

**Winnetka Village Council**  
**REGULAR MEETING**  
**Village Hall**  
510 Green Bay Road  
March 15, 2022  
7:00 p.m.

**AGENDA**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
  - a) April 5, 2022 Regular Meeting
  - b) April 12, 2022 Study Session
  - c) April 19, 2022 Regular Meeting
- 4) Public Comment
- 5) Reports
  - a) Music Fest Presentation.....3
  - b) Winnetka School District 36 Community Outreach Presentation.....7
- 6) Approval of Agenda
- 7) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) February 15, 2022 Regular Meeting.....33
    - ii) March 1, 2022 Regular Meeting.....39
  - b) Approval of Warrant List dated February 22, 2022 – March 7, 2022.....42
  - c) Approval of Annual Outdoor Seating Permits (Adoption).....43
  - d) Resolution No. R- 39-2022 – Awarding a Contract to Weg Transformers USA, LLC for a Pad Mount Transformer (Adoption).....45
- 8) Ordinances and Resolutions:
  - a) Resolution No. R-40-2022: Approval of Street Rehab Program (Adoption).....74
- 9) Old Business:
- 10) New Business:

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 (2<sup>nd</sup> 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, 847-716-3543; T.D.D. 847-501-6041.



## Agenda Item Executive Summary

**Title:** Music Fest Presentation

**Presenter:** Kristin Kazenas, Assistant Village Manager

**Agenda Date:**

03/15/2022

**Consent:**

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Item History:**

The Winnetka Music Festival event is sponsored by the Village, the Winnetka Park District, and the Winnetka-Northfield-Glencoe Chamber of Commerce. The Music Festival started in 2017, and has been held annually except for the COVID-19 related cancellation in 2020.

**Executive Summary:**

Scott Myers will attend the March 15 Village Council meeting to present the plan for the 2022 Music Festival, a one-day event scheduled for June 18, 2022. The Music Festival will be held on Lincoln Avenue between Pine and Elm Streets - with the main stage in the parking lot. Two smaller stages will be placed at the north end of Lincoln Avenue and the Chapel adjacent to the Community House.

The FY 2022 budget contains \$25,000 for the Village sponsorship of the Music Festival in the General Fund.

**Recommendation:**

Informational only.

**Attachments:**

1. Winnetka Music Festival Letter and Map



To the Winnetka Village Council;

Once again in 2022, through a collaboration of the Village, the Park District and the Chamber of Commerce, Valslist is hosting the Winnetka Music Festival. 2022 represents the fifth year of the festival. Having moved to the Skokie Playfields in 2021 due to COVID safety concerns the fest is returning to the downtown area, east of Green Bay road. This year, as in the past, the fest focuses on being a great blend of a community event and a music festival offering a unique opportunity to hear great music in our village. Having been named the best music festival on the North Shore for four years the objective of the organizers is to continue to both provide a great event for the residents and highlight Winnetka to fest visitors.

The 2022 festival will be held on June 18<sup>th</sup>. Given lingering uncertainty due to COVID and supply and booking disruptions in the music industry this year's event will be just one day. Additionally, as we continue to try and find the best blend of scale, and music offerings that provides a financially sustainable and executable fest we are making a few other changes from previous years. The fest this year will be contained on Lincoln Ave between Pine and Elm streets with a small ticketing area south of Elm Street (see attachment 1). The main stage will continue to be in the municipal parking lot. The Chapel adjacent to the Community House will continue to serve as an intimate listening stage. This year a smaller stage will be placed at the north end of Lincoln Ave and serve as both the Family stage and be the site of an afternoon set of performances by local dad and youth bands. The festival area will continue to contain food trucks, tents for local restaurants, picnic tables, a games and crafts area and beer and wine offerings. This configuration minimizes traffic disruption, and provides a more manageable scale for fest staff to execute while still offering the stage capacity for performances by 12 to 14 bands during the day.

Based on the attendance patterns from previous years the fest will kick off at noon on the 18<sup>th</sup>. The start time enables much of the setup to be done on Saturday morning thereby further reducing disruption of the downtown area. The fest will start with family-oriented performances on the Local stage. The mid-afternoon will offer people the opportunity to come and enjoy both local dad or youth bands on the local stage and high-quality emerging artists in the Chapel stage. Finally, in the evening, the focus will shift to the main stage for performances by three nationally recognized bands. As in previous years the fest infrastructure will be torn down that evening restoring the downtown to normal operations by Sunday morning.



The unique public private partnership that enables the Winnetka Music Festival has yielded an award-winning event for the village. Both BETTER magazine and the Winnetka Current have named the festival the best on the north shore. Additionally previous Winnetka Caucus village surveys have indicated that the vast majority of residents view the festival as one of the most enjoyed and anticipated village events. We are pleased at the success of the fest and hope that the 2022 event continues to add to the special quality of the village and the enjoyment of the residents.

We have greatly benefited from the financial support of the village and the support of public safety and public works personnel and the management of the village. Without this support the fest would not be possible. We look forward to the support in 2022 and the success of this year's festival.

Valslist LLC  
Val Haller  
Scott Myers  
Mark Haller



ATTACHMENT 1

## 2022 Winnetka Music Festival Layout

- North Entrance
- Chapel Stage
- VIP Area
- Main Stage
- Beer and wine courts
- South Entrance
- Ticketing and handicap parking

Games and crafts

Local Stage

Food Courts



## Agenda Item Executive Summary

**Title:** Winnetka School District 36 Community Outreach Presentation

**Presenter:** Kristin Kazenas, Assistant Village Manager

**Agenda Date:**

03/15/2022

**Consent:**

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Item History:**

None.

**Executive Summary:**

Dr. Trisha Kocanda, Superintendent of the Winnetka Public Schools District 36 and members of the Board of Education will attend the March 15 Regular Village Council meeting to present information to the Council about the 2022 Downsized Capital Improvement Proposal and referendum question.

**Recommendation:**

Informational only.

**Attachments:**

1. District 36 Downsized Capital Improvement Proposal Presentation

Attachment 1

# 2022 DOWNSIZED, CAPITAL IMPROVEMENT PROPOSAL



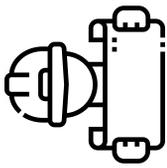
Winnetka Village Council Meeting  
March 15, 2022

# Ground Work

- ✓ What did we learn from the 2019 Referendum?
- ✓ Action Steps Following 2019 Referendum
- ✓ Timeline of Community Engagement & Decisions
- ✓ 2022 Downsized, Capital Improvement Proposal
- ✓ Next Steps

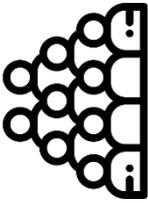


# Steps Moving Forward...



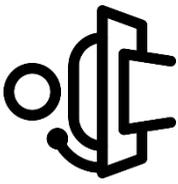
**Apr 2019-  
Feb 2021**

**Homework**  
Refined Facility and Funding Proposals with new architects/engineers & reviewed every line item; Implemented 3-year Critical Facility Plan



**Mar-Nov  
2021**

**Task Force**  
Vetted Facility and Funding Proposals with Citizens Task Force



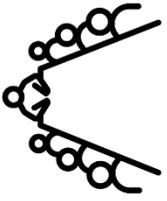
**Jan-Mar  
2022**

**Outreach**  
2022 Facility Proposal Shared with Community



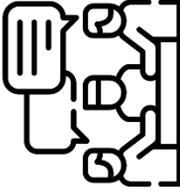
**Apr-May  
2022**

**Opinion Research**  
Public Input Gathered & Citizens Task Force Provides Recommendations



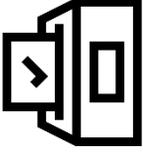
**Jun-Aug  
2022**

**Board Decision**  
School Board reviews Superintendent's Recommendation and Votes on Resolution



**Sep-Nov  
2022**

**Cont. Outreach**  
Ongoing Public Information Program



**Nov 8  
2022**

**Election**  
November 2022 Referendum Vote





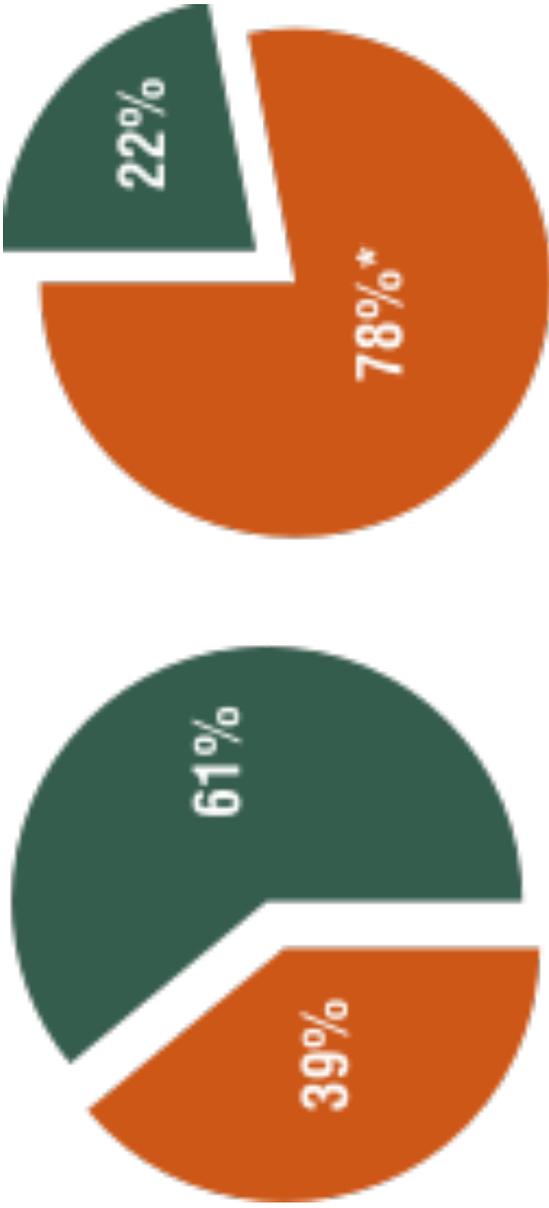
# New, Downsized Capital Improvement Proposal

# 2019 Referendum vs. 2022 Proposal

	2019 Referendum	2022 Proposal
Size of Request	\$90.6 Million	\$59.4 Million
Est. Tax Impact for \$1M Home	\$1,352	\$832
Status of The Skokie School	Closed	To Stay Open
Major Renovations & Additions to Carleton Washburne	\$36 Million	\$0
Outstanding Debt Tied to 2007 Referendum	Yes	No
<b>Other Funding Details</b>		
3-Year Capital Improvement Plan (2020-2022)	\$0 Million	\$14.2 Million
Allocation of Fund Balance	\$10 Million	\$9 Million



# 2019 Referendum vs. 2022 Proposal: Comparison of Use of Proceeds



*\*Includes \$14.2 million in health/life safety upgrades and related projects currently being addressed.*

**2019 Unsuccessful Referendum**      **New, Downsized Capital Improvement Proposal**

- Maintenance, Repairs & Critical Upgrades
- Additions & Renovations



# 15 Year History of Capital Expenditure & Proposed Spending

	2007 Referendum Allocation	Additional Work Done 2007-2020	Three Year Critical Facility 2019-22	Proposed 2022 Plan
Crow Island	\$6,000,000	\$3,750,000	\$1,868,996	\$23,038,455
Greeley	\$10,400,000	\$370,000	\$2,088,664	\$8,324,539
Hubbard Woods	\$3,400,000	\$1,820,000	\$1,687,275	\$10,620,218
Skokie	\$6,200,000	\$1,900,000	\$2,960,904	\$9,745,832
Carleton Washburne	\$19,900,00	\$90,000	\$5,549,443	\$16,650,242
<b>TOTAL</b>	<b>\$45,900,000</b>	<b>\$7,930,000</b>	<b>\$14,155,282</b>	<b>\$68,379,286</b>

# Anticipated Benefits



Provide healthier, safer and more secure schools



Reduce costly emergency repairs



Improve ADA accessibility



Better meet the needs of more than 600 families with children in grades K-4 by providing space to efficiently host lunch at school and offer before/after school childcare



Enhance energy efficiency with new electrical wiring and panel upgrades



Add multipurpose spaces that address unmet facility needs while also providing space for community events, recreation and meetings



Extend the useful life of existing facilities

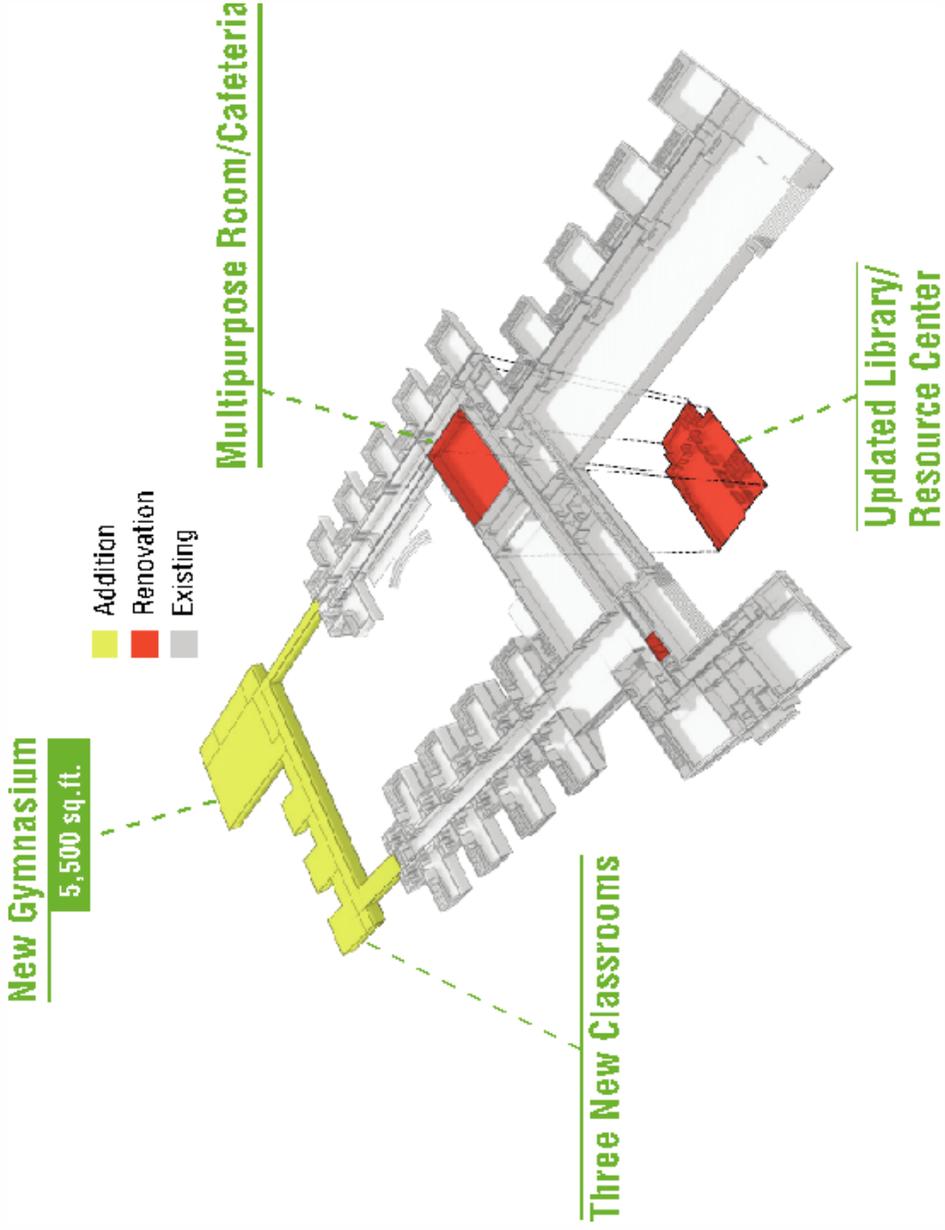


Physical equity amongst the three neighborhood elementary schools, with each having a *Renovated Resource Center and Multipurpose Cafeteria Space*



## Proposed Improvements

- Address health/life safety upgrades
- Add secure entry vestibule
- New HVAC system to improve air quality, air flow and temperature control
- Upgrade classroom electrical
- Replace mobile classrooms with addition of three new classrooms
- Convert current gym to multi-purpose space/lunchroom
- Update resource center/library
- Add 5,500 sq. ft. gym for kinetic wellness program and community use
- Update aging flooring, railings and hardware
- Address plumbing improvements



Est. Construction Start to Completion:  
May 2024 - Aug 2025

# Hubbard Woods

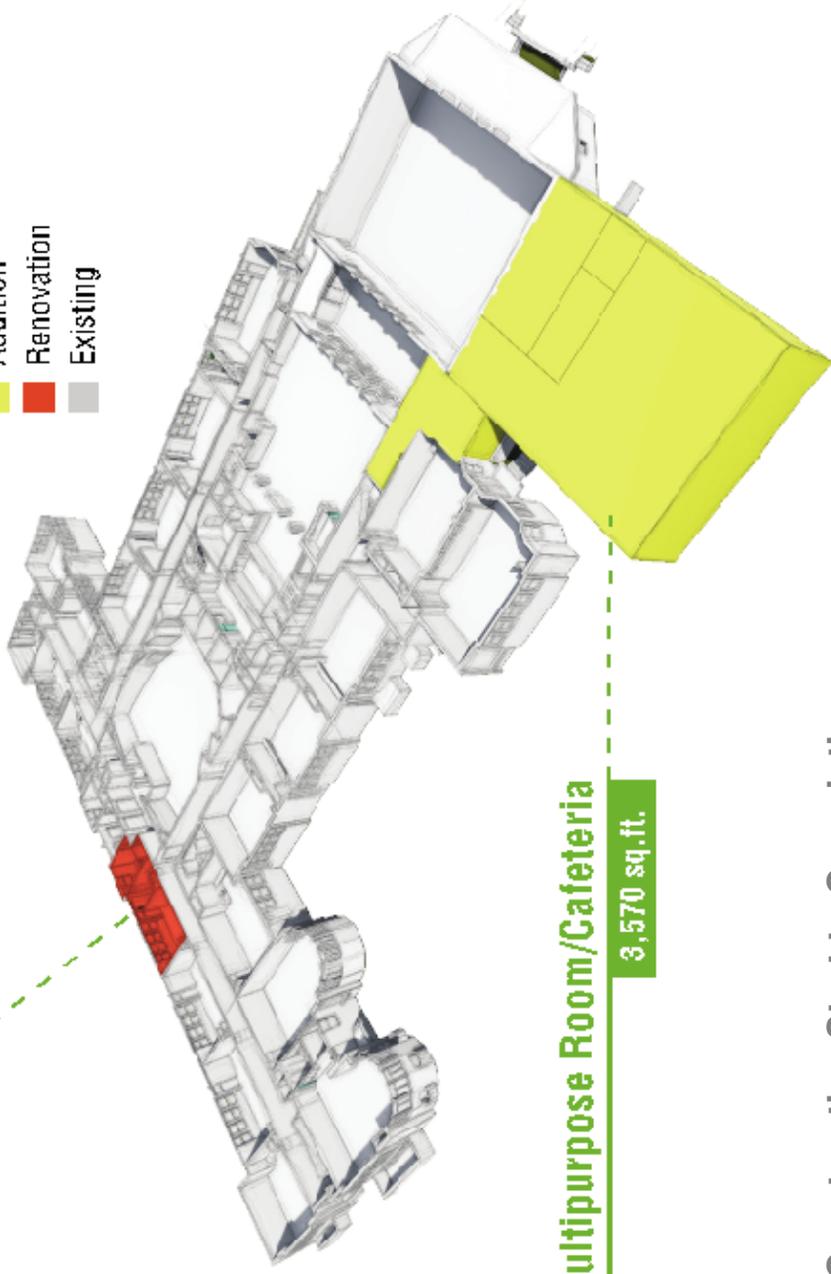


# Proposed Improvements

- Address health/life safety upgrades
- Add secure entry vestibule
- New HVAC system to improve air quality, air flow and temperature control
- Replace obsolete electrical panels
- Address ADA code issues
- Add multipurpose/cafeteria space
- Update aging flooring, railings and hardware
- Address plumbing improvements

Secure Entry Vestibule

- Addition
- Renovation
- Existing



Multipurpose Room/Cafeteria

3,570 sq.ft.

Est. Construction Start to Completion:  
June 2023 - Jan 2024

# 2022 Proposal Details

- ✓ Part of new, downsized capital improvement proposal
- ✗ Previously addressed

## ✓ Proposed Maintenance, Repairs & Critical Upgrades

### Health/life safety upgrades

- Corrects code issues resulting from building deterioration, previous modifications and new code requirements

### Americans with Disabilities Act (ADA) improvements, including code upgrades to restrooms, ramps and building access

- Improves accessibility for students, staff and visitors

### HVAC upgrades to address air quality, air flow and temperature control issues

- Increases air filtration to meet new COVID guidelines, reduces allergens, increases number of air-exchanges, improves comfort level and enhances energy efficiency

### Electrical wiring and panel upgrades to support updated infrastructure and technology

- Allows for updated technology, improves energy efficiency and reduces operating costs

### New water piping for updated HVAC

- Improves efficiency by replacing outdated steam piping with dual-temperature piping

### Plumbing improvements

- Replaces fixtures, sinks and toilets that have reached the end of their useful life

### Flooring, railings and hardware

- Improves safety and creates more engaging learning environments

### Secure entry vestibules

- Addresses best practices for safety and security, including access control

	Crow Island	Greeley	Hubbard Woods	Skokie	Carleton Washburne
					
Health/life safety upgrades	✓	✓	✓	✓	✓
Americans with Disabilities Act (ADA) improvements, including code upgrades to restrooms, ramps and building access	✗	✓	✓	✓	✓
HVAC upgrades to address air quality, air flow and temperature control issues	✓	✓	✓	✓	✓
Electrical wiring and panel upgrades to support updated infrastructure and technology	✓	✓	✓	✓	✓
New water piping for updated HVAC	✓	✓	✓	✓	✓
Plumbing improvements	✓	✓	✓	✓	✓
Flooring, railings and hardware	✓	✓	✓	✓	✓
Secure entry vestibules	✓	✓	✓	✓	✗



# Next Steps

- ✓ Informational mailers (February 2022)
- ✓ Ongoing community information meetings
- ✓ Mail survey sent to all district residents (March 2022)
- ✓ Final recommendations from Citizen Task Force (May 2022)
- ✓ Adoption of ballot question in August 2022, if pursued
- ✓ Ongoing community engagement
- ✓ November 8, 2022 election





# Q&A

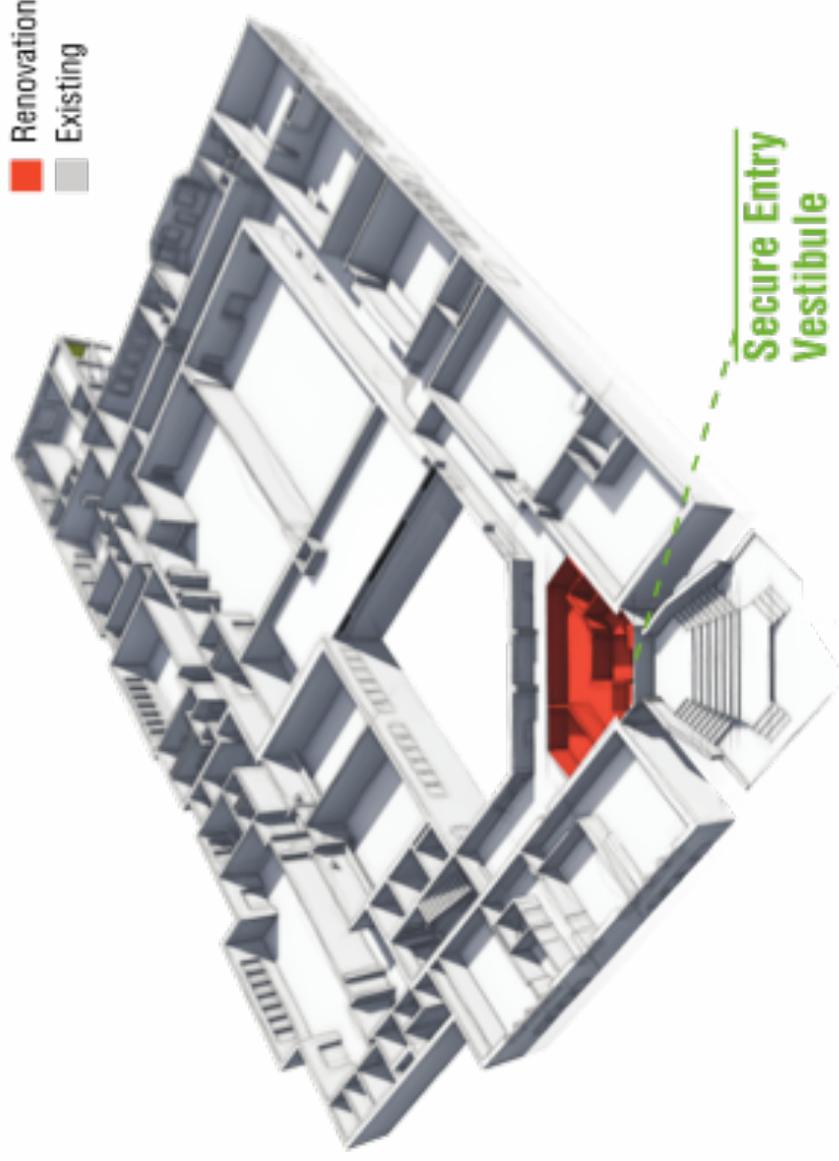
# Reference Slides

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**THE FOLLOWING SLIDES WILL NOT BE INCLUDED IN THE MEETING'S PRESENTATION**

## Proposed Improvements

- Address health/life safety upgrades
- Improve secure entry vestibule
- New HVAC system to improve air quality, air flow and temperature control
- Address ADA code issues
- Upgrade classroom electrical
- Update aging flooring, railings and hardware

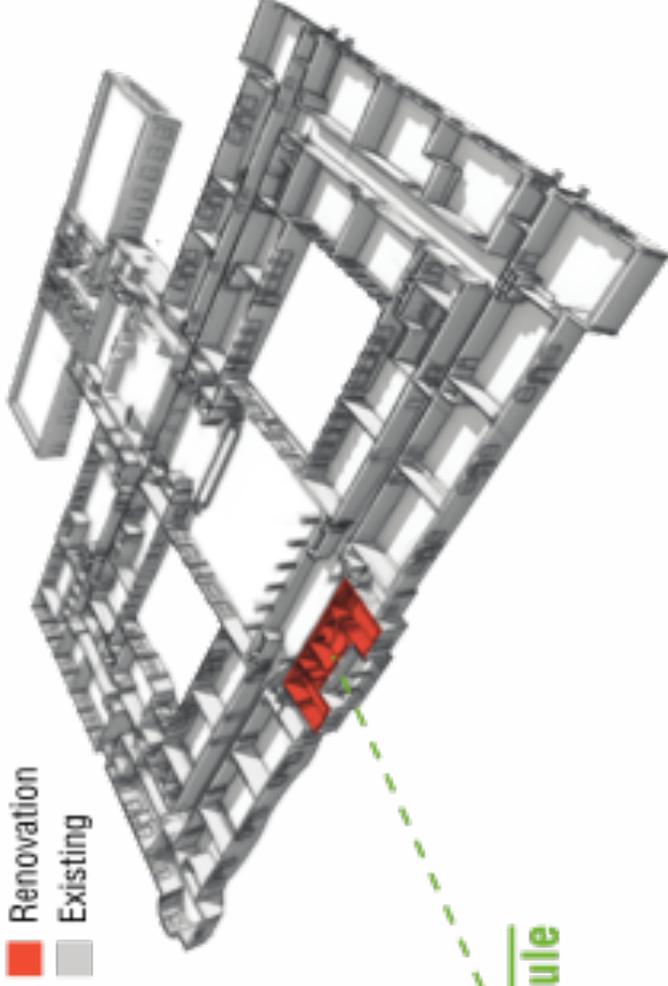


Est. Construction Start to Completion:  
June - Aug 2023



# Proposed Improvements

- Address health/life safety upgrades
- Add secure entry vestibule
- Upgrade HVAC system to improve air quality, air flow and temperature control
- Address ADA code issues
- Update aging flooring, railings and hardware
- Address plumbing improvements



■ Renovation  
■ Existing

Secure Entry Vestibule

Est. Construction Start to Completion:  
June - Aug 2024 and June-Aug 2025

# New Trier Township K-8 Comparisons

District 36...

- Ranks 2nd lowest Ratio of Students per building
- Ranks 3rd in Operating Costs per Pupil
- Shows the slowest growth in tax rate when comparing 2011 to 2020 at 8%

## Operating Expenditure Per Pupil

	Wilmette 39	Glencoe 35	Avoca 37	Winnetka 36	Kenilworth 38	Sunset Ridge 29
2021	20,166	22,563	22,777	25,348	28,294	28,017
2020	17,164	20,511	20,864	21,728	26,148	27,380
2019	16,953	20,206	21,299	23,491	27,608	26,391
2018	15,919	20,068	21,130	22,483	27,437	27,257
2017	15,072	19,578	20,592	23,138	24,386	26,172
2016	14,591	17,842	20,148	21,916	22,200	25,703
2015	14,802	17,468	19,576	20,578	21,703	24,485
2014	14,276	17,605	19,299	19,774	22,289	24,453
2013	13,920	17,302	18,810	19,362	22,150	23,255

## Tax Rates

	Wilmette 39	Glencoe 35	Avoca 37	Winnetka 36	Kenilworth 38	Sunset Ridge 29
2020	3.023	3.135	2.717	3.015	3.800	2.751
2019	2.939	3.062	2.646	3.148	3.656	2.718
2018	3.081	3.163	2.820	3.220	3.713	2.906
2017	2.880	2.955	2.661	3.002	3.488	2.727
2016	2.840	2.931	2.662	3.049	3.467	2.761
2015	3.501	3.556	3.094	3.542	4.194	3.197
2014	3.356	3.378	2.957	3.386	3.998	3.068
2013	3.326	3.338	2.937	3.331	3.921	3.077
2012	2.922	2.943	2.557	3.094	3.529	2.701
2011	2.620	2.659	2.281	2.782	3.194	2.450

## IL School Report Card

(2018)	Wilmette 39	Glencoe 35	Avoca 37	Winnetka 36	Kenilworth 38	Sunset Ridge 29
# of Buildings	6	3	2	5	1	2
# of Students	3,385	1,202	708	1,600	460	582
Ratio Per Building	564	401	354	320	460	291

Winnetka has consistently been 3rd out of 6 schools in operating expenditure per pupil

Winnetka has fluctuated between the 2nd and 4th tax rate

Sources:

[Illinois Report Card](#)

[Cook County Tax Agency Reports](#)

# Carleton Washburne

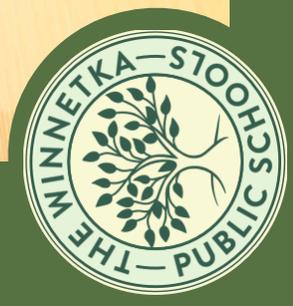


## Proposed Improvements

- Address health/life safety upgrades
- New HVAC system to improve air quality, air flow and temperature control
- Update PA system and alarms
- Replace obsolete electrical panels
- Address ADA code issues
- Update aging flooring, railings and hardware

Est. Construction Start to Completion:  
June - Aug 2024 and June-Aug 2025

# Crow Island – New Gymnasium



Conceptual Rendering

# Crow Island – Three New Classrooms to Replace Modulares



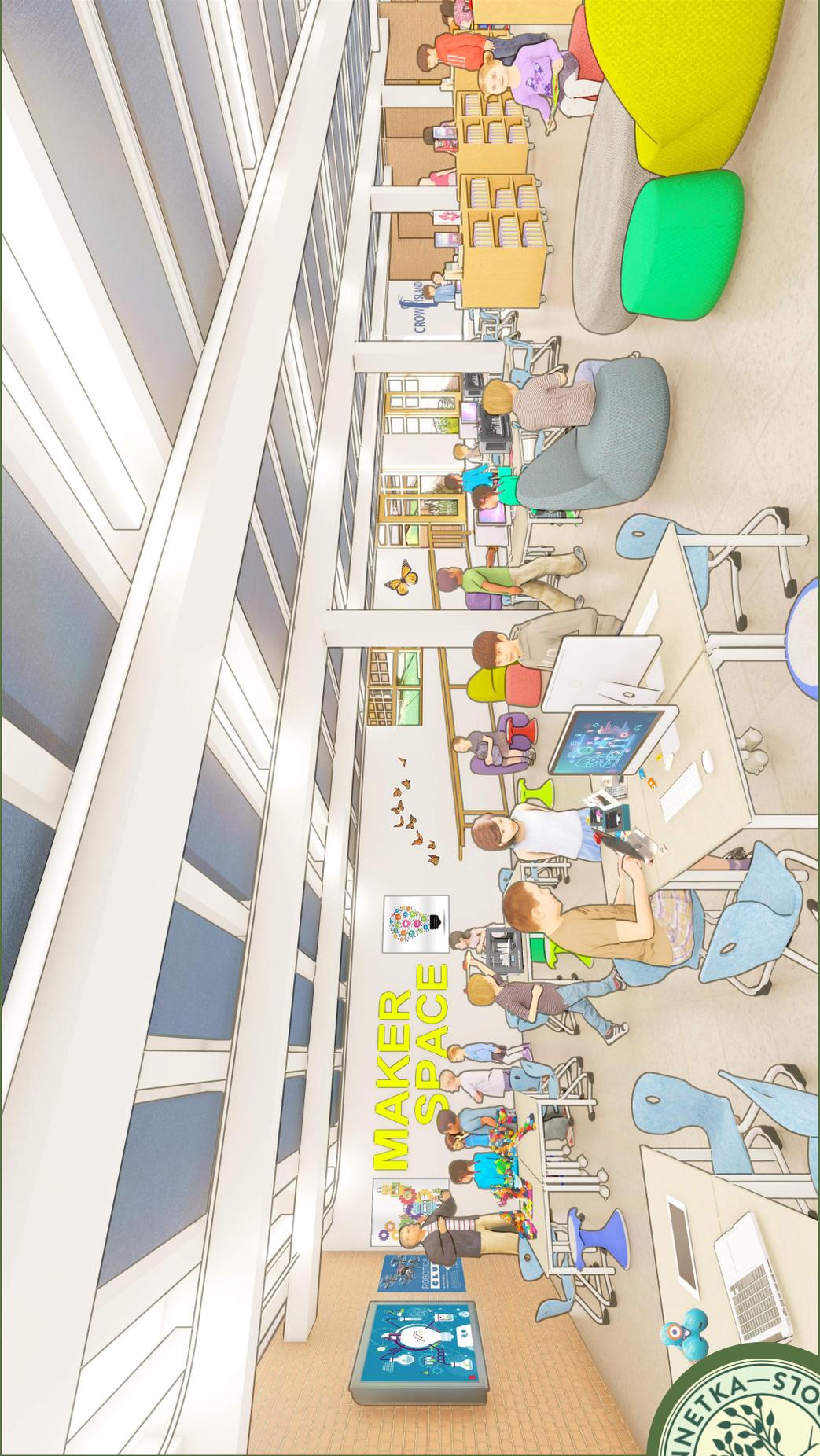
Conceptual Rendering

# Crow Island – Multipurpose Room/Cafeteria



Conceptual Rendering

# Crow Island – Updated Resource Center/Library



Conceptual Rendering

# Hubbard Woods – Multipurpose Room/Cafeteria



Conceptual Rendering

# Hubbard Woods – Secure Entry Vestibule



Conceptual Rendering

# Skokie – Secure Entry Vestibule



Conceptual Rendering

**MINUTES**  
**WINNETKA VILLAGE COUNCIL**  
**REGULAR VIRTUAL MEETING**  
**February 15, 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, February 15, 2022, at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:00 PM. Manager Bahan called the roll. Present: Trustees Robert Apatoff, Andy Cripe, Tina Dalman, Rob Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Community Development Director David Schoon, Water & Electric Director Brian Keys, Assistant Water & Electric Director Nick Narhi, Public Works Analyst Diana Puga, and approximately 3 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) March 1, 2022 Regular Meeting. All of the Council members present except Trustees Dearborn and Dalman said they expect to attend.
  - b) March 8, 2022 Study Session. All of the Council members present said they expect to attend.
  - c) March 15, 2022 Regular Meeting. All of the Council members present except Trustee Swierk said they expect to attend.
- 4) Public Comment.
  - i) Liz Kunkle commends the signage around town and believes that it has a positive impact on the community.
- 5) Reports:
  - a) Trustees. None.
  - b) Attorney. None.
  - c) Manager. None.
  - d) Village President. None.
- 6) Approval of the Agenda. Trustee Cripe, seconded by Trustee Apatoff, 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. February 1, 2022, Special Closed Session
    - ii. February 1, 2022, Regular Meeting

- b) Approval of Warrant List dated January 25, 2022 – February 7, 2022 in the amount of \$1,262,007.23.
- c) Resolution No. R-16-2022: License Agreement to Allow the Installation of Temporary Outdoor Structures (Adoption)
- d) Resolution No. R-27-2022: Parkway Tree Planting Contract (Adoption)
- e) Resolution No. R-28-2022 and Resolution No. R-29-2022: Establishing Manager & Department Head Salaries (Adoption)
  - i. Resolution No. R-28-2022: Approving and Establishing Changes in the Compensation of the Village Manager (Adoption)
  - ii. Resolution No. R-29-2022: Approving and Establishing the Compensation of Department Heads Effective January 1, 2022 (Adoption)
- f) Resolution No. R-30-2022: Waiving Bidding and Approving an Agreement with GovTemp USA, LLC for Temporary Staffing Services (Adoption)

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

8) Ordinances and Resolutions:

- a) Ordinance No. M-4-2022: 455 Linden Street – Variations & Certificates of Appropriateness (Introduction).

Community Development Director David Schoon briefs Council regarding the proposed four-unit multi-family residential development with below grade structure parking consisting of ten parking spots. The applicant is requesting zoning relief to allow for the construction of the development. Mr. Schoon confirmed that the applicant agreed that the proposed building will meet all Village stormwater detention and drainage requirements.

The Design Review Board has reviewed the design element of the structure at three separate meetings due to concerns regarding the design of the roof and the characteristic of the building in relationship to the neighborhood. The DRB ultimately recommended approval by 6-0 vote. The requests for variation were presented to the Zoning Board of Appeals and the Board found the requested variations to meet all variation standards, and ultimately recommended approval of the variation requests by a 6-0 vote. Village Council discussed the various landscape elements and the overall building design with a focus on the size of the building and the material used.

Trustee Dearborn expressed his concern regarding interaction between the developer and the neighbors regarding the multi-unit residential building. Matt Holmes, attorney for Linden Winnetka, LLC, confirmed that there has been an adequate amount of involvement with the neighbors and both the Design Review Board and the Zoning Board of Appeals to ensure that all concerns regarding the development have been taken into consideration and addressed.

Village Council seek clarification of landscaping around the building and the design plans regarding stormwater for the residential building. Amen Khalil, representative of Linden Winnetka, LLC, and Matt Holmes, attorney for Linden Winnetka, LLC, brief Council on the planning regarding the developments landscaping and stormwater, however, Village Council suggests that the project architect be present to thoroughly explain and answer specific questions regarding the plans.

Mr. Khalil informs Council that he will provide adequate upkeep for the rental, stating that he has not been satisfied with outside services in the past and will provide the maintenance himself to ensure the highest standards.

While President Rintz indicates the importance of the architect's presence considering the concerns and requested clarification regarding the design structure modifications, landscaping, and unclear design elements, he commends Linden Winnetka, LLC with their interaction and involvement with the neighbors of the proposed development.

Public Comment.

- i) Brendan Andrew suggests that Village Council should consider the need for more affordable housing options for younger families looking to move into the Village.

Trustee Cripe, seconded by Trustee Mancini, moved to introduce Ordinance No. M-4-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Mancini, and Swierk. Nays: Trustee Dearborn. Absent: None.

- b) Resolution No. R-8-2022: Approving an Endorsement of the 2021 Climate Action Plan for the Chicago Region (Adoption).

Public Works Analyst Diana Puga, staff liaison to the Environmental & Forestry Commission (EFC), addresses Council regarding the Climate Action Plan, a multi-jurisdictional approach to addressing the climate crisis and proactively working on improving the environment. The Chicago area was chosen as one of four regions in the United States by the Global Council of Mayors for Climate & Energy.

Liz Kunkle, Environmental & Forestry Commissioner, provides an overview regarding the Greenest Region Compact, informing Council of the previous framework and priority focus areas, as well as the mitigation and adaptation goals.

Environmental & Forestry Chair, Chuck Dowding, provides information regarding three focus areas; energy, mobility, and sustainable communities. Mr. Dowding also addresses Council regarding the three principal means by which the metropolitan region produces CO2 and how sustainable energy can help reduce CO2 in the years ahead.

Commissioner Kunkle, on behalf of the EFC, suggests the Council adopt the resolution to endorse the Climate Action Plan ensuring the Village's commitment to working towards high-level sustainability and climate action goals. Ms. Kunkle also informs Council regarding the benefits to Winnetka.

Trustee Mancini commends EFC on the research and dedication to the Climate Action Plan.

Village Council are in unanimous agreement admiring the passion that the EFC members present and commend their work.

Public Comment.

Terri Cross questions the impact that Winnetka would have on reducing CO2 as the Village uses coal fueled electricity.

Trustee Apatoff and Trustee Swierk agree with the adoption of the resolution, however, they express concerns regarding expectations for the specifics and long-term goal setting.

Trustee Cripe indicates that he is agreement with endorsing the Climate Action Plan and believes that the goals presented are achievable.

Liz Kunkle confirms that while the numbers are reasonable, the adoption of the resolution to endorse the Climate Action Plan is aspirational and will help reduce the energy use.

Trustee Cripe, seconded by Trustee Mancini, moved to adopt Resolution No. R-8-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

c) Resolution No. R-25-2022: Approving an Agreement with Meade Inc. for the Installation of a 138kV to 12.47kV Substation Transformer (Adoption).

Director of Water and Electric Brian Keys informs Council that staff has issued a request for the physical installation of a transformer at the Northfield Substation, stating that this is the last major contract of the project. , will connect it at the substation. Brian Keys informs Council that Meade, Inc., who has been awarded the bid, is familiar with the Northfield Substation as the vendor has previously performed work at the location and staff has found Meade Inc. to perform satisfactory work and have the necessary capabilities to complete the project.

Trustee Dearborn seeks information regarding project costs and correlation with the Villages budget. Brian Keys elaborates on the factor that drive the cost estimates regarding the market conditions.

Public Comment.

Chuck Dowding commends Director of Water and Electric Brian Keys for his guidance and excellence work for the community.

Trustee Apatoff, seconded by Trustee Cripe, moved to adopt Resolution No. R-25-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

d) Resolution No. R-26-2022: Approving a Contract with Wesco for the Purchase of Single Phase Pad Mount Transformers (Adoption).

Assistant Director of Water and Electric Nicholas Narhi informs Council of the increased manufacturing lead times regarding purchases and deliveries for the Water & Electric Department due to the pandemic, noting single phase pad mount transformers. Due to market lead times and increased pricing, staff is requesting to proceed with its contract with Wesco Distribution, to ensure that the Village can continue providing adequate services to the community.

President Rintz requests clarification on when the vendor will be required to receive payment and how the Village will respond in the event of price differentials prior to staff receiving the transformers.

Water & Electric Director Brian Keys states that the vendor will receive payment after delivery and once Council approves of the warrant list shortly after, indicating sometime in 2024. Brian Keys indicates that if price fluctuations occur, the Village may be able to cancel the contract and complete another bid process, however, he suggests that Village Attorney Peter Friedman would need to review the process.

Village Council deliberates regarding the market shortage and market sales, alternative purchase options, and the cost effects regarding the budget.

Trustee Dalman, seconded by Trustee Apatoff, moved to adopt Resolution No. R-26-2022. 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.

a) Appoint Kim Mancini as the Trustee Liaison to the Plan Commission – her term will expire 5/1/2022. Kim is filling a vacancy from John Swierk’s resignation.

Trustee Dearborn, seconded by Trustee Apatoff, moved to appoint Kim Mancini to the Plan Commission to fill a vacancy for John Swierk. Her term will expire on 5/1/2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

b) Appoint Chris Foley to a two-year term on the Plan Commission – his term will expire 5/18/2024. Chris is filling a vacancy from Jay Vanderlaan’s resignation.

Trustee Dalman, seconded by Trustee Apatoff, moved to appoint Chris Foley to the Plan Commission to fill a vacancy for Jay Vanderlaan. His term will expire on 5/18/2024. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

12) Closed Session for the Purpose of Discussing Collective Bargaining Pursuant to Section 2(c)(2) of the Open Meetings.

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

The Council adjourned into Closed Session at 9:26 p.m.

13) Adjournment. The Special Closed Session meeting ended at 9:47 p.m.

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Recording Secretary

**MINUTES  
WINNETKA VILLAGE COUNCIL  
REGULAR MEETING  
March 1, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, March 1, 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. Present: Trustees Robert Apatoff, Andy Cripe, and Kim Mancini. Absent: Trustee Dalman, Dearborn, and Swierk. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, Community Development Director David Schoon, and approximately 6 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) March 8, 2022 Study Session. All of the Council members present said they expect to attend.
  - b) March 15, 2022 Regular Meeting. All of the Council members present said they expect to attend. Trustee Swierk absent.
- 4) Public Comment. None.
- 5) Reports:
  - a) Trustees.
    - i) Trustee Mancini informs Council that the Plan Commission met with the Lakota Group to discuss the Comprehensive Plan.
  - b) Attorney. None.
  - c) Manager. None.
  - d) Village President.
    - i) President Rintz takes a moment to reflect on the devastating issues in Eastern Europe.
- 6) Approval of the Agenda. Trustee Mancini, seconded by Trustee Cripe, moved to approve the Agenda. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, and Mancini. Nays: None. Absent: Trustees Dalman, Dearborn, and Swierk.
- 7) Consent Agenda
  - a) Village Council Minutes.
    - i. February 8, 2022 Study Session
  - a) Approval of Warrant List dated February 8, 2022 – February 21, 2022 in the amount of \$1,263,467.65

- b) Resolution No. R-31-2022: Purchase of Brick Pavers (Adoption)
- c) Resolution No. R-32-2022: Approving a Contract with Wesco for the Purchase of Single Phase Pole Mount Transformers (Adoption)
- d) Resolution No. R-33-2022: Approving a Contract with the Okonite Company for the Purchase of 15kV Underground Cable (Adoption)
- e) Resolution No. R-34-2022: Rejecting All Bids, Waiving Bidding Requirements, and Awarding a Contract to Wesco Distribution, Inc. for a 2500 kVA Pad Mount Transformer (Adoption)
- f) Resolution No. R-35-2022: Authorizing a Purchase Order for the Commercial District Floral Program (Adoption)
- g) Resolution No. R-37-2022: Approving Agreement with Thelen Sand & Gravel for Landscape Yard Waste Removal Services (Adoption)

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

8) Ordinances and Resolutions:

- a) Ordinance No. M-4-2022: 455 Linden Street – Variations & Certificate of Appropriateness (Adoption)

Trustee Swierk entered the meeting at 7:06 PM

Community Development Director David Schoon states that the applicant has returned with the architect to provide Council additional information regarding the design and landscape plans of the four-unit multi-family residential. Mr. Schoon confirms that emails were sent to individuals that made previous correspondence regarding the development.

The applicant, Linden Winnetka, LLC, presented a more in-depth look regarding the design and landscape plans for Council to observe. While the architect’s drawings depict the design structure and some landscaping plans around the multi-unit building, the developer does indicate that the plans are not a full-scale representation of the landscaping due to ongoing planning.

Village Council requested clarification regarding the design plan measurements and the overall exterior trim and material of the development. The developer provided Council details regarding the material that will be used for construction of the development, including the material that will be used for the window trim.

Trustee Apatoff expresses concern regarding the maintenance and upkeep of the residential building. Amen Khalil confirms that outside services are used for the maintenance of snow removal and landscaping regarding lawn care. Mr. Khalil indicates that residents have access to emergency services for any maintenance issues and that the developer has an on call approved tradesman.

Amen Khalil briefs Council on the expected timeline of the construction project.

President Rintz informs Council that he has met with the developer and his wife to share with them expectations of Winnetka and states that he believes the applicant has a good track record and will meet all Village standards.

Public Comments.

i) Mike O’Connell, representative of the homeowners association across from 455 Linden Street, expresses his concerns regarding the underground parking of the development due to vehicular traffic. President Rintz informs Mr. O’Connell that while a traffic study is not required due to the sizing of the building, he is confident that the development will be meet all Village requirements given that the advisory board have all granted unanimous approval of the development.

Trustee Cripe, seconded by Trustee Swierk, moved to adopt Ordinance No. M-4-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Mancini, and Swierk. Nays: None. Absent: Trustee Dalman and Dearborn.

b) Ordinance No. M-5-2022: 108 Fuller Lane - Variations (Introduction/Adoption)

Community Development Director David Schoon indicates that the applicant is seeking approval for four zoning variations to allow construction of an addition to the existing single family residential. The residential currently has a detached garage and the variations requested propose an attached garage with other additions to the residence.

Village Council question the timing of the construction and how that will correlate with the current ongoing construction at New Trier.

Village Council unanimously agree that the homeowner’s additions are a positive element to the façade of the property.

Trustee Mancini, seconded by Trustee Cripe, moved to waive introduction Ordinance No. M-5-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Mancini, and Swierk. Nays: None. Absent: Trustees Dalman and Dearborn.

Trustee Apatoff, seconded by Trustee Mancini, moved to adopt Ordinance No. M-5-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Mancini, and Swierk. Nays: None. Absent: Trustee Dalman and Dearborn.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Adjournment. Trustee Apatoff, seconded by Trustee Cripe, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Mancini, and Swierk. Nays: None. Absent: Trustee Dalman and Dearborn. The meeting adjourned at 7:51 PM.

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Recording Secretary



## Agenda Item Executive Summary

**Title:** Approval of Warrant Lists

**Presenter:** Robert M. Bahan, Village Manager

**Agenda Date:**

03/15/2022

**Consent:**

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Item History:**

None.

**Executive Summary:**

The Warrant List dated February 22, 2022 - March 7, 2022.

**Recommendation:**

Consider approving the Warrant List dated February 22, 2022 - March 7, 2022.

**Attachments:**

None.



## Agenda Item Executive Summary

**Title:** Annual Outdoor Seating Permits

**Presenter:** Kristin Kazenas, Assistant Village Manager

**Agenda Date:** 03/15/2022

**Consent:**  YES  NO

Ordinance  
 Resolution  
 Bid Authorization/Award  
 Policy Direction  
 Informational Only

### Item History:

Annual outdoor seating permit approval, as required for commercial use of Village sidewalks (Village Code Section 12.04.070).

### Executive Summary:

The Village Code requires Village Council permission for businesses to operate on public sidewalks. Twenty Winnetka businesses have applied for outdoor seating permits. The applicants submitted proposed layout sketches and certificates of insurance showing at least \$1,000,000/ occurrence and \$2,000,000 general aggregate liability, naming the Village as an additional insured.

The Village's insurance broker is in the process of reviewing and approving the insurance certificates, and Public Works Director Gio McLean will inspect the requested table layouts. Staff will work with the applicants to assure appropriate passage of pedestrians.

### Recommendation:

Consider approval of the 2022 Outdoor Seating Permit applications, pending final insurance certificate and table layout approval by the Village.

### Attachments:

1. 2022 Outdoor Seating Applicants

## ATTACHMENT 1

<b>Licensee</b>	<b>Business Address</b>	<b>Permit Number</b>	<b># of Tables</b>	<b># of Chairs</b>
501 Local	501 Chestnut Street	1	10	40
Fiz & Pop	566 Chestnut Court	2	2	6
Fred's Garage	574 Green Bay Road	3	4	16
Good Grapes	821 Chestnut Ct	4	10	40
Grateful Bites Pizza	899 Green Bay Road	5	6	26
Shoppe HeART Studio	964 Green Bay Road	6	1	2
Hometown Coffee & Juice	749 Elm Street	7	23	68
La Taquiza	566 Chestnut St	8	2	4
Little Honeycomb	540 Lincoln Avenue	9	13	48
Noah's Ark	831 Elm St	10	1	2
Once Upon a Bagel Original	1050 Gage St	11	6	18
Green Bay Café Peet's	568 Green Bay Rd	12	4	12
Coffee Soupicurean	817 Elm Street	13	6	17
Spirit Elephant	566 Chestnut St	14	4	16
Stacked and Folded	924 Green Bay Rd	15	5	10
Starbucks	551 Lincoln Ave	16	6	24
Tocco	566 Chestnut St.	17	7	16
Town & Oak	507 Chestnut St	18	8	16
True Juice	921-23 Green Bay Rd	19	7	18
	542 Chestnut St	20	2	4



## Agenda Item Executive Summary

**Title:** Resolution No. R-39-2022: Awarding a Contract to Weg Transformers USA, LLC for a Pad Mount Transformer (Adoption)

**Presenter:** Brian Keys, Director of Water & Electric

**Agenda Date:** 03/15/22

**Consent:**  YES  NO

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

### Item History:

None

### Executive Summary:

As part of the storm water project, additional electrical load will be added to the existing pump station on Winnetka Avenue. During the design of the improvements, Water & Electric staff asked the Village's consulting engineer, Strand Associates, to examine the loading on the transformer. Based on the analysis, Strand confirmed that the existing transformer is undersized.

The electrical analysis indicated that the existing transformer is suitably sized for the steady-state load of the existing pumps and proposed pump. However, the analysis did confirm that the locked rotor starting current of the existing pumps exceeds the transformer's rating. Over time, this condition will result in a reduction in the service life of the transformer. This condition is also attributed to a power quality issue (i.e. flickering lights) at the Public Works facility which is served on the same section of cable. At the time of budget preparation, the plan was to purchase two transformers; one to be placed in service and a system spare.

The Water & Electric Department issued Bid #022-011 for the purchase of two 1000 kVA pad-mount transformers. The bid notice was posted to the on-line bidding service Demand Star. Two vendor submitted the following bids.

Wesco (ABB): \$54,944.00 each, lead-time 50-52 weeks

Weg (Weg): \$46,037.00 each, lead-time 84-86 weeks

Both bidders were considered "non-responsive". The bid document specified that bidders provide a firm unit price for the specified transformer. Due to the extended lead times and market uncertainty the manufacturers took exception to firm price requirement and included price adjustment clauses and/or escalation policies. From a technical perspective, both units were acceptable. Weg Transformers bid a unit manufactured by their company. Wesco bid a unit manufactured by ABB.

**Executive Summary (continued):**

Transformers are awarded based on the results of a life cycle cost basis. Inherent to the transformer's design are electrical losses. The cost of these losses is added to the purchase cost of the transformer to arrive at an evaluated life cycle cost. As such, it is possible for a transformer to have a low material cost with high losses to be the highest evaluated cost. Conversely, a transformer with a high material cost, but with very low losses can be the lowest evaluated cost. The bid tabulation with unit prices and load loss evaluation is attached as Exhibit A. In this particular case, the transformer bid by Weg Transformers was lowest in both material cost and evaluated life cycle cost.

Based on the bid results, staff is proposing to only purchase a single unit. The storm water consultant is examining alternative electrical modifications to reduce the locked rotor currents of the existing pumps. Until this is further examined, staff is not recommending ordering a second transformer. Funding for the transformer will be split between Water & Electric and the storm water project. The 2022 Electric Fund had allocated \$30,000 (account #500.42.34-660) for the purchase of a transformer to support the storm water pump station. Based on lead time, this transformer will not arrive until 2023, and will need to be accounted for in the 2023 Electric Fund Budget.

Weg has confirmed their acceptance of an order for a single unit. The final cost of the transformer may be subject to escalation at the time of shipment due to the volatility of the market. The escalation will be based on the content of key components such as metals, insulating fluid and freight.

Resolution No. R-39-2022; prepared by the Village Attorney, rejects all bids, waives bidding requirements and awards a contract to Weg Transformers USA for the purchase of a 1000 kVA pad mount transformer in an amount of \$46,037, subject to a price adjustment per the contract terms.

**Recommendation:**

Consider adoption of Resolution No. R-39-2022, rejecting all bids, waiving bidding requirements and awarding a contract to Weg Transformers USA, LLC for the purchase of one 1000 kVA pad mount transformer, in an amount of \$46,036, subject to a price adjustment per the contract terms.

**Attachments:**

1. Resolution No. R-39-2022: Rejecting all Bids, Waiving Bidding Requirements and Awarding a Contract to Weg Transformers USA, LLC for a 1000 kVA Pad Mount Transformer
2. Bid Tabulation

# ATTACHMENT 1

## RESOLUTION NO. R-39-2022

### A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS, AND AWARDING A CONTRACT TO WEG TRANSFORMERS USA, LLC FOR A 1000 KVA PAD MOUNT TRANSFORMER

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

**WHEREAS**, on January 19, 2022, the Village issued Request for Bid #022-011 ("**Requests for Bids**") for the purchase of two 1000 kVA Pad Mount Transformers ("**Transformers**"); and

**WHEREAS**, the Village received two bids ("**Bids**") to provide the Transformers and opened the Bids on February 16, 2022; and

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

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

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

**WHEREAS**, the Village Council desires to enter into a contract with Weg for the Village to purchase the Transformer from Weg in an amount set to \$46,037.00, subject to a price adjustment pursuant to the terms described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Contract**"); and

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

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

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

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

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

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

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

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

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

**ADOPTED** this 15<sup>th</sup> day of March, 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

VILLAGE OF WINNETKA

CONTRACT/BID  
FOR 1000kVA 480.277 DUAL THREE PHASE PAD MOUNT TRANSFORMER

Full Name of Bidder:

WEG Transformers  
("Bidder")

Principal Office Address:

1 Pauwels Drive  
Washington, MD 20390

Local Office Address:

1 Pauwels Drive  
Washington MD 20390

Contact Name: Jenifer Rhodes Telephone: 636-239-9334

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. none (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:

<b>Product Item No.</b>	<b>Description of Product to be delivered to Owner</b>	<b>Quantity of Products to be delivered to Owner</b>	<b>Unit Price of Product</b>	<b>Extension</b>
		<b>See pricing form in Attachment A.</b>		

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

**See pricing form in Attachment A.**

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

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

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

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

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

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

3. Contract Time Proposal.

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

4. Financial Assurance.

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

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

5. Firm Proposal.

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

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 7<sup>th</sup> date of February 2022

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

Bidder's Name: WEG Transformers

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

Signature of Bidder or Authorized Agent \_\_\_\_\_

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: Jenifer Rhodes

Title/Position: Account Specialist

Bidder's Business Address: 1 Pauwels Drive

Washington, MO 63090

Bidder's Business Telephone: (636) 239-9334 Facsimile: ( )

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

## **ATTACHMENT A: SPECIFICATIONS**

### **SPECIFICATIONS**

#### **1. SCOPE**

- a. The three-phase pad-mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of three-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of three-phase dead front, FR3 oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
  - I. 1000 KVA
  - II. 65° C rise
  - III. 60 Hertz
  - IV. **Dual High Voltage: 12.47 Delta & 4.16 Delta**
  - V. High Voltage BIL : 95kV
  - VI. Low Voltage : 480/277V

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

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

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

### 3. QUALITY ASSURANCE

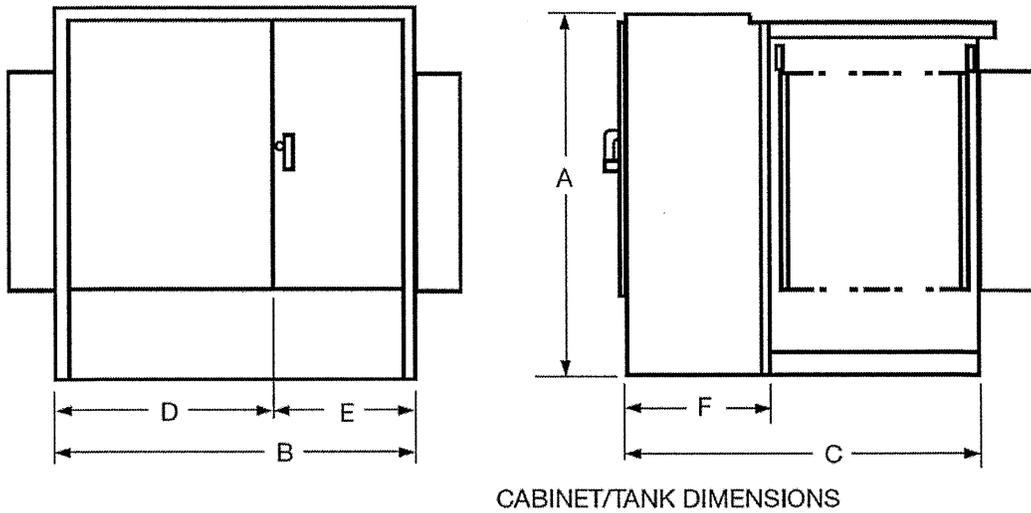
- a. Only approved manufacturer listed below:
  - I. ABB
  - II. Central Maloney
  - III. Cooper
  - IV. ERMCO
  - V. General Electric
  - VI. Pauwels

### 4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
  - i. All windings and internal connections shall be copper or aluminum.
  - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
  - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Village of Winnetka/Director of Water & Electric upon request.
  - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
  - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
  - vi. Amorphous core shall NOT be included in the bid.
- b. HV Compartment
  - i. The transformer shall be dual high voltage 12.47 kV and 4.16kV.
  - ii. The transformer shall be furnished with a high voltage compartment located on the left with a v-arrangement and dimensions as per Figure 2.
  - iii. The high voltage compartment shall be furnished with 200 amp universal bushing wells and 200 amp bushing inserts.
  - iv. A parking stand between the bushing wells shall be provided for attachment of bushing accessories, as per Figure 2.
  - v. A quantity of three(3), three-phase load break switches mounted above bushing wells, with a minimum 200 amp current rating to disconnect bushing and transformer from internal bushing work, as per Figure 4;
    - i. Line Switch A for H1A, H2A, H3A
    - ii. Line Switch B for H1B, H2B, H3B
    - iii. Xrmr Switch
- c. LV Compartment

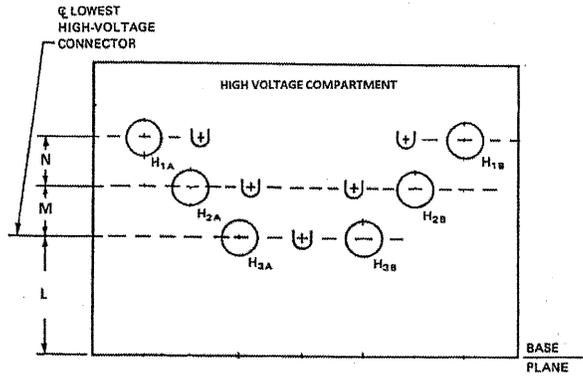
- I. The transformer shall be furnished with a low voltage compartment and shall house the LV connections in the form of **12-hole NEMA spades** mounted on threaded copper studs (as per IEEE C57.12.34 ).
  - II. Bushings shall have insulating supports to roof of transformer.
  - III. **Staggered** Low-Voltage terminal arrangement as per **Figure 3**.
- d. Cabinet
- I. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
  - II. Dimension of cabinet shall be constructed as per **Figure 1**.
  - III. Designed to meet NEMA TR -2013 Audible Sound Levels
- e. Insulating Fluid
- I. The insulating fluid shall be **FR3 or equivalent**.
  - II. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
  - III. Non-P.C.B. sticker shall be mounted in LV compartment.
- f. Tank Design
- I. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.13.26.
  - II. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
  - III. Lifting provisions shall be provided at two or four points on the tank depending on size
  - IV. Vendor shall provide dimension of tank to be constructed, as per bid submittal.
- g. Cooling System
- I. The transformer shall be self-cooled
- h. Grounding Provisions
- I. All non-energized metallic components of the transformer shall be grounded.
  - II. Tank grounding provisions shall consist of two ground pads.
  - III. Ground pads shall be per IEEE standards.
- i. Nameplates
- I. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
  - II. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
- I. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green
- k. Reference Drawings:

**FIGURE #1 – EXTERIOR DIMENSIONS**



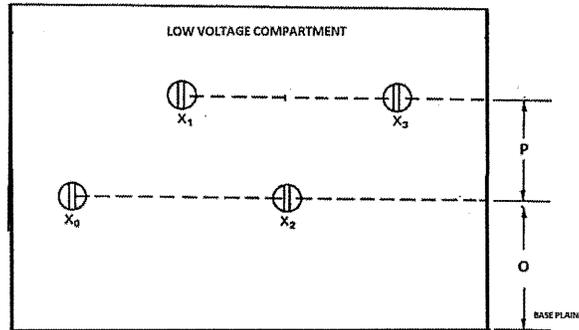
<b>Exterior Dimension</b>	
<b>Dimension</b>	<b>Measurement (inches)</b>
A	TBD BY OEM
B	~79
C	TBD BY OEM
D	~34
E	~45
F	~24

**FIGURE # 2- HIGH VOLTAGE COMPARTMENT**



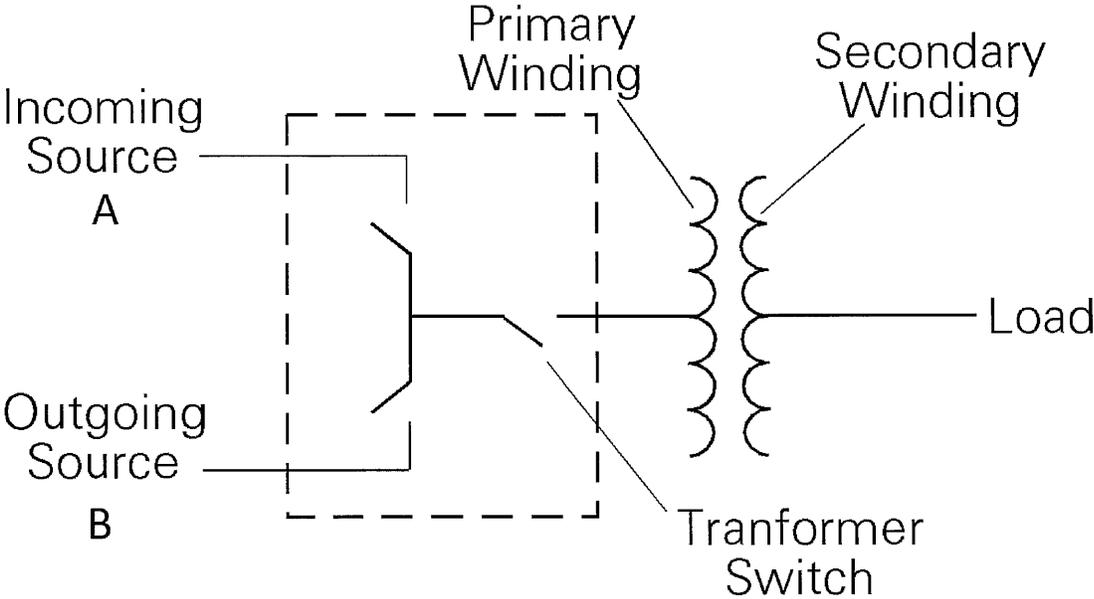
High Voltage Compartment Dimension	
Dimension	Measurement (inches)
L	28
M	6
N	6

**FIGURE #3 – LOW VOLTAGE COMPARTMENT**



Low Voltage Compartment Dimension	
Dimension	Measurement (inches)
O	45
P	7

**Figure 4: Single Line of internal switches**



## 5. TEST

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

## 6. FEATURES

The transformer shall be equipped with a complete set of standard features, including.

- a. High and low voltage cabinet doors, swinging from inside to outside
- b. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- c. Oil level/fill plug.
- d. Dial-type thermometer
- e. Automatic pressure relief device (Self-actuating with indicator).
- f. Oil drain plug.
- g. Meet NEMA TR -2013 Audible Sound Levels
- h. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- i. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- j. NEMA safety labels.
- k. High voltage 200 amp dead front universal bushing wells with 200 amp bushing inserts.
- l. Low voltage 12-hole NEMA spades mounted on threaded copper studs.
- m. Lightning Protection
  - a. Oil immersed lightning arrestors, suitable for use on 12.47kV-Wye ground system
- n. Overcurrent protection
  - a. Internal oil-immersed weak link expulsion fuse

## 7. DOCUMENTATION

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

## 8. PARTS

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

### Pad-mount Transformer Data Sheet

<u>3 Phase KVA Rating:</u>	1000
<u>Frequency (Hz):</u>	60Hz
<u>Standard % Impedance:</u>	5.75 %
<u>Temperature Rise (Over 30°C ambient):</u>	65° C
<u>Primary Coil Voltage (kV):</u>	Dual Voltage 12.47kV Delta and 4.16kV Delta
<u>Primary Termination:</u>	200 amp bushing inserts
<u>Feed:</u>	Loop
<u>Primary Taps:</u>	None
<u>Primary BIL (kV):</u>	95
<u>Secondary Coil Voltage (V):</u>	480/277V Wye
<u>Secondary Termination:</u>	12-hole NEMA spades
<u>Insulating Fluid:</u>	FR3 or equivalent fluid

Other Special Instructions:

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

## BID SUBMITTAL

Vendor:

Address:

Email:

Phone:

Transformer

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
1000	2	92,074	1030	7376	84-86

Weight (lbs)

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

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

**ACCEPTANCE**

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

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

VILLAGE OF WINNETKA

By \_\_\_\_\_

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

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



Customer Name: Village of Winnetka, IL

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

**PROJECT REFERENCE: #022-011 1000kVA**

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

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

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

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

Sincerely,

  
Jenifer Rhodes  
Account Specialist  
Utility Sales

## General Conditions

Validity	From 2/7/2022 through 3/16/2022
Product(s)	Three Phase Pad-Mount Transformer(s)
Location	Unit(s) will be manufactured in Washington, Missouri
Prices	<b>Subject to escalation 30 days prior to shipment.</b>
Taxes	Federal, state, local or any other taxes, and tariffs are excluded.
Freight	FOB Destination - freight prepaid and allowed
Payment	NET 30 days from invoice
Warranty	2 Years - 24 months from date of installation, not to exceed 30 months from date of shipment

## Quotation Comments

- **Dual Voltage item will require a wide high Voltage. Low Voltage width is reduced in order to minimize over-all cabinet width.**
- **Arresters are 15 kV/12.7 MCOV for 12470 Delta. WEG avoids installing under-rated arresters under oil. Our warranty would not cover any issues relating to under-rated under-oil arresters.**

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

### DRAWINGS

## Proposal Notes (1/2)

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

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

Record Drawings can be sent two weeks prior to shipment.

### TECHNICAL NOTES

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

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

### SHIPPING NOTES

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

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

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

### TERMS

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

## Proposal Notes (2/2)

### TESTING

This proposal includes standard factory testing. These tests are standard routine test as defined by the

latest IEEE C57.12.00 and C57.12.90 standards. Pricing includes WEG “standard” factory tests below:

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

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

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

**CANCELLATION SCHEDULE**

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

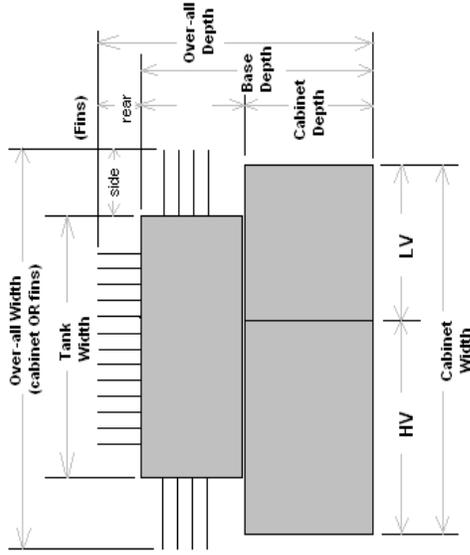
SALES PRICE	STATUS
5%	Order Acknowledged
10%	Order Scheduled
15%	Drawings Issued
30%	Final Material Ordered
40%	Schedules Issued to Plant
50%	Tank Started
65%	Core Started
75%	Coil Started
100%	Core & Coil Assembly, Oven, Tanked, Tested, Final Assembly, Docked, Shipped

**TERMS & CONDITIONS OF SALES**

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

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

FOOTPRINT - Preliminary Dimensions; NOT for construction



Item	kVA	DV 1	HV	Secondary Voltage	Over-All Dimensions		Base Dimensions		Cabinet				Tank Width	Rear Fins	Side Fins	Fluid (gals)	Weight (lbs)
					Over-All Width	Over-All Depth	Cabinet Width	Base Depth	Cabinet Depth	HV	LV						
22feb-495935899-0010	1000	4160	12470	480	80	63	80	57	27	44.1	35	55	55	yes	none	313	7855



## Brian Keys

---

**From:** James Chaggaris <jimc@pwrone.com>  
**Sent:** Wednesday, March 9, 2022 8:46 AM  
**To:** Brian Keys  
**Subject:** Re: Village of Winnetka Request For Bid #022-011

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brian,

Confirming our phone conversation and per your email, WEG has agreed to hold the price of \$46,037.00 for the one 1000KVA unit that the Village intends to purchase. The unit price is subject to escalation at time of shipment as noted in our original proposal.

Should you have any questions, please feel free to contact me.

Best Regards,

Jim

**James Chaggaris**

*President*

PowerOne Corp./PowerOne Environmental

2325 Dean St. Suite 800J

St. Charles, IL 60175

Phn: 630.443.6500

Cell: 630.669.2241

Fax: 630.443.6505

Website: [www.pwrone.com](http://www.pwrone.com)



**P O W E R O N E**

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**From:** Brian Keys <bkeys@Winnetka.org>  
**Date:** Tuesday, March 8, 2022 at 4:47 PM  
**To:** James Chaggaris <jimc@pwrone.com>  
**Subject:** Village of Winnetka Request For Bid #022-011

Jim,

The Village of Winnetka has reviewed the bids received for 1000 kVA pad mount transformers (Reference RFB #022-011). The original RFB was for a quantity of two transformers. After evaluating the bids and budgetary impacts, we are now recommending the procurement of only one unit. The bid submitted by Weg contains the lowest evaluated unit cost and life cycle cost. Staff is recommending the acceptance of Weg's bid provided the order quantity can be reduced to a quantity of one and the unit pricing is held. Please provide written confirmation that Weg Transformers USA will supply one transformer at the unit price of \$46,037, subject to potential escalation as identified in Weg's bid response. All other terms and conditions in the Request For Bid would be applicable.

Brian Keys  
Director of Water & Electric  
Village of Winnetka  
(847) 716-3556

**EXHIBIT A**

BID TABULATION: BID #022-011

**ATTACHMENT 2**

1000KVA DUAL Pad-Mounted Transformer 3 phase, 480/277										
Vendor	KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	No Load Losses @ \$12.19	Full Load Losses @ \$2.67	Operational Cost of each Transformer	Total Purchase Cost	
WESCO	1000	2	\$ 54,944.00	993.00	8,112.00	\$ 12,104.67	\$ 21,659.04	\$ 88,707.71	\$ 177,415.42	50-52 Weeks
WEG	1000	2	\$ 46,037.00	1,030.00	7,376.00	\$ 12,555.70	\$ 19,693.92	\$ 78,286.62	\$ 156,573.24	84-86 Weeks



## Agenda Item Executive Summary

**Title:** Resolution No. R-40-2022: Approval of Street Rehab Program (Adoption)

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

**Agenda Date:** 03/15/22

**Consent:**  YES  NO

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

### Item History:

The Annual Street Rehab Program is proposed to be paid from the following budget accounts:  
 100.35.23-650 (Street Rehabilitation): \$1,290,000  
 100.35.23-650 (Additional Pavement Patching): \$30,000  
 100.30.22-571 (Street Maintenance): \$18,000  
 520.62.41-660 Watermain Replacement (2022 Water Fund): \$1,608,150

### Executive Summary:

As part of the Village's ongoing infrastructure improvement program, plans and specifications were developed for the 2022 Street Rehabilitation and Public Improvement Program. In addition to the regular scope of work, this contract includes the Village's Hot Mix Asphalt and Portland Cement Concrete Patching Programs.

On February 18, 2022, six sealed bids were opened and the results are summarized below:

Bidder	Total Bid amount
Reliable Contracting & Equipment	\$3,116,149.00
A Lamp Concrete Contractor, Inc.	\$3,474,612.55
Copenhagen Construction, Inc.	\$3,497,577.40
Lenny Hoffman Excavating	\$3,957,966.00
Campanella and Sons	\$4,475,365.36
Berger	\$4,659,174.86

The FY 2022 Budget contains funding for this project in several line items:

	Budget Amounts
100.30.23-650 (Street Rehabilitation):	\$1,290,000
100.35.23-650 (Additional Pavement Patching):	\$30,000
100.30.22-571 (Street Maintenance):	\$18,000
520.62.41-660 Water main Replacement (2022 Water Fund):	\$1,608,150
<b>TOTAL BUDGETED AMOUNT:</b>	<b>\$2,946,150</b>

Continuing the Village's program of coordinating water main replacements with street paving to create cost efficiencies, scheduled water main replacement projects will also be completed in conjunction with street rehabilitation at the following locations:

**Executive Summary (continued):**

STREET	LIMITS	SCOPE
Cherry Street	Sheridan Road to West End	Resurface + Water Main
Locust Road	Sunset Road to Mt Pleasant Rd	Resurface + Water Main
Merrill Street	Gordon Terr to Green Bay Rd	Resurface + Water Main
Gage Street	Gordon Terr to Green Bay Rd	Resurface + Water Main
Scott Ave	Green Bay Rd to Randolph St	Resurface + Water Services
Maple Street	Ash St to Elm St	Resurfacing
Tower Road	Forest Way to Village Limits	Resurfacing
Tower/Hibbard Road	At the NW corner of Intersection	Sidewalk Improvement

Based on higher than expected bids received the cost of the water main work will exceed the budgeted amount by \$151,403.00. Rather than delay critical water main replacement projects, Water & Electric Director Brian Keys requests that staff be permitted to proceed with the planned work and draw down the Water Fund Capital balance by the excess amount. This would not impact the Water Fund’s adherence to the established Fund Balance Policy.

After comparing the bid results the apparent low bid was submitted by Reliable Contracting & Equipment out of Chicago, IL. After discussions with the Contractor, it was affirmed that Reliable Contracting would be outsourcing a majority of the work activities and would be unable to meet the minimum work performance qualifications of the contract. For this reason, staff is recommending that the Village Council reject this bid submittal. Staff is recommending that the Village Council consider awarding the contract to the next lowest responsible bidder. The next lowest responsible bidder meeting the requirements of the contract and proposed scope of work is ALamp Concrete Contractors, Inc. out of Schaumburg, Illinois. A Lamp Concrete has performed work for the Village in the past, including successful completion of the 2020 & 2021 Street Rehabilitation Programs and the Streetscape Projects . Staff believes that A Lamp will continue to provide the Village with a high level of service and meet the obligations of the proposed contract.

**Recommendation:**

Consider adopting Resolution No. R-40-2022, approving a contract for the 2022 Street Rehabilitation and Public Improvement Program with A Lamp Concrete Contractors, Inc., in the amount not to exceed \$2,972,837.45

**Attachments:**

1. Resolution No. R-40-2022
2. Agenda Report
3. Copy of Bid Tabulation
4. Evaluation of Modified Bid Excluding Sunview Lane
5. Final Contract

RESOLUTION NO. R-40-2022

**A RESOLUTION APPROVING AN AGREEMENT WITH  
A. LAMP CONCRETE CONTRACTORS, INC. FOR THE 2022 STREET  
REHABILITATION AND PUBLIC IMPROVEMENT PROJECT**

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

**WHEREAS**, the Village has appropriated funds for the Village’s 2022 Street Rehabilitation and Public Improvement Project (“*Work*”); and

**WHEREAS**, the Village requested bids for the procurement of the Work; and

**WHEREAS**, the Village received six bids for the procurement of the Work and opened the bids on February 18, 2022; and

**WHEREAS**, the Village’s request for bids required bidders to be able to complete a minimum of 51 percent of the Work with their own forces; and

**WHEREAS**, the lowest bidder proposed completing the majority of the Work through the use of subcontractors instead of using its own employees, thus, the lowest bidder did not submit a responsive bid; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that A. Lamp Concrete Contractors, Inc. (“*Contractor*”) is the lowest responsible and responsive bidder for the procurement of the Work; and

**WHEREAS**, the Village Council desires to enter into an agreement with Contractor for the Services in an amount not to exceed \$2,972,837.45 (“*Agreement*”); and

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

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

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

**SECTION 2: REJECTION OF BID.** The bid submitted by Reliable Contracting & Equipment is hereby rejected. The Village Manager is directed to notify Reliable Contracting & Equipment of this determination and to return the bid security submitted for this contract to this bidder where required by the bidding documents.

March 15, 2022

**R-40-2022**

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

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

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

**ADOPTED** this 15th day of March 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**AGREEMENT**

## Agenda Report

**Subject:** Resolution R-40-2022: 2022 Street Rehabilitation and Public Improvement Program

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

**Date:** March 15, 2022

As part of the Village’s ongoing infrastructure improvement program, plans and specifications were developed for the 2022 Street Rehabilitation and Public Improvement Program for various streets within the Village of Winnetka. These streets include:

<u>Street</u>	<u>Limits</u>	<u>Scope of Work</u>
<i>Cherry Street</i>	<i>from Sheridan Road to Maple Street</i>	<i>Water Main/Rehab</i>
<i>Locust Road</i>	<i>from Sunset Road to Mt Pleasant Rd</i>	<i>Water Main/Rehab</i>
<i>Merrill Street</i>	<i>from Gordon Terr to Green Bay Rd</i>	<i>Water Main/Rehab</i>
<i>Gage Street</i>	<i>from Gordon Terr to Green Bay Rd</i>	<i>Water Main/Rehab</i>
<i>Scott Ave</i>	<i>from Green Bay Rd to Randolph St</i>	<i>Water Main/Rehab</i>
<i>Maple Street</i>	<i>from Ash St to Elm St</i>	<i>Resurfacing</i>
<i>Tower Road</i>	<i>from Forest Way Dr to Village Limits</i>	<i>Resurfacing</i>
<i>Tower/Hibbard Rd</i>	<i>intersection of Tower Road/Hibbard Road</i>	<i>Sidewalk Improvement</i>

In addition to the regular street rehabilitation scope of work, this contract also includes the Village’s Hot Mix Asphalt and Portland Cement Concrete Patching Programs.

On February 25, 2022, six (6) sealed bids were opened and read aloud. All bids were reviewed for completeness and accuracy and are summarized below. The bid tabulation is attached.

**BID SUMMARY:**

<u>Contractor</u>	<u>Original Bid</u>	<u>Modified Bid*</u>
Reliable Contracting & Equipment	\$3,116,149.00	Bid Non-Compliant
A Lamp Concrete Contractor, Inc.	\$3,474,612.55	\$2,972,837.45
Copenhaver Construction, Inc.	\$3,497,577.40	\$2,996,700.20
Lenny Hoffman Excavating	\$3,957,966.00	\$3,509,590.85
Campanella and Sons	\$4,475,365.36	\$3,808,503.23
Berger	\$4,659,174.86	\$4,044,872.73

<b>Final Engineers Estimate of Costs</b>	<b>\$3,475,556.88</b>	<b>\$2,970,533.38</b>
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\*Excluding Sunview Lane

**BUDGET INFORMATION:**

The FY 2022 Budget accounts are as follows:

100.35.23-650 - Street Rehabilitation	\$1,290,000
100.35.23-650 - Additional Pavement Patching	\$30,000
100.30.22-571 - Street Maintenance	\$18,000
520.62.41-660 - Watermain Replacement (2022 Water Fund)	\$1,608,150

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***TOTAL BUDGET*** ***\$2,946,150***

**PROJECT COSTS EVALUATION:**

Staff developed the 2022 budget costs in August 2021 on a preliminary design and early estimated costs, based on market conditions at that time. As the final Engineering was completed, the final estimated costs for the project increased. Staff decided to move forward with the bidding of the complete project in anticipation of a favorable bid.

All bids received were reviewed for completeness and accuracy, a copy of the bid tabulation is attached. To ensure consistent project management, quality of work, and sequenced performance the Village requires that the awarded general contractor be able to perform a minimum of 51% + of the work activities. This requirement prevents general contractors from outsourcing most of the work and forcing the Village to work with multiple vendors.

After comparing the bid results the apparent low bid was submitted by Reliable Contracting & Equipment out of Chicago, IL. After discussions with the Contractor, it was affirmed that Reliable Contracting would be outsourcing a majority of the work activities and would be unable to meet the minimum work performance qualifications of the contract. For this reason, staff is recommending that the Village Council reject this bid submittal.

The Engineering Department reviewed the bid results and determined that the increased prices received from the bids are due to current market conditions and resulted in the bids received exceeding the FY 2022 budgeted amounts.

To ensure the street rehabilitation and watermain improvement program could be achieved within the approved FY2022 Budget, the Water and Electrical Department and the Engineering Department recommended deferring the proposed improvements on Sunview Lane. Sunview Lane will instead be reprogrammed for a future year's budget. The modified bid amounts listed on page 1 of this memo reflect the removal of Sunview Lane from the 2022 project list. See Attachment 4 for an evaluation of the three lowest bidders comparing proposed bid results with the removal of Sunview Lane from the contract.

Factoring in the removal of Sunview Lane, a \$151,403 budget shortfall remains in the Water Fund contributing to the program. Therefore, the Water & Electric Department recommends reallocating \$150,000 of \$200,000 in the Water Fund (Account No. 520.62.41-660) that was originally budgeted for proposed Willow Road Watermain Improvements. These funds will instead be used to offset the fund shortage for the remaining water improvements in the Street Rehabilitation Program. The Water Department is proposing to use the remaining \$50,000 to move forward with the design and permitting

for the proposed Willow Road watermain improvements in FY 2022 and defer the construction of this project to FY 2023. The proposed budget reallocation will not impact the Water Fund's adherence to the established Fund Balance Policy.

To ensure the Water Fund is unaffected from potential change orders the Engineering Department will work closely with the Water & Electric Department and Contractor to expeditiously confirm final quantities and costs as the project progresses.

### **Contract Discussion**

Because the apparent low bidder (Reliable Contracting & Equipment) does not meet the contract requirements and Sunview Lane will be removed from the list of proposed projects in FY 2022, staff is recommending that the Village Council consider awarding the contract to the next lowest responsible bidder. The next lowest responsible bidder meeting the requirements of the contract and proposed scope of work is ALamp Concrete Contractors, Inc. out of Schaumburg, Illinois.

ALamp Concrete Contractors has performed work for the Village in the past including the 2020 & 2021 Street Rehab Project, and the past three phases of Streetscape Improvements. Staff believes that the Contractor will continue to perform well and continue to meet the Villages expectations.

**Recommendation:** Consider adopting Resolution R-40-2022 approving a contract for the 2022 Street Rehabilitation and Public Improvement Program with A Lamp Concrete Contractors, Inc. in the amount not to exceed **\$2,972,837.45**

Attachment 3

NO	PAY ITEM	QUANTITY	ENGINEER'S ESTIMATE OF COST			RELIABLE CONTRACTING & EQUIP			COPENHAVER CONSTRUCTION INC			LAMP CONCRETE CONTRACTORS			JENNY HOFFMAN EXCAVATING			CAMPANELLA AND SONS			BERGER				
			UNIT	PRICE	EXTENDED AMOUNT	UNIT	PRICE	EXTENDED AMOUNT	UNIT	PRICE	EXTENDED AMOUNT	UNIT	PRICE	EXTENDED AMOUNT	UNIT	PRICE	EXTENDED AMOUNT	UNIT	PRICE	EXTENDED AMOUNT	UNIT	PRICE	EXTENDED AMOUNT	UNIT	PRICE
1	EARTH EXCAVATION (SPECIAL)	30	CUYD	35.00	1,050.00	40.00	1,200.00	80.00	2,400.00	2.4000	720.00	25.00	750.00	69.00	2,070.00	100.00	3,000.00	100.00	3,000.00	100.00	3,000.00	99.00	2,970.00	99.00	2,970.00
2	AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS	94	TON	1.10	103.40	33.00	3,102.00	30.00	2,820.00	2.8200	846.00	15.00	1,410.00	38.00	3,572.00	40.00	3,760.00	45.00	4,230.00	45.00	4,230.00	45.00	4,230.00	45.00	4,230.00
3	HOT MIX ASPHALT SURFACE REMOVAL (MILLING)	28575	SQYD	3.50	100,012.50	3.20	91,440.00	4.40	125,730.00	125.7300	356,610.00	2.90	82,867.50	3.95	112,871.25	3.95	112,871.25	3.25	92,868.75	3.25	92,868.75	3.25	92,868.75	3.25	92,868.75
4	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	3465	TON	100.00	346,500.00	99.00	343,035.00	100.00	346,500.00	346.5000	346,500.00	99.00	343,035.00	88.00	304,920.00	88.00	304,920.00	105.00	363,825.00	105.00	363,825.00	105.00	363,825.00	105.00	363,825.00
5	HOT MIX ASPHALT PAVEMENT PATCHING - FULL DEPTH, 8" (VARIOUS LOCATIONS)	50	SQYD	95.00	4,750.00	97.00	4,850.00	135.00	6,750.00	6.7500	2,025.00	71.00	3,550.00	114.00	5,700.00	150.00	7,500.00	155.00	7,750.00	155.00	7,750.00	155.00	7,750.00	155.00	7,750.00
6	HOT MIX ASPHALT PAVEMENT PATCHING - SURFACE, 2" (VARIOUS LOCATIONS)	623	SQYD	44.00	27,324.00	47.00	29,250.00	37.00	23,051.00	23.0510	709.53	42.00	26,166.00	33.50	20,870.50	33.50	20,870.50	48.00	25,904.00	48.00	25,904.00	48.00	25,904.00	48.00	25,904.00
7	PAVEMENT PATCHING, CLASS D	875	SQYD	44.00	38,500.00	62.00	54,250.00	62.00	54,250.00	54.2500	17,275.00	66.00	57,750.00	50.00	43,750.00	80.00	70,000.00	81.00	70,815.00	81.00	70,815.00	81.00	70,815.00	81.00	70,815.00
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	100	CUYD	35.00	3,500.00	42.00	4,200.00	20.00	2,000.00	2.0000	700.00	20.00	2,000.00	41.00	4,100.00	100.00	10,000.00	64.00	6,400.00	64.00	6,400.00	64.00	6,400.00	64.00	6,400.00
9	SUBBASE GRANULAR MATERIAL, TYPE B	100	CUYD	40.00	4,000.00	35.00	3,500.00	20.00	2,000.00	2.0000	700.00	25.00	2,500.00	56.00	5,600.00	100.00	10,000.00	95.00	9,500.00	95.00	9,500.00	95.00	9,500.00	95.00	9,500.00
10	HOT MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 2"	650	SQYD	44.00	28,600.00	44.00	28,600.00	40.00	26,000.00	26.0000	16,900.00	26.54	17,251.00	61.00	39,650.00	57.00	37,050.00	57.00	37,050.00	57.00	37,050.00	57.00	37,050.00	57.00	37,050.00
11	BITUMINOUS MATERIAL (PRIME COAT)	3610	GAL	0.50	1,805.00	0.10	361.00	0.10	361.00	361.00	116.77	0.01	36.10	0.01	36.10	0.01	36.10	0.01	36.10	0.01	36.10	0.01	36.10	0.01	36.10
12	AGGREGATE (PRIME COAT)	72	TON	1.20	86.40	26.00	1,872.00	2.00	144.00	144.00	43.20	1.00	72.00	1.00	72.00	9.50	72.00	46.00	33.120.00	46.00	33.120.00	46.00	33.120.00	46.00	33.120.00
13	PCC SIDEWALK REMOVAL & REPLACEMENT, 5"	13755	SQFT	78.00	1,071,000.00	80.00	1,100,400.00	9.00	123,795.00	123.7950	1,597,635.00	7.90	108,664.50	9.25	127,233.75	9.50	130,672.50	88.00	1,205,400.00	88.00	1,205,400.00	88.00	1,205,400.00	88.00	1,205,400.00
14	PCC DRIVEWAY REMOVAL & REPLACEMENT, 6"	571	SQYD	81.00	46,156.00	120.00	68,400.00	95.00	8,360.00	8.3600	260.88	90.00	7,920.00	126.00	11,088.00	75.00	6,000.00	99.00	8,718.00	99.00	8,718.00	99.00	8,718.00	99.00	8,718.00
15	PCC PAVEMENT, 9"	88	SQYD	132.00	11,616.00	132.00	11,616.00	132.00	11,616.00	11.6160	1,520.16	132.00	11,616.00	132.00	11,616.00	132.00	11,616.00	132.00	11,616.00	132.00	11,616.00	132.00	11,616.00	132.00	11,616.00
16	PCC PAVEMENT PATCHING (VARIOUS LOCATIONS)	0	SQYD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17	BARRIER CURB VARIABLE HEIGHT, SPECIAL	350	FOOT	25.00	8,750.00	32.00	11,200.00	28.00	9,800.00	9.8000	3,436.00	24.00	8,400.00	36.00	12,600.00	29.00	8,100.00	30.00	10,500.00	30.00	10,500.00	30.00	10,500.00	30.00	10,500.00
18	COMBINATION CONCRETE CURB & GUTTER	6030	FOOT	25.00	150,750.00	30.00	180,900.00	24.00	144,720.00	144.7200	4,402.56	24.00	144,720.00	32.00	192,960.00	29.00	174,870.00	27.00	163,413.00	27.00	163,413.00	27.00	163,413.00	27.00	163,413.00
19	COMBINATION CONCRETE CURB & GUTTER/CURB REMOVAL	6030	FOOT	5.50	3,316.50	4.00	2,412.00	6.00	3,618.00	3.6180	12,663.00	4.35	26,230.50	3.50	21,105.00	8.45	50,963.50	5.00	30,150.00	5.00	30,150.00	5.00	30,150.00	5.00	30,150.00
20	DETECTABLE WARNING	970	SQFT	40.00	38,800.00	36.00	34,920.00	25.00	24,250.00	24.2500	787.50	31.00	30,070.00	30.00	29,100.00	35.00	33,950.00	35.00	33,950.00	35.00	33,950.00	35.00	33,950.00	35.00	33,950.00
21	THERMOPLASTIC PAVEMENT MARKING-L NE, 4" WHITE/YELLOW	2715	FOOT	0.80	2,172.00	1.20	3,258.00	2.50	6,787.50	6.7875	18,307.50	0.95	2,579.25	1.20	3,258.00	1.20	3,258.00	1.20	3,258.00	1.20	3,258.00	1.20	3,258.00	1.20	3,258.00
22	THERMOPLASTIC PAVEMENT MARKING-L NE, 6" WHITE/YELLOW	1891	FOOT	1.00	1,891.00	2.00	3,782.00	3.40	6,428.40	6.4284	17,619.96	1.95	3,687.45	3.05	5,767.55	1.86	3,517.26	1.86	3,517.26	1.86	3,517.26	1.86	3,517.26	1.86	3,517.26
23	THERMOPLASTIC PAVEMENT MARKING-L NE, 12" WHITE/YELLOW	369	FOOT	1.95	702.00	4.00	7,600.00	5.00	1,800.00	1.8000	3,240.00	2.75	990.00	4.00	3,600.00	3.72	1,339.20	3.72	1,339.20	3.72	1,339.20	3.72	1,339.20	3.72	1,339.20
24	THERMOPLASTIC PAVEMENT MARKING-L NE, 24" WHITE/YELLOW	388	FOOT	4.80	1,872.00	8.00	3,840.00	6.00	2,328.00	2.3280	5,400.00	8.25	3,211.75	5.00	1,995.00	7.45	2,972.55	7.45	2,972.55	7.45	2,972.55	7.45	2,972.55	7.45	2,972.55
25	THERMOPLASTIC PAVEMENT MARKING-LETTERS & SYMBOLS	31	SQFT	4.80	148.80	10.00	48.00	35.00	1,085.00	108.50	406.75	55.00	1,707.50	26.00	126.00	10.00	31.00	10.00	31.00	10.00	31.00	10.00	31.00	10.00	31.00
26	SANITARY MANHOLE, 48" I.D., REMOVE & REPLACE	1	EACH	5,300.00	5,300.00	3,900.00	3,900.00	6,100.00	6,100.00	6,100.00	6,100.00	8,200.00	8,200.00	9,120.00	9,120.00	11,750.00	11,750.00	14,500.00	14,500.00	14,500.00	14,500.00	14,500.00	14,500.00	14,500.00	
27	SANITARY MANHOLE CHIMNEY SEAL	1	EACH	715.00	715.00	300.00	300.00	1,000.00	1,000.00	1,000.00	1,000.00	700.00	700.00	346.00	346.00	850.00	850.00	1,025.00	1,025.00	1,025.00	1,025.00	1,025.00	1,025.00	1,025.00	
28	INLETS, TYPE A	1	EACH	1,950.00	1,950.00	2,400.00	2,400.00	7,200.00	7,200.00	7,200.00	7,200.00	4,400.00	4,400.00	10,764.00	10,764.00	24,900.00	24,900.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	
29	MANHOLES, TYPE A, 4' DIA., TYPE 1 FRAME, CLOSED/OPEN L D	6	EACH	3,850.00	23,100.00	2,400.00	24,000.00	3,600.00	21,600.00	21,600.00	21,600.00	7,500.00	45,000.00	3,363.00	20,178.00	4,500.00	27,000.00	3,775.00	22,650.00	3,775.00	22,650.00	3,775.00	22,650.00	3,775.00	22,650.00
30	CATCH BASINS, TYPE D, 3' DIA., WITH FRAME & GRATE	8	EACH	3,700.00	29,600.00	2,150.00	17,200.00	1,900.00	15,200.00	15,200.00	15,200.00	3,150.00	25,200.00	2,559.00	20,472.00	4,200.00	33,600.00	2,850.00	22,800.00	2,850.00	22,800.00	2,850.00	22,800.00	2,850.00	22,800.00
31	CATCH BASINS TO BE RECONSTRUCTED	1	EACH	1,650.00	1,650.00	1,500.00	1,500.00	1,400.00	1,400.00	1,400.00	1,400.00	2,200.00	2,200.00	2,841.00	2,841.00	3,200.00	3,200.00	2,350.00	2,350.00	2,350.00	2,350.00	2,350.00	2,350.00	2,350.00	
32	CATCH BASINS TO BE RECONSTRUCTED	1	EACH	1,650.00	1,650.00	950.00	950.00	1,100.00	1,100.00	1,100.00	1,100.00	2,200.00	2,200.00	2,616.00	2,616.00	3,200.00	3,200.00	2,350.00	2,350.00	2,350.00	2,350.00	2,350.00	2,350.00	2,350.00	
33	MANHOLES TO BE ADJUSTED	10	EACH	400.00	4,000.00	1,100.00	11,000.00	650.00	6,500.00	6,500.00	6,500.00	475.00	4,750.00	1,367.00	13,670.00	1,850.00	18,500.00	850.00	8,500.00	850.00	8,500.00	850.00	8,500.00	850.00	8,500.00
34	CATCH BASINS TO BE ADJUSTED	49	EACH	400.00	19,600.00	900.00	4,500.00	550.00	26,950.00	26,950.00	26,950.00	475.00	23,275.00	1,367.00	66,983.00	1,850.00	90,650.00	850.00	41,650.00	850.00	41,650.00	850.00	41,650.00	850.00	41,650.00
35	FRAMES & GRATES/DS	19	EACH	500.00	9,500.00	280.00	5,320.00	470.00	8,930.00	8,930.00	8,930.00	590.00	11,210.00	734.00	13,946.00	1,500.00	28,500.00	1,025.00	19,475.00	1,025.00	19,475.00	1,025.00	19,475.00	1,025.00	19,475.00
36	STORM SEWERS, PVC SDR 26, 8"	150	FOOT	75.00	11,250.00	165.00	24,750.00	119.00	17,850.00	17,850.00	17,850.00	195.00	29,250.00	134.00	20,100.00	180.00	27,000.00	165.00	24,750.00	165.00	24,750.00	165.00	24,750.00	165.00	24,750.00

# ATTACHMENT 4

## 2022 STREET REHAB - BID ANALYSIS W/O SUNVIEW LANE

BID TABULATION  
FEI/25, 2022

NO	PAY ITEM	UNIT	TOTAL	UNIT PRICE	TENDED AMOUNT	LOWEST BIDDER		2ND LOWEST BIDDER		3RD LOWEST BIDDER	
						UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	TENDED AMOUNT	UNIT PRICE	TENDED AMOUNT
1	EARTH EXCAVATION (SPECIAL)	CUYD	30	\$ 35.00	\$ 1,050.00	\$ 40.00	\$ 1,200.00	\$ 25.00	\$ 750.00	\$ 80.00	\$ 2,400.00
2	AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS	TON	79	\$ 1.10	\$ 86.90	\$ 33.00	\$ 2,607.00	\$ 15.00	\$ 1,185.00	\$ 30.00	\$ 2,370.00
3	HOT MIX ASPHALT SURFACE REMOVAL (MILLING)	SQYD	25525	\$ 3.50	\$ 89,337.50	\$ 3.20	\$ 81,680.00	\$ 2.90	\$ 74,022.50	\$ 4.40	\$ 112,310.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	3090	\$ 100.00	\$ 309,000.00	\$ 99.00	\$ 305,910.00	\$ 99.00	\$ 305,910.00	\$ 100.00	\$ 309,000.00
5	HOT MIX ASPHALT PAVEMENT PATCHING - FULL DEPTH, 8" (VARIOUS LOCATIONS)	SQYD	50	\$ 95.00	\$ 4,750.00	\$ 97.00	\$ 4,850.00	\$ 71.00	\$ 3,550.00	\$ 135.00	\$ 6,750.00
6	HOT MIX ASPHALT PAVEMENT PATCHING - SURFACE, 2" (VARIOUS LOCATIONS)	SQYD	623	\$ 40.00	\$ 24,920.00	\$ 47.00	\$ 29,281.00	\$ 42.00	\$ 26,166.00	\$ 37.00	\$ 23,051.00
7	PAVEMENT PATCHING, CLASS D	SQYD	775	\$ 44.00	\$ 34,100.00	\$ 62.00	\$ 48,050.00	\$ 66.00	\$ 51,150.00	\$ 62.00	\$ 48,050.00
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	100	\$ 35.00	\$ 3,500.00	\$ 42.00	\$ 4,200.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00
9	SUBBASE GRANULAR MATERIAL, TYPE B	CUYD	100	\$ 40.00	\$ 4,000.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00
10	HOT MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT	SQYD	550	\$ 44.00	\$ 24,200.00	\$ 44.00	\$ 24,200.00	\$ 26.54	\$ 14,597.00	\$ 40.00	\$ 22,000.00
11	BITUMINOUS MATERIAL (PRIME COAT)	GAL	3260	\$ 0.50	\$ 1,630.00	\$ 0.10	\$ 326.00	\$ 0.01	\$ 32.60	\$ 0.10	\$ 326.00
12	AGGREGATE (PRIME COAT)	TON	62	\$ 1.20	\$ 74.40	\$ 26.00	\$ 1,612.00	\$ 1.00	\$ 62.00	\$ 2.00	\$ 124.00
13	PCC SIDEWALK REMOVAL & REPLACEMENT, 5"	SQFT	13655	\$ 9.00	\$ 122,895.00	\$ 10.00	\$ 136,550.00	\$ 7.90	\$ 107,874.50	\$ 9.00	\$ 122,895.00
14	PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT	SQYD	471	\$ 78.00	\$ 36,738.00	\$ 80.00	\$ 37,680.00	\$ 68.00	\$ 32,028.00	\$ 57.00	\$ 26,847.00
15	PCC PAVEMENT, 9"	SQYD	38	\$ 81.00	\$ 3,078.00	\$ 120.00	\$ 4,560.00	\$ 90.00	\$ 3,420.00	\$ 95.00	\$ 3,610.00
16	PCC PAVEMENT PATCHING (VARIOUS LOCATIONS)	SQYD	0	\$ 132.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	BARRIER CURB VARIABLE HEIGHT, SPECIAL	FOOT	350	\$ 25.00	\$ 8,750.00	\$ 32.00	\$ 11,200.00	\$ 24.00	\$ 8,400.00	\$ 28.00	\$ 9,800.00
18	COMBINATION CONCRETE CURB & GUTTER	FOOT	5630	\$ 25.00	\$ 140,750.00	\$ 30.00	\$ 168,900.00	\$ 24.00	\$ 135,120.00	\$ 24.00	\$ 135,120.00
19	COMBINATION CONCRETE CURB & GUTTER/CURB REPAIR	FOOT	5630	\$ 5.50	\$ 30,965.00	\$ 4.00	\$ 22,520.00	\$ 4.35	\$ 24,490.50	\$ 6.00	\$ 33,780.00
20	DETECTABLE WARNINGS	SQFT	938	\$ 40.00	\$ 37,520.00	\$ 36.00	\$ 33,768.00	\$ 31.00	\$ 29,078.00	\$ 25.00	\$ 23,450.00
21	THERMOPLASTIC PAVEMENT MARKING-LINE, 4" WHITE	FOOT	2715	\$ 0.80	\$ 2,172.00	\$ 1.20	\$ 3,258.00	\$ 0.95	\$ 2,579.25	\$ 2.50	\$ 6,787.50
22	THERMOPLASTIC PAVEMENT MARKING-LINE, 6" WHITE	FOOT	1808	\$ 1.00	\$ 1,808.00	\$ 2.00	\$ 3,616.00	\$ 1.95	\$ 3,525.60	\$ 3.40	\$ 6,147.20
23	THERMOPLASTIC PAVEMENT MARKING-LINE, 12" WHITE	FOOT	360	\$ 1.95	\$ 702.00	\$ 4.00	\$ 1,440.00	\$ 2.75	\$ 990.00	\$ 5.00	\$ 1,800.00
24	THERMOPLASTIC PAVEMENT MARKING-LINE, 24" WHITE	FOOT	384	\$ 4.80	\$ 1,843.20	\$ 8.00	\$ 3,072.00	\$ 8.25	\$ 3,168.00	\$ 6.00	\$ 2,304.00
25	THERMOPLASTIC PAVEMENT MARKING-LETTERS & SYMBOLS	SQFT	3.1	\$ 4.80	\$ 14.88	\$ 10.00	\$ 31.00	\$ 55.00	\$ 170.50	\$ 35.00	\$ 108.50
26	SANITARY MANHOLES, 48" I.D., REMOVE & REPLACE	EACH	1	\$ 5,300.00	\$ 5,300.00	\$ 3,900.00	\$ 3,900.00	\$ 8,200.00	\$ 8,200.00	\$ 6,100.00	\$ 6,100.00
27	SANITARY MANHOLE CHIMNEY SEAL	EACH	1	\$ 715.00	\$ 715.00	\$ 300.00	\$ 300.00	\$ 700.00	\$ 700.00	\$ 1,000.00	\$ 1,000.00
28	INLETS, TYPE A	EACH	6	\$ 1,950.00	\$ 11,700.00	\$ 1,200.00	\$ 7,200.00	\$ 2,400.00	\$ 14,400.00	\$ 1,200.00	\$ 7,200.00
29	MANHOLES TYPE A, 4' DIA., TYPE 1 FRAME, CLOSED/OPEN	EACH	1	\$ 3,850.00	\$ 3,850.00	\$ 2,400.00	\$ 2,400.00	\$ 7,750.00	\$ 7,750.00	\$ 3,600.00	\$ 3,600.00
30	CATCH BASINS, TYPE D, 3' DIA., WITH FRAME & GRATING	EACH	8	\$ 3,700.00	\$ 29,600.00	\$ 2,150.00	\$ 17,200.00	\$ 3,150.00	\$ 25,200.00	\$ 1,900.00	\$ 15,200.00
31	MANHOLES TO BE RECONSTRUCTED	EACH	1	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 1,400.00	\$ 1,400.00
32	CATCH BASINS TO BE RECONSTRUCTED	EACH	1	\$ 1,650.00	\$ 1,650.00	\$ 950.00	\$ 950.00	\$ 2,200.00	\$ 2,200.00	\$ 1,100.00	\$ 1,100.00
33	MANHOLES TO BE ADJUSTED	EACH	10	\$ 400.00	\$ 4,000.00	\$ 1,100.00	\$ 11,000.00	\$ 475.00	\$ 4,750.00	\$ 650.00	\$ 6,500.00
34	CATCH BASINS TO BE ADJUSTED	EACH	44	\$ 400.00	\$ 17,600.00	\$ 900.00	\$ 39,600.00	\$ 475.00	\$ 20,900.00	\$ 550.00	\$ 24,200.00
35	FRAMES & GRATES/LIDS	EACH	19	\$ 500.00	\$ 9,500.00	\$ 280.00	\$ 5,320.00	\$ 590.00	\$ 11,210.00	\$ 470.00	\$ 8,930.00
36	STORM SEWERS, PVC SDR 26, 8"	FOOT	130	\$ 75.00	\$ 9,750.00	\$ 165.00	\$ 21,450.00	\$ 195.00	\$ 25,350.00	\$ 119.00	\$ 15,470.00
37	STORM SEWERS, PVC SDR 26, 6"	FOOT	150	\$ 70.00	\$ 10,500.00	\$ 125.00	\$ 18,750.00	\$ 186.00	\$ 27,900.00	\$ 89.00	\$ 13,350.00
38	STORM SEWERS, PVC SDR 26, 10"	FOOT	0	\$ 80.00	\$ -	\$ 175.00	\$ -	\$ 170.00	\$ -	\$ 130.00	\$ -
39	STRUCTURES TO BE ABANDONED	EACH	11	\$ 400.00	\$ 4,400.00	\$ 550.00	\$ 6,050.00	\$ 450.00	\$ 4,950.00	\$ 250.00	\$ 2,750.00
40	TOPSOIL FURNISH & PLACE	CUYD	595	\$ 1.50	\$ 892.50	\$ 16.00	\$ 9,520.00	\$ 1.00	\$ 595.00	\$ 45.00	\$ 26,775.00
41	SODDING	SQYD	5420	\$ 6.30	\$ 34,146.00	\$ 10.00	\$ 54,200.00	\$ 8.00	\$ 43,360.00	\$ 8.00	\$ 43,360.00
42	DETECTOR LOOPS TO BE REPLACED	FT.	250	\$ 27.50	\$ 6,875.00	\$ 30.00	\$ 7,500.00	\$ 23.00	\$ 5,750.00	\$ 23.00	\$ 5,750.00
43	RAISED REFLECTIVE PAVEMENT MARKERS (TWO-WAY)	EACH	15	\$ 100.00	\$ 1,500.00	\$ 500.00	\$ 7,500.00	\$ 385.00	\$ 5,775.00	\$ 360.00	\$ 5,400.00
44	RELECTIVE PAVEMENT MARKER REMOVAL	EACH	13	\$ 40.00	\$ 520.00	\$ 50.00	\$ 650.00	\$ 25.00	\$ 325.00	\$ 23.00	\$ 299.00
45	TRAFFIC CONTROL & PROTECTION STANDARDS	LSUM	1	\$ 220,000.00	\$ 220,000.00	\$ 158,800.00	\$ 158,800.00	\$ 169,000.00	\$ 169,000.00	\$ 600,000.00	\$ 600,000.00
46	WATER SERVICE LINE, 1 1/2", LONG	EACH	62	\$ 4,100.00	\$ 254,200.00	\$ 4,250.00	\$ 263,500.00	\$ 4,700.00	\$ 291,400.00	\$ 3,700.00	\$ 229,400.00
47	WATER SERVICE LINE, 1 1/2", SHORT	EACH	30	\$ 3,400.00	\$ 102,000.00	\$ 3,100.00	\$ 93,000.00	\$ 4,000.00	\$ 120,000.00	\$ 2,900.00	\$ 87,000.00
48	WATER SERVICE LINE 1 1/2" TO BE RECONNECTED/TAPPED	EACH	13	\$ 3,200.00	\$ 41,600.00	\$ 2,250.00	\$ 29,250.00	\$ 6,215.00	\$ 80,795.00	\$ 4,000.00	\$ 52,000.00
49	WATER SERVICE LINE, 2" LONG	EACH	1	\$ 5,500.00	\$ 5,500.00	\$ 5,350.00	\$ 5,350.00	\$ 6,650.00	\$ 6,650.00	\$ 4,500.00	\$ 4,500.00
50	WATER SERVICE LINE, 2" SHORT	EACH	1	\$ 3,850.00	\$ 3,850.00	\$ 3,680.00	\$ 3,680.00	\$ 5,450.00	\$ 5,450.00	\$ 4,000.00	\$ 4,000.00
51	WATER SERVICE LINE, 2" TO BE RECONNECTED/TAPPED	EACH	1	\$ 3,850.00	\$ 3,850.00	\$ 2,745.00	\$ 2,745.00	\$ 6,650.00	\$ 6,650.00	\$ 4,500.00	\$ 4,500.00
52	WATER SERVICE LINE, 4" D.I.P.	EACH	1	\$ 12,500.00	\$ 12,500.00	\$ 5,986.00	\$ 5,986.00	\$ 13,350.00	\$ 13,350.00	\$ 4,900.00	\$ 4,900.00
53	WATER SERVICE LINE, 6" D.I.P.	EACH	2	\$ 15,000.00	\$ 30,000.00	\$ 6,340.00	\$ 12,680.00	\$ 14,200.00	\$ 28,400.00	\$ 4,900.00	\$ 9,800.00
54	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 4" I.D.	FOOT	10	\$ 190.00	\$ 1,900.00	\$ 110.00	\$ 1,100.00	\$ 216.00	\$ 2,160.00	\$ 170.00	\$ 1,700.00
55	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 6" I.D.	FOOT	36	\$ 200.00	\$ 7,200.00	\$ 134.00	\$ 4,824.00	\$ 198.00	\$ 7,128.00	\$ 151.00	\$ 5,436.00
56	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 8" I.D.	FOOT	3445	\$ 240.00	\$ 826,800.00	\$ 162.00	\$ 558,090.00	\$ 213.00	\$ 733,785.00	\$ 160.00	\$ 551,200.00
57	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 10" I.D.	FOOT	600	\$ 275.00	\$ 165,000.00	\$ 204.00	\$ 122,400.00	\$ 240.00	\$ 144,000.00	\$ 178.00	\$ 106,800.00
58	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 12" I.D.	FOOT	10	\$ 275.00	\$ 2,750.00	\$ 220.00	\$ 2,200.00	\$ 277.00	\$ 2,770.00	\$ 210.00	\$ 2,100.00
59	WATER MAIN CASING PIPE W/SPACERS & END SEALS	FOOT	330	\$ 100.00	\$ 33,000.00	\$ 125.00	\$ 41,250.00	\$ 170.00	\$ 56,100.00	\$ 180.00	\$ 59,400.00
60	WATER MAIN REMOVAL	FOOT	115	\$ 50.00	\$ 5,750.00	\$ 85.00	\$ 9,775.00	\$ 1.00	\$ 115.00	\$ 10.00	\$ 1,150.00
61	CUT & CAP EXISTING WATER MAIN	EACH	8	\$ 1,500.00	\$ 12,000.00	\$ 2,750.00	\$ 22,000.00	\$ 4,360.00	\$ 34,880.00	\$ 650.00	\$ 5,200.00
62	CUT & REMOVE EXISTING TEE/TS & V, & RESTORE EXISTING	EACH	5	\$ 2,700.00	\$ 13,500.00	\$ 4,560.00	\$ 22,800.00	\$ 7,825.00	\$ 39,125.00	\$ 3,600.00	\$ 18,000.00
63	10" LINE STOP / INSERTION VALVE ASSEMBLY	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ 7,800.00	\$ 7,800.00
64	4" VALVE ASSEMBLY WITH 48" VALVE VAULT	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00
65	6" VALVE ASSEMBLY WITH 48" VALVE VAULT	EACH	2	\$ 5,950.00	\$ 11,900.00	\$ 3,500.00	\$ 7,000.00	\$ 5,225.00	\$ 10,450.00	\$ 4,800.00	\$ 9,600.00
66	10" VALVE ASSEMBLY WITH 60" VALVE VAULT	EACH	1	\$ 6,850.00	\$ 6,850.00	\$ 4,860.00	\$ 4,860.00	\$ 7,525.00	\$ 7,525.00	\$ 6,000.00	\$ 6,000.00
67	8" VALVE ASSEMBLY WITH 60" VALVE VAULT	EACH	9	\$ 6,850.00	\$ 61,650.00	\$ 5,180.00	\$ 46,620.00	\$ 6,600.00	\$ 59,400.00	\$ 5,300.00	\$ 47,700.00
68	10" X 8" TAPPING SLEEVE & VALVE (TS&V) WITH 60" VALVE VAULT	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 11,250.00	\$ 11,250.00	\$ 9,795.00	\$ 9,795.00	\$ 9,000.00	\$ 9,000.00
69	FIRE HYDRANT ASSEMBLY	EACH	9	\$ 8,300.00	\$ 74,700.00	\$ 9,265.00	\$ 83,385.00	\$ 8,025.00	\$ 72,225.00	\$ 7,200.00	\$ 64,800.00
70	FIRE HYDRANT REMOVAL	EACH	8	\$ 750.00	\$ 6,000.00	\$ 700.00	\$ 5,600.00	\$ 550.00	\$ 4,400.00	\$ 1,100.00	\$ 8,800.00
TOTAL: AS CALCULATED					\$ 2,970,533.38	\$ 2,682,446.00	\$ 2,972,837.45	\$ 2,996,700.20			
TOTAL: AS READ											

BID AMOUNT BREAKUP					
PUBLIC WORKS		\$ 1,258,033.38	\$ 1,307,801.00	\$ 1,213,284.45	\$ 1,691,414.20
WATER & ELECTRIC		\$ 1,712,500.00	\$ 1,374,645.00	\$ 1,759,553.00	\$ 1,305,286.00

BUDGET					
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**Attachment 5**

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION  
OF 2022 STREET REHABILITATION**

Contract Number: 022-013

**VILLAGE OF WINNETKA  
 CONTRACT FOR THE CONSTRUCTION  
 OF 2022 STREET REHABILITATION**

Contract Number: 022-013

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**Contractor’s Certification**

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** List of Drawings
- Appendix 1:** Prevailing Wage Ordinance
- Appendix 2:** Schedule of Quantities

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION  
OF 2022 STREET REHABILITATION**

Contract Number: 022-013

In consideration of the mutual promises set forth below, the Village of Winnetka, 1390 Willow Road, Winnetka, Illinois, 60093 (“*Owner*”), and ALamp Concrete Contractors, Inc. (“*Contractor*”), make this Contract as of March 15th, 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”. Two blue-line prints and one sepia transparency of each drawing must be provided. 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

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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

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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,

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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.

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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*").

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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.

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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, 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

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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**

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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  
510 Green Bay Road

with a copy to:  
Elrod Friedman LLP  
325 N LaSalle Street, Suite 450

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Winnetka, IL 60093  
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:

<u>Contractor Name:</u>	<u>with a copy to:</u>
_____	_____
<u>Contractor Address:</u>	_____
_____	_____

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

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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 of Winnetka 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 of Winnetka 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

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proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

**7.13 Time**

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

**7.14 Severability**

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

**7.15 Entire Agreement**

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

**7.16 Amendments**

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

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 of \_\_\_\_\_**

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

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

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

Attest:

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[name of contractor]* A Lamp Concrete Contractors, Inc.

By: [REDACTED]

Name: Vito Lampignano

Title: President

Attest: [REDACTED]

By: [REDACTED]

Name: Tracy Lampignano

Title: Secretary

