract attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

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

ADOPTED this 3rd day of January 2023, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

Exhibit A
CONTRACT

EXHIBIT A

VILLAGE OF WINNETKA

RFB #022-045

CONTRACT FOR

Thermography Services

Full Name of Bidder	Menezil Engineering Corp		("Bidder")
Principal Office Address	801 SE Johnson Ave, Unit 230		
Local Office Address	801 SE Johnson Ave, Unit 230		
Contact Person	Ben Menezil	Telephone Number	786-382-4967

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 **Thermography Services**.

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

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

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

5. Miscellaneous. Do all other things required of 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 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 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 **August 15, 2025**.

4. Financial Assurance

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

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

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

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

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

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

Dated November 10, 2022

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

Bidder's Name:

Menezil Engineering Corp

Doing Business As (if different)

[REDACTED]

Signature of Bidder or Authorized Agent

[Signature]

(corporate seal)
(if corporation)

Printed Name: Ben Menezil

Title/Position: Field Inspection Manager

Bidder's Business Address:

801 SE Johnson Ave, Unit 230

Bidder's Business Telephone: 786-382-4967

Facsimile:

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

NAME	TITLE	ADDRESS
Ron Menezil	Operation Manager	801 SE Johnson Ave, Unit 230, Stuart, FL

ATTACHMENT A: SPECIFICATIONS

A. General Conditions

1) PROJECT DESCRIPTION AND SCOPE OF WORK:

The primary scope of work is the thermography inspection of the Village's electric distribution system. Inspections will be performed on both overhead distribution equipment and underground equipment.

The Village of Winnetka operates an electric distribution system operating at 4kV and 12kV. This encompasses approximately 30 miles of overhead facilities (primary or primary w/secondary under build). Of this amount, it is estimated that three miles are not accessible by vehicle. The total population of poles on the system is approximately 2,600.

Additional equipment that may be inspected includes transformer vaults, substation connections, pad mount transformers, cable splices located within a manhole, and pad mount (air insulated) switchgear. Based on prior experience, the entire overhead system can be inspected in approximately 3-3 ½ days. As funding resources permit, approximately one hundred fifty (150) locations of substation, padmount and underground equipment will be examined.

It is estimated that thermography services will be utilized for 7-9 working days.

2) CONTRACTOR EXPECTATIONS:

The contractor will follow the procedures described as follows for the inspections.

- a. Thermographers shall have a minimum of two years' experience and must be certified as being qualified for this work. The Village reserves the right to ask for evidence of previous experience and training in the form of letters of reference or written tests prior to awarding a contract.
- b. The Contractor shall have experience performing thermography on utility equipment.
- c. The Contractor shall furnish, unless otherwise identified, all equipment, forms, labor, material, tools, tags, machinery, personal protection equipment (PPE) and incidentals for the completion of the project.
- d. The Contractor shall provide any required traffic protection.
- e. The Contractor will be responsible to insure that all inspection personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers in the area and rear lot lines.
- f. The Contractor will be responsible to insure their personnel have been trained in accordance with all applicable regulatory standards for working in and/or around the utility equipment that will be examined.

3) EQUIPMENT TO BE INSPECTED:

- a. All overhead primary (4kV & 12kV) lines, devices, equipment, and connections accessible by vehicle.
- b. All secondary cable connections at transformers and overhead service drops accessible from the street to customer's riser attachment.
- c. Rear lot (non-vehicle accessible areas), primary and secondary overhead facilities.
- d. As funding resources permit, approximately one hundred fifty (150) locations of underground equipment will be inspected. Equipment types include the following:
 - i. Transformer vaults
 - ii. Pad mount transformers, secondary connections and elbow terminations

- iii. Pad mount (air insulated) switchgear, live front terminations
- iv. Pad mount regulators with live front terminations
- v. Cable splices located in underground manholes
- vi. Substation yard, 12kV connections, 138kV connections

4) REQUIRED DELIVERABLES:

- a. A report sheet shall accompany each problem which includes:
 - I. Digital visible light photograph
 - II. Color thermograph image
 - III. Temperature analysis of the anomaly utilizing ambient temperature or conductor temperature for comparison.
 - IV. Identification on the photograph of the anomaly.
 - V. Written description of the anomaly.
 - VI. Description of the physical geographic location where anomaly is located (i.e. address, device number, etc.)
 - VII. GPS coordinate of the anomaly
 - VIII. Severity ranking/Classification to determine the priority of repair.
- b. A detailed, easy-to-read final inspection report including:
 - I. Written summary of the work completed and findings.
 - II. A report sheet for every anomaly detected during the inspection.
 - III. Hard copy and electronic version of the report and report sheets.
- c. For any anomaly that is identified as an “Emergency” or “High Risk” of immediate failure, the Contractor will notify the Village’s Water & Electric Department Director.
- d. Prior to the start of work, the Village staff and contractor will agree upon the printed and electronic formats of the reports.
- e. The Village will provide the Contractor with the following information:
 - i. Hardcopy circuit maps for the primary (4kV and 12kV) facilities.
 - ii. Pole maps (Available provided that Contractor accepts Attachment B: Agreement Concerning Digital Map Information)
- f. For any switchgear, manholes, vaults, or regulators that are included in the work scope, the Contractor will coordinate escorted access to the facilities with the Village of Winnetka’s Electric Department. These locations must be inspected during the hours of 7:00 a.m. – 3:30 p.m.
- g. Overhead line inspections can be performed Monday through Friday during the hours of 7:15 a.m. through 7:00 p.m. No work will be performed on Holidays or Sundays. With approval by the Director of Water & Electric, overhead line inspections can be performed on Saturdays during the hours of 9:00 a.m. through 5:00 p.m.
- h. All work must be performed during the period of July 1st – August 15th in each of the three (3) contract years.

B. Special Conditions

1) DIRECTOR OF WATER AND ELECTRIC'S RESPONSIBILITY AND AUTHORITY:

All work shall be done under the general supervision of the Village Director of Water and Electric, or designated inspector. The Director of Water and Electric shall decide any and all questions which may arise as to the quality and acceptability of material furnished, Work performed, rate of progress of Work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

2) DIRECTOR OF WATER AND ELECTRIC'S DECISIONS:

All claims of the Contractor, including requests for change orders, whether by addition to or subtraction from the Contract and/or payments thereunder, shall be presented to the Village Director of Water and Electric who shall render a decision in writing within a reasonable time. No such decision shall have any effect unless it be in writing and signed by the Director of Water and Electric.

3) SUSPENSION OF WORK:

The Director of Water and Electric shall have the authority to suspend the Work, wholly or in part, for such periods as the Director of Water and Electric may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the Work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operations without the Director of Water and Electric's permission.

4) INSPECTION OF WORK:

All materials and each part or detail of the Work shall be subject at all times to inspection by the Director Water and Electric or his designated inspector, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, Workmanship, and the diligent execution of the Contract.

5) EXAMINATION OF COMPLETED WORK:

All completed work will be inspected and accepted by the Director of Water and Electric. No completed Work will be covered up without inspection by the Director of Water and Electric or his designated inspector. Any Work so covered up shall be uncovered and restored by the Contractor wholly at their expense. No claim for extra payment will be considered and no extra payment will be made on this account.

6) CHARACTER OF WORKERS:

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them. Any foreman or worker employed by the Contractor or subcontractor who, in the opinion of the Director of Water and Electric, does not perform the Work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Director of Water and Electric, be discharged immediately and shall not be employed again in any portion of the Work without the approval of the Director of Water and Electric.

7) CLEANING UP:

The Contractor shall remove from the Village's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operations or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

Upon completion of the Work, the Contractor shall restore the Village's property, and any other public and private property affected by the Work.

8) WARNING SIGNS AND BARRICADES:

The Contractor shall take all necessary precautions for the protection of the Work site and of the safety of the public, and shall provide all signs, barricades warning lights, flagmen and such other protection or warning devices as may be warranted under the circumstances. Warning signs shall be of such size, shape, placement and illumination so as to provide reasonable advance warning, at all times of day and night, of where the construction, barricades or detours exist. All barricades, signs, and obstructions shall be protected and illuminated at night by amber warning lights which shall burn from sunset to sunrise.

9) PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall at all times so conduct the Work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property in a manner satisfactory to the Director of Water and Electric. No road or street shall be closed to the public except with the permission of the Director of Water and Electric and proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible for fire-fighting equipment at all times.

C. Schedule of Prices

Schedule of Prices			
Position	7/1/23 to 8/15/23	7/1/24 to 8/15/24	7/1/25 to 8/15/25
Daily Rate (all inclusive): (8 hour work day)	\$987	\$987	\$987

The proposed contract is for a period of thirty-six (36) months with an option to extend, at the Village's discretion, an additional two (2) years. For the optional, additional 2 years, the 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 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. The 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.

Note:

Contractor to provide driver and thermographer for inspection of overhead distribution facilities. Village of Winnetka to coordinate employee escort and provide entry into pad mount switchgear and/or vaults

Quoted Daily Rate is to be all inclusive for all equipment, forms, labor, material, tools, tags, machinery, personal protection equipment (PPE) and incidentals for the completion of the project and reporting requirements.

ATTACHMENT B

AGREEMENT CONCERNING DIGITAL MAP INFORMATION

THIS AGREEMENT, is entered into this 10 day of November, 2022, between (hereinafter referred to as "Consultant") and the Village of Winnetka (hereinafter referred to as "Village.")

WHEREAS, the Village has developed certain digital map information concerning certain real property located within the City, which property is the subject of the Consultant's work for the Village (hereinafter referred to as "Data"); and

WHEREAS, the Consultant has entered into an agreement with the Village for a certain project (hereinafter referred to as "Work") and would benefit from the use of the Data in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties hereto agree as follows:

1. The Village shall supply the Consultant with a digital copy of the Data subject to the following conditions:
 - a. The Data provided by the Village is limited to the scope of the Work which the Consultant is to provide for the Village and the Consultant shall limit its use of the Data to its intended purpose of furtherance of the Work;
 - b. The Consultant acknowledges hereby that:
 - ii The Data constitutes proprietary materials and trade secrets of the Village and will remain the property of the Village; and
 - ii The Consultant will not provide or make available the Data in any form to persons other than the Consultant's employees, for purposes specifically related to the Consultant's authorized use of the Data, without the prior written consent of the Village; and
 - c. At the request of the Village, the Consultant shall supply the Village with any and all information, which may have been developed by it, based the Data, in a form consistent with Village facilities.
2. The Village makes no guarantee as to the accuracy, completeness, or suitability of the Data in regard to the Consultant's intended use thereof.
3. The term "Data" as used herein shall mean any code or sequence of code characters readable by computers.
4. The Consultant shall indemnify and hold harmless the Village, its officials, officers, independent Consultants, agents, employees, successors and assigns from and against any loss, damage, cause of action, fine or judgment, including all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses incident thereto) which may arise out of or in connection with the Consultant's negligent acts, errors, or omissions in performances of professional services in connection with this Agreement or the use of the Data.

5. This Agreement shall remain in full force from and after its Village execution and until such time as the Work has been completed to the satisfaction of the Village, at which time the Consultant shall cease its use of the Data for any purpose whatsoever. An authorized representative of the Village, upon request, shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the Data has been discontinued.
6. Notwithstanding anything to the contrary contained hereinabove, the Village may terminate this Agreement upon notice, effective immediately, in the event the Consultant fails to comply with any of the terms and conditions hereof.
7. All notices that are required hereunder, or which either the Village or Consultant may desire to serve upon the other Party, shall be in writing, and shall be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:

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

If to the Consultant:

Menezil Engineering Corp

801 SE Johnson Ave, Unit 230

Stuart, FL 34997

786-382-4967

8. The Consultant certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST

ATTEST

Consultant

By _____

Its _____

Village of Winnetka

Village Manager

**VILLAGE OF WINNETKA
CONTRACT FOR THERMOGRAPHY SERVICES
BID PACKAGE**

BIDDER'S SWORN WORK HISTORY STATEMENT

Ben Menezil ("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: Performing Infrared thermography inspection

2. Composition of Work

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

<u>10</u> % Federal	<u> </u> % As Contractor	<u> </u> % Bidder's Forces
<u>90</u> % Other Public	<u> </u> % As Subcontractor	<u> </u> % Subcontractors
<u> </u> % Private		<u> </u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 13 years 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>
Martin County- License	Inspection	561410	September 2023
_____	_____	_____	_____

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	Town of Winnetka	College Station Public Utilities, Texas	Wallingford Electric Division, Connecticut
Owner Address	1390 Willow Rd. Winnetka, IL 60093	1601 Graham Rd. College Station, TX 77845	100 John Street. Wallingford CT 06492
Reference	Nick Narhi	Trey (Donal) Windon	Jake Arborio
Telephone Number	847-716-3553	(979)764-2515	(203)294-2273
Type of Work	Performing Infrared thermography inspection	Performing Infrared thermography inspection	Performing Infrared thermography inspection

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	\$9,400	\$18,500	\$5,000
Date Completed	July 2022	August 2022	September 2022

DATED: November 10, 2022.

Bidder

Attest

By: Ben Menezil

By: _____

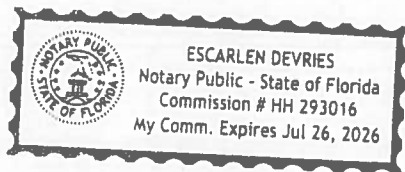
Title: Field Inspection Manager

Title: _____

Subscribed and Sworn to before me on November 14th, 2022.

Notary Public

My commission expires: July 26, 2026



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 November 10, 2022.

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-05-2023: Awarding a Contract to INTEC Services, Inc. for Wood Pole Inspection Services (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: January 3, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

The Water & Electric Department inspects approximately 10% of its wood pole inventory (~2,100 poles) on an annual basis in order to preemptively identify rotted poles before failure. The Department is entering year nine of a ten-year inspection cycle. These wood poles are jointly owned with AT&T and therefore a portion of the program cost (50%) is reimbursed by AT&T. The existing three-year contract for the inspection services expires at the end of 2022.

EXECUTIVE SUMMARY:

On November 2, 2022, a bid notice (RFB #022-044) was sent to vendors and posted to the on-line bidding service, DemandStar. This bid package requested rates for utility wood pole inspection services on a unit basis. Typically, around 175-200 poles are inspected per year. The proposed contract would be for a period of thirty-six (36) months with an option to extend an additional two (2) years based upon the quality of service provided. The approved agreement would commence January 1, 2023 and expire on December 31, 2025.

On November 30, 2022, two companies submitted bids for the wood pole inspection work. The results for the total three-year costs are summarized as follows:

Osmose Utilities Services, Inc.	\$38,795.88
INTEC Services, Inc.	\$42,992.70

Staff reviewed the submittal of both bidders. Osmose Utilities Services, Inc. took exception to the standard contract language in the bid and their bid was therefore deemed non-responsive. INTEC Services, Inc. was determined to have submitted the lowest, most responsive bid. INTEC has not previously performed pole inspections for the Electric Fund. Staff conducted reference checks of other INTEC clients and found their past work to be satisfactory. Based on the favorable feedback and acceptance of the Village's standard contract terms and conditions, staff is recommending a contract award to INTEC Services, Inc.

For FY2023, the Village has budgeted \$7,500 for wood pole inspection services (account #500.42.30-567). Based on the bid from INTEC Services, Inc., staff estimates a FY2023 expenditure of \$11,690 for annual wood pole inspection services. As the poles are jointly owned with AT&T, half of this project

cost will be reimbursed to the Electric Fund. In light of the pricing proposed by INTEC Services, Inc. and acceptance of the contract terms and conditions, staff recommends awarding the multi-year contract for these services to INTEC Services, Inc. Future Electric Fund budgets will contain the appropriate funds to cover this contract.

Resolution No. R-05-2023, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with INTEC Services, Inc. for Wood Pole Inspection Services.

RECOMMENDATION:

Consider adopting Resolution No. R-05-2023, to approve a three-year contract with INTEC Services, Inc. for Wood Pole Inspection Services and authorize the Village Manager to execute the renewal option.

ATTACHMENTS:

1. Resolution No. R-05-2023: Awarding a Contract to INTEC Services Inc. for Wood Pole Inspection Services

**A RESOLUTION AWARDING A CONTRACT TO
INTEC SERVICES, INC. FOR
WOOD POLE INSPECTION SERVICES.**

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

WHEREAS, the Village has appropriated funds for the procurement of wood pole inspection services at various Village locations ("**Work**"); and

WHEREAS, the Village issued Bid #022-044 for the performance of the Work for a period of three years with a Village option to extend the term of the contract for two addition one-year periods ("**Renewal Options**"); and

WHEREAS, the Village received bids for the Work from two bidders and opened the bids on November, 30, 2022; and

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

WHEREAS, the Village Council desires to enter into a contract with Contractor for performance of the Work in an amount not to exceed \$42,993 ("**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 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 with Contractor 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 after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT. The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Options of the Contract if: (a) the Village Manager determines, in their discretion, that the Renewal Options

are favorable to the Village; and (b) the Renewal Options are substantially similar to the Renewal Options in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

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

ADOPTED this 3rd day of January 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned

Village Clerk

EXHIBIT A
CONTRACT

CONTRACT
VILLAGE OF WINNETKA

RFB #022-044

CONTRACT FOR

UTILITY POLE INSPECTION

Full Name of Bidder Intec Services, Inc. ("Bidder")
Principal Office Address 4001 Automation Way, Fort Collins, Colorado 80525
Local Office Address N/A
Contact Person Andrew P Kudick Telephone Number (970) 482-6550

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 *Utility Pole Inspection*.
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 lump sum 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 ***between April 1, 2023 and October 31, 2025.***

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Marine General Liability

Limits shall not be less than:

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

5. 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, 3, and 4 above.

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. 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: November 30, 2022.

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

Bidder's Name:

Intec Services, Inc.

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

(corporate seal)
(if corporation)

Printed Name: Andrew P. Kudick

Title/Position: President

Bidder's Business Address:

4001 Automation Way
Fort Collins, Colorado 80525

Bidder's Business Telephone: (970) 482-6550 Facsimile: (970) 482-6553

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

NAME	TITLE	ADDRESS
Andrew P Kudick	President	4001 Automation Way, Ft Collins, Co 80525
Robert Nelson	Secretary	4001 Automation Way, Ft Collins, Co 80525
Andrew Stewart	Treasurer	4001 Automation Way, Ft ollins, Co 80525

ATTACHMENT A – SPECIFICATIONS

A. General Conditions

1) PROJECT DESCRIPTION AND SCOPE OF WORK:

The Village of Winnetka has established a pole inspection program with the intent to take a proactive stance to inspect approximately 250 wooden distribution poles and provide remedial treatment and replacement of decaying and/or rejected poles.

The pole inspection shall focus approximately 250 poles, specified by work area. The Village will specify which poles require partial excavation inspection and a quantity of pole for treatment.

In the event there are poles with decay that are treatable, the Village would reserve the right to have them treated by awarded contractor or replaced with Village workers. Poles identified to have untreatable decay shall be classed/identified as “Reject” and replaced by the Village of Winnetka.

2) CONTRACTOR EXPECTATIONS:

The contractor will follow the procedures described as follows for the inspections.

- a) Inspectors shall have a minimum of two (2) years of experience and must be certified as being qualified for this work. The Village reserves the right to ask for evidence of previous experience and training in the form of letters of reference or written tests prior to awarding a contract.
- b) The Contractor shall have experience performing pole inspection and treatment of utility wood poles.
- c) The Contractor shall furnish, unless otherwise identified, all equipment, forms, labor, material, tools, tags, machinery, personal protection equipment (PPE) and incidentals for the completion of the project.
- d) The Contractor shall provide any required traffic protection.
- e) The Contractor will be responsible to insure that all inspection personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers in the area and rear lot lines.
- f) The Contractor will be responsible to insure their personnel have been trained in accordance with all applicable regulatory standards for working in and/around the utility equipment that will be examined.
- g) The Contractor shall provide a proposal of remedial pole treatment options (i.e. process, procedures, etc.).

3) EQUIPMENT TO BE INSPECTED:

- a) Partial excavation inspection or ground line inspection of approximately 250 poles.

4) REQUIRED DELIVERABLES:

- a) Sounding and boring at ground line of specific poles.
- b) Excavation of two side/areas at base of pole to inspect and complete three (3) sounding and borings of pole; 6" above ground line, at ground line and 6" below ground line.
- c) Evaluation to determine:
 - a. Minimum circumference of each pole.
 - b. Pole's integrity.
- d) Pole tagging of each pole validating inspection was completed.
- e) Remedial treatment of wooden poles, when applicable.
- f) Data collection and deliverable:
 - a. Written description and evaluation of pole condition.
 - b. Pole attributes (i.e. heights, class, type, manufacturer date, etc.).
 - c. Geographic location of each pole (i.e. X&Y coordinates, Facility Number, etc.).
 - d. Severity ranking/classification to determine the priority of repair.
 - e. Data available in editable MS office format (i.e. Excel, Access).
- g) For any anomaly that is identified as "Rejected" or deemed as a hazard, the Contractor shall notify the Village's Water & Electric Department Director.
- h) Prior to the start of work, the Village staff and contractor will agree upon the printed and electronic formats of the reports.
- i) The Village will provide the Contactor with the following information:
 - a. Pole maps (hard copy).
 - b. Pole maps (electronic) provided that Contractor accepts: Agreement Concerning Digital Map Information.
- j) Pole inspections can be performed Monday through Friday during the hours of 7:15 a.m. through 7:00 p.m. No work will be performed on Holidays or Sundays. With approval by the Director of Water & Electric, pole inspections can be performed on Saturdays during the hours of 9:00 a.m. through 5:00 p.m.

SCHEDULE OF UNIT PRICES FOR UTILITY POLE INSPECTION

	4/1/2023 to 10/31/2023	4/1/2024 to 10/31/2024	4/1/2025 to 10/31/2025
Partial Excavation Inspection			
(Include: excavation of two sides at the base of pole, inspection, three (3) sounding and borings of pole; 6" above ground line, at ground line and 6" below ground line)	<u>\$65.75</u> per pole	<u>\$69.05</u> per pole	<u>\$72.60</u> per pole
Sound and bore at Ground Line	<u>\$58.00</u> per pole	<u>\$60.90</u> per pole	<u>\$64.00</u> per pole
Treatment of restorable poles (includes Partial Excavation Inspection)	<u>\$98.75</u> per pole	<u>\$103.70</u> per pole	<u>\$109.00</u> per pole

The proposed contract is for a period of thirty-six (36) months with an option to extend, at the Village's discretion, an additional two (2) years. For the optional, additional 2 years, the 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 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. The 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.

ATTACHMENT B

AGREEMENT CONCERNING DIGITAL MAP INFORMATION

THIS AGREEMENT, is entered into this _____ day of _____, 20____, between (hereinafter referred to as "Consultant") and the Village of Winnetka (hereinafter referred to as "Village.")

WHEREAS, the Village has developed certain digital map information concerning certain real property located within the City, which property is the subject of the Consultant's work for the Village (hereinafter referred to as "Data"); and

WHEREAS, the Consultant has entered into an agreement with the Village for a certain project (hereinafter referred to as "Work") and would benefit from the use of the Data in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties hereto agree as follows:

1. The Village shall supply the Consultant with a digital copy of the Data subject to the following conditions:
 - a. The Data provided by the Village is limited to the scope of the Work which the Consultant is to provide for the Village and the Consultant shall limit its use of the Data to its intended purpose of furtherance of the Work;
 - b. The Consultant acknowledges hereby that:
 - ii The Data constitutes proprietary materials and trade secrets of the Village and will remain the property of the Village; and
 - ii The Consultant will not provide or make available the Data in any form to persons other than the Consultant's employees, for purposes specifically related to the Consultant's authorized use of the Data, without the prior written consent of the Village; and
 - c. At the request of the Village, the Consultant shall supply the Village with any and all information, which may have been developed by it, based the Data, in a form consistent with Village facilities.
2. The Village makes no guarantee as to the accuracy, completeness, or suitability of the Data in regard to the Consultant's intended use thereof.
3. The term "Data" as used herein shall mean any code or sequence of code characters readable by computers.
4. The Consultant shall indemnify and hold harmless the Village, its officials, officers, independent Consultants, agents, employees, successors and assigns from and against any loss, damage, cause of action, fine or judgment, including all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses incident thereto) which may arise out of or in connection with the Consultant's negligent acts, errors, or omissions in performances of professional services in connection with this Agreement or the use of the Data.
5. This Agreement shall remain in full force from and after its Village execution and until such time as the Work has been completed to the satisfaction of the Village, at which time the Consultant shall cease its use of the Data for any purpose whatsoever. An authorized representative of the Village, upon request, shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the Data has been discontinued.

6. Notwithstanding anything to the contrary contained hereinabove, the Village may terminate this Agreement upon notice, effective immediately, in the event the Consultant fails to comply with any of the terms and conditions hereof.
7. All notices that are required hereunder, or which either the Village or Consultant may desire to serve upon the other Party, shall be in writing, and shall be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:

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

If to the Consultant:

Intec Services, Inc.
4001 Automation Way
Fort Collins, Colorado 80525

8. The Consultant certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST



ATTEST

Consultant 

By 

Its Andrew P Kudick/President Intec Services, Inc.

Village of Winnetka

Village Manager

**VILLAGE OF WINNETKA
CONTRACT FOR UTILITY POLE INSPECTION SERVICES
BID PACKAGE**

BIDDER'S SWORN WORK HISTORY STATEMENT

Andrew Kudick/President Intec Services, Inc. ("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: Utility Pole test & treatment

2. Composition of Work

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

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

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 30 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: Please see below

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years: Please see Client Reference in Appendix E

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name			
Owner Address			
Reference			
Telephone Number			
Type of Work			

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor
(If Bidder was)
(Subcontractor)

Amount of Contract

Date Completed

DATED: November 16, 2022.

Bidder

Attest

By: Andrew P Kudick

By: Amy Rittenhouse

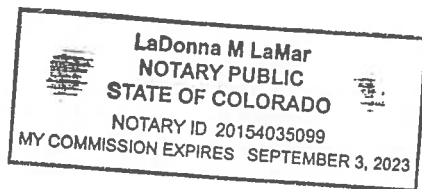
Title: President

Title: Accountant

Subscribed and Sworn to before me on November 16, 2022.

Notary Public

My commission expires: September 3, 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-07-2023: Awarding a Contract to Weg Transformer USA LLC for a 300 kVA Pad Mount Transformer (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: January 3, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

The Water & Electric Department issued Bid #022-052 for the purchase of a 300 kVA pad-mount transformer. The bid notice was posted to the on-line bidding service Demand Star. Two vendors submitted the following bids.

Wesco, an utility equipment distributor, submitted a bid based on a transformer manufactured by Hitachi Energy / ABB.

Unit Price: \$28,996 with escalation

Estimated Delivery: 81 weeks

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

Unit Price: \$27,855 with escalation

Estimated Delivery: 84-86 weeks

The bid document specified that bidders provide a firm unit price or specify how escalation will be determined on the specified transformers. Due to the extended lead times and market uncertainty, both the manufacturers did not provide a firm price requirement and included escalation policies. Weg bid a transformer manufactured by their company. Wesco bid a transformer manufactured by ABB/Hitachi Energy.

This transformer is not earmarked for any particular project, rather it is to ensure adequate future working inventory for the electric utility in light of the ongoing disruptions in the transformer market. Staff anticipates using one existing 300 kVA transformer from inventory for a five unit multi-family structure that is scheduled to start in 2023. The proposed transformer will replenish inventory.

Based on lead time, the transformer will arrive in 2024. The transformer will be included in the fiscal year 2024 budget.

Resolution No. R-07-2023, prepared by the Village Attorney, awards a contract to Weg for the purchase

of a 300 kVA pad mount transformer in an amount of \$27,855, subject to a price adjustment per the contract terms.

RECOMMENDATION:

Consider adoption of Resolution No. R-07-2023, Awarding a contract to Weg Transformers USA, LLC for the purchase of a 300 kVA pad mount transformer in an amount of \$27,855 subject to a price adjustment per the contract terms.

ATTACHMENTS:

1. Resolution No. R-07-2023: Awarding Contract to WEG Transformer USA LLC

RESOLUTION NO. R-07-2023

**A RESOLUTION AWARDING A CONTRACT TO WEG TRANSFORMER USA LLC
FOR A 300 KVA PAD MOUNT TRANSFORMER**

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 November 28, 2022, the Village issued Request for Bid #022-052 ("**Requests for Bids**") for the purchase of a 300 kVA Pad Mount Transformer ("**Transformer**"); and

WHEREAS, the Village received two bids ("**Bids**") to provide the Transformer and opened the Bids on December 15, 2022; and

WHEREAS, WEG Transformer USA, LLC ("**Weg**") was determined to be the lowest responsible and responsive bidder to provide the Transformer; and

WHEREAS, the Village Council desires to enter into a contract with Weg for the Village to purchase the Transformer in an amount of \$27,855.00, subject to a price adjustment pursuant to the terms of the contract attached hereto as **Exhibit A** and, by this reference, made a part of this Resolution ("**Contract**"); and

WHEREAS, Village staff has recommended that the Village Council enter the Contract with Weg for the Transformer; and

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

January 3, 2023

R-07-2023

ADOPTED this 3rd day of January, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

CONTRACT

EXHIBIT A
VILLAGE OF WINNETKA

CONTRACT/BID
FOR 300KVA 208.120 Three Phase Pad-Mount Transformer

Full Name of Bidder:

WEG Transformers USA
("Bidder")

Principal Office Address:

6350 WEG Drive
Washington, MO. 63090

Local Office Address:

Contact Name: Holly Wassall Telephone: [REDACTED] hwassall@weg.net

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 ***Specifications 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
495937537-0010	300 KVA Transformer	See pricing form in Attachment A.	\$27,855.00	

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) The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.
- (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 _____, 20___. 84-86 weeks after receipt of PO

4. Financial Assurance.

A. Indemnification. If this Contract/Bid is accepted, Bidder shall and hereby agrees to indemnify, defend and save harmless the Owner, 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 Bidder, 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.

The Village requests firm pricing. If you are unable to provide firm pricing, please provide detail on how escalation will be determined.

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 interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 30th date of November 2022

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. **300 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

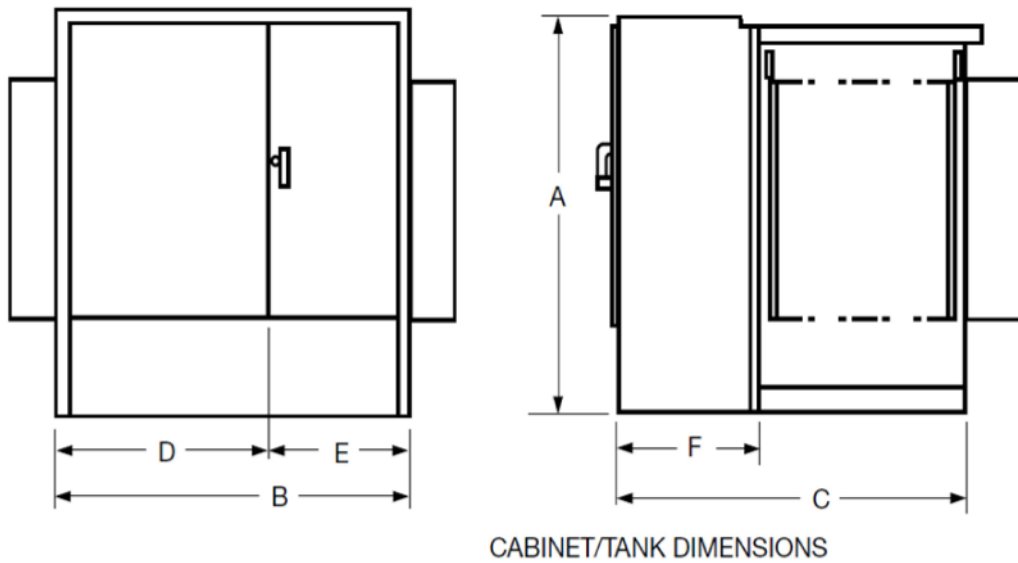
4. TRANSFORMER TECHNICAL REQUIREMENT

- 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

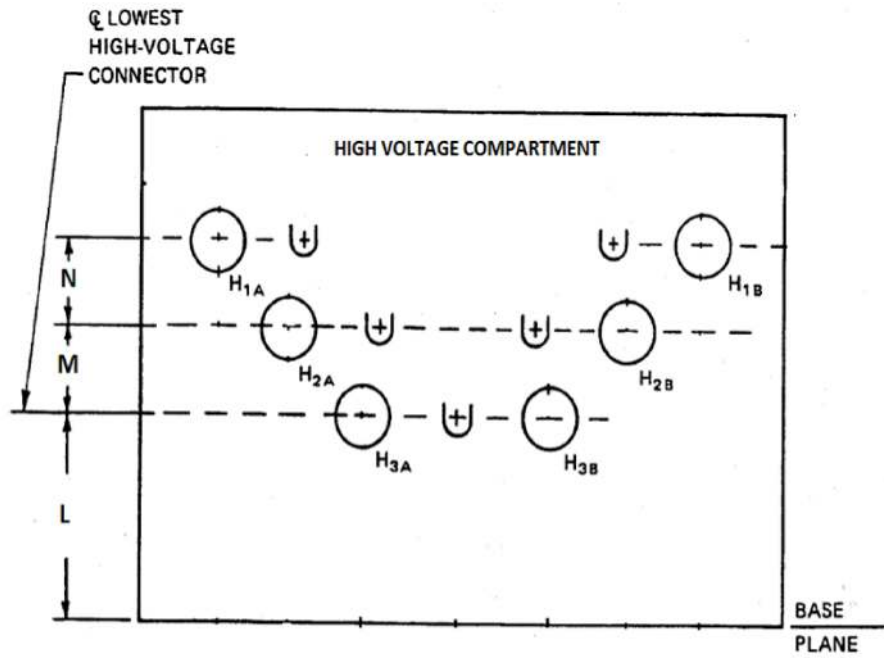
k. Reference Drawings:

Figure #1
Exterior Dimensions



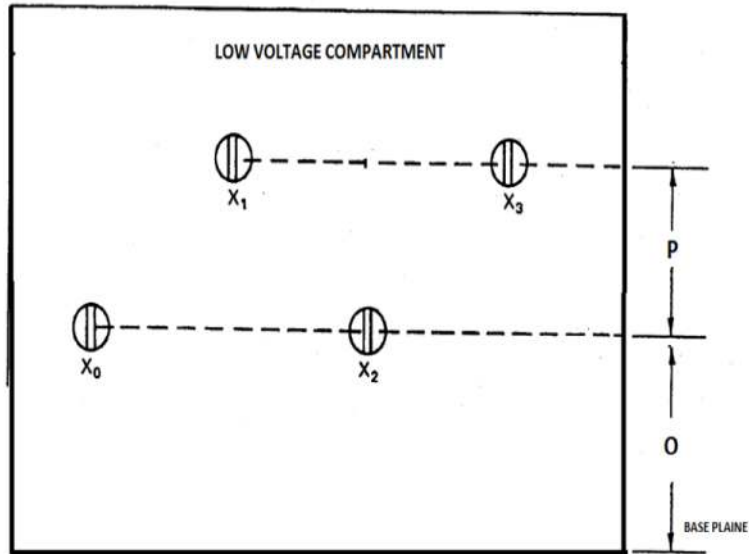
Exterior Dimension		
Dimension	Measurement (inches)	
A	TBD OEM	
B	65.5	
C	TBD OEM	
D	38	
E	28	
F	19.5	

Figure #2
High Voltage Compartment



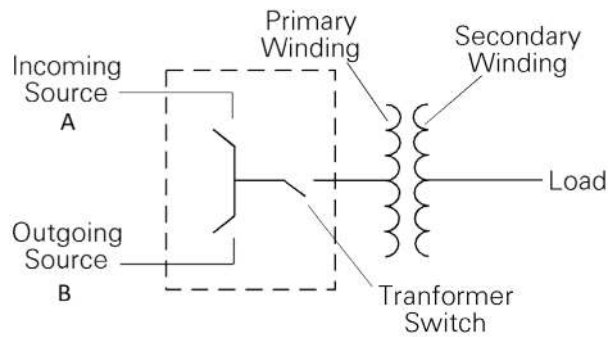
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	26.5
M	7
N	7

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: 300
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 Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
300	1	\$27,855.00	479	2672	84-86

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, please provide detail on how escalation will be determined.

Customer Name: Village of Winnetka

Attn: Anthony Vasquez
Email: avasquez@winnetka.org

PROJECT REFERENCE: #022-052

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,


Holly Wassall
Account Specialist
Utility Sales

General Conditions

Validity	From 11/30/2022 through 12/31/2022
Product(s)	Three Phase Pad-Mount Transformer(s)
Location	Unit(s) will be manufactured in Washington, Missouri
Prices	Subject to escalation 30 days prior to shipment. https://weg.us/wp-content/uploads/2022/02/Escalation-notice-Distribution-Transformers-Spot-Term-Contract.pdf
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

Please review our quotation before placing an order. Feel free to contact me with any questions or comments regarding your quote.

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 or through the link:

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



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: 11/30/2022
Quotation Number: 495937537
Item Number: 0010

Customer Line No.:	RFB 022-052	Quantity:	1
Unit Price:	\$27,855.00 USD	Extended Price:	\$27,855.00 USD
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	300 kVA	Model#:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 Delta	Secondary Voltage:	208Y/120
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	AL	LV Winding Matl:	AL
High Voltage Taps:	N Taps - No Taps		
No Load Loss:	479 Watts @ 20 °C	Load Loss:	2672 Watts @ 85 °C
Impedance:	5.01 %	Total Loss:	3151 Watts

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 13x19

Cabinet Depth: 19 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed Custom Dimensions

Dead Front Primary Terminations: Wells , 6 Inserts

Secondary Terminations: Epoxy Bushings w/ Thread-On 8 Hole Brass J Spades w/Spade Support

Neutral: L.V. Neutral Bushing with Removable Grounding Strap

{ Protection }

Weak Link Cartridge (0),

15kV / 12.70 MCOV Under Oil Arresters,

{ Switching }

2, 2-Position Line Switches & 1,2-Position Transformer Switch (3 Switches Total)(300 Amps),

{ Additional Notes }

Pressure Relief Valve Viat 302-060-01N, Drain Plug,

Liquid Level (SightGauge),

1" FILL PLUG WITH SCHRADER VALVE

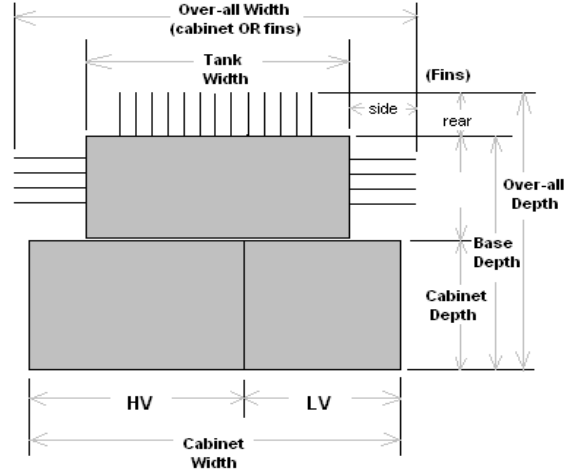
Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 84 TO 86 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by hwassall on 11/30/22

FOOTPRINT - Preliminary Dimensions; NOT for construction

Village of Winnetka-Power One



Item	kVA	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					
22NOV-495937537-0010	300	208	58	51	62	58	51	22	33.6	23.1	50	none	none	185	4057

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: _____



Agenda Item Executive Summary

TITLE: Resolution No. R-08-2023: Approving an Agreement with Phoenix Fire Systems, Inc. for the Design and Installation of a Fire Protection System for the South Load Center (Adoption)

PRESENTER: Nicholas Narhi

AGENDA DATE: January 3, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

As part of the Electric Fund's Capital Plan, a fire suppression system has been planned for the South Load Center. The existing fire protection system provides only an alarm indication. Protecting the functionality of the critical infrastructure in the South Load Center is instrumental to power distribution should an event occur. A clean agent (gaseous) system will be installed similar to the other distribution load center and Northfield Substation.

EXECUTIVE SUMMARY:

As part of the approved 2023 Electric Fund Budget, funding in the amount of \$150,000 (account #500.42.36-660) was allocated for the construction of fire protection improvements at the South Load Center. Request for Bid (RFB) #022-050 was issued for the professional services required to design and build the fire protection improvements associated with the South Load Center. As noted in the RFB, the scope includes the design, equipment selection, equipment procurement, building modification, installation and commissioning of a clean agent fire suppression system within the building.

Only bidders that met the pre-qualification requirement were allowed to submit bids. Each bidder had to provide evidence that their firm was certified by the manufacturer for the design and installation of the selected clean agent system. A clean agent system uses a gaseous agent instead of water to diffuse a fire. This gaseous agent does not conduct electricity or leave a residue, which makes it ideal for fire suppression inside substations.

Staff received two bids from vendors which were opened on December 19, 2022. Phoenix Fire Systems in the amount of \$61,883 and ORR Protection Systems in the amount of \$102,556.

Phoenix Fire Systems has previously installed a similar style of fire protection system at the Village's Plant Load Center (Reference Resolution No. R-44-2018). Based on the successful completion of the prior project, staff is recommending award of a contract to Phoenix Fire Systems.

Resolution No. R-08-2023, prepared by the Village Attorney, authorizes the Village President to

execute and the Village Clerk to attest a contract with Phoenix Fire System for the design and construction of a fire protection system at the South Load Center.

RECOMMENDATION:

Consider adoption of Resolution No. R-08-2023; Approving an agreement with Phoenix Fire Systems, Inc. for the design and installation of a fire protection system for the South Load Center in an amount not to exceed \$61,883.

ATTACHMENTS:

1. Resolution No. R-08-2023: Approving an Agreement with Phoenix Fire System, Inc. for South Load Center Fire Protection Design-Build

RESOLUTION NO. R-08 -2023

**A RESOLUTION APPROVING AN AGREEMENT WITH
PHOENIX FIRE SYSTEMS, INC. FOR THE DESIGN AND INSTALLATION OF A
FIRE PROTECTION SYSTEM FOR THE SOUTH LOAD CENTER**

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 Water and Electric Department has identified the need to improve the fire protection system at the South Load Center, which contains critical infrastructure; and

WHEREAS, the Village desires to obtain professional services for the design, construction, and installation of fire protection system improvements for the South Load Center ("***Work***"); and

WHEREAS, the Village issued Bid #022-050 for the performance of the Work; and

WHEREAS, the Village received bids for the Services from two bidders and opened the bids on December, 19, 2022; and

WHEREAS, Phoenix Fire Systems, Inc. of Frankfort, Illinois ("***Consultant***") was determined to be qualified, and submitted the lowest responsible and responsive bid to perform the Work; and

WHEREAS, the Village has determined that Consultant's proposal to perform the Work best meets the needs of the Village; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the performance of the Work in an amount not to exceed \$61,883.00 ("***Agreement***"); and

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

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

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

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

{00129932.1}
January 3, 2023

R- 08 -2023

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

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

ADOPTED this 3rd day of January, 2023, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

EXHIBIT A
VILLAGE OF WINNETKA
CONTRACT FOR THE
SOUTH LOAD CENTER FIRE PROTECTION

Contract Number: *[RFB #022-050]*

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I The Work	3
1.1 Performance of the Work	3
1.2 Commencement and Completion Dates	3
1.3 Required Submittals	4
1.4 Review and Interpretation of Contract Provisions	5
1.5 Conditions at the Work Site; Record Documents/Drawings	5
1.6 Technical Ability to Perform.....	6
1.7 Financial Ability to Perform.....	6
1.8 Time.....	6
1.9 Safety at the Work Site.....	7
1.10 Cleanliness of the Work Site and Environs.....	7
1.11 Damage to the Work, the Work Site, and Other Property.....	7
1.12 Subcontractors and Suppliers	8
1.13 Simultaneous Work By Others.....	8
1.14 Occupancy Prior to Final Payment.....	8
1.15 Owner's Right to Terminate or Suspend Work for Convenience	8
ARTICLE II Changes And Delays.....	9
2.1 Changes	9
2.2 Delays.....	9
ARTICLE III Contractor's Responsibility For Defective Work.....	10
3.1 Inspection; Testing; Correction of Defects.....	10
3.2 Warranty of Work.....	10
3.3 Owner's Right to Correct	11
ARTICLE IV Financial Assurances.....	11
4.1 Bonds.....	11
4.2 Insurance.....	11
4.3 Indemnification.....	12
ARTICLE V Payment	12
5.1 Contract Price	12

CONTRACT

5.2	Taxes and Benefits	12
5.3	Progress Payments.....	12
5.4	Final Acceptance and Final Payment	13
5.5	Liens	14
5.6	Deductions.....	14
ARTICLE VI	Disputes And Remedies.....	15
6.1	Dispute Resolution Procedure	15
6.2	Contractor's Remedies	15
6.3	Owner's Remedies.....	16
6.4	Owner's Special Remedy for Delay	17
6.5	Terminations and Suspensions Deemed for Convenience	17
ARTICLE VII	Legal Relationships And Requirements.....	17
7.1	Binding Effect	17
7.2	Relationship of the Parties.....	17
7.3	No Collusion/Prohibited Interests	18
7.4	Assignment	18
7.5	Confidential Information	18
7.6	No Waiver	18
7.7	No Third Party Beneficiaries.....	19
7.8	Notices	19
7.9	Governing Laws	19
7.10	Changes in Laws.....	20
7.11	Compliance with Laws	20
7.12	Compliance with Patents	21
7.13	Time.....	21
7.14	Severability	21
7.15	Entire Agreement.....	21
7.16	Amendments.....	22

Contractor's Certification

Attachment A: Supplemental Schedule of Contract Terms

Attachment B: Specifications

CONTRACT

VILLAGE OF WINNETKA CONTRACT FOR THE SOUTH LOAD CENTER FIRE PROTECTION

Contract Number: [*RFB #022-050*]

In consideration of the mutual promises set forth below, the *Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093*, an Illinois municipal corporation ("Owner"), and *[name and address of successful bidder]*, a *[form of organization]* ("Contractor"), make this Contract as of December 12, 20 22, (the "Effective Date") and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

CONTRACT

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide *[three]* complete sets for each Required Submittal. All Required Submittals, except Documents/Drawings, must be prepared on white 8-1/2" x 11".

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

CONTRACT

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Documents/Drawings

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

CONTRACT

representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work

CONTRACT

under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

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

3.2 Warranty of Work

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

CONTRACT

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

5.6 Deductions

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

CONTRACT

Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, Documents/Drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any

CONTRACT

obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

CONTRACT

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute

CONTRACT

or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

Village of Winnetka	<u>with a copy to:</u>
510 Green Bay Road	Elrod Friedman, LLP
Winnetka, IL 60093	325 North LaSalle Street, Suite 450
Attention: _____	Chicago, Illinois 60654
	Attention: <u>Peter M. Friedman</u>

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

<u>[Phoenix Fire Systems, Inc.]</u>	<u>with a copy to:</u>
744 Nebraska Street	_____
Frankfort, IL 60423	_____

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

A. **Compliance Required.** Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. **Prevailing Wage Act.** Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the Contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers

CONTRACT

and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are

CONTRACT

no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

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

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

Village of Winnetka

By: _____

Name: _____

Title: _____

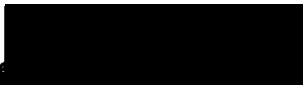
Attest:

By: _____

Name: _____

Title: _____

[name of contractor]

By: Phoenix Fire Systems, Inc. 

Name: Kirk Humbrecht 

Title: President

Attest:

By: 

Name: Kathleen Ores 

Title: Secretary

STATE OF ILLINOIS)
)
COUNTY OF Will) SS

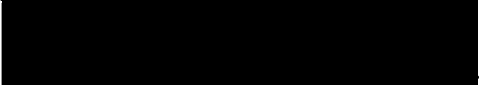
CONTRACTOR'S CERTIFICATION

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

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

DATED: December 12, 20 22.

[name of contractor]

By: 

Name: Kirk Humbrecht

Title: President

Attest:

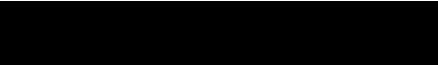
By: 

Name: Kathleen Ores

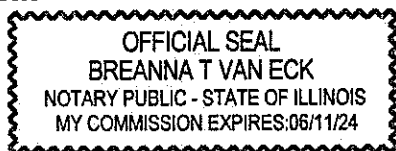
Title: Secretary

Subscribed and Sworn to before me on December 12, 20 22.

My Commission expires: June 11th, 2024


Notary Public

(SEAL)



**VILLAGE OF WINNETKA
CONTRACT FOR THE
SOUTH LOAD CENTER FIRE PROTECTION**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Village of Winnetka is accepting bids from qualified firms to provide the design, engineering, procurement, and commissioning of a clean agent fire suppression system for the South Load Center substation. The substation consists of 12.47kV switchgear, batteries, battery charger and energized high voltage cables.

The existing facility currently has fire detection system on one level but there is no existing fire suppression system. The design of fire protection infrastructure shall ensure compliance with industry's standards for fire prevention, suppression, and containment of the South Load Center substation, as per.

Institute of Electrical and Electronic Engineer (IEEE)
Edison Electric Institute (EEI)
International Fire Code 2009
International Building Code 2009
NFPA 13-2010
NFPA 72-2010
NFPA 2001 - Standard on Clean Agent Fire Extinguishing Systems
National Electric Code – 2008
Village of Winnetka local amendments

The Village reserves the right to reject any and all bids. The Village also reserves the right to reduce the work scope due to budgetary constraints.

2. Work Site:

The Village of Winnetka South Load Center at 1170 Spruce St., Winnetka, IL 60093.

3. Commencement Date:

No later than 30 days after execution of the Contract by Owner.

4. Completion Date:

The work shall be designed, scheduled, and performed no later than 120 days after award. As-built drawings will be provided to the Owner no later than thirty (30) days following completion of the Work.

5. Insurance Coverage:

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

"X", "C", and "U" exclusions must be deleted.

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

All employees must be included as insured.

- D. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

8. **Contract Price:**

SCHEDULE OF PRICES

B. Lump Sum Contract

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

Total Base Bid	\$ 61,883.00
-----------------------	---------------------

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

9. **Progress Payments:**

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.
- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract

and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

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

10. Per Diem Administrative Charge:

\$250.00 per day

11. Standard Specifications:

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

**VILLAGE OF WINNETKA
CONTRACT FOR
SOUTH LOAD CENTER FIRE PROTECTION**

ATTACHMENT B

SPECIFICATIONS
Project Description and Scope of Work

The South Load Center Substation is located at 1170 Spruce Street in Winnetka. The building consists of one (1) level that contains 12.47kV switchgear, circuit breakers and a standby battery bank system.

The scope of the work will be composed of following tasks.

Task 1 - Project Kickoff and Data Collection/Review:

- Meet with staff to review available background information including pertinent
 - Village documents that relate to the project.
 - South Load Center plans.
 - Review of existing facilities.
 - Any testing for room "integrity" that is required will be the responsibility of the bidder.
- Design of system is to be focused on asset protection to ensure continuity of water and electric operations.

Task 2 - Project Assessment and Design:

- Visit the site as necessary to finalize design detail and layout.
- Determine infrastructure changes required to;
 - Design fire alarm panel/system.
 - Seal the building from external elements,
 - Install a clean agent, waterless, fire suppression system,
 - Estimated space 48-feet by 26-feet
 - Have cross zoning for early warning detection,
 - Interface the system with building fire alarm and monitoring system at the Electric Plant,
 - Interface the system with "RED center" monitoring
 - Location of outside strobe device that flashes upon activation of system,
 - Identify the location of the tanks,
 - Identify location of the two (2) abort switch(es) for each exit and telephone.
 - Incorporate shut down for building air handling units and block heaters
- Clean agent fire suppression system proposed shall be readily available with an anticipated market availability of a minimum of ten (10) years that the gas will not be recalled or unavailable.
 - Preferred **NOVEC 1230 Clean Agent** if it meets specification.

- For the clean agent proposed, knowledgeable maintenance and support providers shall be located within Chicagoland area.
- Clean agent specified shall be non-corrosive, non-conductive, safe for humans, no residue, and no clean-up.
- Fire system to have the capability to send a signal to the Village's SCADA system for monitoring.
- Provide specifications for materials that will be used to seal cable ducts entering the building and between levels
 - **Note:** Duct banks consist of energized cables.
 - Equipment specification to be reviewed and approved of the W&E Director.
- Provide detailed engineering calculation and proposed fire suppression system design (construction drawings and equipment specifications)
 - Design to be reviewed and approved by the Village of Winnetka Community Development Department and the Fire Department. The Water & Electric Department will pay the review fee for the initial submittal. Any subsequent review fees will be paid by the contractor.

Task 3 – Equipment Procurement and Commission of Project:

- Procure equipment specified in the approved construction design.
- Provide labor and material to install fire alarm panel/system
- Provide labor and materials to install and modify/update fire detection system.
- Provide labor and materials to install alarm indication (audio and visual) system.
- Provide labor and materials to install monitoring system communications with Electric Plant.
- Provide labor and material to install monitoring system communications to Village owned wireless radio which communicates to "RED Center"
 - The Village shall procure a wireless radio for communication
- Provide labor and material to seal building entries, access between levels and fire penetrations
- Existing ventilation louver penetrations to be sealed by the Village under a separate contract.
- Air Conditioning system to be installed by Village under a separate contract.
- Existing electric block heaters to remain.
- Provide labor and material to seal cable duct with energized cables,
 - The Village to assist with the installation.
- Provide labor and material to install clean agent fire suppression system
 - Shall include storage tanks, nozzles and miscellaneous piping/fittings.
 - Ensure there is minimal changes to the exterior appearance
- Commissioning of fire suppression system,
 - Includes all associated field functional testing.
 - Includes obtaining final acceptance test approval from Fire Department
 - **System to be built and commissioned by December 31, 2023**

Task 4 – Training & Documentation:

- Provide onsite training for equipment operation, trouble shooting, system enable/disable for electrical plant employees (over multiple sessions to cover shift workers)
- Provide three overview sessions on consecutive business days for fire department training,
- Provide testing guidelines for the detection equipment and suppression system
- Provide maintenance guidelines for the detection equipment and suppression system
- Manufacturer manuals that include operation description and trouble shooting
 - (3) hard copy and a copy in PDF format
- Control schematic diagram and wiring diagram
 - (3) hard copy and a copy in PDF and AutoCAD formats
- All associated “As Built” drawings
 - (3) hard copy and a copy in PDF and AutoCAD formats

ATTACHMENT D

AGREEMENT CONCERNING DIGITAL MAP INFORMATION

THIS AGREEMENT, is entered into this _____ day of _____, 20____, between (hereinafter referred to as "Consultant") and the Village of Winnetka (hereinafter referred to as "Village.")

WHEREAS, the Village has developed certain digital map information concerning certain real property located within the City, which property is the subject of the Consultant's work for the Village (hereinafter referred to as "Data"); and

WHEREAS, the Consultant has entered into an agreement with the Village for a certain project (hereinafter referred to as "Work") and would benefit from the use of the Data in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties hereto agree as follows:

1. The Village shall supply the Consultant with a digital copy of the Data subject to the following conditions:
 - a. The Data provided by the Village is limited to the scope of the Work which the Consultant is to provide for the Village and the Consultant shall limit its use of the Data to its intended purpose of furtherance of the Work;
 - b. The Consultant acknowledges hereby that:
 - ii The Data constitutes proprietary materials and trade secrets of the Village and will remain the property of the Village; and
 - ii The Consultant will not provide or make available the Data in any form to persons other than the Consultant's employees, for purposes specifically related to the Consultant's authorized use of the Data, without the prior written consent of the Village; and
 - c. At the request of the Village, the Consultant shall supply the Village with any and all information, which may have been developed by it, based the Data, in a form consistent with Village facilities.
2. The Village makes no guarantee as to the accuracy, completeness, or suitability of the Data in regard to the Consultant's intended use thereof.
3. The term "Data" as used herein shall mean any code or sequence of code characters readable by computers.
4. The Consultant shall indemnify and hold harmless the Village, its officials, officers, independent Consultants, agents, employees, successors and assigns from and against any loss, damage, cause of action, fine or judgment, including all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses incident thereto) which may arise out of or in connection with the Consultant's negligent acts, errors, or omissions in performances of professional services in connection with this Agreement or the use of the Data.

5. This Agreement shall remain in full force from and after its Village execution and until such time as the Work has been completed to the satisfaction of the Village, at which time the Consultant shall cease its use of the Data for any purpose whatsoever. An authorized representative of the Village, upon request, shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the Data has been discontinued.
6. Notwithstanding anything to the contrary contained hereinabove, the Village may terminate this Agreement upon notice, effective immediately, in the event the Consultant fails to comply with any of the terms and conditions hereof.
7. All notices that are required hereunder, or which either the Village or Consultant may desire to serve upon the other Party, shall be in writing, and shall be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:

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

If to the Consultant:

8. The Consultant certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST

ATTEST

Consultant

By _____

Its _____

Village of Winnetka

Village Manager



Agenda Item Executive Summary

TITLE: Resolution No. R-09-2023: Approving a Joint Funding Agreement - Willow Road Project (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: January 3, 2023

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

- 11/15/22 - Village Council approved Resolution No. R-110-2022 - authorizing the Village to enter into a Local Public Agency Engineering Services Agreement with IDOT for the Engineering Design of Willow Road.
- 11/15/22 - Village Council approved Resolution No. R-109-2022 - authorizing use of Motor Fuel Tax funds for the Village's portion of Professional Engineering Design Services (Phase II) costs for a federal aid project for improvements to the Willow Road for an amount not to exceed \$292,500.

EXECUTIVE SUMMARY:

The Village is planning to reconstruct Willow Road from the western Village limits to Provident Avenue beginning as early as 2024 and being substantially completed in 2025 in conjunction with the proposed western Stormwater Improvements. To complete the funding approval process with the State, the Village will be required to enter into a joint funding agreement.

The Village has obtained federal funding assistance, through a "Surface Transportation Program" (STP) grant award through the Chicago Metropolitan Agency for Planning (CMAP), for Professional Engineering Design Services (Phase II) for the proposed roadway reconstruction project on Willow Road. The limits of this reconstruction project are from the Village's western municipal limits to Provident Avenue. The Surface Transportation Program provides a funding source for the reconstruction of FAU designated roadways. The Program is aimed at providing more flexibility in determining transportation solutions and enhanced planning and management systems to the states and local governments.

On November 15, 2022, the Village Council awarded the design contract to Strand Associates, Inc. for an amount not to exceed the price of \$975,000. Strand has proposed completing the design and permitting of this project for a not to exceed amount of \$975,000. The awarded federal funding source funds 70% of the eligible design services, for a not to exceed amount of \$682,500. The Village's MFT contribution of 30% is proposed at a not to exceed amount of \$292,500.

The Village will be using allocated Motor Fuel Tax Dollars to pay for the Village's portion of participating costs. On November 15, 2022 the Village Council approved Resolution No. R-109-2022 authorizing the use of Motor Fuel Tax funds for the Village's portion of Professional Engineering Design Services (Phase II).

To complete the funding approval process with the State, the Village will be required to enter into a joint funding agreement. The use of state and federal funding requires the execution of a joint funding agreement between Winnetka, referred to as the Local Public Agency (LPA) in the agreement, and the Illinois Department of Transportation (IDOT). This agreement identifies the location of the project, scope of work, division of cost, jurisdiction and maintenance responsibilities, and other legal requirements. The proposed Joint Funding Agreement for consideration is attached (IDOT Form BLR 05310PE).

With the Village Council approvals of Resolution No. R-109-2022 (Authorization to use MFT Funds) & Resolution No. R-110-2022 (Engineering Design Agreement), staff is recommending that the council consider approving Resolution No. R-09-2023 authorizing the Village to enter into a Local Public Agency Joint Funding Agreement (BLR 05310PE) with IDOT for the Engineering Design of Willow Road with an obligation not to exceed \$292,500.

RECOMMENDATION:

Consider adopting Resolution No. R-09-2023: authorizing the Village to enter into a Local Public Agency Joint Funding Agreement (BLR 05310PE) with IDOT for the Engineering Design of Willow Road with an obligation not to exceed \$292,500.

ATTACHMENTS:

1. Resolution No. R-09-2023: IDOT Joint Funding Agreement

RESOLUTION NO. R-09-2023

**A RESOLUTION APPROVING A LOCAL AGENCY JOINT FUNDING AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

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 desires to reconstruct Willow Road from the western boundary of the Village to Provident Avenue ("**Project**"); and

WHEREAS, to receive federal reimbursement for Village expenditures related to the engineering work for the Project, the Village must enter into a local agency joint funding agreement ("**Agreement**") with the Illinois Department of Transportation ("**IDOT**"); 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 IDOT;

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 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 authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Agreement.

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

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 3rd day of January, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Winnetka	Cook	08-00103-00-FP

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAQ	02-06-0021

Engineering

Right-of-Way

State Job Number	Project Number	State Job Number	Project Number
D-91-873-09	XSWE(226)		

☒ Local Administered Engineering ☐ Right-of-Way ☐ Other

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	To
Willow Road	FAU 3561	0.87 Mi.	From 0.57	1.44

Location Termini

West Village Municipal Limits to Provident Avenue

Current Jurisdiction	Existing Structure Number(s)	Add Location
IDOT	N/A	Remove

PROJECT DESCRIPTION

PHASE II - reconstruction of Willow Road.

THE LPA AGREES:

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for the preliminary engineering work required to complete the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

9. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete the project.
10. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
11. To include the certifications, listed in item 13 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
12. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or other locally administered work.
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor

receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** Preliminary engineering projects - the period of performance (end date) for state and federal obligation purposes is ten (10) years. The **LPA** must begin right-of-way acquisition for, or actual construction of, the project for which preliminary engineering work is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized. In the event that this work is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

For Right-of-Way projects - the period of performance (end date) for state and federal obligation purposes is fifteen (15) years from the execution date of the agreement. The **LPA** must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized. In the event that construction is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Granter agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	GATA Reporting

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Chris Rintz

Title of Official

Village President

Signature

Date

The above signature certifies the agency's TIN number is
366006162 conducting business as a Governmental Entity.

DUNS Number 884344540

UEI

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

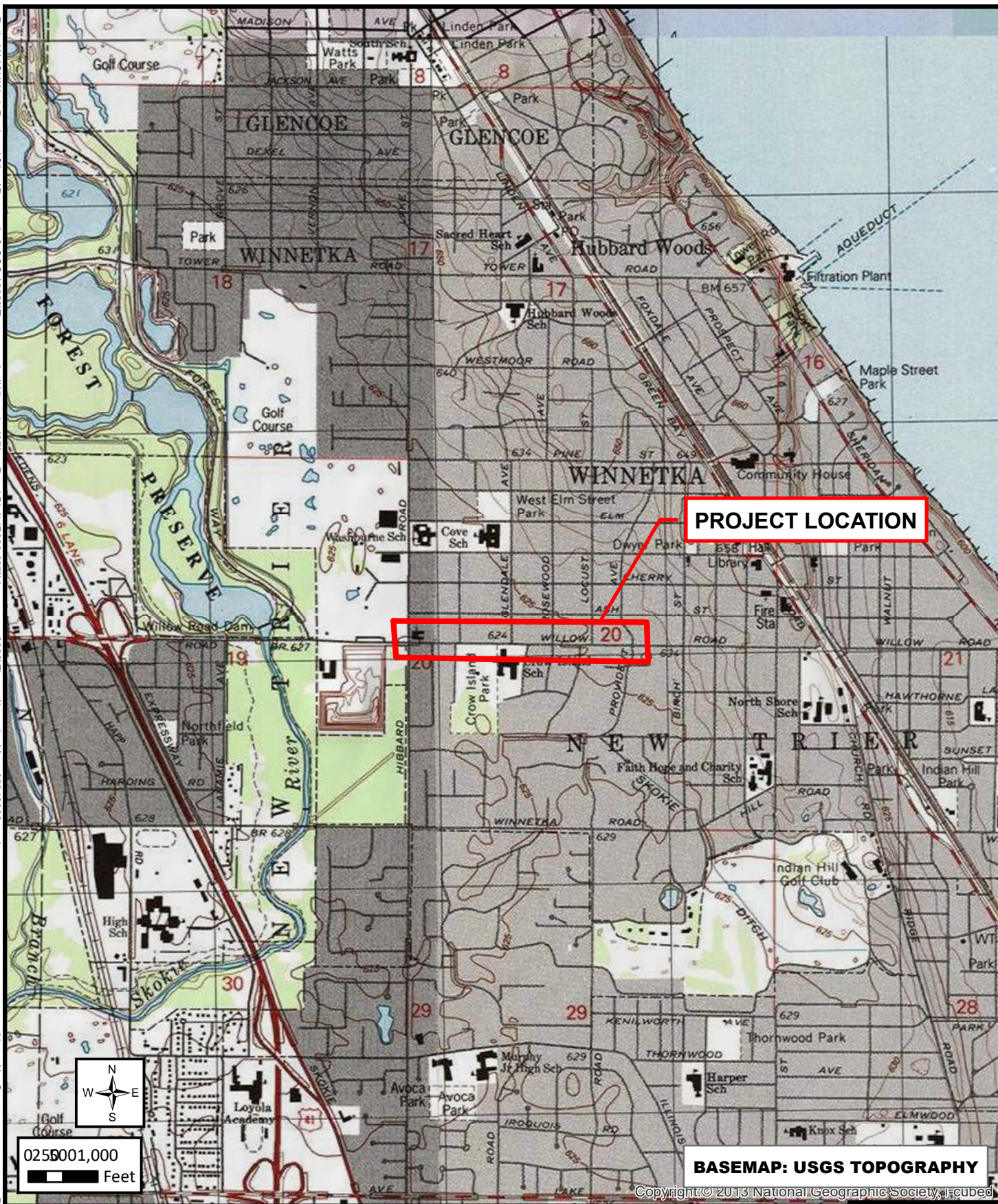
Yangsui Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an **APPOINTED official**, a resolution authorizing said appointed official to execute this agreement is required.



ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
Village of Winnetka		Cook		08-00103-00-FP	
Job Number	Project Number	Job Number	Project Number		
D-91-873-09	XSWE(226)				
Engineering		Right-of-Way			

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Preliminary Engineering	STU	\$682,500.00	*				LOCAL	\$292,500.00	BAL	\$975,000.00
Total		\$682,500.00		Total			Total	\$292,500.00		\$975,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

***Maximum FHWA (STU) participation 70%, not to exceed \$682,500**

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



Agenda Item Executive Summary

TITLE: Ordinance No. MC-01-2023: Sign Code Amendments (Introduction)

PRESENTER: David Schoon

AGENDA DATE: January 3, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

10/11/2022 - Council held a study session to review the Design Review Board recommendations regarding amendments to the Village Sign Code and Design Guidelines regarding window signs and sign variation standards. (<https://winnetkail.portal.civicclerk.com/event/534/overview>)

EXECUTIVE SUMMARY:

On January 3, 2023, the Village Council is scheduled to consider introduction of Ordinance No. MC-01-2023, an Ordinance Amending Chapter 15.60 of the Winnetka Village Code and the Village's Design Guidelines Concerning Sign Regulations. (**Attachment 1**).

At its October 11, 2022, Study Session, the Council reviewed the Design Review Board's recommendations regarding proposed amendments to the Village's requirements regarding window sign requirements and design guidelines as well as sign variation standards. A copy of the minutes from that meeting can be found in **Attachment 2**. The Council liked the approach the DRB recommended that would allow staff to administratively review and approve certain window signs. If a proposed sign does not comply with the standards for administrative approval, the proposed window sign would require review and approval by the DRB. Those signs requiring review and approval by the DRB would also need to meet certain requirements (e.g., sign area limitations, etc.), and if the signs did not, the applicant would have to request variations from those requirements.

The Council also liked the proposed amendments to the sign variation standards that the DRB considers when reviewing any type of sign variation request, not just window signs. The one change that the Council asked to be made is that the Sign Code allow an applicant to request a sign code variation to allow a sign to be painted directly on the wall of a building, fence, or similar structure. Ordinance MC-01-2023 contains such language. **Attachment 3** contains a summary of the proposed amendments including this change requested by the Council.

RECOMMENDATION:

The Village Council is scheduled to consider introduction of Ordinance No. MC-01-2023, an Ordinance Amending Chapter 15.60 of the Winnetka Village Code and the Village's Design Guidelines Concerning Sign Regulations.

ATTACHMENTS:

1. Ordinance No. MC-01-2023: Amending Chapter 15.60 of the Winnetka Village Code and the Village's Design Guidelines Concerning Sign Regulations
2. October 11, 2022, Village Council Study Session Minutes
3. Summary of Proposed Sign Amendments

**AN ORDINANCE AMENDING CHAPTER 15.60 OF THE WINNETKA
VILLAGE CODE AND THE VILLAGE'S DESIGN REVIEW GUIDELINES
CONCERNING SIGN REGULATIONS**

WHEREAS, the Village of Winnetka is a home rule municipality in accordance with Article VII, Section 6 of the Constitution of the State of Illinois of 1970 and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Chapter 15.60 of the Winnetka Village Code, as amended ("***Village Code***"), regulates the installation signs ("***Sign Regulations***"); and

WHEREAS, the Village has adopted Design Review Guidelines, which among other things, govern the design of signs in the Village; and

WHEREAS, the Village desires to amend the Sign Regulations and Design Review Guidelines to update, modernize, and make more efficient the regulations governing signs and the sign review and permitting process; and

WHEREAS, the Village Council has determined amending the Sign Regulations as set forth in this Ordinance is in the best interests of the Village;

NOW, THEREFORE, the Council of the Village of Winnetka does ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Section as the findings of the Village Council, as if fully set forth herein.

SECTION 2: AMENDMENT TO SECTION 15.60.090 OF THE VILLAGE CODE. Section 15.60.090, titled "Permitted Temporary Signs," of Chapter 15.60, titled "Signs," of Title 15, titled "Buildings and Construction," of the Village Code shall be amended to read as follows:

"Section 15.60.090 Permitted temporary signs.

- A. Signs Permitted. The following temporary signs shall be allowed without a permit; provided, they meet the requirements of this section; and provided further, that, unless specifically provided otherwise, the area of the sign shall not exceed eight (8) square feet:

* * *

5. Window signs displayed on nonresidential premises located in a commercial zoning district to advertise special sales of merchandise or special commercial events, subject to the following conditions:

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; ~~deletions are struck through~~

MC-01-2023

- a. No such sign may be illuminated;
- b. No such sign shall be more than eight square feet in area and the total area of all temporary window signs, ~~both temporary and permanent~~, shall not exceed ~~the ten (10) percent~~ of the window area ~~limitation for window signs as provided in Section 15.60.120(B)(1)(d);~~;
- c. No such sign shall be displayed for more than thirty (30) days;

* * *

SECTION 3: AMENDMENT TO SECTION 15.60.120 OF THE VILLAGE CODE.

Section 15.60.120, titled “Commercial Signs,” of Chapter 15.60, titled “Signs,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.60.120 Commercial signs.

- A. Defined. All signs not included or regulated in Sections 15.60.080, 15.60.090, 15.60.100 and 15.60.110 and not exempt pursuant to Section 15.60.070 shall be deemed to be commercial signs for the purposes of this chapter, regardless of the zoning district in which the signs are located.
- B. Regulations. Commercial signs of any type not prohibited by Section 15.60.060 may be displayed, subject to obtaining a permit pursuant to this chapter; provided, they comply with the following regulations and the general standards set forth in Section 15.60.130:
 - 1. Wall Signs ~~and Window Signs~~.
 - a. No wall sign shall contain information other than the name of the occupant or business, a maximum of three words containing a generic description of the types of products or services, and the occupant's logo or trademark.
 - b. No wall sign ~~or window sign~~ shall exceed seventy (70) square feet in area.
 - c. Wall signs shall be placed substantially parallel to the surface of the wall.
 - d. ~~Window signs may be displayed on the street exposure or nonstreet exposure windows of an occupant; provided that, the total area of window signs in any single window pane or~~

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; ~~deletions are struck through~~

MC-01-2023

any single section of window shall not exceed ten (10) percent of the area of the single window pane or single section of window on which it is located.

- ~~e.~~ For each street exposure the total area of all window signs, wall signs and awning signs other than exempt signs, permitted directional signs, display case signs, and incidental signs of this section, shall not exceed fifteen (15) percent of the total area of street exposure.
- ~~f.~~ In buildings with more than one commercial premises, the total area of all commercial wall signs, window signs, and awning signs shall be limited to fifteen (15) percent of the area of street exposure of the occupant of each such premises.
- gd. Commercial wall signs shall be displayed only upon street exposures; except that one wall sign not exceeding twenty (20) square feet in area may be displayed by each occupant on each nonstreet exposure of the premises occupied by such occupant; provided that, such signs shall not be located above the second floor window sill level and shall not be higher than fourteen (14) feet above grade if there is no second floor window sill. The total area of all such nonstreet exposure wall signs displayed on a building shall be limited to forty (40) square feet and the area of such signs shall count toward the maximum sign area allowed for the street exposure of such occupant as provided in this section. This provision shall not prohibit window signs or the painting of signs on doors.
- ~~h.~~ In cases where an occupant of a building occupied by no more than two commercial occupants does not have any street exposure, such occupant shall be permitted to display on or attach to the building, including the doors and windows, one commercial sign the area of which shall not exceed five square feet. The area of such sign shall be included in the fifteen (15) percent overall limitation established in this section.
- ie. In addition to other signs displayed on or attached to a building, a building occupied by three or more commercial occupants may display a directory type wall sign (subject to the fifteen (15) percent limitations contained within subsections (B)(1)(e) and (B)(1)(f) of this section) which lists only the names of such commercial occupants and the name of the building. The total area of such a directory-type sign

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; deletions are struck through

MC-01-2023

shall not exceed thirty-five (35) square feet in area and no one individual listing shall exceed three square feet in area.

- f. For a building that contains more than one type of sign (e.g. wall, window, awning, etc.) on a street exposure, a sign must also comply within subsection 15.60.120.B.9.

2. Window Signs.

- a. A window sign that meets all of the following requirements may be administratively approved by the Director of Community Development or their designee. A sign that does not meet all the following requirements must be reviewed and approved by the Design Review Board.
- i. Window signs may be displayed on the street exposure or nonstreet exposure windows of an occupant; provided that, the total area of window signs in any single window pane or any single section of window shall not exceed 10 percent of the area of the single window pane or single section of window on which it is located, except window signs in a door window or transom window shall not exceed 50 percent of the window pane.
- ii. Letters and logos that are part of a window sign shall be no taller than eight inches, except: (i) one logo and the first letter of each word may be up to and no taller than 24 inches; and (ii) lettering that lists store hours and contact information shall be limited to 2 inches in height.
- iii. Overall height of a window sign shall be limited to one-third of the height of the glass area, and the width of a window sign shall be limited to 90 percent of the glass width.
- iv. Decal window signs shall be die-cut and limited to individual letters and logos (e.g., they do not have a background panel).
- v. Decal window signs shall be limited to two colors.
- vi. Floating window signs shall be limited to letters and logos of no more than two colors on a solid

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; deletions are struck through

MC-01-2023

background of another color, for a total of three colors.

vii. Highly reflective materials are not permitted as part of a window sign.

viii. No window sign shall be illuminated.

ix. A window sign shall be only located in the lower two-thirds of the window opening. This regulation does not apply to a window sign in a door window or transom window.

x. No window sign shall extend over or through architectural features, including but not limited to window muntins.

xi. A decal window sign shall only be applied to the interior of the window.

x. Street exposures with more than one type of sign must also comply with subsection 150.120.B.9.

b. A window sign that does not meet all of the requirements for administrative approval listed in subsection 15.60.120.B.2.a. shall require a certificate of appropriateness issued pursuant to Section 15.60.150 of this Code. In addition, such signs shall meet the following requirements. Any variation from the following requirements, when permitted by this Code, shall require approval of a variation pursuant to Section 15.60.250 of this Code.

i. Window signs may be displayed on the street exposure or nonstreet exposure windows of an occupant; provided that, the total area of window signs in any single window pane or any single section of window shall not exceed 10 percent of the area of the single window pane or single section of window on which it is located, except window signs in a door window or transom window shall not exceed 50 percent of the any single window pane.

ii. Decal window signs shall be die-cut and limited to individual letters and logos (i.e. do not have a background panel).

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; deletions are struck through

MC-01-2023

iii. Window signs shall only be externally illuminated, and may not be illuminated in any other manner.

iv. Street exposures with more than one type of sign must also comply with subsection 15.60.120.B.9.

23. Projecting Signs.

* * *

34. Freestanding signs.

* * *

45. Awning signs.

* * *

56. Directional and incidental signs.

* * *

67. Signs on or accessory to automobile service stations and car washes. Signs on or accessory to automobile service stations and car washes shall conform to all regulations contained in this chapter and shall be limited to four signs per establishment. In computing the number of signs displayed, however, the following shall not be deemed to constitute signs on such premises:

* * *

78. Display case signs. Display case signs on those types of commercial establishments listed as allowed uses in (i) Section 17.46.010(E) Food Products Uses and (ii) Section 17.46.010(F) Food and Beverage Service Uses, of the Winnetka Zoning Ordinance, subject to the following limitations:

* * *

9. Street exposures. Street exposures with more than one type of sign must comply with the following additional requirements:

a. The total area of all window signs, wall signs, and awning signs shall not exceed 15 percent of the total area of street exposure. This provision shall not apply to exempt signs,

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; deletions are struck through

MC-01-2023

permitted directional signs, display case signs, and incidental signs.

b. In buildings with more than one commercial premises, the total area of all commercial wall signs, window signs, and awning signs on each premises shall not exceed 15 percent of the area of street exposure of each premises.

c. In cases where an occupant of a building occupied by two or fewer commercial premises does not have any street exposure, such occupants shall be permitted to display on or attach to the building, including on the doors and windows, one commercial sign provided that the area of the sign does not exceed five square feet. The area of the sign shall be included in the 15 percent limitation in subsection 15.60.120.B.2.9.a.”

SECTION 4: AMENDMENT TO SECTION 15.60.130 OF THE VILLAGE CODE.

Section 15.60.130, titled “General Standards,” of Chapter 15.60, titled “Signs,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.60.130 General standards.

All signs permitted by this chapter, whether with or without a permit, shall comply with the following standards:

A. Sign Measurement.

1. Area to Be Included. The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. When a sign has more than one display face, all faces shall be included in determining the area of the sign; provided that, if the distance between the sign faces of a two-faced sign does not exceed ~~twelve~~ (12) inches, the area of the sign shall be measured as the area of one face.
2. Area of Sign With Background Panel. A sign placed or painted on a background panel shall be measured by computing the area of the background panel.
3. Area of Sign Without Background Panel. A sign with individual letters or symbols placed separately on a building wall, window, awning, or other structure without a background panel shall be measured as the sum of the ~~area~~ areas of the smallest regular

{00129989.1}

Additions are bold and double-underlined; ~~deletions are struck through~~

January 3, 2023

MC-01-2023

geometric figures that can separately encompass all words, letter areas, figures, emblems, and other elements of the sign.

4. ~~Sign Spacing. No sign wording, illustration or element that is less than two feet from any other sign wording, illustration or element shall be considered a separate sign for purposes of calculating sign area.~~
54. Sign Height. The height of a sign shall be measured from the adjacent natural grade, to the highest point of the sign.

* * *

SECTION 5: AMENDMENT TO SECTION 15.60.150 OF THE VILLAGE CODE.

Section 15.60.150, titled “Certificate of Appropriateness,” of Chapter 15.60, titled “Signs,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.60.150 Certificate of appropriateness.

- A. Application for Preliminary Consideration. If requested in writing by a prospective applicant for a sign permit, the Board shall give preliminary consideration to a specific project before a formal application is filed, and shall provide recommendations on matters pertaining to the purpose, intent, standards and criteria of this chapter it may deem appropriate to guide the prospective applicant in developing a plan for signage that will comply with this chapter. The preliminary consideration is advisory only and no approval or denial shall be given during such preliminary consideration.
- B. Final Approval. Upon receipt of a complete application, the Board shall, as soon as practicable, consider whether a certificate of appropriateness should be issued. A certificate of appropriateness shall not be required for signs that are either exempt from this requirement or may be approved by the Director of Community Development or their designee pursuant to the provisions of this Chapter.

* * *

- F. Standards and Criteria for Issuance. The following factors and characteristics relating to the safety and appearance of signage, shall govern the ~~b~~Board's evaluation of design submittals:
 1. The sign area ~~shall not exceed the maximum permitted area and~~ shall be in proportion and scale to the building or to other buildings or signs in the surrounding area;

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; deletions are struck through

MC-01-2023

2. **A signage package for a business establishment that includes**
Projects which include a number of signs and graphics shall have an overall plan **that demonstrates the compatibility of the design and colors of all the signs that are part of that package;**
3. The amount of **text and graphics** information contained in or on any sign or group of signs shall be limited so that it results in a clear and readable design;
4. Signs and graphics shall have a harmonious relationship with nearby signs, buildings and the neighborhood, and shall be designed so as not to adversely affect adjacent structures. In this respect the sign shall ~~be related~~ **relate** to its building, structure and neighborhood in terms of size, shape, material, color, texture, lettering, location, arrangement, lighting, and the like;
5. Colors shall be used with restraint and excessive brightness shall be avoided;
6. ~~External lighting shall be arranged so that the light source is screened from view;~~
- ~~76.~~ The additional provisions of this chapter, as specified in this chapter, shall be part of the criteria of the design review process.”

SECTION 6: AMENDMENT TO SECTION 15.60.250 OF THE VILLAGE CODE.

Section 15.60.250, titled “Variations,” of Chapter 15.60, titled “Signs,” of Title 15, titled “Buildings and Construction,” of the Village Code shall be amended to read as follows:

“Section 15.60.250 Variations.

- A. Any person may apply to the Sign Board for a variation from the terms of this chapter and a permit to construct or alter or maintain any sign which does not conform to the requirements of this chapter.
- B. No variation application shall be accepted unless it is complete. Variation applications shall be made on forms provided by the Director. Variation application fees shall be set from time to time by resolution of the Village Council.
- C. ~~Variations shall be permitted only if:~~ **In considering whether a variation should be granted, the Sign Board shall consider the following factors as may be applicable:**
 1. ~~They are~~ **The variations would be** in harmony with the general purpose and intent of this chapter;~~and~~

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; ~~deletions are struck through~~

MC-01-2023

2. ~~The plight of the petitioner is due to unusual circumstances; and~~
Given the design elements of the building or site on which the sign will be located, the design of the sign is as compatible, if not more compatible, with character of the business district than the standard sign regulations would otherwise allow;
 3. ~~There are practical difficulties or particular hardship in the way of carrying out the strict requirements of this chapter;~~ For window signs, the design of the sign would not significantly inhibit the viewing of store products, activities, or services; , and
 4. ~~The variation will not alter the essential character of the locality.;~~
 5. The design of the sign is contextually appropriate for the type of business; and
 6. The design of the sign exhibits a high degree of artistic embellishment.
- D. Every variation granted by the Sign Board shall be accompanied by findings and facts specifying the reasons for granting the variation.
- E. Notwithstanding the provisions of this section, the Sign Board shall not have the power to:
1. Permit signs that are prohibited by Section 15.60.060 of this Code unless the Sign Board determines that the variation would allow a type of sign that: (i) has previously been used on the building on which the proposed sign is to be located; (ii) historically has been customarily used by the type of business requesting the prohibited sign type; or (iii) is a Sign painted directly on the wall of a building, fence, or similar structure and the proposed sign would not be detrimental to the aesthetics of the building, the structure, or the surrounding area;
 2. Waive permit requirements;
 3. Permit signs which violate the safety and maintenance provisions of Section 15.60.130;
 4. Vary the nonconforming sign provisions of Section 15.60.450200 as applied to any given sign.”

SECTION 7: AMENDMENT TO THE DESIGN REVIEW GUIDELINES. Section VII Articulation, Subsection c. - Building Signs of the Village’s Design Review Guidelines are amended in the manner set forth in **Exhibit A** attached hereto and incorporated herein.

{00129989.1}

Additions are bold and double-underlined; ~~deletions are struck through~~

January 3, 2023

MC-01-2023

SECTION 8: SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9: EFFECTIVE DATE. This Ordinance will be in full force and effect upon its passage and approval in the manner provided by law.

PASSED this 3 of January, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2023.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this ____ day of _____,
2023.

Introduced: _____, 2023

Passed and Approved: _____, 2023

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; ~~deletions are struck through~~

MC-01-2023

EXHIBIT A
AMENDMENTS TO DESIGN REVIEW GUIDELINES

{00129989.1}

January 3, 2023

Additions are bold and double-underlined; ~~deletions are struck through~~

MC-01-2023

d. Building Signage

Commercial signs should reflect the character of the building style, while expressing each store's individuality. There are several prominent sign styles that are appropriate to Winnetka: surface mounted, pin-mounted, interior, decal and projecting blade signs. Sign materials are limited to painted wood, canvas, architectural glass and metal. Sign color must harmonize with the building upon which it is mounted and adjacent structures. ~~Background colors for the body of the sign are limited to earth tones and primary colors, whereas pastels, neon and secondary colors are not allowed.~~ Lettering color can be unique to the image of the retailer/user. Metal sign and plaque material such as brushed bronze, antique bronze, aluminum, stainless steel and painted cast iron or similarly appearing materials are preferred. Highly reflective metallic signs are not allowed. Signs should be lit by marquee or spot lighting; neon lighting is not permitted. Spot lighting should be minimal and unobtrusive and, per the Village Code, the source of illumination shall not be visible from any street, sidewalk or dwelling. Simplified industrial light fixtures are not permitted. Contextual solutions are recommended. The majority of the signs will be mounted within the building's sign band, defined as the wall area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" above grade and a maximum of 15'-0" above grade.

Signs must comply with the general provisions of the Winnetka Sign Ordinance as well as design provisions contained within these Design Guidelines.

1. Surface mounted commercial signs are either fabricated from painted wood or cast metal plaques and are to be mounted within the sign band or within the storefront transom. The height of the sign is restricted to 75% of the area of the sign band or 14 inches - whichever is less. The sign band of a building consists of the area located above the ground floor storefront opening and below the second floor windowsill, and is located a minimum of 8'-0" and a maximum of 15'-0" above grade. Refer to figures 28, 29, and 30 for location. Surface mounted or pin-mounted signs are not permitted on secondary elevations without a defined sign band.
2. Pin-mounted commercial signs consist of reverse channel, cast metal and flat cut metal letters mounted above the storefront in the masonry sign band or suspended in front of the storefront at the transom or recessed entry. The size of the lettering is restricted so that the height of the letters does not exceed 75% of the height of the sign band or 14 inches - whichever is less. The length of the lettering is to be contained within 75% of the length of the sign band. (See figure 38)



Figure 38

3. ~~Interior signs floating independently are set behind the glass either at the transom or at the sill of the storefront and are lit from a separate source. This sign must adhere to the size limitations of the decal signs. (See figure 39)~~

4. ~~Decal Signs are defined as painted or vinyl transfer letters and numbers. Decal signs can be mounted within the transom and at the lower section of the storefront window area so as not to interfere with the merchandising. The decal sign area at the lower section of the window can occupy up to 10% of the glass area of a single pane. Decals mounted at the transom are restricted to 50% of the area of the transom. Decals located at the lower section of the main display area are to be limited to 6" in height unless they contain store operation hours, which are restricted to 2". (See figure 40)~~

Figure 39



Figure 40

5. Projecting blade commercial signs can be round, square or vertical, mounted from the face of the building at the second floor level between the windows or at the head of the storefront and are oriented to pedestrian scale. The signs are to be mounted on fixed hardware; no swinging or chain-mounted signs are allowed. The dimensions of the sign are not to exceed 6 square feet (36" high and 24" deep) (See figure 41). If illuminated, the signs should be lit with an unobtrusive light source.



Figure 41

6. Incidental wall signs such as building management identification and directory signs should be integrated into a single sign and be constructed of brushed bronze, antique bronze or painted cast iron. Such signs should not be placed on the prominent street front facade and should be directed to public residential entries.

**MINUTES
WINNETKA VILLAGE COUNCIL
STUDY SESSION
October 11, 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, October 11, 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 of the Village Council. Present: Trustees Rob Apatoff, Andy Cripe, Bob Dearborn, Kim Handler, and John Swierk. Absent: Trustee Tina Dalman. Also present: Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, Community Development Director David Schoon, and 0 persons in the audience.

- 2) Public Comment. None.

- 3) Policy Discussion Regarding Proposed Amendments to Window Sign Requirements and Guidelines and to Sign Variation Standards.

President Rintz states that the Design Review Board is seeking direction from Council regarding proposed amendments to the Village's sign codes and design guidelines related to window signs requirements and sign variation standards.

The Design Review Board is currently studying amendments to the sign code regulations and design guidelines for all signs in response to the Downtown Master Plan suggesting that the Village consider circumstances where staff could administratively review and approve certain items requiring design review.

Community Development Director David Schoon presents the sign regulations overview as well as the overall sign application process requiring staff review and approval and Design Review Board review and approval. Staff may consider approval pertaining to window and building sign limitations based on the letter and logo size requirements, materials and colors, and sign placement. Signage that may not meet staff level approvals will then need to be presented to the Design Review Board.

David Schoon presents the approval level of the Design Review Board based on window and building sign limitations such as sign area, materials and colors, and illumination standards.

Council discusses variation requests pertaining to prohibited signage, consistency of signage and aesthetic, sign permits and the approval process at the staff and Design Review Board level. David School and members of Council also discuss the preoccupancy process for new businesses and staff enforcement efforts pertaining to signage.

Final proposed amendments to the Village's sign code and design guidelines will be brought before Council in 2023 for approval.

- 4) Closed Session for the Purpose of Discussing the Sale or Lease and Related Compensation of Village Property Pursuant to Section 2(c)(6) and for the Purpose of Discussing Probable or Imminent Litigation Pursuant to Section 2(c)(11) of the Open Meetings.

Trustee Dearborn, seconded by Trustee Cripe, 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) and for Purpose of Discussing Probable or Imminent Litigation Pursuant to Section 2(c)(11) 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, Cripe, Handler, and Swierk. Nays: None. Absent: None.

The Council adjourned into Closed Session at 8:21 p.m.

- 5) Adjournment. The Closed Session meeting ended at 9:29 p.m.

/s/Berina Gradjan, Deputy Village Clerk
Recording Secretary

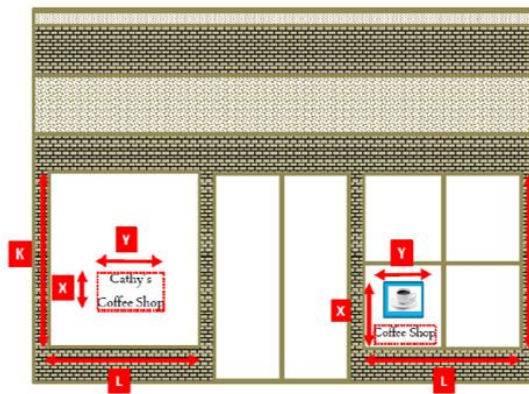
Window Sign Amendments Summary With Requested Change at 10/11/22 Village Council Study Session

Window Signs allowed by Staff Administrative Approval

If a window sign meets all of the following requirements, staff may be able to administratively approve the window sign. If a sign does not meet all the following requirements, the sign must be reviewed by the Design Review Board.

1) Sign Area Requirements.

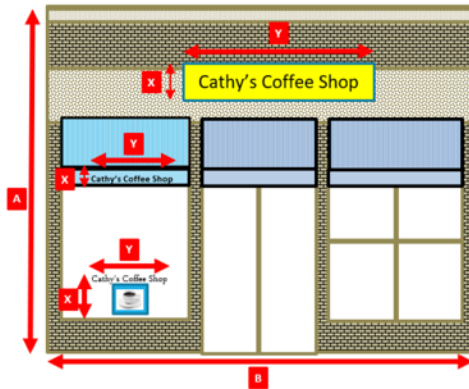
- a) A window sign(s) shall occupy 10% or less of the window opening, except a window sign(s) in a door window and transom window shall occupy 50% or less of the window opening. *(Existing sign requirement.)*



- May occupy no more than 10% of a window opening

$$\text{Sign Area/Window Area} = \frac{(X * Y) + (K * L) \leq 10\%}{}$$

- b) The total area of all **wall signs, window signs, and awning signs** shall be no more than 15% of the area of street exposure. *(Existing sign requirement.)*



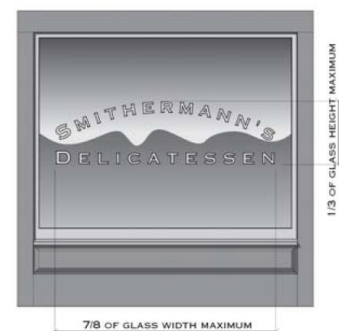
The total area of all wall signs, window signs, and awning signs may be no more than 15% of the area of street exposure

$$\text{Total Street Exposure} = A * B$$

$$(\text{Wall Sign Area} + \text{Window Sign Area} + \text{Awning Sign Area}) \leq 15\% \text{ of Total Street Exposure}$$

2) Letters & Logo Size Requirements

- a) Letters & logos shall be no taller than 8", except (i) one logo and the first letter of each word may be up to no taller than 24" and (ii) store hours and contact information shall be limited to 2" in height, AND
- b) Height of a window sign shall be limited to 1/3rd height of glass area, and width of window signs shall be limited to 90% of glass width. *(These are new, more generous standards.)*



Window Sign Amendments Summary
With Requested Change at 10/11/22 Village Council Study Session

3) Materials & Colors Requirements

- a) Decal window signs shall be die-cut and limited to individual letters & logos (e.g., do not have a background)
- b) Decal window signs shall be limited to two colors.
- c) Floating window signs, which are signs that are displayed through a window but not directly affixed to the window, shall be limited to letters and logos of two colors on a solid background of another color, for a total of three colors.
- d) Reflective materials are not permitted.

(These are new standards so as to allow for administrative approval of window signs.)



Individual Letters & Logos

- 4) Illumination Requirements.** Signs shall not be illuminated. *(New standard to allow for administrative approval of window signs.)*

5) Sign Placement Requirements

- a) A window sign shall be only located in the lower two-thirds of the window opening. This does not apply to a window sign in a door window or transom window. *(New more generous window sign standard.)*
- b) A window sign shall not extend over or through architectural features, including but not limited to window muntins.
- c) A decal window sign shall only be applied to the interior of the window. *(New standard specifically for administrative approval.)*

Window Sign Amendments Summary With **Requested Change** at 10/11/22 Village Council Study Session

Window Signs Requiring Review and Approval by the Design Review Board

Any sign that does not meet all the requirements for administrative approval listed above shall be subject to approval by the Design Review Board. In addition, such signs must meet the following requirements and comply with the following guidelines. Any variation from the following requirements, when permitted by this Code, shall require Board approval of a Sign Code variation.

1) **Sign Area Requirements.**

- d) A window sign(s) shall occupy 10% or less of the window opening, except a window sign in a door window and transom window shall occupy 50% or less of the window opening. *(Existing sign requirement.)*
- e) The total area of all wall signs, window signs, and awning signs shall be no more than 15% of the area of street exposure. *(Existing sign requirement.)*

2) **Materials & Colors Requirements**

- a) Decal window signs shall be die-cut and limited to individual letters & logos (e.g., do not have background). *(New sign requirement.)*

3) **Illumination Requirements.** Window signs shall only be externally illuminated. *(Existing sign requirement.)*

4) **Design Guidelines**

- a) The Board shall consider the “Standards and Criteria for Issuance” included in Section 15.60.150.F, of the Sign Code, which apply to all types of signs, when reviewing the design of window signs. *(Existing Sign Code design standards with amendments).*
(Deletions ~~struck through~~, and additions **bold and double-underlined.**)

Section 15.60.150 Certificate of appropriateness.

F. Standards and Criteria for Issuance. The following factors and characteristics relating to the safety and appearance of signage, shall govern the board's evaluation of design submittals:

*1. The sign area ~~shall not exceed the maximum permitted area and~~ shall be in proportion and scale to the building or to other buildings or signs in the surrounding area *(The deleted language is already a code requirement, so language is redundant);**

*2. A signage package for a business establishment ~~Projects which include~~ **that includes** a number of signs and graphics shall have an overall plan **that demonstrates the compatibility of the design and colors of all the signs that are part of that package;***

*3. The amount of **text and graphics** ~~information~~ contained in or on any sign or group of signs shall be limited so that it results in a clear and readable design;*

*4. Signs and graphics shall have a harmonious relationship with nearby signs, buildings and the neighborhood, and shall be designed so as not to adversely affect adjacent structures. In this respect the sign shall ~~be related~~ **relate** to its building, structure and neighborhood in terms of size, shape, material, color, texture, lettering, location, arrangement, lighting, and the like;*

5. Colors shall be used with restraint and excessive brightness shall be avoided;

*~~6. External lighting shall be arranged so that the light source is screened from view~~ *(This deleted language is already a Sign Code requirement (Sec. 15.60.130.B - Illumination); language is redundant.);**

~~6.7.~~ The additional provisions of this chapter, as specified in this chapter, shall be part of the criteria of the design review process.

Window Sign Amendments Summary

With **Requested Change** at 10/11/22 Village Council Study Session

ADDITIONAL SIGN CODE AMENDMENTS

Deletions ~~struck through~~, and additions **bold and double-underlined**

Sign Variations

C. In considering whether a variation should be granted, the DRB shall consider the following factors as may be applicable: ~~Variations shall be permitted only if:~~

1. They are in harmony with the general purpose and intent of this chapter.; ~~and~~
2. ~~The plight of the petitioner is due to unusual circumstances;~~ **Given the design elements of the building or site on which the sign is located, the design of the sign is as compatible, if not more, with character of the business district than the standard sign regulations allow.,** ~~and~~
3. ~~There are practical difficulties or particular hardship in the way of carrying out the strict requirements of this chapter;~~ **For window signs, the design of the sign does not significantly inhibit the viewing of store products, activities, or services.,** ~~and~~
4. **The design of the sign is contextually appropriate for the type of business.,** ~~and~~
5. **The design of the sign exhibits a high degree of artistic embellishment.,** ~~and~~
6. The variation will not alter the essential character of the locality.

E. Notwithstanding the provisions of this section, the Sign Board shall not have the power to:

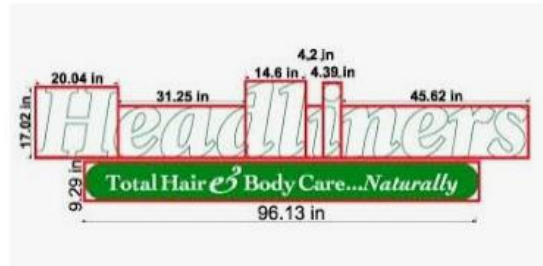
1. Permit signs that are prohibited **by 15.60.060 of the Sign Code, unless it can be demonstrated the variation would allow a type of sign that (a) had been used on the building on which it is to be located or (b) historically has been used by the type of business requesting the particular prohibited sign type, or is a sign painted directly on the wall of a building, fence or similar structure [Change requested by Council at 10/11/22 Study Session.];**
2. Waive permit requirements;
3. Permit signs which violate the safety and maintenance provisions of Section 15.60.130;
4. Vary the nonconforming sign provisions of Section 15.60.150 as applied to any given sign.

Sign Measurements

Subsection 15.60.130.A. Sign Measurement.

1. Area to Be Included. The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. When a sign has more than one display face, all faces shall be included in determining the area of the sign; provided that, if the distance between the sign faces of a two-faced sign does not exceed twelve (12) inches, the area of the sign shall be measured as the area of one face.
2. Area of Sign With Background Panel. A sign placed or painted on a background panel shall be measured by computing the area of the background panel.
3. Area of Sign Without Background Panel. A sign with individual letters or symbols placed separately on a building wall, **window**, awning, or other structure without a background panel shall be measured as the sum of the areas of the smallest regular geometric figures that can separately encompass all words, letter areas, figures, emblems, and other elements of the sign.

Window Sign Amendments Summary
With Requested Change at 10/11/22 Village Council Study Session



~~4. Sign Spacing. No sign wording, illustration or element that is less than two feet from any other sign wording, illustration or element shall be considered a separate sign for purposes of calculating sign area.~~

5. Sign Height. The height of a sign shall be measured from the adjacent natural grade, to the highest point of the sign.

Temporary Window Signs

5. Window signs displayed on nonresidential premises located in a commercial zoning district to advertise special sales of merchandise or special commercial events, subject to the following conditions:

- a. No such sign may be illuminated,
- b. No such sign shall be more than eight square feet in area and the total area of all temporary window signs, ~~both temporary and permanent~~, shall not exceed the ten (10) percent of the window area ~~limitation for window signs as provided in Section 15.60.120(B)(1)(d),~~
- c. No such sign shall be displayed for more than thirty (30) days;

FOR REFERENCE PURPOSES ONLY, THE TYPES OF PROHIBITED SIGNS

Section 15.60.060 Prohibited signs.

No person shall display any sign of the following prohibited types, or in the following prohibited locations:

- A. Animated signs and signs and displays consisting of a string, cluster or series of lights, except those permitted in connection with civic, patriotic or religious holidays in accordance with Section 15.60.090(A)(3);*
- B. Internally illuminated signs;*
- C. Translucent awnings and signs placed on translucent awnings;*
- D. Changeable copy signs, other than gasoline price signs erected at automobile service stations, incidental signs, portable menu board signs displayed in accordance with Section 15.60.080 J, display case signs in accordance with Section 15.60.120(B)(7), and that portion of bulletin board signs erected in accordance with Section 15.60.110(A)(5) of this chapter;*
- E. Signs that are attached to the roof of any building, or that are located upon or above a roof, or above the eave line of a roof;*
- F. Signs painted directly on the wall of a building, fence, or similar structure;*
- G. (Repealed.)*
- H. Signs that advertise or direct attention to a business, commodity, service or entertainment conducted or offered for sale at a place other than the premises on which the sign is located. This prohibition shall not apply to signs that are located inside a building and direct attention to noncommercial events or organizations;*



Agenda Item Executive Summary

TITLE: Ordinance No. M-01-2023: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction)

PRESENTER: Brian Keys

AGENDA DATE: January 3, 2023

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

None.

EXECUTIVE SUMMARY:

During the calendar year, the Village of Winnetka's operating departments have material and equipment that have reached the end of their useful lives, are not capable of re-use, or no longer useful to the Village. The Water & Electric Department routinely monitors the condition of its equipment and retires equipment such as transformers, meters, switchgear, and cable as it becomes obsolete or too costly to repair, or when it becomes unsuitable for further use due to factors such as its size, short length, mechanical damage or electrical failure. The Police Department gains possession of items of abandoned, lost, stolen, or illegally-possessioned personal property and transfers custody of this personal property to the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3.

In addition to those items routinely disposed of by the Water & Electric Department and the Police Department, staff is also requesting approval to dispose of audio/video equipment, vehicles, welders, vehicle light bars and furniture. A detailed listing of these items and the associated VIN/serial number, when applicable, is listed on Exhibit A of the Ordinance.

Ordinance No. M-01-2023, prepared by the Village Attorney, authorizes the Village Manager to dispose of such items of Surplus Property deemed to be no longer necessary or useful to the Village during the 2023 calendar year in a manner to be determined by the Village Manager, in his discretion. The ordinance also authorizes the Village President and Village Clerk to execute and attest, all documents necessary to complete the disposition of the Surplus Property.

RECOMMENDATION:

Consider introduction of Ordinance No. M-01-2023, titled "An Ordinance Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka."

ATTACHMENTS:

1. Ordinance No. M-01-2023: Disposition of Surplus Personal Property

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF
SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF WINNETKA**

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

WHEREAS, the Village has identified certain: (i) equipment and materials owned by the Village and used by the Village Water and Electric, Public Works, Fire, and Police Departments that have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village; and (ii) items of abandoned, lost, stolen, or illegally-posessed personal property in the custody of the Village pursuant to Section 3 of the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, which items of personal property have reached the end of their useful lives, are not capable of re-use by the Village, and are no longer necessary or useful to, or for the best interests of, the Village (collectively, the "***Surplus Property***"); and

WHEREAS, the Village Council desires to authorize the Village Manager to dispose of the Surplus Property; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to authorize the Village Manager to dispose of Surplus Property as set forth in this Ordinance;

NOW, THEREFORE, the Council of the Village of Winnetka do ordain as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated as the findings of the Village Council as if fully set forth herein.

SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to the Village's home rule authority, the Village Council hereby authorizes the Village Manager, or the Manager's designee, to: (i) dispose of the Surplus Property listed in **Exhibit A** attached, and by this reference incorporated into this Ordinance, in a manner to be determined by the Village Manager, in the Manager's discretion; and (ii) deem any item owned by the Village as Surplus Property provided that it meets the definition of Surplus Property set forth in this Ordinance that the Village may possess during the remaining portion of the 2023 calendar year, in a manner to be determined by the Village Manager, in the Manager's discretion.

SECTION 3: EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 2 of this Ordinance.

SECTION 4: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this 3 day of January, 2023, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of January, 2023.

Signed:

Village President

Countersigned:

Village Clerk

Published by authority of the
President and Board of Trustees of
the Village of Winnetka, Illinois,
this ____ day of _____, 2023.

Introduced: January 3, 2023

Passed and Approved: January __, 2023

EXHIBIT A

SURPLUS PROPERTY

Description	VIN # or Serial #	Department (Vehicle #)
2011 Ford Expedition	1FMJU1G50BEF29109	Water & Electric (Unit #68)
2004 John Deere 410G Loader Backhoe	T0410GX940680	Water & Electric (Unit #150)
2006 Ford Ranger	1FTYR15E86PA54679	Public Works (Unit #6)
2009 Ford Fusion	3FAHP06Z19R100700	Finance (Unit #86)
2011 Dodge Caravan	2D4RN4DG0BR614517	Public Works (Unit #95)
2011 Ford Taurus	1FAHP2HW2BG106453	Public Works (Unit # 99)
Partner K750 Concrete saw	80701304	Public Works
Partner K1200 Concrete saw	5380008	Public Works
Stihl MS261C saw	503927714	Public Works
Fire Power FP-55 plasma cutter	2613783	Fleet
Fire Power FP-130 110V mig welder	507081*F05	Fleet
Miller Millermatic 200 208V mig welder	JE785434-1984	Fleet
Herman Miller desk chair	N/A	Community Development
Hon desk chair	N/A	Community Development
Federal Signal Arjent S2 44" Red Blue LED light bar (1)	N/A	Police Department
Federal Signal Arjent S2 53" Red Blue LED light bars (2)	N/A	Police Department
AV Equipment (Cameras, Monitors, Projectors, Cables)	N/A	Manager's Office
Sharp Microwave	N/A	Manager's Office
GE Mini Refrigerator	N/A	Manager's Office



Agenda Item Executive Summary

TITLE: Streetscape Phase 5 Design

PRESENTER: James Bernahl

AGENDA DATE: January 3, 2023

CONSENT: No

ITEM TYPE: Presentation

ITEM HISTORY:

- 5-17-19 - Village Council awarded contract to ALamp for construction services for Streetscape Phase 1
- 1-21-20 - Village Council approved contract amendment waiving bidding process and awarding construction services to ALamp for Streetscape Phase 2.
- 6-22-20 - ALamp successfully completed Streetscape Phase 1 & 2 within agreed time frame and below approved awarded amount.
- 2-16-21 - Village Council awarded contract to ALamp for Construction Services for Streetscape Phase 3.
- 7-5-21 - ALamp successfully completed Streetscape Phase 3 within approved awarded amount.
- 7-5-22 - Almap successfully completed Streetscape Phase 4 within the approved awarded amount.

EXECUTIVE SUMMARY:

Representatives from Teska Associates and Staff will be presenting the Phase 5 Streetscape Project (East Elm Street).

On June 7, 2022 the Village Council approved, resolution R-74-2022 awarding a contract for Professional Design Services with Ciorba Group, and Teska Associates to develop final design and construction documents for the proposed Streetscape Phase 5. The proposed design fees for the project was \$41,326.48 for Ciorba Group, and \$29,820 for Teska Associates, for a total not to exceed amount of \$71,146.48.

As part of the Departmental Budget staff presented to the Village Council the budgeted amount for the anticipated costs to construct the Phase 5 Streetscape Project.

To ensure that the work can be completed as scheduled staff is proposing to move forward with the seeking of proposals for the purchase of long lead time items similar to previous Streetscape phases. Staff will present future purchase recommendations at the regularly scheduled Village Council meeting on February 7, 2023.

Staff is also requesting that the Village Council approve the final design for this next phase of Streetscape improvements, and direct staff to move forward with the bidding of this contract. The results of this bid are tentatively scheduled to be presented to the Village Council at the February 7th regular scheduled meeting.

RECOMMENDATION:

Village Council to approve the following next steps:

1. Confirm final Streetscape Phase 5 proposed design.
2. Direct staff to move forward with seeking competitive bids for the proposed improvements.
3. Direct staff to move forward with seeking proposals for the procurement of critical long lead-time items, and present to council for approval at the February 7, 2023 regularly scheduled meeting.
4. Staff will present a new construction contract for council review and approval at the February 7, 2023 regularly scheduled meeting.

ATTACHMENTS:

1. Streetscape Phase 5 Agenda Report
2. Streetscape Phase 5 Design Presentation

Agenda Report

**Subject: Phase 5 Streetscape Project Construction Design
(East Elm Street – Lincoln Ave to Arbor Vitae Road)**

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

Date: December 27, 2022

Introduction

During the January 3, 2023, Village Council meeting, staff will review the design and status of the proposed Phase 5 Streetscape project, which includes streetscape improvements on the north side of Elm Street from Lincoln Avenue to Arbor Vitae Road and the southwest corner of Lincoln Avenue and Elm Street.

On June 7, 2022, the Village Council approved resolution R-74-2022 awarding a contract for professional design services with Ciorba Group and Teska Associates to prepare the final design and construction documents. The recently approved FY2023 Budget includes a total of \$1,623,000 for the Phase 5 streetscape improvements, including the watermain replacement.

Streetscape Project Background – Phase 1, 2, 3, & 4 Streetscape Projects

Phase 1 Streetscape. At the May 7, 2019, regular Council meeting, the Village Council directed staff to seek bids for the proposed Chestnut Street and Spruce Street Streetscape project (Phase 1). On June 5, 2019, a total of four sealed bids were received, with the lowest responsible bid being offered by ALamp Concrete Company, of Schaumburg, Illinois. Construction for Phase 1 commenced on July 22, 2019, and it was substantially completed by late fall 2020.

Phase 2 Streetscape. During late 2019 and into early 2020, the Village began planning for construction of the Phase 2 streetscape improvements (generally Elm Street, between Green Bay Road and Birch Street). The Village sought pricing from the existing contractor to complete Phase 2 due to (1) the contractor's familiarity with the scope of the streetscape improvements, (2) the coordination required between the two streetscape phases, (3) the contractor and subcontractors' overall understanding of the Village's expectations, and (4) the contractor's performance to date. Based on these factors, the Village negotiated with the contractor, and ALamp agreed to hold their competitively bid pricing from 2019 for the Phase 2 project. By maintaining the bid pricing, this allowed the Village to award the next phase of construction below the budgeted amount. Construction for Phase 2 commenced on March 30, 2020. Due to the pandemic, the Phase 2 project was expedited and was substantially completed by June 2020.

By June 12, 2020, the Village had successfully completed the first two phases of the Streetscape Improvement program. Combined, Phase 1 & 2 Streetscape construction work activities were successfully completed over the course of approximately one year.

Phase 3 Streetscape. During late 2020, the Village next pursued the development of the Streetscape design for the Lincoln Avenue Streetscape Project - Phase 3. In addition to streetscape improvements consistent with Phases 1 & 2, this project included the replacement of a major watermain that runs under Lincoln Avenue.

With the assistance from the Ciorba Group and Teska Associates, the Village once again approached ALamp regarding the construction of Phase 3. ALamp again agreed to hold their bid pricing from 2019 for the third phase of the program. The Phase 3 Streetscape project was successfully completed by ALamp on July 2, 2021 and remained within the budgeted amount. The construction work activities were successfully completed over the course of approximately three and a half months.

Phase 4 Streetscape. Upon completion of the Phase 3 Streetscape Project the Village began developing the conceptual design for Phase 4 of the Master Streetscape Plan. With the assistance of Teska & Associates, the Phase 4 design concept was presented to the Village Council on August 17, 2021. The proposed improvements included streetscape improvements to Chestnut Court, Chestnut Street south of Elm, a portion of the north side of Oak Street, and portions of Elm Street and Spruce Street, as well as water main replacements, relocation of electric transformers, and reconstruction of the Village Hall Parking lot. On September 9, 2021, the Village Council approved a contract for design services with Ciorba Group and Teska & Associates.

Considering the Village once again preferred to begin construction in early spring, in this instance March 2022, staff discussed with ALamp the option of extending the construction unit prices from the first three phases for one additional year. Because of increases in construction market costs, the contractor and sub-contractors were unable to maintain their pricing that had been previously extended to the Village since 2019. However, the Contractor agreed to negotiate with the Village in good faith to obtain competitive unit pricing to ensure that the project was completed within the approved budgeted amounts. On July 5, 2022, ALamp substantially completed Streetscape Phase 4 within the approved awarded amount.

Phase 5 Streetscape Project Construction Design Elements

The proposed Phase 5 Streetscape improvements would continue to implement the streetscape improvements made during the previous four phases as well as replace an aging water main under Elm Street. Teska Associates will present the final plan design elements at the January 3 meeting. The following summarizes some of the key components of the proposed improvements.

Streetscape Elements

The proposed Phase 5 Streetscape plan will continue to include design elements from the previous phases, such as sidewalk replacement, pedestrian lighting, bollards, bike racks, benches, seat walls, sidewalk trees and tree grates, electric outlets at trees, and enhanced landscaping. The southwest corner of Lincoln Avenue and Elm Street will have similar improvements as the other corners on the north side of the intersection while at the same time retaining the existing commemorative items and bus shelter.

Parkway Trees

Given previous direction provided by the Village Council, the design team with the Village Forester's assistance continues to strive to preserve as many trees as possible. Unfortunately, given the poor condition of the trees along the north side of Elm Street we will need to remove and replace them. During the presentation, Teska and the Village Forester will provide an overview of the tree condition and explain why we need to replace them.

Watermain Replacement & Infrastructure Improvements

Given the age and material of the existing water main that runs under Elm Street, staff recommends that the water main within the scope of the project from Lincoln Avenue to Maple Street be replaced as part of the streetscape project. The proposed watermain will also be coordinated with additional watermain work on Elm Street, east of Maple Street extending to Sheridan Road, as part of the 2023 Street Rehabilitation Program. The adopted FY 2023 Village Budget contains sufficient funds within the Water Fund to cover the cost of replacing these water mains.

In addition, upgraded underground electrical improvements will be installed to enable the proposed lighting improvements throughout the project.

Streetscape Phase 5 – Schedule, Contract Costs, and Purchase of Long Lead Time Items

Project Construction Schedule

This section of Elm Street is used for both the Memorial Day and 4th of July parade routes. Since the proposed improvements will be coordinated with the Street Rehabilitation contract to minimize the duration of disturbance to the local businesses and residents, staff recommends that work commence July 10th. As noted previously, staff is recommending that the Streetscape Project be let sequentially with the Street Rehabilitation Project with the goal of awarding both contracts to one contractor resulting in an overall cost savings to the Village.

The benefits of beginning construction on July 10th would allow the watermain work to continue to progress eastward from the intersection of Lincoln Avenue and Elm Street to Sheridan Road uninterrupted. While the watermain work continues east of Maple Street the Contractor for the Streetscape Project can complete the streetscape improvements. Upon completion of the watermain work and the streetscape improvements the entire section of Elm Street from Lincoln Avenue to Sheridan Road

can be repaved at the same time. Based on the scope of both projects, work is expected to be substantially completed by October 15th.

Contract Unit Pricing Costs

Working with Ciorba and Teska during the design phase, the proposed Streetscape budget that was approved with the FY2023 annual budget process was increased to reflect construction escalation costs occurring in the marketplace.

Considering the Village would prefer to begin construction in early July, and considering that the proposed watermain work will be coordinated with the 2023 Street Rehabilitation Project, staff is recommending that both projects be released at the same time to ensure the best pricing

With the FY 2023 Budget, the Village Council approved \$1,623,000 for the construction of the Phase 5 Streetscape Project. The funding sources are broken down as follows:

PHASE 5 STREETSCAPE PROJECT COMPONENTS	FUNDING SOURCE	BUDGETED AMOUNT
Road Work & Streetscape Elements	Business District Revitalization Fund (420.15.01-650)	\$1,310,000
Water Main Work	Water Fund (520.62.41-660)	\$313,000
TOTAL		\$1,623,000

Phase 5 Construction Schedule

Based on the concurrence by the Village Council on the recommendations outlined above the following is the schedule for this project:

January 3, 2022	Present final Streetscape plan for the Phase 5 project and proceed with finalizing bidding documents and release the bid no later than the week of January 9, at same time as 2023 Street Rehabilitation Project.
February 7, 2023	Award Contract for purchase of long lead items including pedestrian lights, LED roadway bollards, and banner arm attachments.
February 7, 2023	Award Contract for Streetscape Construction Services.
July 10, 2023	Construction begins – Watermain work will take place first.
September 11, 2023	Landscape work activities.
October 15, 2023	Substantial completion of work activities.

Recommendation

1. Confirm final Streetscape Phase 5 design.
2. Direct staff to move forward with seeking competitive bids for the proposed improvements and coordinate the bidding with the release of bid for 2023 Street Rehabilitation Program. Contracts for both projects would be presented for Council approval at the February 7, 2023, regularly scheduled meeting
3. Direct staff to move forward with seeking proposals for the procurement of critical long lead-time items, and present to council for approval at the February 7, 2023, regularly scheduled meeting.

Attachments

1. Phase 5 Streetscape Construction Plan Design

Winnetka Downtown Streetscape | Phase 5

Village Council Presentation | January 3, 2023





- *Protect bus shelter + mailbox*
- *Reposition bronze donor sign + wood memorial within the bumpout*
- *Provide additional seating + bike storage*



- *Protect Park District sign, pathway, furnishings + plantings*
- *Address uneven pavements / ADA crossings*
- *Add bumpout features + plantings*

Phase 5 streetscape existing conditions + special considerations



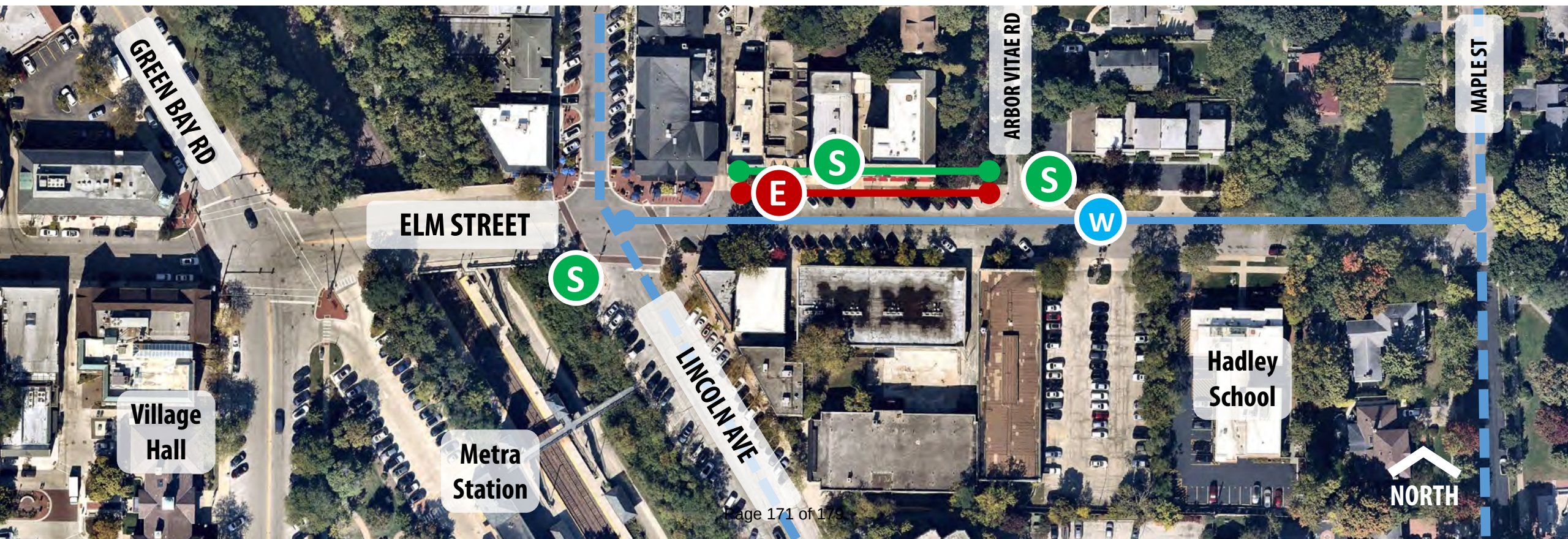
- *Address uneven pavements*
- *Add more trees*
- *Provide bike storage*
- *Continue Village standard roadway / pedestrian lighting*

WINNETKA PHASE 5 STREETScape | ROADWAY, STREETScape + UTILITY WORK

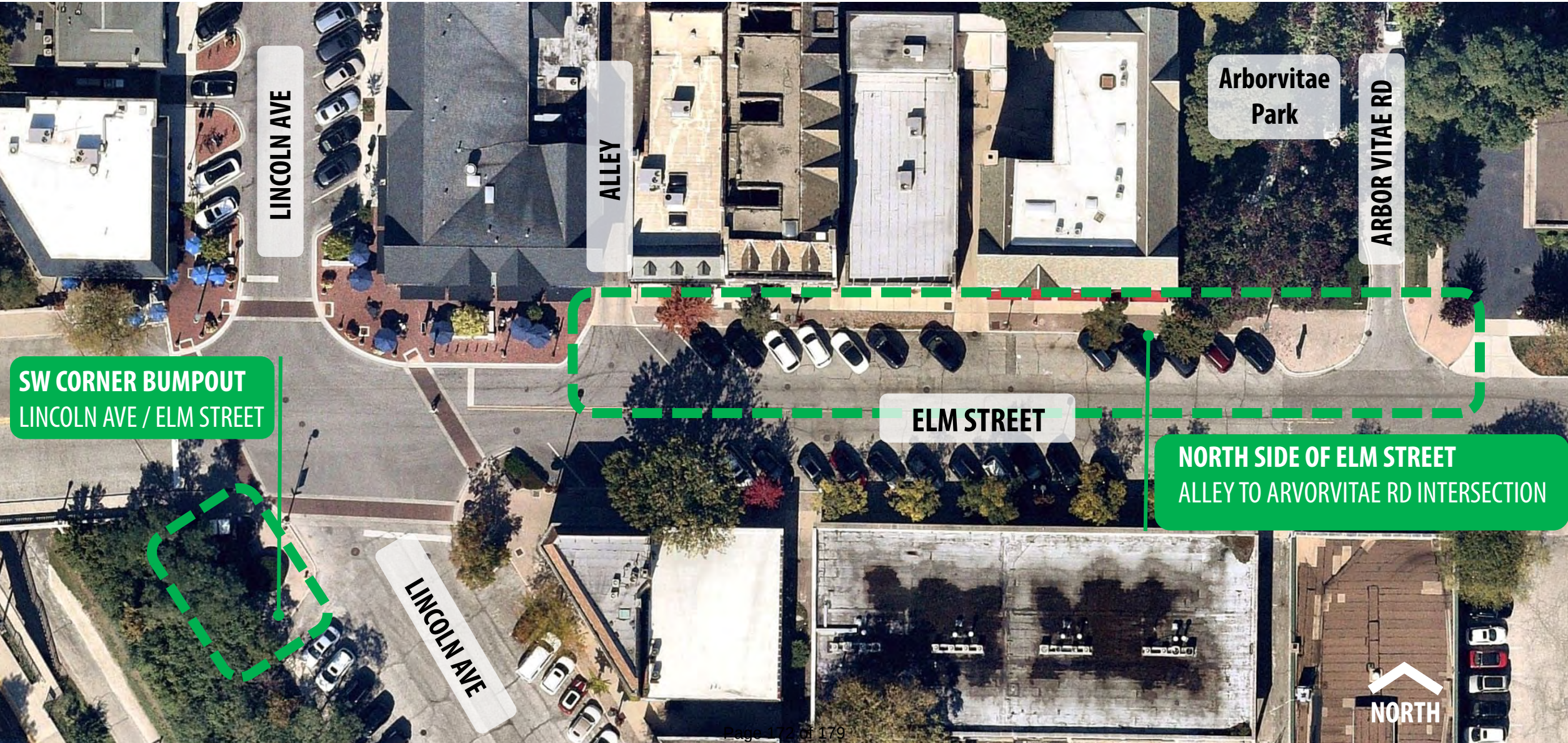
S ROAD/STREETSCAPE WORK: Asphalt roadway, curbs, sidewalk, streetscape, (N side of Elm);
Bumpouts (NW corner Arborvitae/Elm; SW corner Lincoln/Elm)

E ELECTRICAL UTILITY WORK: Underground electrical, roadway/ped lights, holiday lighting (N side Elm);
Roadway/ped lights, lit bollards (SW corner Lincoln/Elm)

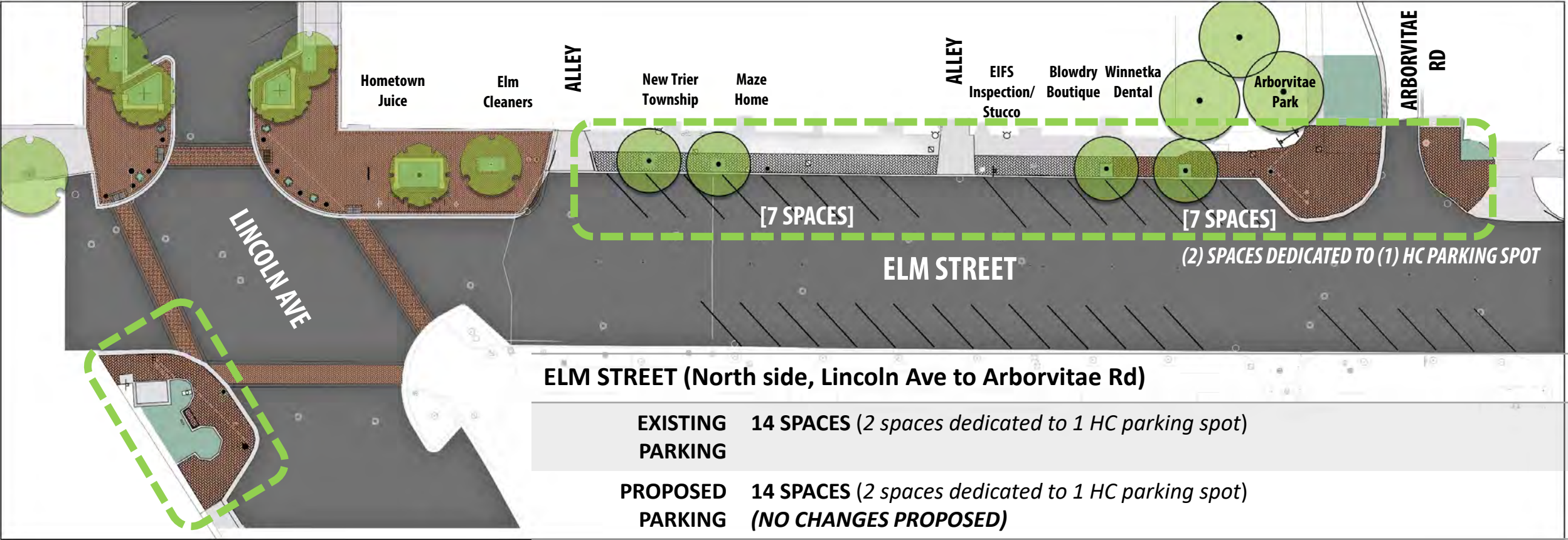
W WATER UTILITY WORK: Extend 10" water main from Lincoln Avenue to Maple Street



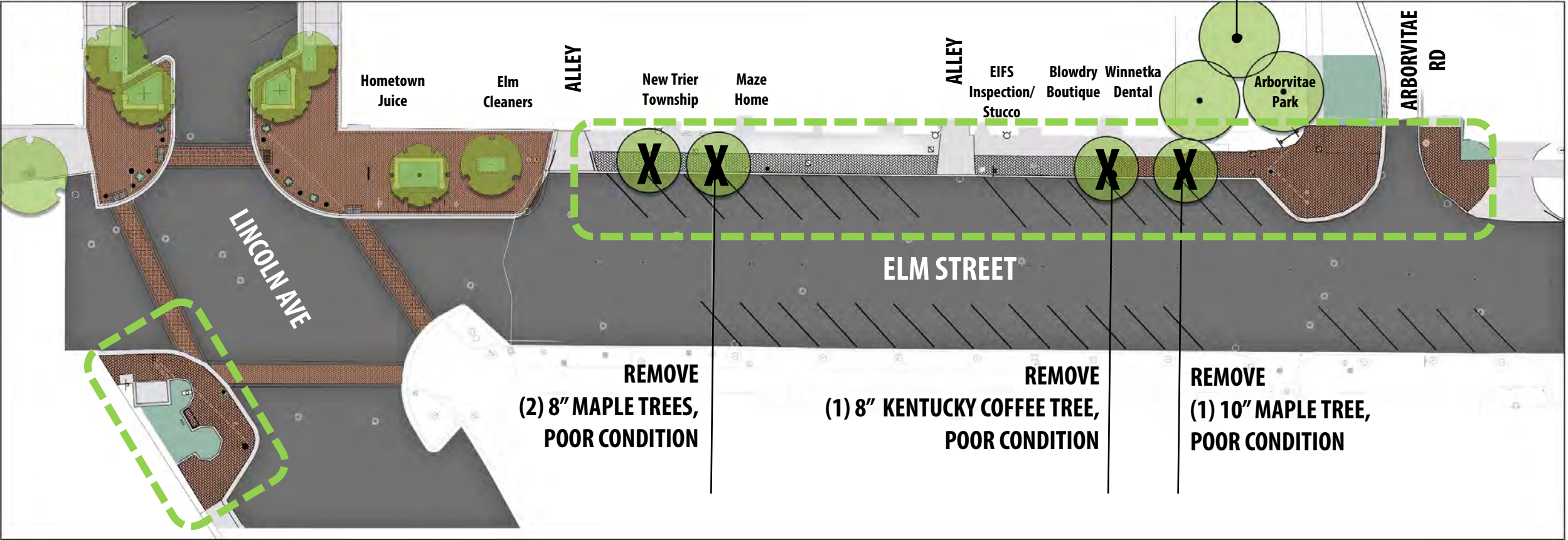
WINNETKA PHASE 5 STREETScape | STREETScape PROJECT AREAS



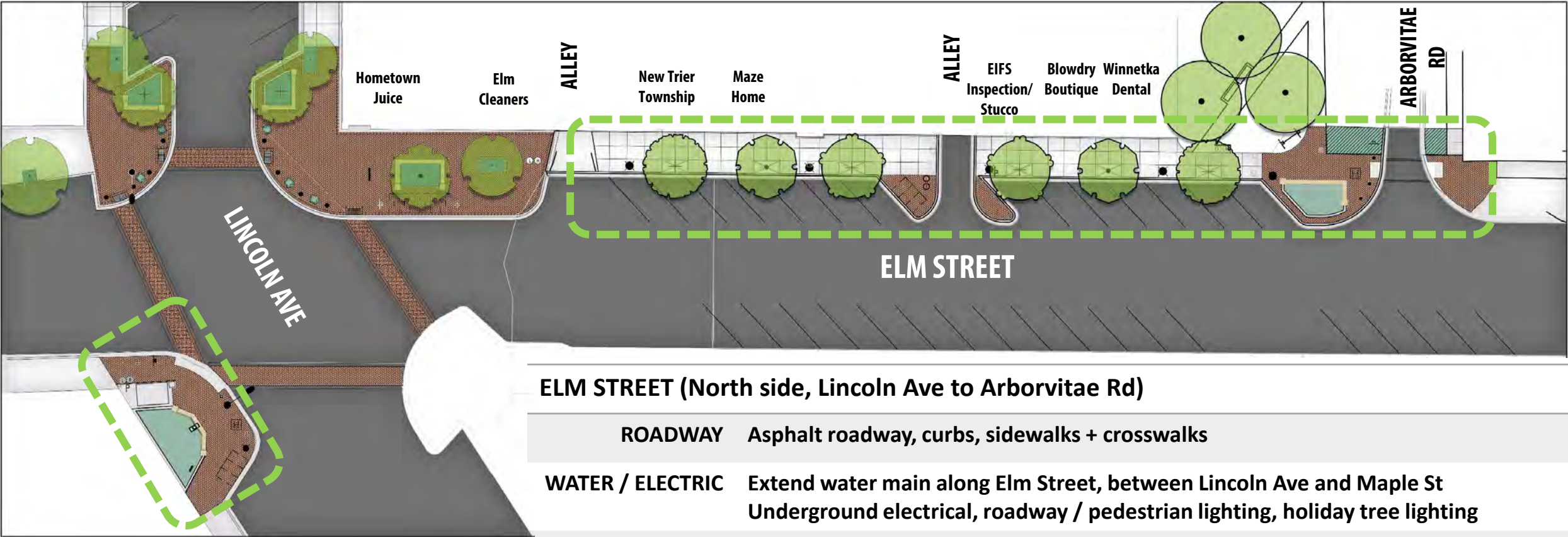
WINNETKA PHASE 5 STREETScape | EXISTING ON-STREET PARKING



WINNETKA PHASE 5 STREETScape | EXISTING TREES



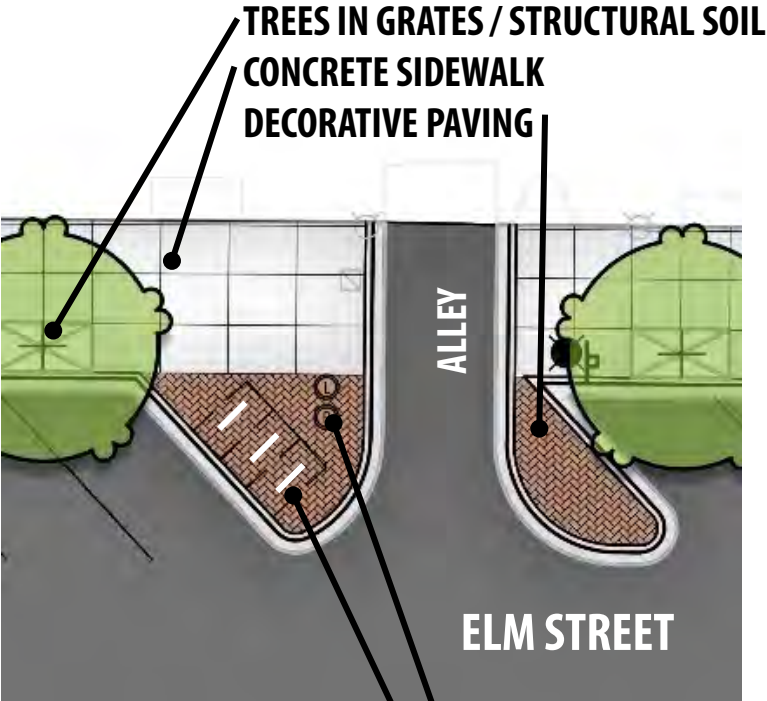
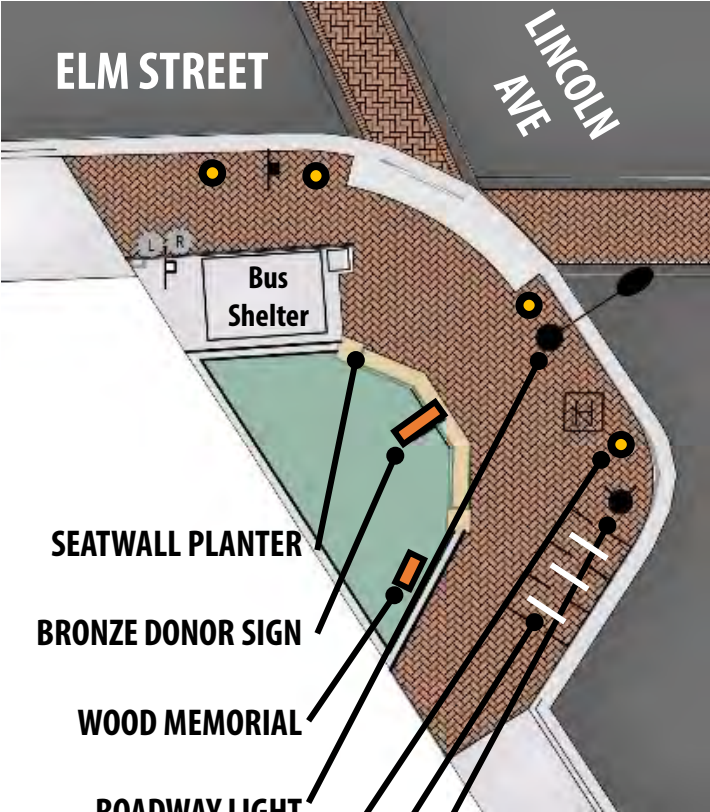
WINNETKA PHASE 5 STREETScape | PROPOSED ENHANCEMENT PLAN



ELM STREET (North side, Lincoln Ave to Arborvitae Rd)

ROADWAY	Asphalt roadway, curbs, sidewalks + crosswalks
WATER / ELECTRIC	Extend water main along Elm Street, between Lincoln Ave and Maple St Underground electrical, roadway / pedestrian lighting, holiday tree lighting
STREETSCAPE	New tree plantings, incl. structural soils + tree grates Roadway / pedestrian lights Site furnishings (bike racks, trash/recycling receptacles, bollards) Bump out amenities at Elm/Arborvitae (NW corner) and Elm/Lincoln (SW corner) (seawalls, in-ground planters, bollards, decorative pavers)

WINNETKA PHASE 5 STREETScape | PROPOSED BUMP OUTS + AMENITIES PLANS



WINNETKA PHASE 5 STREETScape | PROPOSED FURNISHINGS



**Vehicular
Light Pole**



**Pedestrian
Light Pole**

**Seatwall / Curb
Planter**

Clay Brick Paving

Bike Racks



Trash /Recycling

Bollard



Concrete Sidewalk

Tree and Tree Grate

WINNETKA PHASE 5 STREETScape | PROPOSED TREES



**Common
Hackberry**



**State Street
Maple**



**New Horizon
Elm**

WINNETKA PHASE 5 STREETScape | PROPOSED UNDERSTORY PLANTINGS



Prairie Dropseed



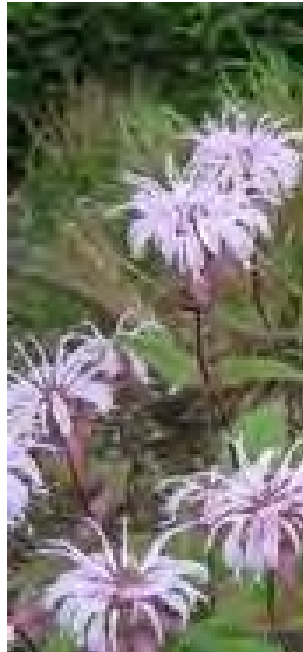
Prairie Sedge



Feather Reed Grass



Black-Eyed Susan



Eastern Bee Balm



Butterfly Milkweed



Northern Bush Honeysuckle

PERENNIALS

SHRUB