

Winnetka Village Council
REGULAR VIRTUAL MEETING

Zoom
February 1, 2022
7:00 PM

AGENDA

In accordance with social distancing requirements and Governor Pritzker’s Executive Orders 2021-32 and Section 7(e) of the Illinois Open Meetings Act, the Winnetka Village Council meeting on Tuesday, February 1, 2022 will be held virtually. The meeting will be livestreamed via the Zoom platform. At least one representative from the Village will be present at Village Hall in compliance with Section 7(e) of the Illinois Open Meetings Act, and the virtual meeting will be simulcast at Village Hall for members of the public who do not wish to view the virtual meeting from another location. Due to the need to maintain social distancing, the opportunity to view the virtual meeting at Village Hall is available on a “first come,first-served” basis.

The public has two options for observing and participating in this virtual Village Council meeting including the ability to provide oral comments during the meeting. To facilitate an efficient meeting, public comments submitted in advance are encouraged.

- 1) Telephone (audio only Call 312-626-6799), when prompted enter the Meeting ID – 83891769004 (Please note there is no additional password or attendee ID required)
- 2) Livestream (both audio and video feed) Download the Zoom meetings app to your smartphone, tablet or computer and then join Meeting ID: 83891769004. Event Password: VC020122

Public comments should be emailed to contactcouncil@winnetka.org. Public comments received by 6:45 p.m. on Tuesday, February 1, 2022 will be read at the appropriate time during the meeting. General comments for matters not on the agenda will be read at the beginning of the meeting under the Public Comment agenda item. Comments specific to a particular agenda item will be read during the discussion of that agenda item. The Village will attempt to have comments received after the meeting has started read at the end of the meeting. Public comment is limited to 200 words or less. Public comments should contain the following information:

- In the subject line – “Village Council Meeting Public Comment”
- Name
- Address (optional)
- Phone (optional)
- Organization or agency representing, if applicable
- General comment or comment on topic of specific agenda item number

All emails received will be acknowledged either during or after the meeting, depending on when they are received. If you do not have access to email, you may leave a message with your public comment at the Village Manager’s office at 847-716-3541 or mail to Village Clerk, Village of Winnetka, 510 Green Bay Road, Winnetka, IL 60093.

Winnetka Village Council
REGULAR VIRTUAL MEETING
Village Hall
510 Green Bay Road
February 1, 2022
7:00 p.m.
Zoom

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) February 8, 2022 Study Session
 - b) February 15, 2022 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes:
 - i) January 11, 2022 Study Session.....4
 - ii) January 18, 2022 Regular Meeting.....6
 - iii) January 25, 2022 Special Closed Session.....9
 - b) Approval of Warrant List dated January 12, 2022 – January 24, 2022..... 10
 - c) Resolution No. R-17-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 600 Volt Underground Cable (Adoption).....11
 - d) Resolution No. R-18-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable (Adoption).....24
 - e) Resolution No. R-19-2022: Approving Change Order No. 1 to the Contract with Deuchler for Submissions for NPDES Permit (Adoption).....37
 - f) Resolution No. R-20-2022: Waiving Bidding and Approving the Purchase of a Leaf Vacuum Machine from Partner's Manufacturing Group, Inc. (Adoption).....45
 - g) Resolution No. R-21-2022: Approving the Purchase of a John Deere Loader from West Side Tractor Sales Co. (Adoption).....48
 - h) Resolution No. R-24-2022: Approving a Contract with the Okonite Company, Inc. for the Purchase of 600 Volt Underground Cable (Adoption).....54

- 8) Ordinances and Resolutions:
 - a) Resolution No. R-22-2022: Streetscape Phase 4 Contract Approval
(Adoption).....68
 - b) Resolution No. R-23-2022: Purchase of Pedestrian Lighting (Adoption).....114
- 9) Old Business: None.
- 10) New Business: None.
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

NOTICE

All agenda materials are available at [villageofwinnetka.org](https://www.villageofwinnetka.org) (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2nd floor). Webcasts of the meeting may be viewed on the Internet via a link on the Village’s web site: <https://www.villageofwinnetka.org/AgendaCenter>.

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, 847-716-3541; T.D.D. 847-501-6041.

**MINUTES
WINNETKA VILLAGE COUNCIL
VIRTUAL STUDY SESSION**

January 11, 2022

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, January 11, 2022 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Robert Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, and Community Development Director David Schoon, Director of Engineering Jim Bernahl, and approximately 6 persons in the audience.
- 2) Public Comment. None.
- 3) Streetscape Phase 4 – Final Design Presentation.

Jim Bernahl, Director of Engineering, briefly recaps the milestones of the streetscape project regarding phases 1, 2, and 3. Mr. Bernahl confirms that the final phase will begin in March and is anticipated to be completed by June.

Jillian Troiani, Associate Landscape Architect at Teska Associates, informs Council on the proposed streetscape plans for phase 4; water main work, electrical work, public parking lot enhancements, and streetscape tree preservation and replacement, landscape plantings, hardscape and furnishing, and lighting infrastructure. Ms. Troiani confirms that businesses will continue to have access to all utility services and will be able to continue operating without disruption while construction is being completed.

Mr. Bernahl indicates that Community Development Director David Schoon had met with the Gardening Club to discuss a preliminary concept plan discussing the plantings on the site to ensure partnership and involvement.

Jim Bernahl provides Council a budget summary for phase 4 streetscape, totaling \$2,957,736, and the funding sources for the streetscape phase. Mr. Bernahl provides a breakdown of the total costs; transformer relocation; \$91,000, water main work; \$535,731, subtotal phase 4 streetscape; \$1,898,484, mobilization and traffic control contingencies; \$180,000, general contingency; \$252,251.

Deliberation between Council members and Mr. Bernahl discuss the financial aspects of the Phase IV Streetscape plan regarding various project costs, cost increases, and costs coinciding with the bidding process with ALamp Concrete Contractors, Inc.

Jim Bernahl addresses Council regarding plans of the Village hosting a joint meeting with the surrounding businesses and residents, that will be affected by the Streetscape project, to provide information for the overall construction schedule, sequence of activities, and information regarding adequate parking spaces for access to businesses during construction.

Public Comment.

- i) Theresa Lucas, owner of Good Grapes, shares her comments and concerns regarding the Streetscape construction planning, project schedule, and public safety concerns.

President Rintz thanks Ms. Lucas for her time and comments, and emphasizes the importance of business owners attending the open house hosted by the Village.

- 4) Closed Session. None.
- 5) Adjournment. Trustee Cripe, seconded by Trustee Apatoff, moved to adjourn the Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 8:16 PM.

Recording Secretary

MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR VIRTUAL MEETING
January 18, 2022

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, January 18, 2022, at 7:00 PM.

- 1) Call to Order. President Pro Tem Andy Cripe called the meeting to order at 7:02 PM. Manager Bahan called the roll. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Community Development Director David Schoon, Deputy Village Clerk Berina Gradjan, and approximately 2 persons in the audience.
- 2) Pledge of Allegiance. Trustee Mancini led the group in the Pledge of Allegiance.
- 3) Quorum.
 - a) January 25, 2022 Special Closed Session. All of the Council members present said they expect to attend.
 - b) February 1, 2022 Regular Meeting. All of the Council members present said they expect to attend.
 - c) February 8, 2022 Study Session. All of the Council members present said they expect to attend.
 - d) February 15, 2022 Regular Meeting. All of the Council members present said they expect to attend.
- 4) Public Comment. None
- 5) Reports:
 - a) Trustees.
 - i) Trustee Mancini reports that during a recent Environmental and Forestry Commission meeting, President Rintz addressed a few items Council has been working on and stated his goals for the advisory board.
 - b) Attorney. None.
 - c) Manager.
 - i) Village Manager Rob Bahan informs Council on the status of the Village's Illinois grants, reporting that the two grants will be combined into one and will solely funded through federal ARPA (American Rescue Plan Act) funds. Mr. Bahan will confirm with Council when the funds will be available at a later time.
 - d) Village President. None.

6) Approval of the Agenda. Trustee Apatoff, seconded by Trustee Mancini, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

7) Consent Agenda

a) Village Council Minutes.

i. December 14, 2021, Study Session

ii. January 4, 2022, Regular Meeting

a) Approval of Warrant List dated December 30, 2021 – January 11, 2022 in the amount of \$1,146,252.33.

b) Resolution No. R-10-2022: Approving the Purchase of Fire Department Vehicle (Adoption)

c) Resolution No. R-11-2022: Waiving Competitive Bidding and Ratifying a Contract with A Lamp Concrete Contractors, Inc. for the Emergency Replacement of the Locust Road Water Main (Adoption)

d) Resolution No. R-12-2022: Purchase of Two Police Vehicles (Adoption)

e) Resolution No. R-13-2022: Pavement Management Testing Services (Adoption)

f) Resolution No. R-14-2022: Agreement with Ankura Consulting Group, LLC for IT Services (Adoption)

g) Resolution No. R-15-2022: Whistleblower Policy (Adoption)

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

8) Ordinances and Resolutions:

a) Ordinance No. No. M-03-2022: 688–94 Green Bay Road – The Walden – Approval of a Planned Development with Certain Zoning Modifications and Exceptions (Adoption)

Community Development Director David Schoon confirms that Village Council had approved introduction of the ordinance at the January 4th Council meeting and that no additional public comments has been received.

No public comment was submitted in advance or made during the zoom meeting.

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Ordinance No. M-3-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

b) Resolution No. R-09-2022: 688–94 Green Bay Road – The Walden – Approving a Final Plat of Subdivision (Adoption)

Village Council was in unanimous favor of adopting the resolution.

No public comment was submitted in advance or made during the zoom meeting.

Trustee Dearborn, seconded by Trustee Dalman, moved to adopt Resolution No. R-9-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Closed Session. None.

13) Adjournment. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 7:12 PM.

Recording Secretary

**MINUTES OF A WINNETKA VILLAGE COUNCIL
SPECIAL VIRTUAL CLOSED SESSION**

January 25, 2022

(Approved: xx)

A record of a legally convened Special Closed Session of the Council of the Village of Winnetka, which was held virtually on the Zoom videoconference platform on Tuesday, January 25, 2022, at 5:30 PM.

- 1) Call to Order. Village President Chris Rintz called the meeting to order at 5:35 p.m. Present: Trustees Andy Cripe, Tina Dalman, Bob Dearborn. Absent: Trustees Rob Apatoff, Kim Mancini, and John Swierk. Also Present: Village Manager Robert M. Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, and 0 persons in the audience.
- 2) Public Comment. None.
- 3) Closed Session for the Purpose of Discussing Personnel Pursuant to Section 2(c)(1) of the Open Meetings of the Open Meetings Act.
Trustee Dearborn, seconded by Trustee Dalman, moved to adjourn to Closed Session for the Purpose of Discussing Personnel Pursuant to Section 2(c)(1) of the Open Meetings 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 Cripe, Dalman, and Dearborn.. Nays: None. Absent: Trustees Apatoff, Mancini, and Swierk.
The Council adjourned into Closed Session at 5:40 PM.
- 4) Adjournment. The Special Closed Session meeting ended at 7:30 p.m.



Agenda Item Executive Summary

Title: Approval of Warrant Lists

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 02/01/2022

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input checked="" type="checkbox"/> | Informational Only |

Item History:

None.

Executive Summary:

The Warrant List dated January 12, 2022 - January 24, 2022.

Recommendation:

Consider approving the Warrant List dated January 12, 2022 - January 24, 2022.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-17-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 600 Volt Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 02/01/22

Consent: YES NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Item History:

The 2022 Electric Fund Budget contains \$436,806 for the purchase of underground conductors.

Executive Summary:

The Water & Electric Department issued Bid Number 022-002 for the purchase of 600 volt 500 kemil copper underground (single phase and three phase) cable. Staff received bids from four vendors: Wesco Distribution Inc. (Wesco), The Okonite Company, Graybar and Power Line Supply. The lowest qualified bid for the single phase secondary cable was submitted by Wesco. The lowest qualified bid for the three phase secondary cable was submitted by The Okonite Company. Wesco quoted cable manufactured by Service Wire Company which is acceptable to the Water & Electric Department. Okonite quoted cable manufactured by their company which is also acceptable.

The cost of cable is significantly impacted by the price of metals. Bid prices are indexed to the cost of copper. At the time of bid, the base price of \$5.00/lb. for copper was used. Exhibit A contains a bid tabulation along with additional detail on the unit pricing, order quantity, metals escalation and shipping length tolerance.

Resolution No. R-17-2022, prepared by the Village Attorney, authorizes the Village Manager to purchase 600 volt single phase underground cable in an amount not to exceed \$40,447 under a contract with Wesco.

The FY2022 Electric Fund budget contains \$436,806 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$147,196 toward the purchase of cable.

Executive Summary (continued):

Recommendation:

Consider adoption of Resolution No. R-17-2022, approving a contract with Wesco for the purchase of 600 volt underground cable, in an amount not to exceed \$40,447.

Attachments:

1. Resolution No. R-17-2022: Approving a Contract with Wesco Distribution Inc. for the Purchase of 600 Volt Underground Cable
2. Contract for 600 Volt Underground Cable
3. Bid Tabulation and Cable Purchase Detail

ATTACHMENT 1

RESOLUTION NO. R-17-2022

A RESOLUTION APPROVING A CONTRACT WITH WESCO DISTRIBUTION, INC. FOR THE PURCHASE OF 600 VOLT UNDERGROUND CABLE

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 #022-002 for the purchase of 600 volt single phase and three phase secondary cable ("**Secondary Cable**"); and

WHEREAS, the Village received four bids to provide the Village Secondary Cable; and opened the Bids on January 20, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that WESCO Distribution, Inc. ("**Wesco**") is the lowest responsive and responsible bidder to provide the single phase Secondary Cable ("**Single Phase Cable**"); and

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase Single Phase Cable from Wesco in an amount not to exceed \$40,447.00 ("**Contract**"); and

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

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 Wesco in a final form approved by the Village Manager.

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

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

[SIGNATURE PAGE FOLLOWS]

February 1, 2022

R-17-2022

ADOPTED this 1st day of February, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

VILLAGE OF WINNETKA

**CONTRACT/BID
FOR 600 Volt Underground Cable**

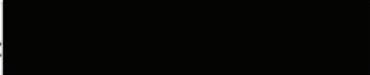
Full Name of Bidder:

WESCO DIST INC
("Bidder")

Principal Office Address:

2401 INTERNATIONAL AVE PKY
WOODRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS Telephone: 

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
1, 2	3-C 500 KCMIL 4-C 500 KCMIL	See pricing form in Attachment A.	SEE PG 10	\$154,286.88

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.00 per pound. Aluminum base prices for bids: \$1.25 per pound. All other manufacturing costs shall be fixed at the bid price.
- (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 3-4 WKS ARO20.

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.

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

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 20th date of JANUARY 2022

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

Bidder's Name: WESCO DIST

Doing Business As (if different): WESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

Bidder's Business Address: 2401 INTERNATIONAL PKY
WOODRIDGE, IL 60527

Bidder's Business Telephone:  Facsimile: ()

If a Corporation or Partnership, list all Officers or Partners:

<u>JOHN ENGEL</u>	<u>PRESIDENT</u>	
<u>DAVID SCHULTZ</u>	<u>CEO</u>	
<u>CHARL WOLF</u>	<u>VP, HR OFFICER</u>	

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 600 VOLT UNDERGROUND CABLE

1. Stranded copper conductor in the sizes and amounts indicated below.

Item	Size	Strands	Quantity To Be Ordered	Maximum Reel	Cable Lay
1.	3-1/c 500 kcmil	37	950 ft.	1,000 ft.	Triplexed
2.	4-1/c 500 kcmil	37	2,138 ft.	750 ft.	Quadruplexed

2. Insulation shall be rated for RHH, RHW-2, and USE-2. Suitable for direct burial or conduit installation and for 90°C operation in dry or wet locations.
3. Cable shall be supplied in the following configurations as ordered:
 Larger than #2 A.W.G., 3 – 1/c cables, triplexed.
 Larger than #2 A.W.G., 4 – 1/c cables, quadruplexed.
4. Cable shall be identified on the covering in contrasting color by manufacturer's name, year of manufacture, type of insulation, conductor material and size, and sequential footage markings.
5. All cable ends will be capped to prevent water entry.
6. Reel type: Non-returnable, Maximum Size 84" diameter x 58" wide.
7. Reel coverings as shown below. Cable not shipped as shown will be rejected.
 A. Level 5, Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
 B. Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
8. Tolerances of cable lengths: $\pm 5\%$.
9. Cutting lengths shall be specified as needed.
10. Cable shall be delivered in open, flat bed trucks. Reels shipped flat will be rejected.
11. Copper base price shall be \$5.00 per pound. All other manufacturing costs shall be fixed at the bid unit price. Metals escalation / de-escalation will be applicable. Vendor's quote to specify if date of manufacture or date of shipment will be used for determining metals adjustment.
12. Items may be individually awarded separately.
13. Deliveries: Required 48 hours advance notification @ (847) 716-3551.
 Receiving hours: Monday to Friday, 7:30am to 2:30pm.
 Village of Winnetka Yards
 1390 Willow Road, Winnetka, IL 60093
14. Approved cable manufacturers:
 BICC (General), Okonite, Service Wire Co., Southwire, and Prysmian.

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY

MANUFACTURER (600V CABLE): SERVICE WIRE + CABLE

2) Bid Worksheet

600V Cable

Item	Description	Strands	Cable Lay	Unit Price (per foot)	Lead Time (Weeks/Days)
1.	3-1/c 500 kcmil	37	Triplexed	40.548	28
2.	4-1/c 500 kcmil	37	Quadraplexed	54.147	28

Cable will be export packaged Standard packaging, F.O.B. Winnetka

NOTE: ITEMS MAY BE AWARDED SEPARATELY. IF THERE IS ADDITIONAL DISCOUNT/LOWER UNIT PRICE FOR BIDDER TO BE AWARDED BOTH ITEMS, PLEASE MAKE REFERENCE ON BID RESPONSE.

Exhibit A: Bid Tabulation and Cable Purchase Detail

ATTACHMENT 3

Bid Tabulation: RFB #022-002

600 Volt Cable	Okonite (Mfr. by Okonite)	Wesco (Mfr. by Service Wire)	Power Line Supply (Mfr. by Service Wire)	Graybar (Mfr. by Service Wire)
3-1/c 500 kcmil Copper	\$51.790	\$40.548	\$42.0300	\$42.0800
4-1/c 500 kcmil Copper	\$53.683	\$54.147	\$55.9000	\$55.9100
Leadtime:	14-16 weeks	28 days	3 weeks	3 weeks

Cable Purchase Detail

600 Volt Cable	Quantity Required (ft.)	Unit Price (\$/ft.) Per Bid	Metals Escalation	Shipping Length Tolerance (5%)	Extended Price
3-1/c 500 kcmil Copper	950	\$40.548	\$0.00	\$1,926.03	\$40,446.63
4-1/c 500 kcmil Copper	2,138	\$53.683	\$0.00	\$5,738.71	\$120,512.97

Single Phase Cable (3-1/c 500 kcmil) Award Recommendation: **\$40,447.00 Wesco**
Three Phase Cable (4-1/c 500 kcmil) Award Recommendation: **\$120,513.00 Okonite**

Notes:

- 1) Okonite required minimum order quantity of 1,000 ft. for Item 1.
- 2) Unit prices shown for Power Line Supply are for individual award of cables. Vendor offered discount if both items were awarded to their company. Unit prices based on combined award were \$41.36/ft. for Item #1 and \$55.01/ft. for Item #2.



Agenda Item Executive Summary

Title: Resolution No. R-18-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of 15kV Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 02/01/22

Consent: YES NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Item History:

The 2022 Electric Fund Budget contains \$436,806 (account #500.42.31-660) for the purchase of cable.

Executive Summary:

Staff is requesting approval to order 15kV cable to ensure that the utility's cable inventory is sufficient to restock existing inventory that will be used during 2022. The Water & Electric Department issued Bid Number 022-003 for 15kV 3-1/c 350 kcmil underground cable. The 350 kcmil cable size is one of two larger conductor sizes used for the main "backbone" of underground distribution circuits. This cable is required for the replacement of aging infrastructure. Staff received bids from two vendors: Wesco Distribution, Inc. (Wesco) and The Okonite Company. The lowest qualified bid was submitted by Wesco. The electric distributor quoted cable manufactured by Prysmian which is acceptable to Water & Electric. A third entity, Resco, that has historically bid on 15kV cable declined to bid. The electrical distributor cited being unable to secure a quote from a manufacturer due to no availability of manufacturing slots for the year 2022.

The cost of cable is significantly impacted by the price of metals. Bid prices are indexed to the cost of copper. At the time of bid, the base price of \$5.10/lb. for copper was used. Exhibit A contains a bid tabulation along with additional detail on the unit pricing, quantities, and shipping length tolerances.

Resolution No. R-18-2022, prepared by the Village Attorney, authorizes the Village Manager to purchase the 15kV cable in an amount not to exceed \$160,461 under the contract with Wesco.

The FY2022 Electric Fund budget contains \$436,806 (account #500.42.31-660) for the purchase of cable.

Executive Summary (continued):

To date, Water & Electric has expended \$147,196 on cable purchases for 2022.

Recommendation:

Consider adoption of Resolution No. R-18-2022, approving a contract with Wesco for the purchase of 15kV underground cable in an amount not to exceed \$160,461.00.

Attachments:

1. Resolution No. R-18-2022: Approving a Contract with Wesco for the Purchase of 15kV
Underground Cable
2. Contract for 15kV Cable
3. Bid Tabulation and Cable Purchase Detail

ATTACHMENT 1

RESOLUTION NO. R-18-2022

A RESOLUTION APPROVING A CONTRACT WITH WESCO DISTRIBUTION, INC. FOR THE PURCHASE OF 15KV UNDERGROUND CABLE

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 #022-003 (“*Request for Bids*”) for the purchase of 15kV underground electric cable (“*Cable*”) by the Village Water & Electric Department; and

WHEREAS, the Village received two bids (“*Bids*”) to provide the Cable and opened the Bids on January 20, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that WESCO Distribution, Inc. (“*Wesco*”) is the lowest responsive and responsible bidder to provide the Cable; and

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase Cable from Wesco in an amount not to exceed \$160,461.00 (“*Contract*”); and

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

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 Wesco in a final form approved by the Village Manager.

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

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

[SIGNATURE PAGE FOLLOWS]

February 1, 2022

R-18-2022

ADOPTED this 1st day of February, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

(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
1	350 KC Mil Copper	See pricing form in Attachment A.	38.205	152,820.00

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) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.10 per pound. All other manufacturing costs shall be fixed at the bid price.
- (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 NOVEMBER, 20 22

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.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$5.10 per pound**. All other manufacturing costs shall be fixed at the bid price.

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 20th date of JANUARY 2022

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

Bidder's Name: WESCO DIST

Doing Business As (if different): WESCO

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE) Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

Bidder's Business Address: 2401 INTERNATIONAL PKY
WOODRIDGE, IL 60517

Bidder's Business Telephone:  Facsimile: ()

If a Corporation or Partnership, list all Officers or Partners:

<u>JOHN ENGEL</u>	<u>PRESIDENT</u>	
<u>DAVID SCHULTZ</u>	<u>CFD</u>	
<u>CHRIS WOLF</u>	<u>VP, HR OFFICER</u>	

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 15 KV CABLE

Item	Size and Conductor	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Max Reel Lengths (ft.)
1.	350 kcmil Copper	3	1/3	37	Parallel	4,000	Nominal: 1,280 5%, +5%

- 2) Compressed stranding, strand filled per ICEA T-31-610.
- 3) Concentric copper neutral.
- 4) 220 mil insulation thickness.
- 5) Ethylene propylene rubber insulation (EPR).
- 6) Jacketed.
- 7) Drawing showing cable construction, tolerances and materials shall be submitted with the bid.
- 8) Cable shall be identified on the jacket in contrasting color with manufacturer's name, year of manufacture, type of insulation, conductor size and material, and sequential footage markings.
- 9) All cable ends shall be capped to prevent water entry.
- 10) Reel type shall be non-returnable with a maximum 84" diameter X 58" .
- 11) Reel coverings as shown below. Cable not shipped as shown will be rejected.
 Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
 Or manufacturer's standard with shipment made freight included, F.O.B. Winnetka.
- 12) Tolerance of cable lengths, -5%, +5%.
- 13) Cable shall be supplied to the stricter of AEIC and ICEA specifications except that AEIC Table E-1 shall be 5 picocoulombs at all voltages.
- 14) Cable shall be delivered on an open, flat bed truck. Reels shipped flat will be rejected.
- 15) Deliveries: Required 48 hours advance notification @ XXXXXXXXXX
 Receiving hours: Monday to Friday, 7:30am to 2:30pm.
 Village of Winnetka Yards, 1390 Willow Road, Winnetka, IL 60093
- 16) Approved cable manufacturers: General Cable, Okonite, Kerite and Prysman.
- 17) Copper base price for bids: **\$5.10 per pound**. All other manufacturing costs shall be fixed at the bid price.

2) Worksheet

15kV Cable

Item	Description	Number of Conductors	Concentric Shielding	Strands	Cable Lay	Order Quantity (ft.)	Unit Price (per ft.)	Lead Time (weeks)
1.	350 kcmil Copper	3	1/3	37	Parallel	4,000	38.205	40-42

Cable will be export packaged

Standard packaging, F.O.B. Winnetka

MANUFACTURER (15kV CABLE): PRYSMIAN

TERMS: N-30 DAYS

ATTACHMENT 3

EXHIBIT A

Bid Tabulation and Cable Purchase Detail RFB #022-003 15kV Cable

Bid Tabulation:

Item	Vendor	
	<i>The Okonite Co. (Okonite)</i>	<i>Wesco (Prysmian)</i>
350 kmil Copper	\$43.746	\$38.205

Lead time: 32-34 weeks Lead time: 40-42 weeks

Cable Purchase Detail:

Item	Unit Price (\$/ft.)	Order Quantity	Shipping Length / Packaging	Extended Price
350 kmil Copper	\$38.2050	4,000	\$7,641.00	\$160,461.00

TOTAL: \$160,461.00



Agenda Item Executive Summary

Title: Resolution No. R-19-22: Approving Change Order No. 1 to the Contract with Deuchler for Submissions for NPDES Permit (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 02/01/22

Consent: YES NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Item History:

At the December 5, 2017, Village Council Meeting, the Council adopted Resolution No. R-78-2017: A Resolution Approving a Professional Services Agreement with Deuchler Environmental, Inc. for Submission of a National Pollutant Discharge Elimination System (NPDES) Permit.

The 2022 Electric Fund Budget contains \$130,000 (account #500.40.01-551) for consulting services associated with the renewal of the Electric Plant's NPDES permit.

Executive Summary:

In December 2017, the Village entered into an agreement with Deuchler Environmental Inc. for the professional services required to submit the Electric Plant's renewal application for a National Pollutant Discharge Elimination System (NPDES) permit. The NPDES permit program addresses water pollution by regulating point sources that discharge to the waters of the United States. The Electric Plant is required to have this type of permit for the electric generation which utilizes Lake Michigan cooling water for condenser and equipment cooling. At that time, the existing permit was to expire in August 2018. The required professional services included thermal calculations required for the application, review and revision to the plants' storm water pollution prevention plan (SWPPP), compilation and submittal of the NPDES renewal application. The renewal application was submitted to the IEPA in February 2018.

Until such time that the IEPA acts on a renewal application, a permittee continues to operate under the existing permit. At the end of May 2021, staff received the first formal response from the IEPA with a request for additional information. The agency requested information on historical annual operating hours of generating units, design information on the intake structure and any potential impact on fish mortality. With the assistance of Deuchler (formerly Deuchler Environmental), the Village has responded to data requests from the IEPA. Additional professional services are required to further respond to additional questions on the NPDES Permit application.

In 2017, the Village Council approved funding in the amount of \$51,045 for the professional services required for the submittal of a renewal application. Of the originally authorized funding, staff has expended \$49,236 to complete the submittal of the renewal application and address the initial review comments from the IEPA. Staff is requesting additional funding authorization to continue working with Deuchler on the renewal application.

Executive Summary (continued):

The consultant has provided a proposal dated January 20, 2022, for the additional professional services required to address the IEPA's review comments at an estimated cost of \$30,000. This would increase the total approved funding to the professional services contract to \$81,045. The funding does not include an impingement study if that is ultimately required by the IEPA.

The 2022 Electric Fund Budget contains \$130,000 (account #500.40.01-551) for consulting services associated with the renewal of the Electric Plant's NPDES permit. Consulting services to address the IEPA review comments was budgeted in the amount of \$30,000 and \$100,000 was budgeted for a potential impingement study if required by the IEPA.

Resolution No. R-19-2022, prepared by the Village Attorney, authorizes a change order to the agreement with Deuchler.

Recommendation:

Consider adoption of Resolution No. R-19-22: Approving Change Order No. 1 to the Contract with Deuchler for Submissions for NPDES Permit (Adoption)

Attachments:

1. Resolution No. R-19-22: Approving Change Order No. 1 to the Contract with Deuchler for Submissions for NPDES Permit (Adoption)
2. Deuchler Proposal dated January 20, 2022: Proposal for Professional Services to Complete a NPDES Permit Application

ATTACHMENT 1

RESOLUTION NO. R-19-2022

A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH DEUCHLER FOR SUBMISSIONS FOR A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

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

WHEREAS, the Village is required to maintain a National Pollutant Discharge Elimination Permit ("**Permit**") issued by the Illinois Environmental Protection Agency ("**IEPA**") to use Lake Michigan water to cool its electric generation condenser and equipment; and

WHEREAS, on December 5, 2017, the Village Council approved Resolution R-78-2017 authorizing the Village to enter into a contract ("**Contract**") with Deuchler Environmental, Inc. ("**Deuchler**"), to prepare and submit an application to the IEPA to renew the Village's current Permit ("**Services**"); and

WHEREAS, a successor entity to Deuchler merged with Fehr-Graham & Associates LLC ("**Contractor**") on November 1, 2020 and assigned its interest in the Contract to Contractor on November 1, 2020; and

WHEREAS, the IEPA has requested that the Village submit additional information in connection with its Permit application, the preparation of which is not included in the Services ("**Additional Services**"); and

WHEREAS, the Contractor has agreed to perform the Additional Services pursuant to a change order ("**Change Order No. 1**"); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 1 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 CHANGE ORDER NO. 1. The Village Council hereby approves Change Order No. 1 in substantially the form attached as **Exhibit A** and a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 1, after receipt by the

Village Manager of two executed copies of Change Order No. 1 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 1 from Contractor within 30 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 1 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 1st day of February, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CHANGE ORDER NO. 1



January 20, 2022

Mr. Brian Keys
Director of Water and Electric
Village of Winnetka
510 Green Bay Road
Winnetka, Illinois 60093

**Re: Village of Winnetka - Winnetka Power Station: NPDES Permit Renewal
Additional Scope**

Dear Mr. Keys:

Deuchler, A Division of Fehr Graham, is pleased to present you with this proposal for additional professional services for the completion of a National Pollutant Discharge Elimination System (NPDES) Permit Application. Our team will provide the following scope of services:

SCOPE OF SERVICES

The scope of this project is to complete the NPDES Permit Application by addressing the Illinois Environmental Protection Agency's (IEPA) concerns for a Source Water Baseline Characterization Report (122.21(r)(4) and Entrainment Performance Standards (122.21(r)(7)). This task does not include an impingement study if ultimately required by the IEPA. The following activities are included in this project scope:

Source Baseline Characterization Report

Tasks include:

- Ⓜ A list of the data in paragraphs (r)(4)(ii) through (vi) of this section that are not available, and efforts made to identify sources of the data.
- Ⓜ A list of species (or relevant taxa) for all life stages and their relative abundance in the vicinity of the cooling water intake structure.
- Ⓜ Identification of the species and life stages that would be most susceptible to impingement and entrainment. Species evaluated should include the forage base as well as those most important in terms of significance to commercial and recreational fisheries.
- Ⓜ Identification and evaluation of the primary period of reproduction, larval recruitment, and period of peak abundance for relevant taxa.
- Ⓜ Data representative of the seasonal and daily activities (e.g., feeding and water column migration) of biological organisms in the vicinity of the cooling water intake structure.
- Ⓜ Identification of all threatened, endangered, and other protected species that might be susceptible to impingement and entrainment at the cooling water intake structure.
- Ⓜ Documentation of any public participation or consultation with Federal or State agencies undertaken in development of the plan.

- ☐ Identification of protective measures and stabilization activities that have been implemented, and a description of how these measures and activities affected the baseline water condition in the vicinity of the intake.

Entrainment Performance Standards

Tasks include:

- ☐ Studies from other facilities will be obtained to address technology efficacy, through-facility entrainment survival, and other entrainment studies.
- ☐ Provide an explanation as to why the data from the locations are relevant and representative of conditions at the facility.

Project Management

Tasks include:

- ☐ Address comments by IEPA.
- ☐ Facilitate communications with IEPA and Winnetka.
- ☐ Provide additional information as needed to IEPA.

PROJECT COST

In developing the estimated cost for this effort, the following assumptions were made:

- ☐ The work will be performed in 2022.
- ☐ No field work specifically associated with this project is required; existing information and data will be used. No site visits will be necessary, and all discussions will take place via phone call or virtual.
- ☐ Revise the existing Section 122.21(r)(2) through (r)(8) report previously submitted for the Winnetka Power Generation Station (WPGS) and provide for review and comment. These reports will be in standard report format and will be provided only electronically (i.e., no hard copies). One round of comments has been anticipated.
- ☐ Once the reports are finalized, we will remain available to respond to questions from WPGS or IEPA, as needed. However, our cost does not include addressing IEPA comments if this requires additional detailed evaluations and/or studies.

The estimated price to implement the additional scope of work outlined above, on a time and materials (T&M) basis, is \$30,000.00. We have not included any other direct costs (e.g., travel-related expenses) in our price; however, if required, they would be invoiced at cost plus 10%.

January 20, 2022
Mr. Brian Keys, Village of Winnetka
Winnetka Power Station: NPDES Permit Renewal Additional Scope
Page 3

AUTHORIZATION

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please issue a Change Order to have the proposed scope and fee added to the existing Professional Services Agreement dated November 28, 2017 between Deuchler and the Village of Winnetka (Fehr Graham Project 21-2097).

If you should have any questions, please do not hesitate to contact me.

Sincerely,



Leonard Dane
Senior Environmental Scientist

LRD:kmd

Authorization:

_____ **Date:** _____

N:\Proposals\2022\Leonard Dane\Village of Winnetka\Winnetka NPDES Permit App - Change Order Project #21-2097.docx



Agenda Item Executive Summary

Title: Resolution No. R-20-2022: Waiving Bidding and Approving the Purchase of a Leaf Vacuum Machine from Partner's Manufacturing Group, Inc.(Adoption)

Presenter: Giovanni McLean - Director of Public Works

Agenda Date: 02/01/2022

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Consent: YES NO

Item History:

2022 Budget Item.

Executive Summary:

The Public Works Department FY2022 capital budget contains \$118,000 for the replacement of a 2004 Dinkmar leaf collector. The current equipment has been used extensively for leaf collection operations and was scheduled to be replaced in CY2019. This equipment exceeds the Department's policy for the replacement based on age and operational hours of the equipment. The Public Works Department is proposing to replace this equipment with a 2022 Dinkmar 14/16 yard leaf vacuum machine. This is a manufacturer direct purchase from Partners Manufacturing Group, Inc. the parent company for Dinkmar.

Partners Manufacturing Group, Inc. submitted a quote to the Village of Winnetka for a 2022 Leaf Vacuum Machine, for an amount not to exceed \$69,950. Staff confirmed that the equipment proposal meets the requirements of the Village's leaf collection operational needs. The leaf collector is also consistent with the existing fleet which allows standardization of maintenance activities and replacement parts.

The FY2022 Public Works capital budget contains a total of \$343,000 (account #100.30.01-625) for the purchase equipment replacement purchases. The account will have a remaining balance of \$273,050 after the purchase of the leaf vacuum machine.

Recommendation:

Consider adopting Resolution No. R-20-2022, a resolution waiving bidding requirements and awarding the purchase of a leaf vacuum machine from to Partners Manufacturing Group, Inc., in an amount not to exceed \$69,950.

Attachments:

1. Resolution No. R-20-2022: Waiving Bidding and Approving the Purchase of a Leaf Vacuum Machine from Partner's Manufacturing Group, Inc.

ATTACHMENT 1

RESOLUTION NO. R-20-2022

A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE OF A LEAF VACUUM MACHINE FROM PARTNER'S MANUFACTURING GROUP, INC.

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

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

WHEREAS, the Village Public Works Department has identified the need to replace a leaf vacuum with a new Dinkmar 14/16 yard leaf vacuum machine ("*Leaf Vacuum Machine*"); and

WHEREAS, the Village maintains a fleet of Dinkmar leaf vacuums manufactured by Partner's Manufacturing Group Inc., ("*Manufacturer*"); and

WHEREAS, purchasing the Leaf Vacuum Machine from Manufacturer will enable the Village to standardize maintenance activities and replacement part purchases across its fleet of leaf vacuums; and

WHEREAS, the Village desires to enter into a purchase order with Manufacturer to provide the Leaf Vacuum Machine in an amount not to exceed \$69,950.00 ("*Purchase Order*"); and

WHEREAS, pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, and in accordance with Section IV.3.D of the Village's Purchasing Manual, the bidding requirements may be waived for contracts for supplies available from a single source, and which by their nature are not adaptable to competitive bidding; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to (i) waive the bidding requirement pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual; and (ii) enter into the Purchase Order with the Manufacturer for an amount not to exceed \$69,950.00;

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

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

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing

February 1, 2022

R- 20-2022

Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Leaf Vacuum Machine.

SECTION 3. APPROVAL OF PURCHASE ORDER. The Village Council hereby approves the Purchase Order in final form approved by the Village Manager.

SECTION 4. AUTHORIZATION TO EXECUTE PURCHASE ORDER. 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 Purchase Order after receipt by the Village Manager of two executed copies of the final Purchase Order from Manufacturer; provided, however, that if the Village Manager does not receive two executed copies of the final Purchase Order from Manufacturer within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Purchase Order will, at the option of the Village Council, be null and void.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 1st day of February, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Resolution No. R-21-2022: Approving the Purchase of a John Deere Loader from West Side Tractor Sales Co. (Adoption)

Presenter: Giovanni McLean - Director of Public Works

Agenda Date: 02/01/22

Consent: YES NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Item History:

2022 Budget Item

Executive Summary:

The Public Works Department FY2022 capital budget contains \$225,000 (account #100.30.01-625) for the replacement a 2004 roll-off dump truck (PW-13). Due to continued global supply chain issues, the sole distributor of Freightliner chassis advised that there is no allocation availability until CY2023. As a result, Staff proposes delaying this purchase and utilizing the available budget towards the purchase of a new John Deere Loader, which is scheduled for replacement in FY2023.

Per the five year Capital Plan, the 2006 John Deere Loader (PW-35) is scheduled for replacement in FY2023. This equipment exceeds the Department's policy for the replacement based on age and operational hours of the equipment. Staff has confirmed availability of the John Deere Loader and proposes to move forward the replacement from FY2023 to this budget year (FY2022).

To ensure the most fiscally prudent purchase price, the Public Works Department proposes to leverage pricing received as part of the Sourcewell Contract, formerly known as National Joint Powers Alliance (NJPA). This is a joint purchasing consortium that jointly solicits goods and services for state and local governments. The Village has taken advantage of competitive pricing through this program previously for equipment purchases.

West Side Tractor Sales Co. submitted an initial quote to the Village of Winnetka for a 2022 John Deere Loader for a price of \$311,900. The final quote was lowered to \$261,900.47 after including a trade-in credit (\$50,000) for the existing 2006 John Deere Loader. Staff confirmed that the equipment proposal meets the requirements of the Village's operational needs.

Executive Summary (continued):

Staff proposes to seek approval from the Council to trade-in the existing 2006 John Deere Loader with West Side Tractor Sales Co. The trade-in credit will result in a reduced purchase cost of the new equipment.

The FY2022 Public Works capital budget contains a total \$343,000 (account #100.30.01-625) for equipment replacement purchases. After the purchase of the leaf collector (\$69,950) and the purchase of the John Deere Loader (\$261,90.47), the remaining balance in the Capital account is \$11,149.53, ensuring equipment purchase remain within budget this year.

Recommendation:

Consider adopting Resolution No. R-21-2022, awarding a purchase of a John Deere Loader under the Sourcewell Contract No. 032119-JDC from West Side Tractor Sales Co. in an amount not to exceed \$261,900.47, and the disposal of 2006 John Deere Loader.

Attachments:

1. Resolution No. R-21-2022: Approving the Purchase of a John Deere Loader from West Side Tractor Sales Co.
2. Sourcewell Quote from West Side Tractor Sales Co.

ATTACHMENT 1

RESOLUTION NO. R-21-2022

A RESOLUTION APPROVING THE PURCHASE OF A JOHN DEERE LOADER FROM WEST SIDE TRACTOR SALES CO.

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

WHEREAS, the Village of Winnetka ("**Village**") is a member of Sourcewell ("**Sourcewell**"), a municipal national contracting agency for units of local government, and educational and non-profit organizations; and

WHEREAS, Sourcewell permits units of local governments to purchase commodities and services according to nationally leveraged and competitively solicited purchasing contracts, resulting in significant savings for the Village; and

WHEREAS, the Village Public Works Department ("**Department**") has identified the need to replace one 2006 John Deere 644 Loader ("**Existing Loader**") with one 2022 John Deere 644 P Loader ("**New Loader**"); and

WHEREAS, Sourcewell sought bids for the award of a contract for the purchase of the New Loader ("**Purchase Contract**"); and

WHEREAS, Sourcewell secured fixed, per-unit pricing from West Side Tractor Sales Co. ("**West Side**") for the New Loader; and

WHEREAS, West Side has offered a total trade-in value of \$50,000.00 for the Existing Loader to be used toward to purchase of the New Loader, bringing the final purchase price for the New Loader to \$261,900.47; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the New Loader from West Side, in the amount of \$261,900.47, in accordance with the Purchase Contract;

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: AUTHORIZATION TO DISPOSE OF EXISTING LOADER. Pursuant to the Village's home rule authority, the Village Council hereby authorizes the Village Manager, or the Manager's designee, to dispose of the Existing Loader by trading it in to West Side for \$50,000.00.

February 1, 2022

R- 21-2022

SECTION 3. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase by the Village of the New Loader from West Side, in the total amount of \$261,900.47, in accordance with the Purchase Contract.

SECTION 4. EXECUTION OF REQUIRED DOCUMENTS. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary to trade in the Existing Loader and purchase the New Loader from West Side in an amount not to exceed \$261,900.47.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 1st day of February, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2



January 7, 2022

WINNETKA, VILLAGE OF
PUBLIC WORKS 1390 WILLOW RD.
WINNETKA, IL
ANDY MALKOWSKI

2022 John Deere 644 P 4WD Loader
SOURCEWELL Cooperative Contract 032119-JDC

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
6050DW	644 P-TIER 4WD LOADER	1	314,514.00
924	JD POWERTECH ENGINE	1	37,509.00
1010	STANDARD WHEEL LOADER	1	-
1120	5 SP TRANSMISSION W/ LOCK UP	1	-
1217	140 AMP ALTERNATOR	1	347.00
1330	CHROME CURVED STACK	1	443.00
1430	AIR INTAKE WITH PRECLEANER	1	667.00
1520	AUTOMATIC REVERSING HYD FAN	1	1,792.00
1610	FUEL TANK W STD FILTER	1	-
170K	JDLINK	1	-
1910	PREMIUM CAB	1	(512.00)
1945	7" MONITOR W REAR DISPLAY	1	1,645.00
1970	HYDRAU HYDRAULIC FLUID	1	-
2020	HIGH LIFT Z-BAR	1	6,040.00
2120	STEERING WHEEL ONLY	1	-
2240	PREMIUM SEAT	1	1,295.00
2360	JOYSTICK CONTROLS	1	-
2403	THREE FUNCTION HYDRAULICS	1	2,231.00
2510	RIDE CONTROL	1	4,818.00
2605	ENGLISH DECALS & MANUALS	1	-
2730	30 AMP CONVERTER	1	265.00
2890	NO PAYLOAD SCALE NO COUNTER	1	-
3049	AXLE,W/ HYD FRONT & REAR	1	2,982.00
3120	MANUAL DIFFERENTIAL LOCK	1	-
4621	23.5R25 L3 1 STAR MI-3PC RIM	1	27,273.00
5320	LESS TPMS SYSTEM	1	-
5560	FULL FR & REAR FENDER & FLAP	1	3,085.00
5610	LEFT SIDE STEPS ONLY	1	-
5840	NO FORK FRAME	1	-
5940	NO TINES	1	-

7140	PREMIUM LED LIGHT PACKAGE	1	1,449.00
8220	REAR HITCH & COUNTERWEIGHT	1	-
8240	REAR CAMERA ONLY	1	-
8298	NO STROBE BEACON OR BRACKET	1	-
8350	EXTERIOR MIRRORS-HEAT&POWER	1	712.00
8370	RADIO - PREMIUM	1	850.00
8450	AC CHARGE	1	-
8559	HYD COUPLER-JRB 418 PATTERN	1	7,589.00
8860	CUTTING EDGE BOLT ON - LONG	1	2,487.00
8932	BUCKET - 4.0 CUBIC YARD	1	8,985.00
9015	ENGINE BLOCK HEATER	1	243.00
9240	ENGINE COMPARTMENT LIGHT	1	180.00
List Price			\$ 426,889.00
Discount 37%			\$ 157,948.93
Net Price			\$ 268,940.07

Custom Jobs

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,800.00
	Dealer Provided Delivery	1	800.00
	Labor for field installed kits	1	2,744.00
Ext Warranty	Extended Comprehensive warranty 6yr/ 3000hrs whichever occurs	1	9,682.86
Parts	Service and Test CD	1	917.00
Midwest	Auto Lube Installed	1	7,182.35
Service	Install 4 Razor LED Marker Lights	1	650.00
Arctic	ARCTIC HD14	1	16,137.14
Total Price			\$ 39,913.35

Quote Summary (per unit)

Item Description	Prices
Machine Net Price	\$ 268,940.07
Custom Jobs	\$ 39,913.35
Price per Machine	\$ 308,853.42
Destination	Freight Charge
Wauconda, IL 60084	\$ 3,047.06

Total Net Price Quantity (1) \$ 311,900.47

Less Trade-in

2006 John Deere 644J with 8816 hours	50,000.00
Net Price less Trade-Ins	\$ 261,900.47

Warranty Terms

644 P includes • Full Machine 12 Month -Unlimited Hour Warranty
 Extended Comprehensive warranty 6yr/ 3000hrs whichever occurs first

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.

Chris Mazzoni - Sales Representative West Side Tractor Sales - (847) 526-7700 • Fax (847) 526-3565 -
 Cmazzoni@westsidetractorsales.com



Agenda Item Executive Summary

Title: Resolution No. R-24-2022: Approving a Contract with the Okonite Company, Inc. for the Purchase of 600 Volt Underground Cable (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 02/01/22

Consent: YES NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Item History:

The 2022 Electric Fund Budget contains \$436,806 for the purchase of underground conductors.

Executive Summary:

The Water & Electric Department issued Bid Number 022-002 for the purchase of 600 volt 500 kemil copper underground (single phase and three phase) cable. Staff received bids from four vendors: Wesco Distribution Inc. (Wesco), The Okonite Company, Graybar and Power Line Supply. The lowest qualified bid for the single phase secondary cable was submitted by Wesco. The lowest qualified bid for the three phase secondary cable was submitted by The Okonite Company. Wesco quoted cable manufactured by Service Wire Company which is acceptable to the Water & Electric Department. Okonite quoted cable manufactured by their company which is also acceptable.

The cost of cable is significantly impacted by the price of metals. Bid prices are indexed to the cost of copper. At the time of bid, the base price of \$5.00/lb. for copper was used. Exhibit A contains a bid tabulation along with additional detail on the unit pricing, order quantity, metals escalation and shipping length tolerance.

Resolution No. R-24-2022, prepared by the Village Attorney, authorizes the Village Manager to purchase 600 volt three phase underground secondary cable in an amount not to exceed \$120,513 under a contract with Okonite.

The FY2022 Electric Fund budget contains \$436,806 (account #500.42.31-660) for the purchase of cable. To date, the Electric Fund has expended \$147,196 toward the purchase of cable.

Executive Summary (continued):

Recommendation:

Consider adoption of Resolution No. R-24-2022, approving a contract with Okonite for the purchase of 600 volt three phase underground cable, in an amount not to exceed \$120,513.

Attachments:

1. Resolution No. R-24-2022: Approving a Contract with The Okonite Company, Inc. for the Purchase of 600 Volt Underground Cable
2. Contract for 600 Volt Underground Cable
3. Bid Tabulation and Cable Purchase Detail

ATTACHMENT 1

RESOLUTION NO. R-24-2022

A RESOLUTION APPROVING A CONTRACT WITH THE OKONITE COMPANY, INC. FOR THE PURCHASE OF 600 VOLT UNDERGROUND CABLE

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 #022-002 for the purchase of 600 volt single phase and three phase secondary cable ("**Secondary Cable**"); and

WHEREAS, the Village received four bids to provide the Village Secondary Cable; and opened the Bids on January 20, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that The Okonite Company, Inc. ("**Okonite**") is the lowest responsive and responsible bidder to provide the three phase Secondary Cable ("**Three Phase Cable**"); and

WHEREAS, the Village Council desires to enter into a contract with Okonite for the Village to purchase Three Phase Cable from Okonite in an amount not to exceed \$120,513.00 ("**Contract**"); and

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

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 Okonite in a final form approved by the Village Manager.

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

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

[SIGNATURE PAGE FOLLOWS]

February 1, 2022

R-24-2022

ADOPTED this 1st day of February, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

ATTACHMENT 2

VILLAGE OF WINNETKA

**CONTRACT/BID
FOR 600 Volt Underground Cable**

Full Name of Bidder:

The Okonite Company
("Bidder")

Principal Office Address:

102 Hilltop Road
Ramsey, NJ 07446

Local Office Address:

2280 White Oak Circle
Suite 106
Aurora, IL 60502

Contact Name: Nich Koch Telephone 

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
		See pricing form in Attachment A.		

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

See pricing form in Attachment A.

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

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

- (1) All prices stated in the Schedule of Prices are firm and will not be subject to escalation or change; Metals' escalation or de-escalation will be utilized. Copper base price for bids: \$5.00 per pound. Aluminum base prices for bids: \$1.25 per pound. All other manufacturing costs shall be fixed at the bid price.
- (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 14-16 weeks, 20

A.R.O.

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.

5. Firm Proposal.

- 1) All prices and other terms stated in this Contract/Bid are firm and will not be subject to withdrawal, escalation, or change so long as Owner accepts this Contract/Bid within 24 days after the date this sealed Contract/Bid is opened. Metals' escalation or de-escalation will be utilized. Copper base price for bids: **\$5.00 per pound**. All other manufacturing costs shall be fixed at the bid price.

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 12th date of January 2022

ATTACHMENT A: SPECIFICATIONS

1) SPECIFICATIONS FOR 600 VOLT UNDERGROUND CABLE

1. Stranded copper conductor in the sizes and amounts indicated below.

Item	Size	Strands	Quantity To Be Ordered	Maximum Reel	Cable Lay
1.	3-1/c 500 kcmil	37	X 950 ft.	1,000 ft.	Triplexed
2.	4-1/c 500 kcmil	37	2,138 ft.	750 ft.	Quadrplexed

X 1000' MIN.

2. Insulation shall be rated for RHH, RHW-2, and USE-2. Suitable for direct burial or conduit installation and for 90°C operation in dry or wet locations.
3. Cable shall be supplied in the following configurations as ordered:
 Larger than #2 A.W.G., 3 – 1/c cables, triplexed.
 Larger than #2 A.W.G., 4 – 1/c cables, quadrplexed.
4. Cable shall be identified on the covering in contrasting color by manufacturer’s name, year of manufacture, type of insulation, conductor material and size, and sequential footage markings.
5. All cable ends will be capped to prevent water entry.
6. Reel type: Non-returnable, Maximum Size 84" diameter x 58" wide.
7. Reel coverings as shown below. Cable not shipped as shown will be rejected.
 A. Level 5, Export Packaging as defined by NEMA, WC 26-2008, EEMAC 201-2008 (wood lagging, outside edge of flange to outside edge of flange).
 B. Or manufacturer’s standard with shipment made freight included, F.O.B. Winnetka.
8. Tolerances of cable lengths: $\pm 5\%$.
9. Cutting lengths shall be specified as needed.
10. Cable shall be delivered in open, flat bed trucks. Reels shipped flat will be rejected.
11. Copper base price shall be \$5.00 per pound. All other manufacturing costs shall be fixed at the bid unit price. Metals escalation / de-escalation will be applicable. Vendor’s quote to specify if date of manufacture or date of shipment will be used for determining metals adjustment.
12. Items may be individually awarded separately.
13. Deliveries: Required 48 hours advance notification @ (847) 716-3551.
 Receiving hours: Monday to Friday, 7:30am to 2:30pm.
 Village of Winnetka Yards
 1390 Willow Road, Winnetka, IL 60093
14. Approved cable manufacturers:
 BICC (General), Okonite, Service Wire Co., Southwire, and Prysman.

NOTE: ALL UNIT PRICES MUST INCLUDE DELIVERY

MANUFACTURER (600V CABLE): The Okonite Co.

2) Bid Worksheet

600V Cable

Item	Description	Strands	Cable Lay	Unit Price (per foot)	Lead Time (Weeks/Days)
1.	3-1/c 500 kcmil	37	Triplexed	51.790	14-16 weeks
2.	4-1/c 500 kcmil	37	Quadraplexed	53.683	14-16 weeks

Cable will be export packaged

Standard packaging, F.O.B. Winnetka

NOTE: ITEMS MAY BE AWARDED SEPARATELY. IF THERE IS ADDITIONAL DISCOUNT/LOWER UNIT PRICE FOR BIDDER TO BE AWARDED BOTH ITEMS, PLEASE MAKE REFERENCE ON BID RESPONSE.

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 _____ 2022.

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: _____

Exhibit A: Bid Tabulation and Cable Purchase Detail

ATTACHMENT 3

Bid Tabulation: RFB #022-002

600 Volt Cable	Okonite (Mfr. by Okonite)	Wesco (Mfr. by Service Wire)	Power Line Supply (Mfr. by Service Wire)	Graybar (Mfr. by Service Wire)
3-1/c 500 kcmil Copper	\$51.790	\$40.548	\$42.0300	\$42.0800
4-1/c 500 kcmil Copper	\$53.683	\$54.147	\$55.9000	\$55.9100
Leadtime:	14-16 weeks	28 days	3 weeks	3 weeks

Cable Purchase Detail

600 Volt Cable	Quantity Required (ft.)	Unit Price (\$/ft.) Per Bid	Metals Escalation	Shipping Length Tolerance (5%)	Extended Price
3-1/c 500 kcmil Copper	950	\$40.548	\$0.00	\$1,926.03	\$40,446.63
4-1/c 500 kcmil Copper	2,138	\$53.683	\$0.00	\$5,738.71	\$120,512.97

Single Phase Cable (3-1/c 500 kcmil) Award Recommendation: **\$40,447.00 Wesco**
Three Phase Cable (4-1/c 500 kcmil) Award Recommendation: **\$120,513.00 Okonite**

Notes:

- 1) Okonite required minimum order quantity of 1,000 ft. for Item 1.
- 2) Unit prices shown for Power Line Supply are for individual award of cables. Vendor offered discount if both items were awarded to their company. Unit prices based on combined award were \$41.36/ft. for Item #1 and \$55.01/ft. for Item #2.



Agenda Item Executive Summary

Title: Resolution No. R-22-2022: Streetscape - Phase 4 Contract Approval (Adoption)

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

Agenda Date: 02/01/2022

Consent: YES NO

- | | |
|-------------------------------------|-------------------------|
| <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | Bid Authorization/Award |
| <input type="checkbox"/> | Policy Direction |
| <input type="checkbox"/> | Informational Only |

Item History:

1. August 17, 2021 - Village Staff presented the preliminary design concept to the Village Council. Village Council directed staff to move forward with the conceptual design and acquire proposals for design services.
2. September 9, 2021 - Staff presented, and the Village Council approved, Contracts for Professional Design Services with Ciorba Group, and Teska Associates to develop final design and construction documents.
3. January 11, 2022 - Village Council confirmed final Streetscape Phase 4 Plan, and directed staff to work with the Contractor to develop a favorable new contract proposal for the Chestnut Court, Chestnut & Oak Street Streetscape Project (Phase 4).

Executive Summary:

On January 11, 2022, Representatives from Teska Associates and Staff presented the final design for the Phase 4 Streetscape Project (Chestnut Court, Chestnut Street, Oak Street, Elm Street, and Spruce Street). At that meeting the Village Council agreed to waive the bidding requirements for construction of the Phase 4 Streetscape Project and continue to negotiate a favorable contract with ALamp Concrete, Inc.

Staff is requesting the Village Council’s concurrence to waive the bidding requirements for construction of the Phase 4 Streetscape Project (Chestnut Court, Chestnut Street, Oak Street, Elm Street, and Spruce Street) and to approve the negotiated contract with ALamp Concrete, Inc., out of Schaumburg, Illinois, for a not to exceed price of \$2,621,449.06

Staff is proposing to pay for this contract utilizing funding from the following FY 2022 Budgeted Funds:

Road Work & Streetscape Elements - Business District Revitalization Fund -	\$2,090,000
Water Main Work - Water Fund -	\$560,996
Transformer Relocation - Electric Fund -	\$45,534
Village Hall Parking Lot Reconstruction & Landscaping - General Capital Fund -	\$369,000
Total Funding for Streetscape Project	\$3,065,530

Recommendation:

Consider adopting Resolution No. R-22-2022 approving a contract for the Phase 4 Streetscape Project (Chestnut Court, Chestnut Street, Oak Street, Elm Street, and Spruce Street) with A Lamp Concrete Contractors, Inc. in the amount not to exceed \$2,621,449.06.

Attachments:

1. Agenda Report
2. Resolution R-22-2022
3. Proposal from ALamp Concrete, Inc.

ATTACHMENT 1

Agenda Report

Subject: Phase 4 Streetscape Project Construction Design and Pricing Consensus (Chestnut Court, Chestnut Street, Oak Street, Elm Street, and Spruce Street as well as Village Hall Parking Lot)

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

Date: January 27, 2022

Introduction

During the January 11, 2022, Village Council meeting, staff presented the final design and provided an update on the proposed Phase 4 Streetscape project, which includes Chestnut Court, and portions of Chestnut Street, Oak Street, Elm Street, and Spruce Street, as well as the reconstruction of the Village Hall parking lot. ALamp Concrete Contractors, Inc of Schaumburg IL, the contractor for the previous phases of the streetscape project, provided the Village with preliminary pricing for this year's proposed work. Given that ALamp held their pricing for the first three phases of Streetscape improvements beginning in 2019, and provided preliminary competitive unit pricing for the proposed Phase 4 project, staff requested the Council's concurrence to allow staff to finalize a negotiated agreement with ALamp to secure favorable pricing for our budget and schedule.

Contract Costs, and Purchase of Long Lead Time Items

Therefore, at the direction of the Village Council, staff worked with the contractor to finalize competitive unit pricing to ensure that the project is completed within the approved budgeted amounts. Within the FY 2022 Budget, the Village Council approved \$3,065,530 for the construction of the Phase 4 Streetscape Project. The funding sources are broken down as follows:

PHASE 4 STREETScape PROJECT COMPONENTS	FUNDING SOURCE	BUDGETED AMOUNT
Road Work & Streetscape Elements	Business District Revitalization Fund (420.15.01-650)	\$2,090,000
Water Main Work	Water Fund (520.62.41-660)	\$ 560,996
Transformer Relocation	Electric Fund (500.42.31-660)	\$ 45,534
Village Hall Parking Lot Reconstruction & Landscaping	General Capital Fund (100.35.23-650)	\$ 369,000
TOTAL		\$3,065,530

Based on discussions with the contractor, the Village was able to secure and finalize favorable pricing for the project. The table below shows the final costs for the Streetscape Phase 4 Project based on the final design and removal of the general contingency costs.

Budget Summary	January 11th Presentation	Final
Water Main Work	\$535,731	\$535,731
Streetscape – Roadway Items	\$758,495	\$762,375
Streetscape – Sidewalks, Pavers + Crosswalks	\$261,393	\$262,143
Streetscape – Street Lighting + Electrical (not including Transformer Relocation above)	\$566,593	\$580,304
Streetscape – Site Furnishings	\$90,700	\$82,000
Streetscape – Plantings (Structural soils, trees, tree grates, plantings and tree protection)	\$221,303	\$203,896
Mobilization: (5%), Maintenance of Traffic (3%)	\$180,000	\$195,000
Contingencies: General (10%)	\$252,521	\$0
Total A Lamp Contract	\$2,866,736	\$2,621,449
Transformer Relocation-Water & Electric Staff	\$91,000	\$91,000
Total Project Cost	\$2,957,736	\$2,712,449

In addition to the construction contract costs shown above, and as noted in the January 11th presentation, the Village will also be directly purchasing long lead time items and smaller contractual work activities. A list of these items is as follows:

- Irrigation system repairs (Moffat Mall) \$11,000
 - Brick Pavers \$32,500
 - Roadway Lights \$9,990
 - Pedestrian Lights (Standard and Short) \$140,000
 - Lighting Controller (Post Office Parking Lot) \$6,000
 - Holiday Décor – Vertical Garland and Wreaths \$14,700
- Total for Additional Purchased Items: \$214,190

Based on the unit costs negotiated with the contractor, and the costs for the additional items listed above that will be directly purchased by the Village, we will be able to complete all of the proposed Streetscape Phase 4 improvements within the approved FY 2022 budget and are projected to be approximately \$138,891 under budget for the full scope of work.

- FY 2022 Approved Budget: \$3,065,530
- Total Project Costs:
 - A Lamp Contract - \$2,621,449
 - Transformer Relocation - \$91,000
 - Long Lead Time Items - \$214,190
 - \$2,926,639
- Remaining Budget Balance: \$138,891

Streetscape Phase 4 – Schedule

Project Construction Window

With the completion of the final Streetscape design, staff plans to follow the benefits of beginning construction in mid-March (Phases 2 & 3) rather than late summer (Phase 1). Beginning a project in March and completing it by early June allowed the residents to enjoy the streetscape improvements during the warm weather months and avoid construction conflicts with traditional Village events. Installing parkway trees in the spring allows the trees to stabilize and grow during the summer and fall months before installing holiday lighting. Feedback received from residents and local businesses verified that the positive impacts of the streetscape improvements were more quickly achieved by applying this approach. Based on the success of the first three phases of construction, and the feedback received from the community, staff is planning on commencing construction in mid-March of 2022, weather permitting.

Staff anticipates beginning with the replacement of the existing watermain, which runs under the east side of Chestnut Street, the north side of Oak Street, and the north side of Chestnut Court, followed by hardscape improvements on the east side of Chestnut Street, north side of Oak Street, Chestnut Court, Spruce Street, and Elm Street. This project also includes the replacement of the existing parking lot located on the south side of Village Hall. The replacement of the existing parking lot will be coordinated with proposed roadway improvements on Chestnut Court. Based on the scope of the project, work is expected to be substantially completed by June 30th.

Public Engagement

Like the Phase 3 Streetscape Program, staff will be hosting a virtual open house during the week of February 14th. The final date is still pending, but staff anticipates hosting both a morning and afternoon presentation to allow flexibility for the local businesses and participants. Economic Development Coordinator, Liz Dechant, will be reaching out to the impacted businesses to share these open house details. Staff will also once again be hand delivering notices to the business about the open house and helping to answer preliminary questions. During the open house presentation staff will be presenting information on temporary parking locations, maintain access to businesses during construction, signage, and construction phasing of the project.

Recommendation:

Consider adopting Resolution No. R-22-2022 approving a contract for the Phase 4 Streetscape Project (Chestnut Court, Chestnut Street, Oak Street, Elm Street, and Spruce Street) with A Lamp Concrete Contractors, Inc. in the amount not to exceed \$2,621,449.06.

ATTACHMENT 2

RESOLUTION NO. R-22-2022

A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH A. LAMP CONCRETE, INC. FOR THE CONSTRUCTION OF THE STREETScape PHASE 4 PLAN

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

WHEREAS, on June 19, 2018, the Village adopted the Downtown Streetscape and Signage Plan that articulates strategies to: (1) improve the pedestrian experience with a more walkable, bikeable and safe downtown; (2) improve the aging infrastructure to better support the new planning effort; (3) enhance the connectivity to storefronts and signage through sidewalk improvements and strategic elimination and repositioning of trees; (4) make the landscape more sustainable by bundling trees and planted material in areas more conducive to growth and survival; and (5) to encourage the intentional creation of more robust gathering spaces, allowing for outdoor dining/event opportunities and residents to congregate and better activate their community (“*Streetscape Plan*”); and

WHEREAS, the Village is implementing the Streetscape Plan in phases and completed Phases 1, 2, and 3 of the Streetscape Plan; and

WHEREAS, the Village now desires to engage in Phase 4 of the Streetscape Plan to construct and install streetscape improvements along Chestnut Court, Chestnut Street, Oak Street, Elm Street, and Spruce Street (“*Phase 4 Work*”); and

WHEREAS, the Village has budgeted \$3,065,530 for the Phase 4 Work; and

WHEREAS, the Village has previously retained A. Lamp Contractors, Inc. (“*Contractor*”) on similar projects in the Village, and has been satisfied with the Contractor’s previous performance; and

WHEREAS, Village staff has negotiated pricing with Contractor for the Phase 4 Work; and

WHEREAS, pursuant to Sections 4.12.010 of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve an agreement with Contractor to perform the Phase 4 Work in an amount not to exceed \$2,621,449.06 (“*Agreement*”);

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

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

February 1, 2022

R-22-2022

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3 of the Village’s Purchasing Manual, and the Village’s home rule authority, the Village Council waives the requirement of competitive bidding for the procurement of the Phase 4 Work.

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

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

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

ADOPTED this 1st day of February, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA

**CONTRACT FOR THE CONSTRUCTION
OF STREETScape PHASE 4
CHESTNUT COURT, CHESTNUT ST., OAK ST., ELM ST.,
SPRUCE ST., AND VILLAGE HALL PARKING LOT**

Contract Number: *001-2022*

**VILLAGE OF WINNETKA
 CONTRACT FOR THE CONSTRUCTION
 OF STREETScape PHASE 4
 CHESTNUT COURT, CHESTNUT ST., OAK ST., ELM ST.,
 SPRUCE ST., AND VILLAGE HALL PARKING LOT**

Contract Number: *001-2022*

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	The Work	1
	1.1 Performance of the Work	1
	1.2 Commencement and Completion Dates	2
	1.3 Required Submittals	2
	1.4 Review and Interpretation of Contract Provisions	3
	1.5 Conditions at the Work Site; Record Drawings	3
	1.6 Technical Ability to Perform.....	4
	1.7 Financial Ability to Perform.....	4
	1.8 Time.....	4
	1.9 Safety at the Work Site.....	5
	1.10 Cleanliness of the Work Site and Environs.....	5
	1.11 Damage to the Work, the Work Site, and Other Property	5
	1.12 Subcontractors and Suppliers	6
	1.13 Simultaneous Work By Others.....	6
	1.14 Occupancy Prior to Final Payment.....	6
	1.15 Owner’s Right to Terminate or Suspend Work for Convenience	6
ARTICLE II	Changes And Delays.....	7
	2.1 Changes	7
	2.2 Delays.....	7
ARTICLE III	Contractor’s Responsibility For Defective Work.....	8
	3.1 Inspection; Testing; Correction of Defects.....	8
	3.2 Warranty of Work.....	8
	3.3 Owner’s Right to Correct	9
ARTICLE IV	Financial Assurances.....	9
	4.1 Bonds.....	9
	4.2 Insurance.....	9
	4.3 Indemnification.....	10

ARTICLE V	Payment	10
5.1	Contract Price	10
5.2	Taxes and Benefits	10
5.3	Progress Payments.....	10
5.4	Final Acceptance and Final Payment	11
5.5	Liens	11
5.6	Deductions.....	12
ARTICLE VI	Disputes And Remedies	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor’s Remedies	13
6.3	Owner’s Remedies.....	13
6.4	Owner’s Special Remedy for Delay	15
6.5	Terminations and Suspensions Deemed for Convenience	15
ARTICLE VII	Legal Relationships And Requirements	15
7.1	Binding Effect	15
7.2	Relationship of the Parties.....	15
7.3	No Collusion/Prohibited Interests	15
7.4	Assignment	16
7.5	Confidential Information	16
7.6	No Waiver	16
7.7	No Third Party Beneficiaries.....	17
7.8	Notices.....	17
7.9	Governing Laws	17
7.10	Changes in Laws.....	18
7.11	Compliance with Laws	18
7.12	Compliance with Patents	19
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	20
7.16	Amendments.....	20

Contractor’s Certification

Attachment A: Supplemental Schedule of Contract Terms

Attachment B: Specifications

Attachment C: List of Drawings

Attachment D: Special Project Requirements

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF STREETScape PHASE 4
CHESTNUT COURT, CHESTNUT ST., OAK ST., ELM ST.,
SPRUCE ST., AND VILLAGE HALL PARKING LOT**

Contract Number: *001-2022*

In consideration of the mutual promises set forth below, the Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois, 60093, an Illinois municipal corporation (“*Owner*”), and A Lamp Concrete Contractors, a corporation (“*Contractor*”), make this Contract as of February 1, 2022, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information 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 drawings, must be prepared on white 8-1/2” x 11”. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

**ARTICLE III: CONTRACTOR'S RESPONSIBILITY
FOR DEFECTIVE WORK**

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

3.3 Owner’s Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, 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.

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; 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,

CONTRACT

at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

6.4 Owner’s Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have

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

7.4 Assignment

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

7.5 Confidential Information

All information supplied by Owner 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 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 N LaSalle Street, Suite 450
Attention: Timothy Sloth	Chicago, Illinois 60654
	Attention: Peter M. Friedman

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

A Lamp Concrete Contractors	<u>with a copy to:</u>
1900 Wright Blvd	_____
Schaumburg, IL 60193	_____

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

7.16 Amendments

CONTRACT

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: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

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

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

DATED: _____, 20__.

[name of contractor]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

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

My Commission expires: _____

Notary Public

(SEAL)

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF STREETScape PHASE 4
CHESTNUT COURT, CHESTNUT ST., OAK ST., ELM ST.,
SPRUCE ST., AND VILLAGE HALL PARKING LOT**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The work includes pavement, curb, sidewalk, planter and tree removal; new curb & gutter, brick and concrete sidewalk, tree grates, planters, brick paver crosswalks, trees, landscape furnishings, pavement markings, drainage structures, storm sewer, water main, adjusting/replacing frames and grates/lids, and related collateral work as more fully described and set forth in Attachments B and C.

2. Work Site:

The Work shall be performed at the following Work Site:

Chestnut Street; From the intersection of Chestnut Street and Oak Street to the intersection of Chestnut Street and Elm Street.

Chestnut Court; from Chestnut Street to the Village Hall Sidewalk.

Village Hall Parking Lot; at the northwest side of the intersection of Green Bay Road and Oak Street

Oak Street; from the intersection of Oak Street and Chestnut Street to the entrance to the Village Hall parking lot.

Elm Street; from the intersection of Birch Street and Elm Street to the intersection of Dwyer Court and Elm Street.

Spruce Street; from the intersection of Birch Street and Spruce Street east to midblock between Chestnut and Birch.

3. Permits, Licenses, Approvals, and Authorizations:

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



No Exceptions

4. Commencement Date:



the date of execution of the Contract by Owner.

_____ days after execution of the Contract by Owner.

March 1, 2022

5. **Completion Date:**

_____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

June 30, 2022, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

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

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

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

F. 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.



G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$10,000.



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

Comprehensive General Liability, Umbrella Policy, and Comprehensive Motor Vehicle Liability

The Additional Insured endorsement must identify Owner as follows:

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



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

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

7. **Contract Price:**

SCHEDULE OF PRICES



A. LUMP SUM CONTRACT

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

\$ _____

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

B. UNIT PRICE CONTRACT

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

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

See Attachment B for Schedule of Prices

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ 2,621,449.06

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to ***[describe lump sum work]***, the total sum of (*write in numbers only*):

\$ _____

(2) For providing, performing, and completing all Work related to ***[describe unit price work]***, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

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

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

\$ _____

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

8. Progress Payments:

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

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

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

not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

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

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

9. **Per Diem Administrative Charge:**



\$1,000 per calendar day



No Charge

10. **Standard Specifications:**

ATTACHMENT A

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

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

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

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

See Attachment D for any special project requirements.

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF STREETScape PHASE 4
CHESTNUT COURT, CHESTNUT ST., OAK ST., ELM ST.,
SPRUCE ST., AND VILLAGE HALL PARKING LOT**

ATTACHMENT B

SPECIFICATIONS

[TO BE SUPPLIED BY OWNER]

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF STREETScape PHASE 4
CHESTNUT COURT, CHESTNUT ST., OAK ST., ELM ST.,
SPRUCE ST., AND VILLAGE HALL PARKING LOT**

ATTACHMENT C

LIST OF DRAWINGS

[TO BE SUPPLIED BY OWNER]

SHEET NOS. SHEET TITLES

**DATE LAST
REVISED**

**VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF STREETScape PHASE 4 CHESTNUT COURT, CHESTNUT
ST., OAK ST., ELM ST., SPRUCE ST., AND VILLAGE HALL
PARKING LOT**

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

[TO BE SUPPLIED BY OWNER]

ATTACHMENT 3



A LAMP CONCRETE CONTRACTORS, INC.
1900 WRIGHT BOULEVARD
SCHAUMBURG, IL 60193
OFFICE: 847-891-6000 FAX: 847-891-1873

To: Village of Winnetka	Contact: Jim Bernahl				
Address: c/o Finance Department, 510 Green Bay Road Winnetka, IL 60093	Phone: (847) 501-6000 Fax: (847) 716-3561				
Project Name: Winnetka - Streetscape Phase 4	Bid Number:				
Project Location: Oak Street, Winnetka, IL	Bid Date: 11/29/2021				
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

BASE BID

Roadway Items

1	PCC DRIVEWAY REMOVAL & REPLACEMENT	71.000	SY	\$75.00	\$5,325.00
2	FRAMES AND GRATES/LIDS	10.000	EACH	\$550.00	\$5,500.00
3	SIGN, REGULATORY	16.000	EACH	\$1,150.00	\$18,400.00
4	PIPE UNDERDRAIN 6"	230.000	LF	\$48.00	\$11,040.00
5	INLET, TYPE C, TYPE 1 FRAME, OPEN LID	1.000	EACH	\$3,000.00	\$3,000.00
6	CATCH BASINS, TYPE B, 3'-DIAMETER, TYPE 1 FRAME, OPEN LID	1.000	EACH	\$3,700.00	\$3,700.00
7	PROPOSED MH CONN OVER EXIST STORM SEWER	1.000	EACH	\$3,000.00	\$3,000.00
8	PROPOSED STORM SEWER CONN TO EXIST CATCH BASIN	1.000	EACH	\$1,500.00	\$1,500.00
9	STORM SEWERS, PVC SDR 21, 8"	65.000	LF	\$150.00	\$9,750.00
10	STORM SEWERS, PVC SDR 26, 8"	80.000	LF	\$132.00	\$10,560.00
11	STORM SEWERS, PVC SDR 26, 10"	36.000	LF	\$140.00	\$5,040.00
12	TREE REMOVAL	56.000	UNIT	\$50.00	\$2,800.00
13	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	3,036.000	SY	\$1.75	\$5,313.00
14	AGGREGATE BASE COURSE, TYPE B	280.000	TON	\$38.00	\$10,640.00
15	AGGREGATE SUBGRADE IMPROVEMENT 12"	2,750.000	SY	\$16.00	\$44,000.00
16	BITUMINOUS MATERIALS (TACK COAT)	2,206.000	LB	\$0.01	\$22.06
17	HOT-MIX ASPHALT SURFACE COURSE, IL-19.5, MIX "D", N50	620.000	TON	\$108.00	\$66,960.00
18	PAVEMENT REMOVAL	2,902.000	SY	\$22.00	\$63,844.00
19	HOT-MIX ASPHALT SURFACE REMOVAL (MILLING)	4,901.000	SY	\$5.75	\$28,180.75
20	COMBINATION CURB AND GUTTER REMOVAL	449.000	LF	\$7.00	\$3,143.00
21	CURB REMOVAL	1,329.000	LF	\$7.00	\$9,303.00
22	HOT-MIX ASPHALT PAVEMENT PATCH - FULL DEPTH	667.000	SY	\$93.00	\$62,031.00
23	CATCH BASINS TO BE RECONSTRUCTED	5.000	EACH	\$1,000.00	\$5,000.00
24	INLETS TO BE RECONSTRUCTED	5.000	EACH	\$1,000.00	\$5,000.00
25	REMOVING CATCH BASINS	4.000	EACH	\$500.00	\$2,000.00
26	REMOVING INLETS	13.000	EACH	\$400.00	\$5,200.00
27	CONCRETE CURB, TY B	560.000	LF	\$41.00	\$22,960.00
28	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	1,764.000	LF	\$32.00	\$56,448.00
29	STRUCTURES TO BE ADJUSTED	15.000	EACH	\$625.00	\$9,375.00
30	UTILITY STRUCTURE TO BE ADJUSTED	5.000	EACH	\$700.00	\$3,500.00
31	STORM SEWER REMOVAL	348.000	LF	\$1.00	\$348.00
32	PCC PAVEMENT, 9"	2,550.000	SY	\$78.00	\$198,900.00
33	PERMEABLE PAVEMENT	256.000	SY	\$175.00	\$44,800.00
34	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	948.000	LF	\$2.00	\$1,896.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
35	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	537.000	LF	\$4.00	\$2,148.00
36	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	71.000	LF	\$8.00	\$568.00
37	MODIFIED URETHANE PAVEMENT MARKING - L&S	27.000	SF	\$12.00	\$324.00
38	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	1,310.000	LF	\$3.00	\$3,930.00
39	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	109.000	LF	\$4.00	\$436.00
40	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	16.000	LF	\$15.00	\$240.00
41	CONNECT DOWNSPOUT TO EXISTING SEWER	6.000	EACH	\$750.00	\$4,500.00
42	EARTH EXCAVATION	725.000	CY	\$30.00	\$21,750.00
Total Price for above Roadway Items Items:					\$762,374.81

Sidewalks & Pavers

43	BRICK PAVER REMOVAL AND PALLETIZE	1,137.000	SF	\$3.00	\$3,411.00
44	BRICK PAVER REMOVAL AND REPLACEMENT	796.000	SF	\$20.00	\$15,920.00
45	BRICK PAVER REMOVAL AND REPLACEMENT, SPECIAL	183.000	SF	\$30.00	\$5,490.00
46	SIDEWALK REMOVAL	11,616.000	SF	\$2.00	\$23,232.00
47	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	10,754.000	SF	\$11.00	\$118,294.00
48	CONCRETE PLANTER CURB	35.000	LF	\$51.00	\$1,785.00
49	DETECTABLE WARNINGS	200.000	SF	\$42.00	\$8,400.00
50	BRICK PAVER SIDEWALK, PEDESTRIAN	2,541.000	SF	\$21.00	\$53,361.00
51	BRICK PAVER SIDEWALK, VEHICULAR	1,075.000	SF	\$30.00	\$32,250.00
Total Price for above Sidewalks & Pavers Items:					\$262,143.00

Water Main Items

52	DUCTILE IRON PIPE WATER MAIN CLASS 55, 3" ID	21.000	LF	\$195.00	\$4,095.00
53	DUCTILE IRON PIPE WATER MAIN CLASS 55, 6" ID	180.000	LF	\$190.00	\$34,200.00
54	DUCTILE IRON PIPE WATER MAIN CLASS 55, 8" ID	986.000	LF	\$190.00	\$187,340.00
55	DUCTILE IRON PIPE WATER MAIN CLASS 55, 10" ID	394.000	LF	\$245.00	\$96,530.00
56	WATER SERVICE CONNECTIONS	6.000	EACH	\$5,400.00	\$32,400.00
57	6" VALVE ASSEMBLY WITH 48" VAULT	3.000	EACH	\$5,950.00	\$17,850.00
58	6" VALVE ASSEMBLY W/ 60" VV ATTACHED TO TEE	4.000	EACH	\$6,500.00	\$26,000.00
59	8" VALVE ASSEMBLY WITH 60" VAULT	4.000	EACH	\$6,850.00	\$27,400.00
60	8" VALVE ASSEMBLY W/ 60" VV ATTACHED TO TEE	1.000	EACH	\$7,500.00	\$7,500.00
61	10" VALVE ASSEMBLY WITH 72" VAULT	1.000	EACH	\$7,850.00	\$7,850.00
62	FIRE HYDRANT COMPLETE	3.000	EACH	\$8,350.00	\$25,050.00
63	CUT AND CAP EXISTING WATER MAIN	11.000	EACH	\$1,500.00	\$16,500.00
64	WATER MAIN REMOVAL	50.000	LF	\$1.00	\$50.00
65	WATER MAIN TO BE ABANDONED	1,116.000	LF	\$1.00	\$1,116.00
66	CONNECTION TO EXISTING WATER MAIN, 3"	1.000	EACH	\$2,500.00	\$2,500.00
67	CONNECTION TO EXISTING WATER MAIN, 6"	6.000	EACH	\$3,500.00	\$21,000.00
68	CONNECTION TO EXISTING WATER MAIN, 8"	1.000	EACH	\$4,300.00	\$4,300.00
69	CONNECTION TO EXISTING WATER MAIN, 10"	1.000	EACH	\$4,500.00	\$4,500.00
70	PVC CASING PIPE 15"	50.000	LF	\$101.00	\$5,050.00
71	FIRE HYDRANT REMOVAL	2.000	EACH	\$750.00	\$1,500.00
72	PRESSURE CONNECTION TO EXISTING WATER MAIN	1.000	EACH	\$8,000.00	\$8,000.00
73	VALVE VAULTS TO BE REMOVED	10.000	EACH	\$500.00	\$5,000.00
Total Price for above Water Main Items Items:					\$535,731.00

Street Lighting & Electrical Items

74	TEST HOLE	10.000	EACH	\$350.00	\$3,500.00
75	UNDERGROUND CONDUIT, PVC, 3/4" DIA.	394.000	LF	\$8.00	\$3,152.00
76	UNDERGROUND CONDUIT, PVC, 1 1/2" DIA.	1,459.000	LF	\$13.75	\$20,061.25
77	UNDERGROUND CONDUIT, PVC, 2" DIA.	1,737.000	LF	\$16.00	\$27,792.00
78	CONDUIT ENCASED, CONCRETE, 4" DIA., PVC	345.000	LF	\$66.50	\$22,942.50

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
79	CONDUIT ENCASED, CONCRETE, 4" DIA., PVC 2 WIDE X 1 HIGH	595.000	LF	\$78.00	\$46,410.00
80	CONDUIT ENCASED, CONCRETE, 2" DIA., PVC , 2 WIDE X 1 HIGH	145.000	LF	\$61.00	\$8,845.00
81	CONDUIT ENCASED, CONCRETE, 4" DIA., PVC 2 WIDE X 2 HIGH	135.000	LF	\$130.00	\$17,550.00
82	CONDUIT ENCASED, CONCRETE, 4" DIA., PVC 4 WIDE X 2 HIGH	90.000	LF	\$242.00	\$21,780.00
83	HANDHOLE, PORTLAND CEMENT CONCRETE	3.000	EACH	\$3,550.00	\$10,650.00
84	HANDHOLE, COMPOSITE CONCRETE	35.000	EACH	\$563.00	\$19,705.00
85	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 12	111.000	LF	\$1.35	\$149.85
86	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	16,942.000	LF	\$2.10	\$35,578.20
87	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	19,811.000	LF	\$2.45	\$48,536.95
88	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	5,560.000	LF	\$3.05	\$16,958.00
89	REMOVAL OF LIGHTING UNIT, SALVAGE	15.000	EACH	\$690.00	\$10,350.00
90	REMOVE EXISTING HANDHOLE	10.000	EACH	\$567.00	\$5,670.00
91	REMOVE EXISTING CONCRETE FOUNDATION	15.000	EACH	\$500.00	\$7,500.00
92	BOLLARD, LED	2.000	EACH	\$1,000.00	\$2,000.00
93	GFCI 20 AMP DUPLEX RECEPTACLE	9.000	EACH	\$865.00	\$7,785.00
94	LIGHTING CONTROLLER, SPECIAL	1.000	EACH	\$3,350.00	\$3,350.00
95	INTERCEPT EXISTING CONDUIT	6.000	EACH	\$565.00	\$3,390.00
96	MAINTAIN LIGHTING SYSTEM	1.000	LS	\$1,200.00	\$1,200.00
97	ROADWAY LIGHT	3.000	EACH	\$2,500.00	\$7,500.00
98	PEDESTRIAN LIGHT	18.000	EACH	\$4,200.00	\$75,600.00
99	PEDESTRIAN LIGHT (SHORT)	8.000	EACH	\$4,000.00	\$32,000.00
100	LIGHT POLE FOUNDATION, 18" DIAMETER	159.000	LF	\$325.00	\$51,675.00
101	GFCI CORDSET FOR TREE LIGHTING	35.000	EACH	\$900.00	\$31,500.00
102	DRILL EXISTING HANDHOLE	6.000	EACH	\$345.00	\$2,070.00
103	REBUILD EXISTING HANDHOLE	2.000	EACH	\$855.00	\$1,710.00
104	DRILL EXISTING ELECTRIC MANHOLE	20.000	EACH	\$690.00	\$13,800.00
106	REMOVE EXISTING ELECTRIC MANHOLE	1.000	EACH	\$2,500.00	\$2,500.00
134	UNDERGROUND CONDUIT, PVC, 4" DIA.	125.000	LF	\$23.00	\$2,875.00
135	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10	1,305.000	LF	\$1.70	\$2,218.50
136	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	3,000.000	LF	\$4.00	\$12,000.00

Total Price for above Street Lighting & Electrical Items Items: \$580,304.25

Furnishings

107	BENCHES	5.000	EACH	\$4,000.00	\$20,000.00
108	TRASH RECEPTACLES	5.000	EACH	\$3,000.00	\$15,000.00
109	RECYCLING RECEPTACLES	5.000	EACH	\$3,000.00	\$15,000.00
110	PLANTER POTS	10.000	EACH	\$1,800.00	\$18,000.00
112	NEW "DO NOT LITTER" SIGN AND POLE	2.000	EACH	\$3,500.00	\$7,000.00
113	PARKING DIRECTIONAL SIGN INSTALLATION	1.000	EACH	\$2,500.00	\$2,500.00
114	NEW PARKING IDENTITY AND POLE	1.000	EACH	\$4,500.00	\$4,500.00

Total Price for above Furnishings Items: \$82,000.00

Landscape Plantings

115	TREE TRUNK PROTECTION	55.000	EACH	\$150.00	\$8,250.00
116	TREE REMOVALS, 6-15" CAL	2.000	EACH	\$1,500.00	\$3,000.00
117	SHRUB REMOVALS	1.000	LS	\$5,000.00	\$5,000.00
118	STRUCTURAL SOIL, 36" DP	396.000	CY	\$150.00	\$59,400.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
119	TREES, 3" CALIPER	21.000	EACH	\$865.00	\$18,165.00
120	TREES, 5" CALIPER	1.000	EACH	\$1,000.00	\$1,000.00
121	TREE GRATES	16.000	EACH	\$3,500.00	\$56,000.00
122	SHRUBS, EVERGREEN, 6' HT	6.000	EACH	\$150.00	\$900.00
123	SHRUBS, DECIDUOUS 3' HT	60.000	EACH	\$86.00	\$5,160.00
124	SHRUBS, DECIDUOUS 24" SPR	104.000	EACH	\$75.00	\$7,800.00
125	PERENNIALS, 1 GAL	361.000	EACH	\$17.00	\$6,137.00
126	PLANTING SOIL MIX , 24" DP	170.000	CY	\$90.00	\$15,300.00
127	SODDING	210.000	SY	\$14.00	\$2,940.00
128	SODDED LAWN	342.000	SY	\$14.00	\$4,788.00
129	TOPSOIL, 2" DEPTH	10.000	CY	\$90.00	\$900.00
130	TOPSOIL, 6" DEPTH	56.000	CY	\$90.00	\$5,040.00
131	MULCH, SHREDDED HARDWOOD BARK	42.000	CY	\$98.00	\$4,116.00

Total Price for above Landscape Plantings Items: \$203,896.00

General Conditions

111	CONSTRUCTION LAYOUT	1.000	LS	\$15,000.00	\$15,000.00
132	MOBILIZATION	1.000	LS	\$149,000.00	\$149,000.00
133	TRAFFIC CONTROL & PROTECTION	1.000	LS	\$31,000.00	\$31,000.00

Total Price for above General Conditions Items: \$195,000.00

Total Price for above BASE BID Items: \$2,621,449.06

Notes:

- The above pricing excludes specialty insurance policies.
- The pricing is based on straight time hours. No overtime work is included.
- No modification to this proposal without prior consent from A Lamp Concrete Contractors, Inc.
- Pricing includes 1 mobilization. Any additional mobilizations will incur additional costs.
- Work must be completed in 2022

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: A Lamp Concrete</p> <div style="background-color: black; width: 100px; height: 50px; margin: 5px 0;"></div> <p>Authorized Signature: _____</p> <p>Estimator: Jeff Moyer (847) 891-6000 jmoyer@alamconcrete.com</p>
---	--



Agenda Item Executive Summary

Title: Resolution No. R-23-2022: Purchase of Pedestrian Lighting (Adoption)

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

Agenda Date: 02/01/2022

Consent: YES NO

- Ordinance
- Resolution
- Bid Authorization/Award
- Policy Direction
- Informational Only

Item History:

2022 Budgeted Item

Executive Summary:

As part of the Phase 4 Streetscape Project, the Village is proposing to include the addition of enhanced pedestrian lighting along the east side of Chestnut St, between Elm Street and Oak St, on the north side of Oak St, between Elm St and Green Bay Rd, within Chestnut Ct, and the extension of existing Streetscape lighting on Spruce St and Elm St. Similar to the previous Streetscape Projects, the addition of the pedestrian lighting and LED roadway bollards will improve the overall lighting along these corridors and provide for the enhancement of holiday lighting. Each of the new pedestrian lights will include attachments to allow for the placement of banners.

To ensure that the work is completed on time, and to avoid potential mark-up fees, staff is requesting the authorization to move forward with the Village directly purchasing the pedestrian lights, LED bollards as part of the Phase 4 Streetscape Project. These lighting fixtures typically have longer lead times for delivery and since these items are considered critical for the completion of the work, staff is seeking approval to expedite the purchase.

The Village received a quote from the lighting supplier, KSA Lighting & Controls, for the purchase of the additional lights and attachments for an amount not to exceed \$139,690. KSA Lighting & Controls is a sole source provider of the Sternberg Light's being utilized by the Village.

The Village has budgeted \$2,040,000 for the 2022 Phase 4 Streetscape Project; Account No. 420.15.01-650. Staff is proposing to use \$139,690 from this account for the purchase of Streetscape lighting.

Recommendation:

Consider adopting Resolution No. R-23-2022; Approving a Proposal from KSA Lighting & Controls for the Purchase of Sternberg Pedestrian Lights and LED Bollards for the Chestnut Ct, Chestnut St, Elm St, Oak St and Spruce St Streetscape Project (Phase IV) for an amount not to exceed \$139,690.

Attachments:

1. Resolution R-23-2022: Waiving Bidding and Approving the Purchase of Pedestrian Lighting Fixtures from KSA Lighting & Controls
2. Copy of Proposal from KSA Lighting & Controls

ATTACHMENT 1

RESOLUTION NO. R-23-2022

A RESOLUTION WAIVING BIDDING AND APPROVING THE PURCHASE OF PEDESTRIAN LIGHTING FIXTURES FROM KSA LIGHTING & CONTROLS

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 adopted the Downtown Streetscape and Signage Plan which calls for the installation of pedestrian lighting fixtures ("***Pedestrian Fixtures***") on Chestnut Ct, Chestnut St, Elm St, Oak St and Spruce St Streetscape Project (Phase IV) and

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

WHEREAS, KSA Lighting & Controls ("***Vendor***") is currently the sole source proprietary vendor in the market for Pedestrian Fixtures that are consistent with the Village's Downtown Streetscape and Signage Plan; and

WHEREAS, pursuant to Sections 4.12.010.A and Sections 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the purchase of the Pedestrian Fixtures from the Vendor;

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

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

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

SECTION 3: APPROVAL OF PEDESTRIAN FIXTURE PURCHASE. The Village Council hereby approves of the purchase of the Pedestrian Fixtures and attachments from the Vendor in an amount not to exceed \$139,690.

SECTION 4: AUTHORIZATION TO EXECUTE PURCHASE ORDER. The Village Council authorizes and directs the Village President, the Village Manager, and the Village Clerk to execute and attest, respectively, on behalf of the Village, all documents approved by the Village Attorney and necessary for the purchases of the Pedestrian Fixtures approved pursuant to Section 3 of this Resolution.

February 1, 2022

R-23-2022

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 1st day of February, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



LIGHTING & CONTROLS

KSA LIGHTING INC
150 E PIERCE RD
SUITE 650
ITASCA, IL 60143-1222
(Phn) 630-307-6955 EXT:
(Fax) 630-307-6965

Quote

Job Name: Village of Winnetka - Streetscape Phase IV
Quote #: 22-10336-0
Quote Label: Old Tech Version
Job Location: Winnetka, Illinois
Issue Date: 1/10/2022
Good Through: 2/8/2022
Quoted By: Rimbos, Tim

Quoted To: Village of Winnetka
Winnetka, IL

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext \$
OLD TECH						
	18	Sternberg Lighting	SSP10143-PT-MS805ALED-73-3ARC27T3-MDL03-SV2-FHD-FMC-FDRB/4211'-3"TFP5-C-GFI IUC-2-BDBA6/CM	Drawing: SC37761	\$5,463.00	\$98,334.00
	8	Sternberg Lighting	SSP10143-PT-MS805ALED-73-3ARC27T3-MDL03-SV2-FHD-FMC-FDRB/4209TFP5-C-GFI IUC-2-HSBA/CM	Drawing: SC37761-2	\$4,588.00	\$36,704.00
	2	Sternberg Lighting	4201LED/3S35TLCA/MDL03/FDRB/CM	Drawing: SC33726, TO MATCH ORDER C53573-2	\$1,932.00	\$3,864.00
	1	Sternberg Lighting	CUSTOM FINISH SET UP FEE (PER CUSTOM FINISH)		\$788.00	\$788.00
ESTIMATED LEAD TIME: 8-10 WEEKS						

Grand Total: \$139,690.00

Notes

- * Lamps NOT Included Except as Noted
- * Manufacturer's Standard Freight Terms and Conditions for Sale Apply
- * Any deviation voids this quote.
- * Alternate Fixtures are not included in the total.
- * Final confirmation of quantities and design intent is the responsibility of the contractor.
- * Subject to approval; No plans or specs were provided at bid time.
- * Certain assumptions have been made to assemble a functional system from the supplied documents. Final verification that all necessary equipment has been specified and ordered is the responsibility of the specifier/contractor. Please read the accompanying Bill of Materials carefully to verify that all items are correct.
- * Please reference KSA quote number on purchase order.
- * A set of submittals marked "Approved as Noted", or KSA Release Waiver Form, will be required for all project orders.
- * Partial releases are subject to additional freight charges.
- * Linear product over eight foot runs will require Factory Drawings approved. Distributor Hold For Release po is required to get factory drawings - which can take 1-2 weeks. Order will not be released to production until factory drawings are approved. Standard catalog cuts/specs will NOT be accepted.
- * KSA does not take responsibility for accuracy of submittals unless they are done by KSA or reviewed by KSA prior to submitting.
- * All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders and require approximately 2 weeks to produce. Device color, voltage and counts must be verified prior to project release.



LIGHTING & CONTROLS

Quote

Job Name: Village of Winnetka - Streetscape Phase IV
Quote #: 22-10336-0
Quote Label: Old Tech Version
Job Location: Winnetka, Illinois
Issue Date: 1/10/2022
Good Through: 2/8/2022
Quoted By: Rimbos, Tim

Notes

* nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.

Freight/Order Terms

Sternberg Lighting: 7500.00 net distributor cost for factory pre-paid to a single location within the 48 contiguous United States. Multiple location shipments and/or split subject to additional freight charges. Residential shipments require flat charge of 100 per shipment. Sternberg Lighting Terms of Sale:
 2) All orders 10,000.00 and over require approved drawings prior to release.
 3) Price good until expiration date. Lamps not included unless noted in part number.
 4) Sternberg Lighting reserves the right to correct any typographical errors.
 5) Cancellation of released purchase orders are subject to a 50% cancellation fee.

Freight Minimum: \$7,500 Order Minimum: \$50.00
 Qualifies: Yes Qualifies: Yes