

**Winnetka Village Council**  
**REGULAR MEETING**  
**Village Hall**  
510 Green Bay Road  
April 5, 2022  
7:00 p.m.

**AGENDA**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
  - a) April 12, 2022 Study Session
  - b) April 19, 2022 Regular Meeting
- 4) Public Comment
- 5) Reports
  - a) 2021 Landmark Preservation Commission Preservation Awards.....3
- 6) Approval of Agenda
- 7) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) March 8, 2022 Study Session..... 11
    - ii) March 10, 2022 Special Closed Session.....13
    - iii) March 15, 2022 Regular Meeting.....14
  - b) Approval of Warrant List dated March 8, 2022 – March 21, 2022..... 18
  - c) Resolution No. R-41-2022 – Approving Change Order No. 1 to a Contract with A. Lamp Concrete, Inc. for the Construction of Streetscape Phase 4 (Adoption).....19
  - d) Resolution No. R-42-2022 – Sanitary Manhole Rehabilitation (Adoption).....24
  - e) Resolution No. R-43-2022 – 2022 Sidewalk and Curb Replacement Program (Adoption).....92
  - f) Resolution No. R-44-2022 – Approving Agreement with Multisystem Management Company for Custodial Services (Adoption).....142
  - g) Resolution No. R-45-2022 – Approving a Settlement Agreement with Standard Equipment Company Regarding a Leaf Collector (Adoption).....184

- h) Resolution No. R-46-2022 – Approving a Contract with Halloran and Yauch for RPZ and Irrigation Services (Adoption).....192
- i) Resolution No. R- 48-2022 – Waiving Bidding Requirements and Awarding a Contract to Illinois Pump, Inc. for the Repair of a Low Lift Pump (Adoption).....218
- 8) Ordinances and Resolutions:
  - a) Ordinance No. M-6-2022 – Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption).....233
  - b) Resolution No. R-38-2022 – Council Chambers AV Upgrade Contract (Adoption).....237
- 9) Old Business:
- 10) New Business:
- 11) Appointments
- 12) Closed Session
- 13) Adjournment

**NOTICE**

All agenda materials are available at [villageofwinnetka.org](http://villageofwinnetka.org) (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager’s Office at Village Hall (2<sup>nd</sup> floor). 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:** 2021 Landmark Preservation Commission Preservation Awards

**Presenter:** Jack Coladarci, Chairperson of the Landmark Preservation Commission

**Agenda Date:** 04/05/2022

**Consent:**  YES  NO

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

**Item History:**

None.

**Executive Summary:**

At the April 5, 2022, Village Council meeting, the Landmark Preservation Commission will present the 2021 Preservation Awards to four property owners and their architects.

Each spring, the Landmark Preservation Commission accepts nominations for the annual Preservation Awards program. The Preservation Awards program seeks to honor those construction projects in the village that help preserve the history and character of the community. There are three award categories: restoration, rehabilitation, and new construction. Residential, commercial, and institutional properties are eligible to be nominated for an award. Nominations may be submitted by any individual; however, they do require the consent of the property owner. To be eligible, the project must have been on the exterior and completed within the past five years.

This year, the Commission is pleased to present the following properties with awards for rehabilitation projects:

463 Willow Road (Rehabilitation)  
Owners: Dan and Alicia Waters  
Architect: Jakl-Brandeis Architects

942 Tower Road (Rehabilitation)  
Owners: Matt and Rebecca Curry-Edwards  
Architect: Hackley & Associates Architects Inc.

969 Hill Road (Rehabilitation)  
Owners: Anita and Stephen Livaditis  
Architect: J. Lawton Thies Architects Inc.

663 Garland (Rehabilitation)  
Owners: Sonia and Michael Esler  
Architect: L. A. Rizzolo Architects

**Recommendation:**

Information only. No action to be taken.

**Attachments:**

1. Preservation Awards - 2021

**ATTACHMENT 1**



**VILLAGE OF WINNETKA**

# **PRESERVATION AWARDS - 2021**

**Winnetka Landmark Preservation Commission**





# AWARD CATEGORIES

- **Restoration**

- “The project restores the property to its original appearance using original plans and required research. The project may be a full-scale or partial restoration. An example of a partial restoration would include replacement of an asphalt shingle roof with original roof material, or the restoration of a porch to its original condition.”

- **Rehabilitation**

- “The project is sympathetic to the building’s original design. Original plans and research materials are not available, but the project upholds the spirit of the building’s style, use of materials and finish. Room additions or garages represent examples of rehabilitation.”

- **New Construction**

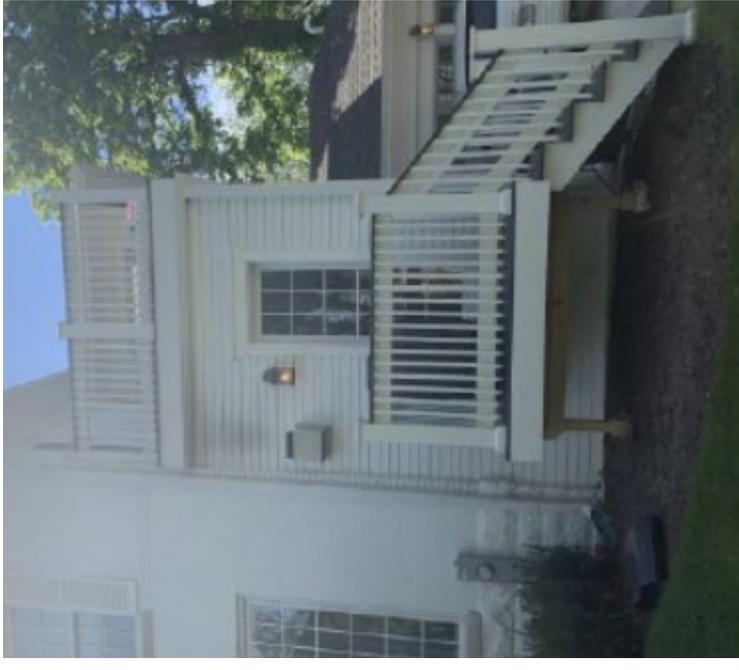
- “Emphasizes the project’s compatibility with its neighborhood. In this respect, issues regarding style, massing, scale, color, trees and context to adjacent properties feature in consideration.”





## 463 WILLOW ROAD

- **Owners:** Dan and Alicia Waters
- **Architect:** Jakl-Brandeis Architects
- **Project Scope:**
  - **Rehabilitation** including a rear addition and interior remodeling of 100+ year old home.
  - **Improvements** included a new addition that matches the style and features of the existing house with improvement of second floor space.



Top: Rear kitchen addition and stoop entrance;  
Bottom: Front elevation, before and after of construction





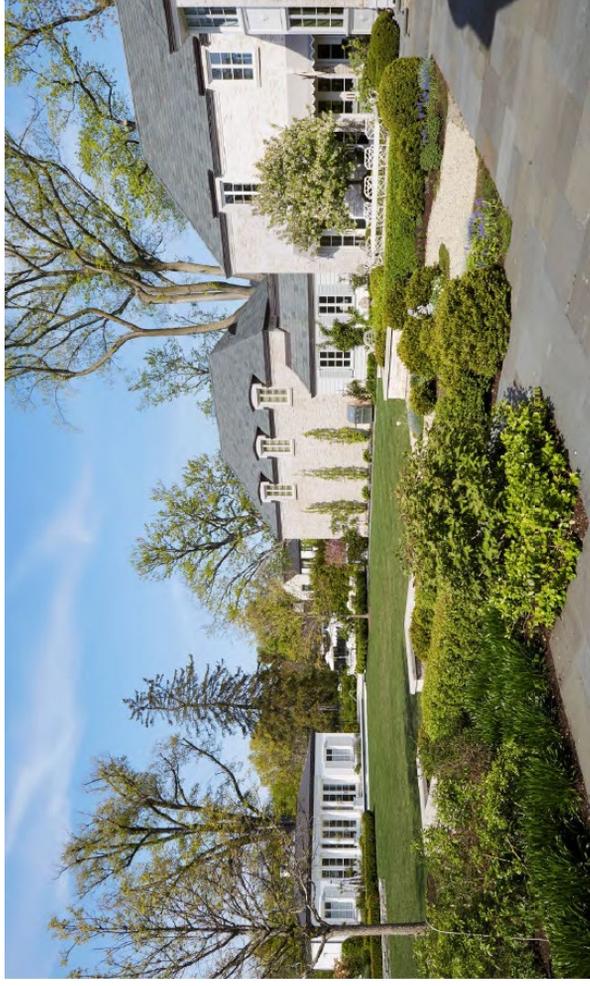
## 969 HILL ROAD

- **Owners:** Anita and Stephen Livaditis
- **Designer:** J. Lawton Thies Architects Inc.
- **Project Scope:**
  - **Rehabilitation** of historic home designed by noted architect Spencer Solon Beman in 1935.
  - **Improvements** included restored architectural features, an architecturally sensitive pool pavilion installation, and restoration of the building's original fenestration and window patterns.



Top: Front façade after renovation;

Bottom: Rear pool pavilion and courtyard



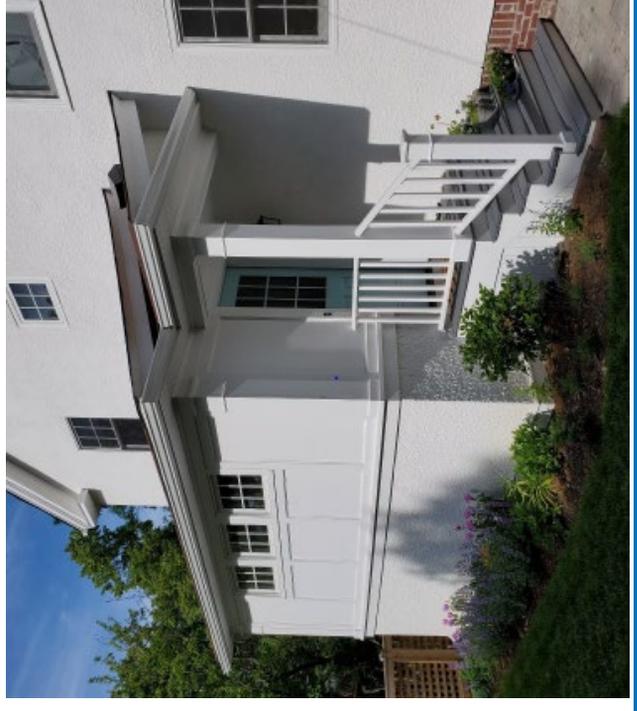


## 942 TOWER ROAD

- **Owners:** Matt and Rebecca Curry-Edwards
- **Architect:** Hackley & Associates Architects, Inc.
- **Project Scope:**
  - **Rehabilitation** of house built in approximately 1916.
  - **Improvements** included enclosure of screen porch with architecturally appropriate design and interior renovation.



Top: Rear entry screen porch before construction; Top Right: Enclosed rear entry addition after construction; Bottom: Rear entry addition with stoop and stairwell up close





## 663 GARLAND

- **Owners:** Sonia and Michael Esler
- **Architect:** L.A. Rizzolo Architects
- **Project Scope:**
  - **Rehabilitation** of house built in approximately 1923.
  - **Improvements** included new roof, new front entry, brick façade restoration, and installation of more architecturally appropriate windows.

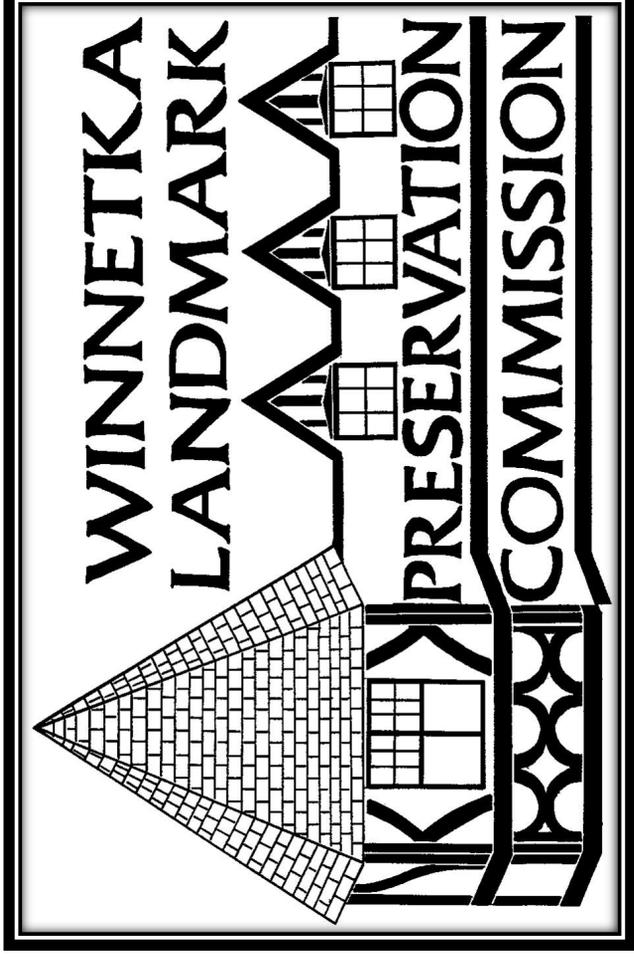
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Top Left: Front façade before construction; Top Right: Front façade after construction; Bottom Left: Exterior façade and new windows; Bottom Center: New windows with divided light glazing; Right: New casement windows



# Congratulations to all the recipients! 7



Thank you for participating and contributing to the preservation of the historic character of Winnetka.



**MINUTES  
WINNETKA VILLAGE COUNCIL  
STUDY SESSION**

**March 8, 2022**

(Approved: xx)

A record of a legally convened meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, March 8, 2022, 2022 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Robert Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: None. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, and Economic Development Coordinator Liz Dechant, and approximately 11 persons in the audience.

- 2) Public Comment. None.

- 3) Seasonal Street Closures for Outdoor Dining Policy Discussion.

President Rintz states that Council will be discussing a new approval process for seasonal street closure regarding outdoor dining. President Rintz commends the vibrancy and enjoyable experiences brought by outdoor dining.

Kristin Kazenas briefs Council on the mitigations that were placed, by both the State and County, due to the global pandemic that allowed for outdoor dining that helped aid businesses during restrictions on indoor dining. As the demand for outdoor dining continues, Village staff is seeking Council's guidance regarding adopting a separate approval process for seasonal street closure.

Economic Development Coordinator Liz Dechant presents three proposals for Council's consideration; 1) continue to approve street closure requests as part of the existing (no-fee) Outdoor Seating Area Permit, 2) discontinue any temporary seasonal use of public streets, or 3) create a new Council approval process (License Agreement) specifically for seasonal street closure requests and separate from Outdoor Seating Area Permit approval. Liz Dechant reviews the terms and conditions within the agreement that will need to be considered.

Village Council deliberates various policy initiatives, administrative processes, and the effects on property value and revenue. Liz Dechant informs Council that staff has been reaching out to municipalities around the region to obtain information on their policies and procedures and reviews the fees and discussions that are being discussed by surrounding communities.

Public Comment.

- i) John Macarow commends Village Council on the policies set in place due to COVID and acknowledges the success Winnetka restaurants have had within the past few years.
- ii) Bruno Abate expresses his appreciation and gratitude for what the Village has done for the business owners and states that he will respect any decision that the Council decides on. Mr. Abate reflects on the positive impact Tocco has had on the

## Winnetka Village Council Study Session March 8, 2022

community and hopes that he can continue to bring a positive experience to Winnetka.

- iii) Theresa Lucas shares her observations regarding parking, advantages and disadvantages between businesses due to outdoor dining, and her frustration regarding the Streetscape Project.
- iv) Liz Nestler thanks Council for the thoughtful approach on outdoor dining and expresses her admiration for the positive vibrancy that outdoor dining has brought to Winnetka and the community.
- v) Terry Dason thanks Council for their considerations regarding outdoor dining and commends the positive atmosphere that outdoor dining brings, specifically Chestnut Court. Ms. Dason expresses her support and hopes that all restaurants succeed.
- vi) A Winnetka community member compares the success and positive atmosphere of the first annual music fest to the outdoor dining experience.
- vii) Representative from Little Honeycomb informs Council of the hardship the past few months and expresses the importance for outdoor dining.
- viii) Glen Deutsch expresses his gratitude for Council's responsiveness throughout the pandemic. While Mr. Deutsch commends the restaurant business for growing within the Village, he also indicates his thoughts on the unfair advantages that businesses have due to outdoor dining.

Trustee Cripe states that he disagrees that it is an unfair advantage between businesses but rather that the location of certain businesses played in favor of outdoor dining.

- ix) Dawn Rants believes that Chestnut Court should utilize the outdoor dining as it has recently become livelier.

Council discusses various ways that potential fees may be assessed due to the additional seating that outdoor dining has benefited businesses with, potentially ranging by business square footage, number of outdoor seats, and by a combination of property taxes paid.

Council consensus is option 3) creating a new Council approval process via license agreement specifically for seasonal street closure requests is the preferred option. A majority of the Council agrees that no fee should be charged for seasonal street closures. However, Trustee Swierk advocates for charging a fee.

Village Manager Bahan affirms that all license agreements for seasonal street closures will be considered by the Council.

- 4) Closed Session. None.
- 5) Adjournment. Trustee Dalman, seconded by Trustee Apatoff, moved to adjourn the Village Council meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 9:20 PM.

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Recording Secretary

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

March 10, 2022

(Approved: xx)

A record of a legally convened Special Closed Session of the Council of the Village of Winnetka, which was held at Council Chambers on Thursday, March 10, 2022, at 6:00 PM.

- 1) Call to Order. Village President Chris Rintz called the meeting to order at 6:00 p.m. Present: Trustees Rob Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, and Kim Mancini. Absent: John Swierk. Also Present: Village Manager Robert M. Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Peter Friedman, Water & Electric Director Brian Keys, Assistant Water & Electric Director Nick Narhi, and 0 persons in the audience.
- 2) Public Comment. None.
- 3) Closed Session for the Purpose of Discussing Probable or Imminent Litigation Pursuant to Section 2(c)(11) of the Open Meetings.  
Trustee Dalman, seconded by Trustee Apatoff, moved to adjourn to Closed Session for the Purpose of Discussing Probable or Imminent Litigation Pursuant to Section 2(c)(11) of the Open Meetings Act 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, and Mancini. Nays: None. Absent: Trustee Swierk.  
  
The Council adjourned into Closed Session at 6:04 PM.
- 4) Adjournment. The Special Closed Session meeting ended at 7:30 p.m.

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

- 1) Call to Order. President Rintz called the meeting to order at 7:01 PM. Assistant Village Manager Kazenas called the roll. Present: Trustees Robert Apatoff, Andy Cripe, Tina Dalman, Bob Dearborn, and Kim Mancini. Absent: Trustee Swierk. Also present: Deputy Village Clerk Berina Gradjan, Village Attorney Peter Friedman, and approximately 5 persons in the audience.
- 2) Pledge of Allegiance. President Rintz led the group in the Pledge of Allegiance.
- 3) Quorum.
  - a) April 5, 2022 Regular Meeting. All of the Council members present said they expect to attend. Trustee Apatoff stated that he would be out of the area for business purposes and may request to participate remotely.
  - b) April 12, 2022 Study Session. All of the Council members present said they expect to attend. Trustee Apatoff stated that he would be out of the area for business purposes and may request to participate remotely. Trustee Cripe is stated that he will not be present.
  - c) April 19, 2022 Regular Meeting. All of the Council members present said they expect to attend. Trustees Apatoff and Dearborn stated that they would be out of the area for business purposes and may request to participate remotely.
- 4) Public Comment.
  - i) A public comment was received via email by Allen Welch expressing concerns about a homeowner who reported trespassing on a private beach. Mr. Welch does not believe the complaint was valid. Chief Hornstein, Chief of Police, is in contact with the complainant to address his concerns.
- 5) Reports:
  - a) Trustees. None.
  - b) Attorney. None.
  - c) Assistant Village Manager. None.
  - d) Village President.
    - i) President Rintz met with the president of the Audubon society to help obtain a better understanding of the Village's stormwater project in the Forest Preserve property and to address misinformation that is being reported. President Rintz also indicates that he has met with Jim Bernahl, Engineering Director, and with the Army Corps regarding

their permitting on the Forest Preserve and golf course sites, to discuss financial related matters.

e) Music Fest Presentation

Scott Myers informs Council regarding the Music festival layout in Downtown Winnetka and briefs Council regarding the date of the festival, additional stages that will be added, and the performing bands.

Council seeks clarity regarding cleaning of the festival and measures that have been taken to communicate with residents and businesses that will be affected by the festivals foot and vehicular traffic. Mr. Myers confirms that there has been adequate communication to accommodate the residents regarding parking and adhering by the Village noise ordinance.

Trustee Dearborn inquires the festivals COVID protocols. Scott Myers indicates that COVID measures are being monitored and will be followed pending any new guidelines set by Cook County.

President Rintz commends the hard work and commitment that is dedicated to the music fest and expresses his gratitude for the efforts put forth.

f) Winnetka School District 36 Community Outreach Presentation

Winnetka School District 36 Board Secretary, Emily Rose, and Winnetka School District 36 Board President Dawn Livingston, inform Council that over the last three years, they have met with community members, different groups, and attended organizational meetings to pinpoint why the \$90.6 billion referendum failed in 2019, clarify core community values, and discuss funding regarding various types of capital improvements.

Ms. Rose states that after considering essential needs, in order to maintain the Winnetka public schools and maintain excellence in education, a referendum of \$59.4 million is being proposed.

Emily Rose informs Council of the historic timeline to provide a better understanding of the overall referendum and the improvements that have been thoroughly considered to present a referendum that will be successful.

As part of the referendum, Ms. Rose provides a breakdown of the maintenance, repairs and upgrades planned as well as the additions and renovations for the schools, presenting the capital expenditures and proposed spendings.

Trustee Dalman questions the changes with demographics and if enrollment numbers are projected to change. Ms. Rose informs Council that it is not possible to study changes in enrollment due to the pandemic because of instability in numbers. Ms. Livingston states that a demographic study was done, prior to the pandemic, and the predictions have been fairly accurate.

Council seeks information regarding the availability of financial plans regarding the referendum. Emily Rose confirms that they are currently in the proposal phase and once the referendum moves forward, all financial information will be made available to the public.

Trustee Apatoff commends the effort that has been put forth by engaging with community members, and believes that the community as a whole will support the improvements with the Winnetka public schools.

Trustee Cripe expresses his gratitude for the effort and community engagement and believes that that has brought a sense of honest sampling from the residents. Trustee Cripe believes that the referendum is fair in terms of the values that Winnetka seeks to achieve for their schools and is in support of the referendum moving forward. While stating his support, Trustee Cripe indicates the Village Council's stance on being mindful regarding the overall tax rate that will be impacted by the expenses of the referendum, if successful.

President Rintz praises Ms. Livingston on her hard work, leadership, and the immense amount of work she has done in her position and looks forward to working with Ms. Rose as the new Board President.

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

7) Consent Agenda

a) Village Council Minutes.

- i. February 15, 2022, Regular Meeting
- ii. March 1, 2022 Regular Meeting

- b) Approval of Warrant List dated February 22, 2022 – March 7, 2022 in the amount of \$1,002,720.46.

- c) Approval of Annual Outdoor Seating Permits (Adoption)

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

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

8) Ordinances and Resolutions:

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

Staff is requesting that the resolution be deferred to a later date, allowing staff to complete additional planning and analysis for the project. President Rintz confirms that consideration of the resolution is deferred and expresses his frustration regarding unfunded mandates by the State of Illinois.

Village Council and Village Attorney Peter Friedman briefly discuss the legislation that was passed by the State.

- 9) Old Business. None.

- 10) New Business. None.

11) Appointments.

- a) Appoint Andy Cripe as the Trustee Liaison to the Environmental & Forestry Commission - his term will expire 5/1/2022. Andy is filling a vacancy from Kim Mancini's resignation.

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

- 12) Adjournment. Trustee Dearborn, seconded by Trustee Apatoff, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Mancini, and Swierk. Nays: None. Absent: Trustee Swierk. The meeting adjourned at 8:15 PM.

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Recording Secretary



## Agenda Item Executive Summary

**Title:** Approval of Warrant Lists

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

**Agenda Date:**

04/05/2022

**Consent:**

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Item History:**

None.

**Executive Summary:**

The Warrant List dated March 8, 2022 - March 21, 2022.

**Recommendation:**

Consider approving the Warrant List dated March 8, 2022 - March 21, 2022.

**Attachments:**

None.



## Agenda Item Executive Summary

**Title:** Resolution No. R-41-2022: Approving Change Order No. 1 to a Contract with A. Lamp Concrete, Inc. for the Construction of Streetscape Phase 4 (Adoption)

**Presenter:** James J Bernahl, Director of Engineering & Emily Grimm, Assistant Village Engineer

**Agenda Date:** 04/05/22

**Consent:**  YES  NO

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

### Item History:

On February 1st, 2022, the Village council awarded a contract to A Lamp Concrete Contractors for Phase 4 of the Downtown Streetscape Project. The total cost of the contract was \$2,621,449. The total project cost, which included the A Lamp contract, as well as electrical items and long lead time items that were to be purchased directly by the Village, came to a total cost of \$2,926,639. This cost was below the budget amount for the project, which is \$3,065,530. The difference between the original project cost and the budget was \$138,891.

### Executive Summary:

Following the Streetscape contract award in February, staff was asked to investigate relocating the three phase transformer from its proposed location near the Post Office to a site adjacent the Village Hall. There was concern that the proposed location at the Post Office may result future design conflicts. The relocation requires additional underground work at an estimated cost of \$73,341. In order to implement the requested change, a Change Order to the original A-Lamp contract is required.

The proposed location for the three phase transformer is the northwest corner of the Village Hall. The single phase transformer that was originally planned for the southwest corner of Village Hall will be also relocated to the same area. This will permit screening to be installed around both transformers (reference Exhibit 1). The new location for the transformers will result in cost increase of \$73,34, which includes a recommendation to replace a remaining section of asphalt surface with concrete. The cost increase will be allocated across the Electric Fund and the Business District Revitalization Fund where the Streetscape Project is budgeted.

For the Electric Fund, under original Streetscape Phase 4 Plan, the fund was contributing \$91,000 to the Streetscape Project. The design change results in an increase in additional secondary cable and the installation of a needed manhole. The value of these materials totals \$26,544. The additional manhole will be ordered and the secondary cable will be taken from the working stock that has already been ordered and received. At this time, it's unknown if the additional cable requirements for the revised Streetscape plan may necessitate another order of secondary cable later in the year. The manhole will be charged to the underground expense account (#500.42.31-547), which contains \$120,520 and has funding capacity. Staff will monitor the underground expense account to stay within budget.

The approved A Lamp Contract, totaled \$2.62M. The proposed relocation and design of the transformers results in an increase of \$46,797, which includes a cost of \$25,276 attributed to additional underground conduit work and a cost of \$21,521 for upgrading the last remaining section of the parking area on the northwest side of Village Hall to concrete. A sizable amount of this asphalt will be impacted for the relocation of the transformers and replacing the pavement back with concrete will allow that area to match the surrounding areas. As noted, the change results in a cost increase \$46,797, for a revised total contract award to A Lamp in the amount of \$2,671,246.

**Executive Summary (continued):**

Taking these changes into account, enclosed below is the updated Total Project Costs:

Funding Source	Original Cost	Design Change Cost	Total Cost
Electric Fund	\$ 91,000	\$ 26,544	\$ 117,544
Business District Fund	\$ 2,621,449	\$ 46,797	\$ 2,671,264
Totals:	\$ 2,712,449	\$ 73,341	\$ 2,920,926

The project budget for Streetscape Phase IV is still within the original budget as shown below:

	Original	Updated
Total Project Budget:	\$3,065,530	\$3,065,530
A Lamp Contract	\$2,621,449	\$2,668,246
Transformer Relocation	\$91,000	\$117,544
Long Lead Time Items	\$214,190	\$214,190
Total:	\$2,926,639	\$2,999,980
Remaining Budget Balance:	\$138,891	\$65,550

Resolution No. R-41-2022, prepared by the Village Attorney, authorizes a change order to the contract with A. Lamp Concrete, Inc. The revision to the Streetscape plan does not result in any contractual changes for the Electric Fund.

**Recommendation:**

Consider authorizing Change Order #1 to the Streetscape Phase 4 contract with A. Lamp Concrete Contractors in the amount of \$46,797, for a total contract award of \$2,671,264.

**Attachments:**

1. Resolution No. R-41-2022: Approving Change Order No. 1 to a Contract with A. Lamp Concrete, Inc. for the Construction of Streetscape Phase 4
2. Exhibit 1: Diagram - Proposed Location of Transformers

# ATTACHMENT 1

RESOLUTION NO. R-41-2022

## A RESOLUTION APPROVING A CHANGE ORDER NO. 1 WITH A. LAMP CONCRETE CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE STREETScape PHASE 4 PLAN

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

**WHEREAS**, on February 1, 2022, pursuant to Resolution R-11-2022, the Village entered into a contract ("*Contract*") with A. Lamp Concrete Contractors, Inc. ("*Contractor*") for the construction and installation of streetscape improvements ("*Scope of Work*") related to Phase 4 of the Downtown Streetscape and Signage Plan ("*Streetscape Plan*"); and

**WHEREAS**, subsequent to the approval of the Contract, the Village identified the need to update the Streetscape Plan by relocating certain electrical transformers ("*Additional Work*"); and

**WHEREAS**, the Contractor offered to perform the Additional Work for an amount not to exceed \$46,797.00 pursuant to a change order to the Contract ("*Change Order*"); and

**WHEREAS**, the Village has allocated funds for the Streetscape Plan which are sufficient to pay for the Additional Work; and

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

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

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

**SECTION 2: APPROVAL OF CHANGE ORDER.** The Village Council approves the Change Order in a final form approved by the Village Manager.

**SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER.** 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 Change Order after receipt by the Village Manager of two executed copies of the final Change Order from the Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Change Order from the Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Change Order will, at the option of the Village Council, be null and void.

April 5, 2022

R-41-2022

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law by two-thirds of the Trustees.

**ADOPTED** this 5th day of April, 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Signed

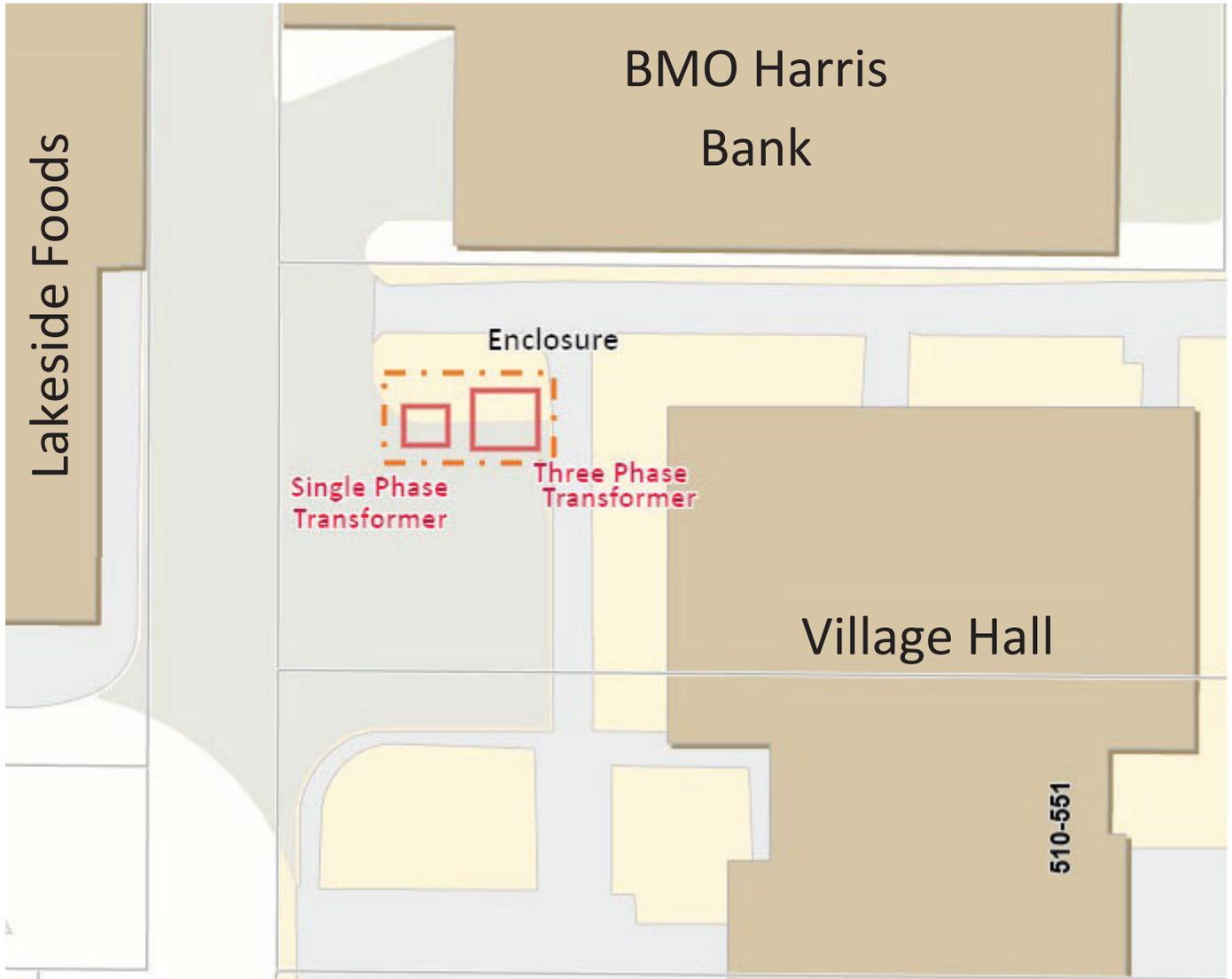
\_\_\_\_\_  
Village President

Countersigned:

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

**ATTACHMENT 2**

**EXHIBIT 1.**





## Agenda Item Executive Summary

**Title:** Resolution No. R-42-2022: Sanitary Manhole Rehabilitation (Adoption)

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

**Agenda Date:** 04/05/2022

**Consent:**  YES  NO

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

**Item History:**

In 2017, the Village engaged RJN Engineering to complete a detailed evaluation of the Village's sanitary sewer system. The investigation included detailed inspections of over 450 sanitary sewer manholes to identify defects that contribute to wet weather inflow and infiltration (I/I). 276 manholes were identified as having some structural defect needing repair. Baxter & Woodman (B&W) developed detailed bid specifications to execute necessary repairs.

**Executive Summary:**

The proposed bid specifications included 1,200 vertical feet of interior manhole sealing, 50 replacement covers, and 23 internal chimney seals. Bid documents were obtained from six (6) companies, and bids were opened on March 10th, with the following results.

Bidder	Bid Amount
Archon Construction Co	\$188,120.60
Kim Construction Co	\$276,340.00
Structured Solutions, LLC	\$326,900.00
Duke's Root Control	\$338,100.00
Benchmark Construction Co	\$389,800.00
National Power Rodding Co	\$768,150.00

The engineer's estimate for the work was \$329,000. Archon Construction Co complied with all bid requirements and is a qualified contractor.

This work has a budget of \$400,000 for in the 2022 budget under 540.70.01-670 Sanitary Sewers.

**Recommendation:**

Consider awarding a contract to Archon Construction Co of Addison, IL to complete the 2022 Sanitary Manhole Rehabilitation for \$188,120.60.

**Attachments:**

1. Resolution No. R-42-2022: Sanitary Manhole Rehabilitation
2. Bid Tabs

# ATTACHMENT 1

RESOLUTION NO. R-42-2022

## A RESOLUTION AWARDING A CONTRACT TO ARCHON CONSTRUCTION CO. FOR SANITARY MANHOLE REHABILITATION WORK

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

**WHEREAS**, the Village has appropriated funds for replacement and repair to manholes in the Village (“*Work*”); and

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

**WHEREAS**, the Village received bids for Work from six bidders and opened the bids on March 10, 2022; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Archon Construction Co. of Addison, Illinois (“*Contractor*”), is the lowest responsible bidder for the Work; and

**WHEREAS**, the Village Council desires to enter into a contract with Contractor for Contractor to perform the Work for an amount not to exceed \$188,120.60.00 (“*Contract*”); and

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

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

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

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

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

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

April 5, 2022

R-42-2022

**ADOPTED** this 5th day of April, 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

April 5, 2022

R-42-2022

**EXHIBIT A**  
**CONTRACT**

{00125585.1}

**VILLAGE OF WINNETKA**

**CONTRACT FOR THE CONSTRUCTION OF  
2022 SANITARY SEWER MANHOLE REHABILITATION**

Contract Number: #022-014

**VILLAGE OF WINNETKA  
 CONTRACT FOR THE CONSTRUCTION OF  
 2022 SANITARY SEWER MANHOLE REHABILITATION**

Contract Number: #022-014

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**Contractor’s Certification**

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** List of Drawings

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION  
OF 2022 SANITARY SEWER MANHOLE REHABILITATION**

Contract Number: #022-014

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

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

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

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

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

**1.2 Commencement and Completion Dates**

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

**1.3 Required Submittals**

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information 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 blueline 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

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

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

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

**1.6 Technical Ability to Perform**

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

**1.7 Financial Ability to Perform**

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

**1.8 Time**

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

**1.9 Safety at the Work Site**

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance

of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

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

**1.10 Cleanliness of the Work Site and Environs**

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

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

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

**1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of

the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

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

**1.13 Simultaneous Work By Others**

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

**1.14 Occupancy Prior to Final Payment**

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

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

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

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead,

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

## ARTICLE II: CHANGES AND DELAYS

### 2.1 Changes

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

### 2.2 Delays

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

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

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

### 3.1 Inspection; Testing; Correction of Defects

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

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

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

**3.2 Warranty of Work**

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

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

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

**3.3 Owner's Right to Correct**

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

**ARTICLE IV: FINANCIAL ASSURANCES**

**4.1 Bonds**

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

**4.2 Insurance**

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

**4.3 Indemnification**

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

**ARTICLE V: PAYMENT**

**5.1 Contract Price**

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

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

**5.2 Taxes and Benefits**

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

**5.3 Progress Payments**

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

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

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

**5.4 Final Acceptance and Final Payment**

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

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

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

## 5.5 Liens

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

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

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

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

**5.6 Deductions**

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

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

**ARTICLE VI: DISPUTES AND REMEDIES**

**6.1 Dispute Resolution Procedure**

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

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

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

**6.2 Contractor’s Remedies**

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

**6.3 Owner’s Remedies**

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

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

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

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

#### **6.4 Owner's Additional Remedy for Delay**

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

**6.5 Terminations and Suspensions Deemed for Convenience**

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

**ARTICLE VII: LEGAL RELATIONSHIPS  
AND REQUIREMENTS**

**7.1 Binding Effect**

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

**7.2 Relationship of the Parties**

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

**7.3 No Collusion/Prohibited Interests**

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

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

**7.4 Assignment**

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

**7.5 Confidential Information**

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

**7.6 No Waiver**

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

**7.7 No Third Party Beneficiaries**

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

**7.8 Notices**

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

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

Village of Winnetka	<u>with a copy to:</u>
510 Green Bay Road	Elrod Friedman LLP
	325 N LaSalle Street, Suite 450

Winnetka, IL 60093  
Attention: Timothy Sloth

Chicago, Illinois 60654  
Attention: \_\_\_\_\_

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

with a copy to:  
[name of successful bidder] \_\_\_\_\_  
[address of successful bidder] \_\_\_\_\_  
\_\_\_\_\_

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

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

**7.9 Governing Laws**

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

**7.10 Changes in Laws**

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

**7.11 Compliance with Laws**

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

Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

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

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

## 7.12 Compliance with Patents

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

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any

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

**7.13 Time**

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

**7.14 Severability**

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

**7.15 Entire Agreement**

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

**7.16 Amendments**

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

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

**VILLAGE OF WINNETKA**

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

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

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

Attest:

**CONTRACT**

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

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

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

*[name of contractor]*

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

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

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

Attest:

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

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

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

STATE OF ILLINOIS            )  
  )  
COUNTY OF \_\_\_\_\_ )       SS

CONTRACTOR’S CERTIFICATION

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

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

DATED: \_\_\_\_\_, 20\_\_.

*[name of contractor]*

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

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

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

Attest:

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

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

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

Subscribed and Sworn to before me on \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION  
OF 2022 SANITARY SEWER MANHOLE REHABILITATION**

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

*[Check applicable boxes and insert required information.]*

**1. Project:**

Coating sanitary sewer manholes with cement grout mixture, replacement of manhole covers, and installation of chimney seals.

**2. Work Site:**

Throughout the Village of Winnetka (see area map).

**3. Permits, Licenses, Approvals, and Authorizations:**

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



No Exceptions

**4. Commencement Date:**



the date of execution of the Contract by Owner.



30 days after execution of the Contract by Owner. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.



March 1, 2022

**5. Completion Date:**



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



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

**6. Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

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

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

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

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

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

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

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

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

The Additional Insured endorsement must identify Owner as follows:

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

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

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

7. Contract Price:

**SCHEDULE OF PRICES**

- A. LUMP SUM CONTRACT

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

\$ \_\_\_\_\_

- B. UNIT PRICE CONTRACT

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

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

COMPLETE TABLE AS INDICATED

No	Pay Item	Approximate Quantity	Unit Price	Amount
1	INTERIOR MANHOLE SEALING:			
	3 ft. diameter	750 vert. ft.	\$ _____	\$ _____
	4 ft. diameter	450 vert. ft.	\$ _____	\$ _____
2	REPLACE COVER:	50 each	\$ _____	\$ _____
3	REPLACE FRAME AND SOLID COVER:			
	Unpaved Area	1 each	\$ _____	\$ _____
4	REPLACE FRAME AND BOLT DOWN COVER:			
	Unpaved Area	1 each	\$ _____	\$ _____
5	ADJUST FRAME AND INSTALL EXTERNAL CHIMNEY SEAL:			
	Paved Area	2 each	\$ _____	\$ _____
	Unpaved Area	12 each	\$ _____	\$ _____
6	INSTALL INTERNAL CHIMNEY SEAL:	9 each	\$ _____	\$ _____

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

\$ \_\_\_\_\_



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ \_\_\_\_\_

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

**COMPLETE TABLE AS INDICATED**

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

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

\$ \_\_\_\_\_

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

**8. Progress Payments:**

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

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

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

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

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

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

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

**10. Standard Specifications:**

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

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

The Contract also includes Owner's [City/Village] Code and Building Codes.

## ATTACHMENT A

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

See Attachment D for any special project requirements.

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION  
OF 2022 SANITARY SEWER MANHOLE REHABILITATION**

**ATTACHMENT B**

**SPECIFICATIONS**

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION  
OF 2022 SANITARY SEWER MANHOLE REHABILITATION**

**ATTACHMENT C**

**LIST OF DRAWINGS**

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
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SECTION 32 10 00.19

STREET, DRIVEWAY, AND SIDEWALK REPLACEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes replacement of streets, driveways, curbs and gutters, and sidewalks removed or damaged during pipeline construction.
- B. Provide base course and surface courses as specified herein, and as needed for a complete replacement of all streets, driveways, curbs and gutters, and sidewalks.
- C. Construct streets, driveways, concrete curbs and gutters, and sidewalks in accordance with IDOT "Standard Specifications for Road and Bridge Construction", hereby referred to as IDOT "Standard Specifications".
- D. Related work:
  - 1. Comply with only the pertinent provisions of this Section for the type of replacement required for the Work.
  - 2. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 01 - General Requirements of these Specifications.
- E. References:
  - 1. (Reserved).

1.2 SUBMITTALS - (Reserved).

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 BASE COURSE

- A. Aggregate:
  - 1. Provide well graded, 100 percent crushed gravel or crushed stone aggregate free of clay, loam, dirt, calcareous or other foreign matter conforming to the IDOT "Standard Specifications", gradation No. CA 6.

STREET, DRIVEWAY, AND SIDEWALK REPLACEMENT

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- B. Hot-mix asphalt:
  - 1. Comply with applicable articles of Section 355 of the IDOT "Standard Specifications" and the most recent edition of IDOT District 1 Special Provisions, "HMA Mixture Design Requirements", "Ground Tire Rubber (GTR) Modified Asphalt Binder", "Friction Aggregate", the BDE Special Provisions for "Hot-Mix Asphalt Density Testing of Longitudinal Joints".
    - a. Hot-Mix Asphalt Binder Course, IL 19.0, N50.
    - b. 4% air voids @ 50 gyrations.
- C. Portland Cement concrete:
  - 1. Comply with applicable articles of Section 353 of the IDOT "Standard Specifications" for materials and material preparation.

## 2.2 SURFACE COURSE

- A. Aggregate surface course (Type A or Type B):
  - 1. Use crushed stone or crushed gravel complying with the IDOT "Standard Specifications" Articles 1004.01 and 1004.04 gradation No. CA 6.
- B. Hot-mix asphalt: Comply with applicable articles of Section 406 of the IDOT "Standard Specifications" and the most recent IDOT District 1 Special Provisions, "HMA Mixture Design Requirements", "Ground Tire Rubber (GTR) Modified Asphalt Binder", "Friction Agreement" and the BDE Special Provision for "Hot-Mix Asphalt Density Testing for Longitudinal Joints".
  - 1. Hot-mix asphalt surface course: Use Hot-mix asphalt Surface Course, Mix "D", N50 (0-10,000 ADT).
    - a. Mix type: IL 9.5 mm.
    - b. 4% air voids @ 50 gyrations.
  - 2. Hot-mix asphalt binder course:
    - a. Use Hot-mix asphalt Binder Course, IL-19, N50 (0-10,000 ADT).
      - (1) Mixture type: IL 19.0.
      - (2) 4% air voids @ 50 gyrations.
  - 3. Hot-mix asphalt leveling binder:
    - a. Use Hot-mix asphalt Leveling Binder (Machine Method), N50 (0-10,000 ADT).
      - (1) Mixture type: IL 9.5 mm.
      - (2) 4% air voids @ 50 gyrations.
  - 4. Hot-mix asphalt driveway:
    - a. Use Hot-mix asphalt Surface Course, Mix "D", N50.
      - (1) Mixture type: IL 9.5 mm.
      - (2) 4% air voids @ 50 gyrations.
- C. Portland Cement concrete pavement:
  - 1. Comply with applicable articles of Section 420 of the IDOT "Standard Specifications" for materials and material preparation.

- D. Portland Cement concrete driveway pavement:
  - 1. Comply with Section 423 of IDOT "Standard Specifications" for materials and material preparation.
- E. Portland Cement concrete walk:
  - 1. Comply with applicable requirements of Section 424 of the IDOT "Standard Specifications".
- F. Detectable warnings:
  - 1. Comply with Section 424.09 of IDOT "Standard Specifications" for materials, installation and certification requirements.

2.3 AREA REFLECTIVE CRACK CONTROL TREATMENT

- A. Comply with Section 443 of the "Standard Specifications" for materials, preparation, and installation.
  - 1. Use only System A.

2.4 SHOULDERS

- A. Hot-mix asphalt: Comply with paragraph 2.2, Hot-mix asphalt binder course and Hot-mix asphalt surface course.
  - 1. Use Hot-mix asphalt Shoulder complying with Sections 312 and 482 of the IDOT "Standard Specifications".

2.5 PORTLAND CEMENT CONCRETE DRIVEWAY

- A. Comply with applicable requirements of Section 423 of IDOT "Standard Specifications".

2.6 CURB AND GUTTER

- A. Portland Cement concrete:
  - 1. Comply with applicable requirements of Section 606 of the IDOT "Standard Specifications".

2.7 PROTECTIVE COAT

- A. Use combination of 50 percent boiled linseed oil and 50 percent petroleum spirits by volume.
  - 1. Comply with Section 1023 of the IDOT "Standard Specifications".

2.8 TEMPORARY HOT-MIX ASPHALT PAVEMENT MATERIAL

- A. Provide hot-mix asphalt during summer months while plants are operating.
- B. Materials:
  - 1. Hot-mix asphalt binder or surface course, Mix "D", N50.

- a. See paragraph 2.2, Hot-mix asphalt binder course and Hot-mix asphalt surface course.
- C. Provide asphalt (cold-patch) wearing surface during winter months when hot-mix is not available.
- D. Minimum compacted thickness: 2 inches.

## 2.9 PAVEMENT MARKINGS

- A. General:
  - 1. Comply with IDOT "Standard Specifications" applicable articles of Sections 780, 781, and 783, for all preparation and materials to remove and replace all obstructed pavement markings.
- B. Materials - Permanent:
  - 1. Thermoplastic: Article 1095.01.
  - 2. Paint: Article 1095.02.
  - 3. Preformed plastic: Article 1095.03.
  - 4. Epoxy pavement marks: 1095.04.
  - 5. Preformed thermoplastic pavement marking: 1095.05.
  - 6. Raised reflective pavement markers: Section 1096.01.
- C. Materials - Temporary:
  - 1. Tape: Comply with IDOT "Standard Specifications" for Road and Bridge Construction, Article 1095.06 for materials.
    - a. Do not use paint for temporary pavement markings.

## PART 3 - EXECUTION

### 3.1 GENERAL CONSTRUCTION REQUIREMENTS

- A. Comply with the applicable articles of the following Sections of the IDOT "Standard Specifications" except as modified herein:
  - 1. Base courses:
    - a. Aggregate Type A or Type B: Section 351.
    - b. Hot-mix asphalt: Section 355.
    - c. Portland Cement concrete: Section 353.
  - 2. Surface courses:
    - a. Aggregate, Type A, or Type B: Section 402.
    - b. Hot-mix asphalt: Section 406.
    - c. Portland Cement concrete: Section 420.
  - 3. Prime coats: Section 406.
  - 4. Curb and gutter: Section 606.
  - 5. Portland Cement concrete driveways: Section 423.
  - 6. Area Reflective Crack Control Treatment, System A: Section 443.

- B. Maintain the temporary pavement material installed during trench backfilling as temporary driving surface.
  - 1. Provide and maintain temporary culverts or other drainage devices.
  - 2. Shape the road bed to provide positive drainage.

### 3.2 REMOVAL OF EXISTING PAVEMENT SURFACES

- A. Remove and dispose of all existing pavement surface materials as necessary to complete the Work.
  - 1. Remove all existing street and driveway pavements, including surfaces, bases and stabilized subbases, curbs and gutters, and sidewalks to a width of not less than one foot on undisturbed ground on each side of the trench excavation.
  - 2. Saw cut to a full depth to provide a straight line joint between the existing pavement, curb and gutter or sidewalk which will remain and the portion to be removed and replaced.
    - a. Remake the saw cut joint as required at the time of resurfacing.
  - 3. Do not use any broken pavement, curb and gutter or sidewalk materials for backfilling the trench.

### 3.3 REPLACEMENT OF PAVEMENT SURFACES

- A. Reconstruct all street and driveway pavement including surfaces, bases, and stabilized sub-bases, curbs and gutters, and sidewalks which are removed or damaged as a result of the construction.
  - 1. Set all manholes, valve vaults, inlets, service boxes, and other structures and appurtenances to the established finish grade before pavement replacement.
  - 2. Construct in accordance with the details as shown on the Drawings.
  - 3. Replace all surface courses, and base courses to match the grade, cross-section, and thickness of existing, except:
    - a. Comply with the minimum thickness as specified herein.
- B. Base courses:
  - 1. Use existing temporary aggregate pavement material installed during trench backfilling as aggregate base.
  - 2. Remove portion of the existing temporary aggregate pavement material necessary to install base, binder and surface courses.
    - a. Scarify, grade, and shape the aggregate base courses.
    - b. Place and compact additional material as directed by the Engineer.
  - 3. Reuse the removed temporary pavement material for any of the following:
    - a. Trench backfill or bedding.
    - b. Temporary pavement at another location.
    - c. Fill material for subgrade removal and replacement.
    - d. Subbase granular material or aggregate base course if the Engineer determines that there is not significant segregation or contamination of the material and if it is constructed as specified in these Specifications.

4. Replace existing PCC base course with a minimum of 6 inches of Portland Cement concrete base course.
5. Replace existing hot-mix asphalt base course with a minimum of 6 inches of hot-mix asphalt base course.

### 3.4 PRIME COATS

- A. Bituminous prime coat:
1. Apply prime coat to all aggregate base courses prior to installation of asphalt binder courses at a minimum rate of 0.40 gallons per square yard.
    - a. Apply prime coat to saw-cut edges of existing pavement or driveway that abuts trench limits, by hand swabbing, if necessary.
  2. Apply prime coat to all existing concrete or asphalt surfaces prior to installation of new hot-mix asphalt leveling binder, binder, or surface courses at a rate of 0.05 to 0.10 gallons per square yard.
    - a. Prime may be eliminated between new binder and surface courses only when surface course is applied immediately after binder course, when binder has cooled to the appropriate temperature.
    - b. Apply prime coat to new binder course if traffic has been allowed on binder course prior to installation of surface course at a rate of 0.10 gallons per square yard.
  3. Do not apply when ambient temperature is less than as specified by IDOT Section 406, or when local conditions indicate that rain is imminent.

### 3.5 SURFACE COURSES

- A. Hot-mix asphalt binder courses and surface courses:
1. Install hot-mix asphalt binder with a minimum thickness of 2½ inches and hot-mix asphalt surface courses with a minimum thickness of 1¾ inches to attain a minimum total thickness of 4¼ inches.
    - a. Install binder and surface course with greater thicknesses if so indicated on the Drawings.
    - b. Install thick binder courses in lifts approved by Engineer and provide steel plate over trenches if necessary to allow cooling.
  2. Repair settled trenches, spalled asphalt, and other defective binder before placement of hot-mix asphalt surface course.
  3. Resaw-cut edges of trench limits, if necessary, to provide a clean-straight edge prior to installation of hot-mix asphalt surface course.
- B. Portland Cement concrete street or driveway pavement:
1. Replace concrete street pavement with a minimum of 8 inches of Portland Cement concrete.
  2. Replace concrete driveway pavement with a minimum of 6 inches of Portland Cement concrete.
  3. Provide steel reinforcing bars equal in size and spacing to reinforcement of original pavement.
  4. Provide 6 x 6-W4.0 x W4.0 welded wire fabric if steel reinforcing does not exist.

5. Provide #4 grade 60 steel dowels around total perimeter of sawcut and adjacent curb and gutter where PCC pavement is replaced.
  - a. Provide 24-inch long dowels.
  - b. Drill existing concrete to a depth of 12 inches and set dowels with epoxy.
  - c. Space dowels at 24 inches center to center.
- C. Aggregate surface courses and driveways:
  1. Replace aggregate surface courses and driveways with a minimum of 8 inches of surface aggregate.

### 3.6 CURB AND GUTTER

- A. Replace curb and gutter with curb and gutter of the same size and cross-section.
- B. Provide protective coat if so directed by the Owner.
- C. Provide two 1/2-inch steel reinforcing bars in full length of new curb and gutter and two 12-inch long slip dowels extended 6 inches into existing curb and gutter.

### 3.7 SIDEWALKS

- A. Construct to match existing walks.
- B. Portland Cement concrete walks:
  1. Erect temporary forms for placement of concrete as specified in Article 424.05 of the IDOT "Standard Specifications".
  2. Construct in accordance with applicable articles of Section 424 of the IDOT "Standard Specifications".
    - a. Provide a minimum thickness of 5 inches.
    - b. Construct sidewalks using lumber forms with a nominal thickness of 2 inches and a minimum depth of 6 inches.
  3. Provide ramps accessible to the disabled in locations as shown on the Drawings and in accordance with current IDOT Highway Standard Details.
    - a. Refer to IDOT Standard Details 424001, 424006, 424011, 424016, 424021, and 424026, latest revision.
  4. Provide detectable warnings at ramps as specified in Section 424.09 of IDOT's "Standard Specifications".

### 3.8 TEMPORARY ASPHALT PAVEMENT SURFACE

- A. Provide a hot-mix asphalt wearing surface for use during the period between backfilling the trench and constructing the permanent pavement surface.
- B. Provide 2-inch (compacted) minimum wearing surface.
  1. Utilize mechanical tamper, vibrating tamper, or self-propelled roller to achieve compaction.

2. To facilitate extra compaction by traffic, surface of patch may be finished up to 1/2-inch above existing pavement.
  3. Provide smooth, drivable surface, free of ruts or depressions.
  4. Remove all loose materials from edges of patch, and provide temporary sawcuts if directed by the Engineer.
- C. Utilize premix asphalt (cold patch) wearing surface only during winter months when hot-mix asphalt is not available.
1. Comply with paragraph 3.8 B. when installing asphalt cold-patch.
- D. Remove and dispose of all temporary asphalt pavement surface materials at the time of permanent pavement construction.

### 3.9 STRUCTURE ADJUSTMENT

- A. Comply with applicable articles of Section 603 of IDOT "Standard Specifications" for materials and installation except as modified below:
1. Do not use steel, ductile iron, or cast iron adjusting rings.
  2. Do not use common brick.
- B. Provide watertight joints between concrete adjusting rings, frame, and structure when adjusting sanitary sewer manhole frames.

### 3.10 PAVEMENT MARKINGS

- A. General:
1. Replace all existing pavement markings that are removed or damaged during pipe installation operations.
  2. Mark locations (by dimensions) on Job Plan of all existing pavement lane markings, turn arrow, stop bars, and parking stall markings prior to excavation.
  3. Replace all existing markings after placement of final surfaces.
  4. Replace pavement markings with same kind and type unless otherwise noted on the Drawings or in Contract Documents.
- B. Removal:
1. Remove pavement markings or reflectors per applicable articles of IDOT "Standard Specifications" Section 783.
- C. Temporary - tape:
1. Use temporary marking tape to delineate temporary lanes of traffic, stop bars, or parking stall lanes on temporary asphalt pavement, asphalt base courses, and surface courses if indicated on the Drawings or if so directed by the Engineer.
  2. Remove temporary marking tape prior to installation of permanent markings.

END OF SECTION

STREET, DRIVEWAY, AND SIDEWALK REPLACEMENT  
32 10 00.19-8 (211606.40)

SECTION 32 92 00.16

LAWNS AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide topsoil, seeding, and care of grass during establishment period for a complete surface restoration of lawns, and other areas disturbed as a result of the construction.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References – (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Provide a mixture of black dirt having at least 90 percent passing a No. 10 sieve, free of large roots, brush, sticks, weeds, and stones larger than 1/4-inch in diameter, and any other debris.

## 2.2 AGRICULTURAL LIMESTONE

- A. Provide agricultural-grade ground limestone, ground sufficiently fine so that at least 80 percent will pass through a No. 8 sieve, containing not less than 80 percent calcium carbonate equivalent. Moisture content at time of delivery not exceeding 8 percent.

## 2.3 FERTILIZER

- A. Provide commercial grade fertilizer, having nutrient content of 16 percent nitrogen, 6 percent phosphorus, and 24 percent soluble potash.

## 2.4 EROSION CONTROL MATERIALS

- A. Excelsior blanket:
  - 1. Provide excelsior blanket consisting of a machine produced mat of wood excelsior of 80 percent 6 inches or longer fiber length.
  - 2. Provide cover with a 60-day photodegradable extruded plastic (polypropylene) or biodegradable natural (jute fiber) mesh netting having an approximate minimum opening of 5/8" x 5/8" to maximum opening of 2" x 2".
  - 3. Comply with the following:
    - Minimum width: 24 inches.
    - Minimum weight: 0.9 lbs./sq.yd.
    - Minimum length of roll: 150 feet.
- B. Knitted straw mat:
  - 1. Provide knitted straw mat consisting of machine assembled blanket of clean, weed-free straw from agricultural crops, approximately 1/2-inch loose thickness.
  - 2. Cover the top side of the blanket with a photodegradable plastic (polypropylene) or biodegradable natural (jute fiber) mesh netting of 3/8" x 3/8" square openings adhered to the straw by a knitting photodegradable or biodegradable thread.
  - 3. Supply the blanket in a protected rolled mat form of 6'-6" width and the dry weight not less than 0.70 pounds per square yard.
- C. Provide 6-inch long staples of 11 gauge wire to hold mat or blanket in place.

## 2.5 MULCH

- A. Vegetative mulch:
  - 1. Provide vegetative mulch for seeded areas of a high-quality, air-dried straw of wheat, rye, oats, beans, or other approved straw, free from grass, broom sedge, noxious weeds, and weed seeds detrimental to growth of grass.

- B. Hydraulic mulch:
  - 1. Provide virgin wood cellulose fibers complying with the following properties (percent by weight):
 

Moisture content	15
Organic matter, minimum	95
Water holding capacity	400
pH	4.3-8.5

2.6 SEED

- A. Provide new crop seed furnished in standard sealed containers bearing seed tags showing purity, germination, and weed seed content, free of all primary noxious weed seeds and seeds of other noxious weeds as stipulated in the IDOT Standard Specifications, complying with the following minimum requirements:

<u>Seed Type</u>	<u>Purity</u>	<u>Pure Live Seed</u>
Kentucky Bluegrass	97%	80%
Red Top	90%	78%
Creeping Red Fescue	97%	82%
Tall Fescue	98%	83%
Annual Ryegrass	97%	85%
Perennial Ryegrass	97%	85%
Oats	92%	88%
Winter Wheat	92%	89%

- B. In level areas to be used for lawns, use the following seed mixture:

<u>Seed Type</u>	<u>Lbs/Acre</u>
Kentucky Bluegrass	100
Perennial Ryegrass	60
Creeping Red Fescue	40

- C. In level and sloped areas where reduced mowing will occur, use the following seed mixture:

<u>Seed Type</u>	<u>Lbs/Acre</u>
Tall Fescue	100
Perennial Ryegrass	50
Creeping Red Fescue	40
Red Top	10
Annual Ryegrass	15

- D. For temporary erosion control seeding, use 130 lbs/acre of oats between March 1 and July 31 or 130 lbs/acre of winter wheat between August 1 to November 15.

PART 3 - EXECUTION

3.1 TOPSOIL PLACEMENT

- A. Scarify the compacted subgrade to a depth of 3 inches to receive the topsoil.

- B. Spread at least 4 inches of prepared topsoil in areas of new grading raked smooth and level.
- C. Grade flush with walks, curbs, and paving.

### 3.2 PREPARATION FOR SEEDING

- A. Do not start preparation until all other site and utility work and finished grading within the areas to be seeded have been completed.
- B. Till topsoil to a depth of at least 3 inches and smooth out all surface irregularities resulting therefrom. Leave area free of rocks or hard soil clods which will not pass through the tines of a standard garden rake.
- C. Take a test of the site soils to determine the need for application of agricultural limestone (soil pH less than 7.0). If agricultural limestone is needed, then at least 7 days before applying fertilizer, spread lime uniformly in sufficient quantity to produce in the soil a pH of 7.0. Work lime thoroughly into topsoil to a depth of 3 inches.
- D. Apply fertilizer uniformly at a rate of 7 lbs. per 1,000 sq.ft. Work fertilizer into soil prior to seeding.

### 3.3 SEEDING

- A. Seed all grassed areas disturbed by construction operations and as indicated on the Drawings.
- B. Sow seed between September 1 and November 1, or in spring from time ground can be worked until June 1.
- C. Apply seed during favorable climatic conditions. Do not seed in windy weather or when soil is very wet. Sow seed at the rate specified for each seed mixture.
- D. Broadcasting seeding method:
  - 1. Sow seed with mechanical seeder in two directions at right angles to each other to achieve an even distribution of seed.
  - 2. After seeding, rake seed lightly into ground and roll with a roller weighing between 100 and 200 pounds per foot of roller width.
- E. Hydraulic seeding method:
  - 1. When seed is applied with a hydraulic seeder, apply at a rate of not less than 1,000 gallons of slurry per acre containing the proper quantity of seed specified above.
  - 2. When using a hydraulic seeder, apply the fertilizer in a separate operation.

### 3.4 TEMPORARY EROSION CONTROL SEEDING

- A. Seed all erodible/bare areas with a temporary cover crop within 7 days of disturbance, unless the area is to have an alternative temporary or permanent soil erosion control measure implemented within 7 days of disturbance, or as directed by Engineer.
- B. Seed bed preparation will not be required if the soil is in a loose conditions. Light disking shall be done if the soil is hard packed or caked. Fertilizer will not be required.

### 3.5 EROSION CONTROL MATTING OR FABRIC

- A. Immediately after rolling seeded areas, place erosion control excelsior blanket or fiber mat on slopes steeper than 4 horizontal to 1 vertical. Unless otherwise indicated, also place erosion control material at sides and bottoms of ditches, swales, and all areas within 10 feet of catch basins in seeded areas.
- B. Apply erosion control in accordance with the IDOT "Standard Specifications".

### 3.6 MULCHING SEEDED AREAS

- A. Immediately after rolling seeded areas, apply mulch at the rate of 2 tons per acre within 24 hours after seeding. Use vegetative mulch on all seeded areas unless hydraulic seeding method is used.
- B. If the hydraulic mulch application method is to be used, apply the hydraulic mulch at a rate of 2,000 pounds per acre.
- C. Apply mulch in accordance with the IDOT Standard Specifications.

### 3.7 WATERING

- A. Immediately after placing mulch, water seeded areas thoroughly with a fine mist spray. Keep soil thoroughly moist until seeds have sprouted and achieved a growth of 1-inch.

### 3.8 PROTECTION OF WORK

- A. Protect newly seeded areas from all traffic by erecting temporary fences and signs. Protect slopes from erosion. Properly and promptly repair all damaged work when required.

### 3.9 APPLICATION OF FERTILIZER

- A. Six weeks after completion of seeding apply granular fertilizer over all areas at the rate of 2 lbs. of nitrogen nutrients per 1,000 sq.ft. of area.

3.10 CLEAN-UP

- A. At the time of final inspection of work, but before final acceptance, remove from seeded areas all debris, rubbish, excess materials, tools, and equipment.

3.11 MAINTENANCE

- A. Provide watering, mowing, and replanting and continue as necessary until a close healthy stand of specified grasses is established.
- B. Replace lawns not showing a close uniform stand of healthy specified grasses at the end of the guaranty period and maintain until acceptance.

END OF SECTION

LAWNS AND GRASSES  
32 92 00.16-6 (211606.40)

SECTION 33 31 43

SANITARY SEWER MANHOLE REHABILITATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide sanitary sewer manhole rehabilitation as shown on the Drawings, as specified herein, and as needed for a complete and proper installation, and in accordance with the latest revision of the "Standard Specifications for Water and Sewer Main Construction in Illinois", except as revised herein.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- C. References – (Reserved).

1.2 SUBMITTALS

- A. Shop Drawing Submittals – (Reserved).
- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).

1.3 QUALITY ASSURANCE – (Reserved).

1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

1.5 SITE CONDITIONS – (Reserved).

1.6 MAINTENANCE – (Reserved).

PART 2 - PRODUCTS

2.1 MANHOLES

- A. Frames and covers:
  - 1. Provide cast iron frames and covers with heavy duty indented top with solid self-sealing lids and machined bearing surfaces, stamped with the word "SANITARY".

SANITARY SEWER MANHOLE REHABILITATION  
33 31 43-1 (211606.40)

- a. Provide covers with concealed pickholes.
  - b. Acceptable products: Neenah R-1713, East Jordan 1050 EXHD, or equal.
  - c. See plans for Owner's Cover Detail.
  - 2. Provide bolted and gasketed watertight frame and cover where shown on the Drawings.
    - a. Acceptable products: Neenah R-1916-C, East Jordan 105026 EXHD, or equal.
- B. External Frame seal:
- 1. Provide frame seals consisting of a flexible external rubber sleeve and extension and stainless steel compression bands.
  - 2. Rubber sleeve and extension:
    - a. Provide rubber sleeve and extension complying with ASTM C923.
    - b. Comply with a minimum 1500 psi tensile strength, maximum 18 percent compression set and a hardness (durometer) of 48±5.
    - c. Provide sleeve with a minimum thickness of 3/16-inch and unexpanded vertical heights of 6 or 9 inches.
    - d. Provide extension having a minimum thickness of 3/16-inch.
  - 3. Compression band:
    - a. Provide compression band to compress the sleeve against the manhole.
    - b. Use 16 gauge stainless steel conforming to ASTM A240 Type 304 with no welded attachments and having a minimum width of 1-inch.
    - c. Make a watertight seal having a minimum adjustment range of 2 diameter inches.
    - d. Provide stainless steel screws, bolts, and nuts conforming to ASTM F593 and 594, Type 304.
  - 4. Acceptable products:
    - a. Cretex Specialty Products.
    - b. Or equal.
- C. Internal frame seal:
- 1. Provide rubber gasket consisting of flexible synthetic rubber sleeve and stainless steel expansion bands.
    - a. Sleeve material conforming to ASTM C923 with a hardness of 45 durometer, 3/16-inch minimum thickness, double pleated sleeve capable of vertical expansion of 2 inches when installed.
    - b. Expansion bands to compress sleeve in place: 16 gauge minimum thickness, Type 304, ASTM A2740 stainless steel construction.
      - (1) Minimum bank width: 1-3/4 inches.
      - (2) All screw and bolt fasteners: Type 304, ASTM A276, stainless steel.
      - (3) Rubber gasket capable of removal and adjustment in the field after initial installation without damage to the rubber sleeve, extensions, and bands.
  - 2. Provide accessories when required by each application.
    - a. Tapered sleeve for sloped sealing surfaces.

- b. Wedge inserts of same construction as sleeve.
  - c. Sleeve extension of synthetic rubber construction, height as necessary to seal manhole frame and all existing adjusting rings to the cone section/corbel.
3. Acceptable manufacturers:
- a. Cretex Specialty Products.
  - b. Or equal.

### PART 3 - EXECUTION

#### 3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

#### 3.2 FIELD MEASUREMENTS

- A. Make necessary measurements in the field to assure precise fit of items in accordance with the Drawings.
  - 1. Measure the inside diameter of each manhole frame requiring a replacement cover and provide a cover of the proper size for a watertight fit.
  - 2. Measure the diameter and depth of the existing adjusting rings and provide an internal frame seal of the proper size for a watertight fit.

#### 3.3 MANHOLES

- A. General:
  - 1. Provide external chimney seals where the frames are to be replaced or re-set as indicated on Drawings.
  - 2. Provide internal chimney seal where indicated on Drawings.
  - 3. Provide concealed pickhole covers where indicated on the Drawings.
  - 4. Provide bolt-down watertight frames and covers where indicated on the Drawings.
- B. Frames and covers: Unless otherwise shown on the Drawings or as directed by the Owner, adjust or set new frames and covers:
  - 1. In paved areas: So that the top of the cover will be flush with the finished pavement.
    - a. Sawcut pavement around manhole frame.
    - b. Patch pavement to match existing as specified in Section 32 10 00.19.
  - 2. In unpaved areas: To drain away from the manhole.
    - a. Provide topsoil and seed to disturbed areas as specified in Section 32 92 00.16.
  - 3. With flexible watertight gaskets.

SANITARY SEWER MANHOLE REHABILITATION  
33 31 43-3 (211606.40)

4. With grade rings not to exceed 8 inches.
5. Anchor bolt-down watertight frame and covers through grade rings to top of manhole cone or flat top with a minimum of four 1/2-inch stainless steel anchors.

#### 3.4 MANHOLE INTERNAL FRAME SEAL

- A. Install internal rubber gasket in the manhole chimney.
  1. Provide watertight gasket to eliminate leakage between the frame and each adjusting ring down to and including cone section.
    - a. Install rubber gasket in accordance with manufacturer's recommendations.
    - b. Field verify for suitable dimensions and layout before installation.
    - c. Provide chimney seal extensions as required.

#### 3.5 MANHOLE EXTERNAL FRAME SEAL

- A. Install external rubber gasket on the manhole frame and chimney.
  1. Provide watertight gasket to eliminate leakage between the frame and each adjusting ring down to and including cone section.
- B. Clean surface and prepare the lower 2 inches of the manhole frame and exterior of all adjusting rings and cone section/corbel surfaces.
  1. Realign frame on adjusting rings or corbel as required.
- C. Repair and apply mortar grout to the adjusting rings as required to provide a smooth, circular surface for the rubber gasket.
- D. Install rubber gasket in accordance with manufacturer's recommendations.
  1. Field verify for suitable dimensions and layout before installation.
  2. Utilize sealing caulk where required.
- E. Test installation by flooding area around the manhole with water before backfilling and surface restoration.
  1. Gaskets are required to provide watertight seal at openings between the frame and adjusting rings and between adjacent adjusting rings down to the cone/corbel section.
  2. Reinstall and retest failing gaskets at no additional cost to Owner.

END OF SECTION

## SECTION 33 39 13.53

## MANHOLE REHABILITATION – INTERIOR SEALING, CEMENT

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Provide sanitary sewer manhole rehabilitation as shown on the Drawing, as specified herein, and as needed for a complete and proper installation, and in accordance with the latest revision of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, except as revised herein.
- B. This specification shall govern all work, materials, and equipment required for substrate rehabilitation for the purpose of eliminating infiltration, exfiltration, repair of voids, and restoration of the structural integrity of the substrate as a result of applying a monolithic fiber-reinforced structural cementitious coating to the bench, walls and adjusting rings surfaces of brick, concrete, or other masonry construction materials.
- C. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Division 01 - General Requirements of these Specifications.
- D. References – (Reserved).

## 1.2 SUBMITTALS

- A. Shop Drawing Submittals:
  - 1. Technical data sheet on each product used, including ASTM test results indicating the product is suitable for its intended use per these specifications.
  - 2. Material Safety Data Sheets (MSDS) for each product used.
  - 3. Manufacturer’s recommended installation procedures and surface preparation requirements.
  - 4. Project specific guidelines and recommendations.
  - 5. Qualification of Applicator:
    - a. Manufacturer certification that applicator has been trained and approved in the handling, mixing, and application of the products to be used.
    - b. Certification that the equipment to be used for applying the product has been manufactured or approved by the protective coating manufacturer and the applicator personnel have been trained and certified for the proper use of the equipment.
    - c. Five (5) recent references of applicator indicating successful application of intended product(s).

## MANHOLE REHABILITATION – INTERIOR SEALING, CEMENT

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- d. Proof of any necessary federal, state, or local permits or licenses necessary to complete the project.
- 6. Design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing.

- B. Operation and Maintenance Manuals – (Reserved).
- C. Certificates and Guarantees – (Reserved).
- D. Spare Parts – (Reserved).
- E. Submit compressive strength test results of cement coating prior to submitting final application for payment.
- F. Comply with pertinent provisions of Section 01 33 01.

### 1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use only approved equipment designed and manufactured by the material supplier specifically for the application of cementitious coatings in sanitary systems.

### 1.4 DELIVERY, STORAGE, AND HANDLING – (Reserved).

### 1.5 SITE CONDITIONS – (Reserved).

### 1.6 MAINTENANCE – (Reserved).

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Provide prepackaged materials that are designed, manufactured, and intended for sewer manhole rehabilitation and the specific application in which they are used. Each material shall be designed for application over damp surfaces without degradation of the final product or the bond between the product and the manhole surface.
  - 1. Properly clean and prepare all surfaces as specified and required for the application of the intended products.
  - 2. Fill all voids and irregularities with structurally sound materials as specified before applying the cementitious mortar.
  - 3. Stop all active points of infiltration using chemical or cement grout as specified prior to applying the cementitious mortar.

MANHOLE REHABILITATION – INTERIOR SEALING, CEMENT  
33 39 13.53-2 (211606.40)

4. Apply a high strength, fiber-reinforced cementitious mortar either by manually spraying or centrifugally casting in a uniform, prescribed thickness.
5. Finish all surfaces with a trowel finish followed by a brushed finish.

## 2.2 INTERIOR MANHOLE SEALING

- A. Minor Infiltration Control Material:
  1. Use a rapid setting cementitious product to stop minor water infiltration with the following minimum requirements:
    - a. Compressive strength (ASTM C 109): 1,000 psi, 1 hr.; 2,500 psi, 24 hrs.
    - b. Set time: <1.0 minute.
  2. Acceptable manufacturers/products:
    - a. Strong-Seal Corp., Strong-Plug.
    - b. Sauereisen, Instaplug No. F-180.
    - c. Or equal.
- B. Patching Material:
  1. Use a quick setting fiber reinforced calcium aluminate corrosion resistant material for filling voids with the following minimum requirements:
    - a. Compressive strength (ASTM C 109): 1,800 psi, 24 hrs.
    - b. Bond (ASTM C882): 1,600 psi, 28 days.
    - c. Applied density: 105 lbs/ft<sup>3</sup>.
    - d. Shrinkage (ASTM C 490): 0% at 90% R.H.
    - e. Set Time: <30 minutes.
  2. Acceptable manufacturers/products:
    - a. Strong-Seal Corp., QSR.
    - b. Sauereisen, Underlayment F-120.
    - c. Or equal.
- C. Cementitious Mortar for Monolithic Liner:
  1. Use a fiber reinforced Portland cement based product with the following minimum requirements at 28 days for forming a structural monolithic covering all interior substrate surfaces:
    - a. Use Type I or Type III Portland Cement.
    - b. Compressive strength (ASTM C 109): 6,500 psi.
    - c. Tensile strength (ASTM C 496): 600 psi.
    - d. Flexural strength (ASTM C 293): 1,000 psi.
    - e. Shrinkage (ASTM C 490): 0-percent at 90-percent R.H.
    - f. Shear bond strength (ASTM C 882): 2,000 psi.
    - g. Applied density: 134 lbs/ft<sup>3</sup>.
  2. Acceptable manufacturers/products:
    - a. Strong-Seal Corp., MS-2A.
    - b. Sauereisen, Substrate Resurfacer No. F-121FBR.
    - c. Or equal.

## PART 3 - EXECUTION

### 3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Protect utilities in area of construction.
  - 1. Contact JULIE at any locations where excavation is required.
- C. Restore all areas of construction to preconstruction condition, including streets, sidewalks, curbs, trees and shrubbery of same type and size, and lawns and parkways.

### 3.2 FIELD MEASUREMENTS AND INSPECTIONS

- A. Make necessary inspections and measurements in the field to assure application methods and materials are in accordance with these Specifications and manufacturers recommendations.
- B. Comply with all local, state, and federal regulatory agency requirements regarding environment, health, and safety.

### 3.3 SURFACE PREPARATION

- A. Place covers over invert to prevent extraneous material from entering the sewer lines before cleaning.
- B. Remove all loose material from manhole wall and bench using a high pressure water spray.
  - 1. Minimum water pressure: 3,000 psi.
  - 2. Remove loose and protruding brick mortar, and concrete using mason's hammer and chisel.
  - 3. Remove oil, grease, roots, or other contaminants that may inhibit bonding of the rehabilitation materials.
  - 4. Fill voids and active leaks on the bench, pipe seals, and in the trough as necessary with patching mix as recommended by the manufacturer. Shape cement across bench and trough to provide a smooth transition.
  - 5. If required, drill and pressure grout large leaks as recommended by the manufacturer.

### 3.4 INTERIOR MANHOLE SEALING

- A. Apply cement coating to all interior manhole surfaces including bench, walls and adjusting rings in strict accordance with manufacturer's recommendations.
  - 1. Do not apply coatings if ambient temperature is below 50 degrees Fahrenheit or higher as recommended by the manufacturer.

MANHOLE REHABILITATION – INTERIOR SEALING, CEMENT  
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2. Comply with manufacturers recommendations for mixing, application and cure.
3. Saturate all surfaces with clean water immediately before application of sealing material.
4. Spray apply cement material up to one (1) inch thick in one or more passes.
5. Final thickness of cement coating for all surfaces of the manholes is a minimum of ½-inch.
6. Apply multiple coats as necessary only after the initial coat has initially set.
7. Follow manufacturers requirements for setting before applying subsequent coats.
8. Trowel the surface to a relatively smooth finish regardless of the requirements of the manufacturer.
9. Brush finish the trowel-finished surface regardless of the requirements of the manufacturer.
10. Spray the bench in such a manner to provide a minimum 0.5-percent slope from the walls to the invert.
11. Remove all cement material from steps as a result of the rehabilitation.
12. Protect coating from sunlight during curing process.
  - a. Allow minimum curing time of 4 hours before being subjected to active flow.
13. Re-apply coating to area determined to be unacceptable by the Owner.

### 3.5 TESTING

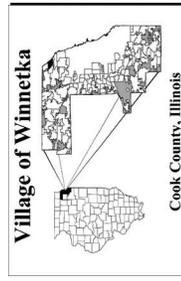
- A. For cement coatings, cast a minimum of four 2-inch cubes each day or from every 50 bags of product used for testing in accordance with the manufacturer's direction.
  1. Submit samples to third party, independent laboratory for testing.
  2. Test for compressive strength as described in ASTM C 109-08.
- B. Perform the following test on ten-percent of the manholes rehabilitated as selected by the Owner.
  1. Vacuum Test:
    - a. Conduct tests no earlier than seven days after application.
    - b. Comply with ASTM C 1244-93.

END OF SECTION

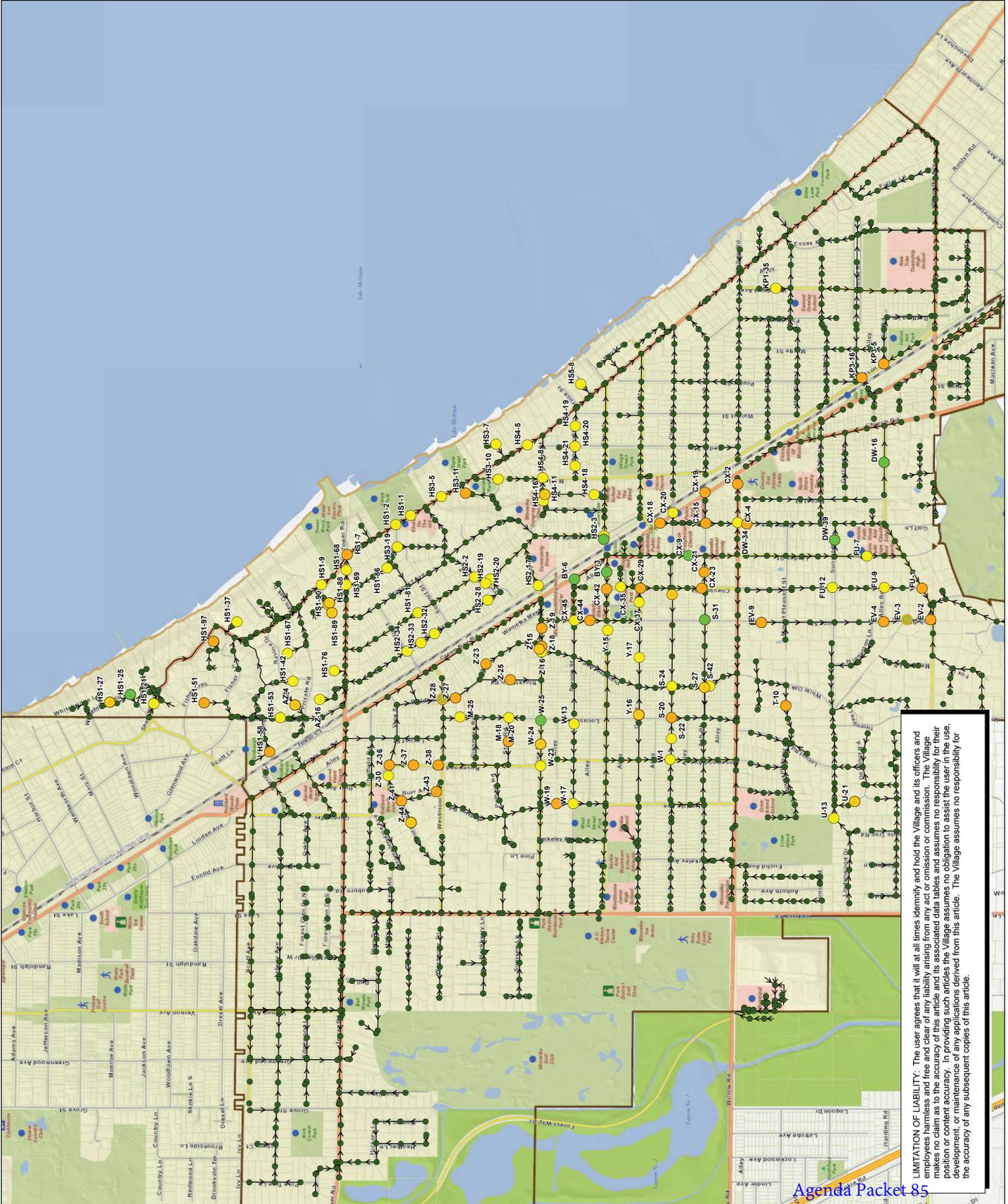
**Village of Winnetka**  
Sanitary Manhole Lining



- INTERNAL SEAL ADJUSTMENT AND EXTERNAL CHIMNEY SEAL
- MANHOLE COVER REPLACEMENT AND EXTERNAL CHIMNEY SEAL INSTALLATION
- INTERNAL CHIMNEY SEAL INSTALLATION
- MANHOLE COVER REPLACEMENT
- FULL CEMENT COATING



Date: 12/30/2021



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2022 Manhole Lining  
Village of Winnetka

Manhole No.	Surface Type	Structure Depth (ft)	Structure Diameter (in)	Replace Cover	Replace Frame & Cover (External Chimney Seal included)	Seal & Adjust Frame (External Chimney Seal included)	Internal Chimney Seal	Cementitious Manhole Sealing
0008805	Grass/Dirt	9.0	36"			X		X
81189	Asphalt	4.6	48"					X
0081190	Asphalt	6.2	48"			X		
AZ-16	Grass/Dirt	4.9	36"					X
AZ-4	Grass/Dirt	8.2	48"	X		X		X
BY-3	Asphalt	9.3	36"	X			X	
BY-6	Asphalt	8.9	36"				X	X
CX-15	Asphalt	10.1	36"	X				X
CX-18	Asphalt	5.7	48"	X				X
CX-19	Grass/Dirt	6.1	48"	X				X
CX-2	Asphalt	12.0	36"	X				X
CX-20	Asphalt	8.3	48"					X
CX-21	Asphalt	10.5	36"	X				X
CX-23	Asphalt	10.6	48"	X				X
CX-29	Asphalt	10.1	48"	X				X
CX-35	Asphalt	8.4	36"					X
CX-37	Asphalt	10.3	36"					X
CX-4	Asphalt	13.3	48"					X
CX-42	Asphalt	9.9	36"	X				X
CX-44	Asphalt	9.5	36"	X				X
CX-45	Asphalt	9.1	36"					X
CX-9	Asphalt	10.7	36"				X	
DW-16	Asphalt	11.3	48"	X			X	
DW-34	Asphalt	7.5	48"	X				X
DW-39	Asphalt	13.6	48"	X			X	
EV-2	Asphalt	15.5	36"	X				X
EV-3	Grass/Dirt	12.4	36"		X			X

2022 Manhole Lining  
Village of Winnetka

Manhole No.	Surface Type	Structure Depth (ft)	Structure Diameter (in)	Replace Cover	Replace Frame & Cover (External Chimney Seal included)	Seal & Adjust Frame (External Chimney Seal included)	Internal Chimney Seal	Cementitious Manhole Sealing
EV-4	Asphalt	10.1	36"	X				X
EV-9	Asphalt	8.2	36"	X				X
FU-1	Grass/Dirt	10.8	36"	X				X
FU-12	Asphalt	7.9	36"					X
FU-7	Asphalt	8.2	36"					X
FU-9	Asphalt	9.0	36"					X
HS1-1	Asphalt	12.7	36"					X
HS1-2	Asphalt	14.1	48"					X
HS1-21	Asphalt	4.5	48"					X
HS1-25	Grass/Dirt	11.1	48"	X			X	
HS1-27	Grass/Dirt	13.3	48"	X		X		
HS1-37	Asphalt	6.8	48"					X
HS1-42	Grass/Dirt	5.2	48"					X
HS1-51	Grass/Dirt	10.5	48"	X				X
HS1-53	Asphalt	7.1	48"					X
HS1-58	Asphalt	6.9	48"	X				X
HS1-67	Grass/Dirt	4.4	36"					X
HS1-68	Asphalt	11.8	36"					X
HS1-69	Asphalt	11.4	36"					X
HS1-7	Asphalt	13.1	36"	X				X
HS1-76	Grass/Dirt	5.5	36"					X
HS1-81	Asphalt	9.8	36"					X
HS1-86	Asphalt	10.4	36"					X
HS1-88	Grass/Dirt	5.8	48"	X		X		X
HS1-89	Grass/Dirt	6.3	36"	X		X		
HS1-9	Asphalt	9.5	36"					X
HS1-90	Asphalt	5.7	48"					X

2022 Manhole Lining  
Village of Winnetka

Manhole No.	Surface Type	Structure Depth (ft)	Structure Diameter (in)	Replace Cover	Replace Frame & Cover (External Chimney Seal included)	Seal & Adjust Frame (External Chimney Seal included)	Internal Chimney Seal	Cementitious Manhole Sealing
HS1-97	Grass/Dirt	5.6	36"	X				X
HS2-17	Asphalt	9.1	36"					X
HS2-19	Asphalt	10.3	48"					X
HS2-2	Asphalt	10.4	36"					X
HS2-20	Asphalt	10.5	48"					X
HS2-28	Asphalt	8.1	36"					X
HS2-3	Asphalt	11.4	36"	X			X	
HS2-32	Asphalt	12.5	36"					X
HS2-33	Asphalt	9.4	36"					X
HS2-34	Asphalt	6.3	36"					X
HS3-10	Asphalt	6.3	36"					X
HS3-11	Grass/Dirt	4.9	36"	X				X
HS3-19	Asphalt	6.2	36"					X
HS3-5	Asphalt	10.0	48"					X
HS3-7	Asphalt	10.8	48"					X
HS4-11	Asphalt	8.2	36"					X
HS4-16	Grass/Dirt	10.8	36"			X		X
HS4-18	Grass/Dirt	14.5	36"					X
HS4-19	Asphalt	6.5	36"					X
HS4-20	Asphalt	7.6	36"					X
HS4-21	Asphalt	10.1	36"					X
HS4-5	Asphalt	11.1	48"					X
HS4-8	Asphalt	10.5	36"					X
HS5-8	Asphalt	6.4	36"					X
KP1-35	Asphalt	9.1	36"					X
KP3-16	Concrete/ Pavement	8.9	36"	X				X
KP3-5	Asphalt	8.6	48"	X				X

2022 Manhole Lining  
Village of Winnetka

Manhole No.	Surface Type	Structure Depth (ft)	Structure Diameter (in)	Replace Cover	Replace Frame & Cover (External Chimney Seal included)	Seal & Adjust Frame (External Chimney Seal included)	Internal Chimney Seal	Cementitious Manhole Sealing
M-18	Grass/Dirt	23.4	48"	X				X
M-20	Concrete/Pavement	15.2	48"					X
M-25	Asphalt	16.1	36"					X
RJN-HS1-96-3	Grass/Dirt	5.9	48"			X		
RJN-W-13-A	Grass/Dirt	10.5	48"	X				X
S-20	Asphalt	5.5	36"	X				X
S-22	Grass/Dirt	6.0	48"					X
S-24	Asphalt	6.9	36"					X
S-27	Concrete/Pavement	7.2	36"			X		
S-31	Asphalt	7.0	36"	X			X	
S-42	Grass/Dirt	4.2	36"					X
T-10	Other	14.7	36"	X				X
U-13	Concrete/Pavement	10.7	36"					X
U-21	Grass/Dirt	8.5	36"			X		X
W-1	Asphalt	5.6	36"					X
W-13	Grass/Dirt	9.8	36"					X
W-17	Concrete/Pavement	6.5	36"					X
W-19	Asphalt	6.2	36"	X				X
W-23	Concrete/Pavement	6.5	48"					X
W-24	Grass/Dirt	11.8	36"			X		X
W-25	Concrete/Pavement	11.6	36"				X	
Y-15	Grass/Dirt	8.6	36"					X
Y-16	Grass/Dirt	5.8	36"	X		X		X
Y-17	Asphalt	8.7	36"					X
Z-15	Grass/Dirt	11.5	48"	X		X		
Z-16	Asphalt	9.5	48"					X
Z-18	Grass/Dirt	10.1	36"	X				X

2022 Manhole Lining  
Village of Winnetka

Manhole No.	Surface Type	Structure Depth (ft)	Structure Diameter (in)	Replace Cover	Replace Frame & Cover (External Chimney Seal included)	Seal & Adjust Frame (External Chimney Seal included)	Internal Chimney Seal	Cementitious Manhole Sealing
Z-19	Grass/Dirt	9.0	36"	X				X
Z-23	Concrete/Pavement	8.3	48"	X				X
Z-25	Grass/Dirt	12.6	36"	X				X
Z-27	Asphalt	15.1	48"	X				X
Z-28	Grass/Dirt	5.6	48"		X			X
Z-30	Asphalt	17.6	Other					X
Z-36	Asphalt	11.7	36"	X				X
Z-37	Concrete/Pavement	11.4	36"	X				X
Z-38	Asphalt	7.5	36"	X				X
Z-41	Asphalt	8.5	Other	X				X
Z-43	Asphalt	5.8	Other	X				X
Z-44	Grass/Dirt	5.0	Other	X		X		X
Z-46-A	Asphalt	19.8	Other	X				X

# ATTACHMENT 2

## VILLAGE OF WINNETKA

### 2022 SANITARY SEWER MANHOLE REHAB.

REB #022-014  
**BID TABULATION**

		<b>LOWEST BIDDER</b>											
		Archon Construction Co 563 S. RL 53 Address, IL 60101		Kim Construction Company 3142 Holeman Drive Steger, IL 60475		Structured Solutions, LLC 814 W. Pearl St. Union City, IN 47390		Duke's Root Control 400 Airport Road, Suite E Elgin, IL 60123		Benchmark Constructions Co. 2260 Southwind Blvd Bartlett, IL 60103		National Power Rodding, Corp. 2500 W Arthington St. Chicago, IL 60612	
NO	PAY ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Interior Manhole Sealing		TOTAL										
	3 FT Dia	ft	750	\$ 109.10	\$ 81,825.00	\$ 170.00	\$ 127,900.00	\$ 215.00	\$ 161,250.00	\$ 235.00	\$ 176,250.00	\$ 525.00	\$ 393,750.00
	4 FT Dia	ft	450	\$ 119.70	\$ 53,865.00	\$ 385.00	\$ 172,625.00	\$ 228.00	\$ 102,600.00	\$ 275.00	\$ 123,750.00	\$ 550.00	\$ 247,500.00
2	Replace Cover	each	50	\$ 347.60	\$ 17,380.00	\$ 325.00	\$ 16,250.00	\$ 425.00	\$ 21,250.00	\$ 325.00	\$ 16,250.00	\$ 800.00	\$ 40,000.00
3	Replace Frame and Solid Cover Unpaved Area	each	1	\$ 1,878.00	\$ 1,878.00	\$ 2,980.00	\$ 2,980.00	\$ 2,500.00	\$ 2,500.00	\$ 2,150.00	\$ 2,150.00	\$ 5,500.00	\$ 5,500.00
4	Replace Frame and Bolt Down Cover Unpaved Area	each	1	\$ 2,510.60	\$ 2,510.60	\$ 3,000.00	\$ 3,000.00	\$ 2,900.00	\$ 2,900.00	\$ 2,600.00	\$ 2,600.00	\$ 5,500.00	\$ 5,500.00
5	Adjust Frame and Install External Chimney Seal Paved Area	each	2	\$ 2,128.90	\$ 4,257.80	\$ 3,500.00	\$ 7,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,450.00	\$ 6,900.00	\$ 4,800.00	\$ 9,600.00
	Unpaved Area	each	12	\$ 1,635.30	\$ 19,623.60	\$ 2,580.00	\$ 30,960.00	\$ 1,800.00	\$ 21,600.00	\$ 1,750.00	\$ 21,000.00	\$ 4,400.00	\$ 52,800.00
6	Install Internal Chimney Seal	each	9	\$ 753.40	\$ 6,780.60	\$ 600.00	\$ 5,400.00	\$ 1,200.00	\$ 10,800.00	\$ 800.00	\$ 7,200.00	\$ 1,500.00	\$ 13,500.00
TOTAL: AS CALCULATED				\$ 188,120.60	\$ 276,340.00	\$ 326,900.00	\$ 326,900.00	\$ 388,100.00	\$ 388,100.00	\$ 389,800.00	\$ 389,800.00	\$ 768,150.00	\$ 768,150.00
TOTAL: AS READ				\$ 188,120.60	\$ 276,340.00	\$ 326,900.00	\$ 326,900.00	\$ 388,100.00	\$ 388,100.00	\$ 389,800.00	\$ 389,800.00	\$ 768,150.00	\$ 768,150.00



## Agenda Item Executive Summary

**Title:** Resolution No. R-43-2022: 2022 Sidewalk and Curb Replacement Program  
(Adoption)

**Presenter:** James J. Bernahl, Director of Engineering

**Agenda Date:**

**Consent:**     YES                       NO

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

**Item History:**

2022 Budget Item: Account No. 100.30.01-650 - \$150,000

**Executive Summary:**

On March 11, 2022, the Village held a bid opening for the 2022 Sidewalk Program and Curb Replacement Program. This is a multi-year (2022-2024) contract with the possibility of an extension through 2025 and 2026 if both the Village and the contractor are agreeable. The program includes the removal and replacement of sidewalk and curb on various location in the Village. A total of four bids were received and read aloud. Bids are summarized as follows:

- Schroeder & Schroeder Inc - \$133,700.00
- Globe Construction Inc - \$165,490.00
- Sumit Construction - \$177,000.00
- Alliance Contractors Inc - \$258,817.50

The bids were reviewed for accuracy and completeness, and based upon the Village's estimated quantities, Schroeder & Schroeder was determined to be apparent low bidder for the project. Staff recommends accepting this 3-year contract with Schroeder & Schroeder for 2022 to 2024 with possibility of an extension through 2025 and 2026.

Schroeder & Schroeder has successfully completed concrete replacement projects for Winnetka and other communities in the past, and has performed their work to the satisfaction of the Village.

The FY 2022 Budget (account #100.30.01-650) contains \$150,000 for this project. The Village staff will adjust its quantities, as necessary, in order to stay within the budgeted amount of \$150,000.

**Recommendation:**

Consider adopting Resolution No. R-43-2022, awarding a multi year contract to Schroeder & Schroeder, Inc. for 2022 to 2024 Sidewalk Program and Curb Replacement Program for an annual amount not to exceed \$150,000, with the option to extend the contract into 2025 and 2026.

**Attachments:**

1. Resolution R-43-2022: 2022 Sidewalk and Curb Replacement Program
2. Bid Tab

# ATTACHMENT 1

RESOLUTION NO. R-43-2022

## **A RESOLUTION AWARDING A CONTRACT TO SCHROEDER & SCHROEDER, INC FOR 2022-2024 SIDEWALK AND CURB REPLACEMENT PROGRAM**

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

**WHEREAS**, the Village has appropriated funds for the procurement of the repair and replacement of certain sidewalks and curbs (“*Work*”) located within the Village; and

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

**WHEREAS**, the Village received bids for the Work from four bidders and opened the bids on March 11, 2022; and

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

**WHEREAS**, the Village Council desires to enter into a contract with Contractor for performance of the Work within the Village's corporate boundaries in an amount not to exceed \$150,000.00 (“*Contract*”); and

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

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

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

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

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

**SECTION 4: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT.** The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, two renewal options of the Contract if: (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options is substantially similar to the Renewal Options in

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

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

**ADOPTED** this 5th day of April 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

**EXHIBIT A**

**CONTRACT FOR THE  
CONSTRUCTION OF  
ANNUAL SIDEWALK PROGRAM  
(MULTI-YEAR CONTRACT)**

**VILLAGE OF WINNETKA  
 CONTRACT FOR THE CONSTRUCTION OF  
 ANNUAL SIDEWALK PROGRAM  
 (MULTI-YEAR CONTRACT)**

Contract Number:

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**Contractor’s Certification**

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** List of Locations
- Appendix 1:** Schedule of Quantities

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION OF  
ANNUAL SIDEWALK PROGRAM  
(MULTI-YEAR CONTRACT)**

Contract Number: 022-002

In consideration of the mutual promises set forth below, the Village of Winnetka, 1390 Willow Road, Winnetka, Illinois, 60093 (“*Owner*”), and \_\_\_\_\_ (“*Contractor*”), make this Contract as of \_\_\_\_\_, 20\_\_\_\_, (the “*Effective Date*”) and hereby agree as follows:

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

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

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

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

## 1.2 Commencement and Completion Dates

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

## 1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information 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 blueline 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 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 Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

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

**1.6 Technical Ability to Perform**

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

**1.7 Financial Ability to Perform**

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

**1.8 Time**

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

**1.9 Safety at the Work Site**

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

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

**1.10 Cleanliness of the Work Site and Environs**

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

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

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

**1.12 Subcontractors and Suppliers**

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

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

**1.13 Simultaneous Work By Others**

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

**1.14 Occupancy Prior to Final Payment**

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

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written

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

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

## ARTICLE II: CHANGES AND DELAYS

### 2.1 Changes

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

### 2.2 Delays

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

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

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

**3.1 Inspection; Testing; Correction of Defects**

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

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

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

**3.2 Warranty of Work**

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

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

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to

Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

**3.3 Owner's Right to Correct**

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

**ARTICLE IV: FINANCIAL ASSURANCES**

**4.1 Bonds**

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

**4.2 Insurance**

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

**4.3 Indemnification**

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

**ARTICLE V: PAYMENT**

**5.1 Contract Price**

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

**5.2 Taxes and Benefits**

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

**5.3 Progress Payments**

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

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

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

**5.4 Final Acceptance and Final Payment**

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

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

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

**5.5 Liens**

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

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

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

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

## 5.6 Deductions

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

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## ARTICLE VI: DISPUTES AND REMEDIES

### 6.1 Dispute Resolution Procedure

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

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

### 6.2 Contractor's Remedies

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

### 6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Additional Remedy for Delay**

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

#### **6.5 Terminations and Suspensions Deemed for Convenience**

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

### **ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS**

#### **7.1 Binding Effect**

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

#### **7.2 Relationship of the Parties**

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

#### **7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

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

**7.4 Assignment**

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

**7.5 Confidential Information**

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

**7.6 No Waiver**

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

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

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

**7.8 Notices**

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

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

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

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

	<u>with a copy to:</u>
<u>Contractor Name:</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); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the Village 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 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:

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

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

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

***[name of contractor]***

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

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

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

Attest:

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

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

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

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

SS

CONTRACTOR’S CERTIFICATION

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

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

DATED: \_\_\_\_\_, 20\_\_.

*[name of contractor]*

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

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

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

Attest:

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

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

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

Subscribed and Sworn to before me on \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

**VILLAGE OF WINNETKA  
 CONTRACT FOR THE CONSTRUCTION OF  
 ANNUAL SIDEWALK PROGRAM  
 (MULTI YEAR CONTRACT)**

**APPENDIX 1**

**SCHEDULE OF QUANTITIES**

Item No.	UNIT PRICE ITEM	UNIT	ESTIMATED QTY*	PRICE PER UNIT	EXTENDED AMOUNT
1	PCC Sidewalk Removal & Replacement	SF	12000	8.75	105,000.00
2	Detectable Warning	SF	150	45.00	6 750.00
3	Barrier Curb Variable Height, Special	LF	SO	30.00	1 500.00
4	Combination Concrete Curb & gutter Removal & Replacement	LF	100	30.00	3,000.00
5	Aggregate for Temporary Driveway Access	TON	10	15.00	150.00
6	PCC Driveway Removal & Replacement, 6"	SY	SO	70.00	3 500.00
7	HMA Driveway Removal & Replacement, 2"	SY	SO	44.00	2 200.00
8	PCC Pavement Patch, 9"	SY	SO	80.00	4 000.00
9	HMA Pavement Patch, 2"	SY	100	44.00	4 400.00
10	Tree Grate	EACH	4	500.00	2 000.00
11	VV, MH, Inlet, CB to be Adjusted	EACH	6	200.00	1,200.00

\* The estimated quantities listed in the bid table are for reference only and subjected to change based on Budget

TOTAL CONTRACT PRICE (write in numbers only):

\$ 133,700.00

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION OF  
ANNUAL SIDEWALK PROGRAM  
(MULTI-YEAR CONTRACT)**

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

**1. Project:**

The work includes the construction of new and/or the rehabilitation of sidewalks in accordance with the specification and details set forth in the bid documents. The project includes removing and replacing or constructing curbs, sidewalks, sidewalk ramps, and driveways according to ADA requirements and 2” HMA patches. The project also includes some demolition of concrete sidewalks, ramps and curbs within the Village of Winnetka. The construction of these items shall include labor, material, traffic control (if necessary), equipment and any other necessary incidentals needed to complete the construction.

The project will be based on a unit price bid for items listed in the schedule of quantities. The unit price will determine the quantity of sidewalk to be constructed for each year’s budgeted sidewalk improvements. After awarding the contract, work orders will be given to the contractor to construct segments of sidewalks, per the details in the bid documents.

This is the multi-year (3 years) contract with optional (2) 1-year extensions. This contract needs to be renewed yearly with the approval of unit prices in between the contractor and the Village of Winnetka. The contractor needs to send the yearly unit price in the start of each year for the Village approval. If the contractor and the Village of Winnetka are not able to agree on unit prices, Village may terminate this contract.

**2. Work Site:**

Village of Winnetka

**3. Permits, Licenses, Approvals, and Authorizations:**

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

**[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]**

No Exceptions

4. **Commencement Date:**

the date of execution of the Contract by Owner.

\_\_\_ days after execution of the Contract by Owner.

\_\_\_\_\_, 20\_\_\_\_

6. **Completion Date:**

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

August 20, 2022, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

7. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.



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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

The Additional Insured endorsement must identify Owner as follows:

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

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

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

8. Contract Price:

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

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

\$ \_\_\_\_\_

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

B. UNIT PRICE CONTRACT

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

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

**(COMPLETE THE TABLE OF SCHEDULE OF QUANTITIES IN APPENDIX 2)**

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

\$ \_\_\_\_\_



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ \_\_\_\_\_

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

**COMPLETE TABLE AS INDICATED**

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

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

\$ \_\_\_\_\_

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

**8. Progress Payments:**

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress

Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

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

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

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

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

9. **Per Diem Administrative Charge:**

\$ \_\_\_\_\_

No Charge

10. **Standard Specifications:**

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

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

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

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

See Attachment B for Village specification & special provisions

See Attachment D for any special project requirements.

**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION OF  
ANNUAL SIDEWALK PROGRAM  
(MULTI-YEAR CONTRACT)**

**ATTACHMENT B**

**SPECIFICATIONS**

**PCC SIDEWALK REMOVAL AND REPLACEMENT**

This item shall include the removal and replacement of Portland Cement Concrete sidewalk. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Village Engineer (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Village Engineer (or his/her designee).

Sidewalk construction across driveways WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement.

The concrete shall be **High Early Strength Concrete**, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED). The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Village Engineer (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT

### **DETECTABLE WARNINGS**

**Detectable warnings (Neenah plate)** shall be Neenah Foundry Detectable Warning Plates, undipped, natural finish, 2 ft. x 2 ft. square plates. All concrete sidewalk accessibility ramps at those locations shown on the plans or as directed by the ENGINEER shall be constructed with Detectable Warnings, in accordance with the Americans with Disabilities Act (ADA) standards, and section 424.09 of the Standard Specifications for Road and Bridge Construction, latest edition. The detectable warning plates shall extend across the width of the ramp (2 plates, typical), leaving the outermost 6" perimeter of the ramp untextured, plain concrete. The plates shall be placed such that the top of the truncated domes are flush with the surrounding surface of concrete. Placement, finish and curing shall conform to the above noted specifications, and as directed by the ENGINEER.

Basis of Payment: This work shall be paid for at the contract unit price per square foot for DETECTABLE WARNINGS (NEENAH PLATE).

### **BARRIER CURB VARIABLE HEIGHT, SPECIAL**

This work shall be done in accordance with Section 606 of the Standard Specifications. Where grade changes are required to meet accessibility standards, the Illinois Accessibility Code, and the Americans with Disabilities Act, but where no side curb is indicated on the standard curb ramp details, barrier curb shall be constructed adjacent to sidewalks to transition between new sidewalk grade and existing parkway grade. Height of curb will vary between 4" to 12" above sidewalk grade as located in the field by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per foot for BARRIER CURB VARIABLE HEIGHT, SPECIAL.

### **COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT**

This work shall consist of removal and replacement of the existing combination of concrete curb and gutter. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the combination concrete curb & gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing combination concrete curb & gutter outside the limits designated by the Village Engineer (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Village Engineer (or his/her designee).

Existing pavement (HMA or concrete), driveways, or sidewalks adjacent to combination concrete curb & gutter to be removed and replaced shall be saw-cut to reduce the possibility of damage to the existing pavements, driveways, or sidewalks. Any damage to existing pavement, driveways, or sidewalks will be repaired with like materials and at no additional cost to the Village.

The concrete shall be **High Early Strength Concrete**, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED). The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this

section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

Contraction joints shall be installed according to the Standard Specifications every fifteen (15) feet or at wider spacing if required by the Village Engineer (or his/her designee). For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to this Pay Item.

Existing tie bars must be retained or replaced as existing. Dowel bars shall be drilled into existing combination concrete curb & gutter at both ends of the removal and replacement. Tie and dowel bars are considered incidental to this Pay Item.

The new curb must be depressed for ADA accessible curb ramps where sidewalk abuts the curb, then tapered up to full height within two feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT

#### **PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"**

This item shall include the removal and replacement of Portland Cement Concrete driveway. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 423 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the driveway to be removed and that which is to remain in place. If the Contractor removes or damages the existing driveway outside the limits designated by the Village Engineer (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Village Engineer (or his/her designee).

The concrete shall be **High Early Strength Concrete**, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED). The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

Expansion joints will be required as specified in Standard Specifications. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

Basis of Payment: This work will be paid for at the contract unit price per square yard for P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"

#### **HMA DRIVEWAY REMOVAL & REPLACEMENT, 2"**

This item of work shall consist of HOT-MIX ASPHALT (HMA) DRIVEWAY REMOVAL AND REPLACEMENT, 2". All work shall be performed in accordance with Sections 355, 406, 407, 1030 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer. The Contractor shall be responsible for all QA/QC and related inspection and documentation for all Hot-Mix Asphalt mix, as described in Section 1030 of the "Standard Specifications".

This work includes the removal of existing materials shall consist of all necessary full-depth saw-cutting, with neat joints at the removal limits, proper off-site disposal of existing driveway pavement, and related materials, in addition to any unsuitable base materials and adjacent materials, and the necessary preparation of the site for the proper installation of HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 2", at those

locations shown on the plans or as directed by the Engineer, and shall be considered incidental to this pay item. Any excavation to subgrade and any additional excavation required to set the driveway apron to the proper grade, or widen the apron as shown on the plans or as directed by the Engineer (including excavation and disposal of sod, dirt or other existing materials), shall be considered incidental to the contract unit price for this pay item, and to this contract.

Also, this work shall consist of furnishing, installing and compaction of AGGREGATE BASE COURSE (CA-6 Virgin crushed limestone), if necessary and directed by the Engineer, and a minimum 2" course of Hot-Mix Asphalt Surface Course, Mix C, N50, in all driveway areas as indicated on the Plans or as directed by the Engineer. In some instances where curb is being replaced at a higher elevation than existing conditions, it will be necessary to pave to the new top of curb. This additional hot-mix asphalt driveway material will be considered incidental to the contract unit price for this pay item. Additionally, variable thickness surface shall be placed over existing bituminous surface, if needed, to adjust the grade, and will also be considered incidental to the contract unit price for this pay item. The base will be prepared in accordance with the requirements of Section 358 of the "Standard Specifications for Road and Bridge Construction", latest edition, except that the requirements of paragraph 2 of Section 358.04(c) shall not apply. Compaction of the grade adjustment material shall be achieved by using a vibratory plate-type compactor. The prepared base shall be primed with MC-30 prior to paving.

**HMA SURFACE COURSE:** The use of uncrushed gravel will not be allowed in making the bituminous mixture. **No RAP may be used in the surface mixtures.**

Basis of Payment: All labor, equipment, and materials necessary to construct the work described herein, and the provision of hot-mix asphalt mixtures shall be paid for at the contract unit price per SQUARE YARD for HMA DRIVEWAY REMOVAL & REPLACEMENT, 2"

#### **PCC PAVEMENT PATCH, 9"**

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 442. This pay item shall include removal of the existing concrete, installation of new concrete patch, saw-cutting, dowel bars, tie bars, contraction joints, expansion joints, and preparation of existing base. Joints do not need to be sealed.

Dowel bars and tie bars are required in the new concrete patch.

Also included in this Pay Item is the installation of integral or monolithic curb where existing monolithic or integral curb exists. In this case, the pavement patch will be measured to the back-of-curb.

The concrete shall be **High Early Strength Concrete**, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED). The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for P.C.C. PAVEMENT PATCH, 9".

#### **HMA PAVEMENT PATCH, 2"**

This item of work shall consist of HMA PAVEMENT PATCH, 2". All work shall be performed in accordance with Sections 355, 406, 407, 1030 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer. The Contractor shall be responsible for all QA/QC and related inspection and documentation for all Hot-Mix Asphalt mix, as described in Section 1030 of the "Standard Specifications".

This work shall include: all saw-cutting; the milling and/or removal and proper disposal of the existing HMA surface course, to a depth of not less than 2"; the provision of a neat, straight saw-cut butt joint; the placement of bituminous prime material; the furnishing and proper placement and compaction of 2" finished thickness of HMA SURFACE COURSE, MIX C, N50; all labor, equipment and materials needed to restore the pavement cross section will be considered incidental to this pay item. This item shall occur mostly at the locations of the curb replacement or various locations throughout the Village as indicated by the Engineer.

**HMA SURFACE COURSE:** The use of uncrushed gravel will not be allowed in making the bituminous mixture. **No RAP may be used in the surface mixtures.**

For main-line paving, longitudinal joints shall be staggered 2 to 6 inches between successive lifts of hot-mix asphalt mixtures. The temperature of the mixture and the rolling pattern shall be such that tight, well-knit longitudinal joints between passes are achieved. The compactive effort shall be such that it produces a dense, durable mat. The minimum density shall be 93% of the maximum theoretical density.

Basis of Payment: All labor, equipment, and materials necessary to construct the work described herein, and the provision of hot-mix asphalt mixtures shall be paid for at the contract unit price per SQUARE YARD for HMA DRIVEWAY REMOVAL & REPLACEMENT, 2

#### **VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED**

This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 602.

This item shall include site preparation, locating, potholing, exposing, and protection of existing utilities; saw cutting; removal and disposal of existing adjusting rings; installing new adjusting rings to the proper grade to match the proposed pavement. Restoration of parkway and lawn shall consist of 4" topsoil, seed, and blanket.

Basis of Payment: This work shall be paid for at the contract unit price per each for VALVE VAULTS, MANHOLES, INLETS, CATCH BASINS TO BE ADJUSTED.

#### **TREE GRATE INSTALLATION**

This item shall consist of forming and pouring, in place, the concrete frame suitable for the installation of Neenah Foundry Tree Grate R 8500. The Contractor shall carefully excavate so as to minimize damage to the surrounding public area. All work shall be in accordance with the attached detail (Attachment C). The concrete frame shall be a minimum 6 inches thick, and 12 inches in depth formed and finished to allow for the installation of the tree grate. The Contractor shall obtain from the Village of Winnetka, and install the tree grates at locations designated by the Village of Winnetka.

Basis of Payment: This work shall be paid for at the contract unit price per each for TREE GRATE INSTALLATION.

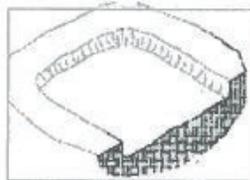
**TREE GRATE INSTALLATION DETAIL**

**TREE GRATE INSTALLATION PROCEDURES**

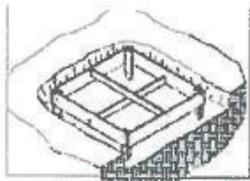
Neenah's tree grate frames are designed to make the installation job easy and accurate. Our frames can be incorporated into your forms in just minutes. The seat of the frame should be cleaned prior to setting the grate. Grate halves are to be bolted together on the underside using the bolt slots provided.

**FOR POURED CONCRETE INSTALLATIONS**

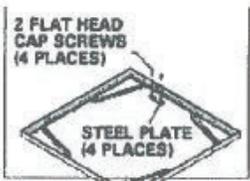
Neenah tree grates and R-8500 Type U frames



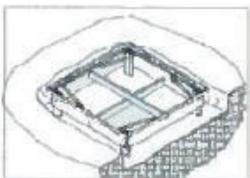
**STEP 1**  
Excavate tree pit.



**STEP 2**  
Place wood frame within excavation. Set at proper grade. Make form outside dimension 45.75" x 45.75" for 48" x 48" grate, 57.75" x 57.75" for 60" x 60" grate or 69.75" x 69.75" for 72" x 72" grate.



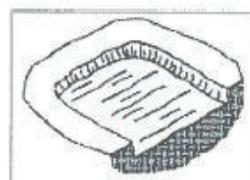
**STEP 3**  
Assemble the R-8500 Type U tree grate frame using the hardware provided. Make sure to tighten the countersunk flathead screws so they are flush or below the bearing surface of the frame.



**STEP 4**  
Place frame on wood form. Place both tree grate halves within the frame.

**FOR PAVING BLOCK INSTALLATIONS**

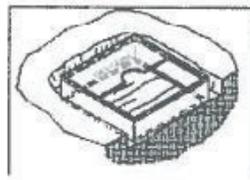
Neenah tree grates and R-8500 Type P frames



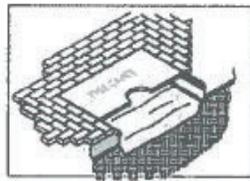
**STEP 1**  
Excavate tree pit.



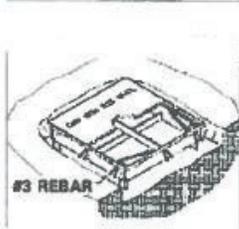
**STEP 2**  
Place assembly within excavation. Set at proper grade.



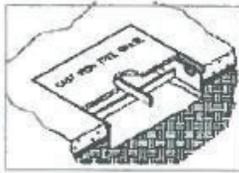
**STEP 3**  
Place both tree grate halves within the frame.



**STEP 4**  
Place setting bed and pavers, plant tree.

**STEP 5**

**IMPORTANT:** Wire grates, frames and form together. Check and adjust frame alignment and elevation if needed. Install #3 rebar through lugs on frame and support as required. Ensure there is a .1875" spacing between vertical faces of the frame and grate.

**STEP 6**

Pour and finish concrete. Do not remove wire grate or trim alignment wires until concrete has set up.

**NOTE:** Failure to follow these forming procedures could result in an unsatisfactory installation.

If you have any questions regarding installation or if you must deviate from the above instructions, contact the Neenah Product Engineering Department.

Additional detailed installation information is available from your Neenah sales representative.

**RESTORATION**

**Restoration of areas adjacent to the proposed improvements, not identified for additional work, shall be incidental to all Pay Items.**

Restoration includes all the landscape, driveway, sidewalk, or pavement restoration within 2 feet of improved areas, unless otherwise determined by the Village. Any damage due to negligence of the Contractor or deemed unnecessary by the Village will be restored at no additional cost to the Village. Restoration must be completed to the satisfaction of the Village Engineer (or his/her designee). The Village Engineer (or his/her designee) may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Village.

All restored areas shall be saw-cut to provide a neat vertical face between the existing surface and the work performed.

Concrete restoration shall meet the Specifications as listed herein.

Asphalt surface restoration shall consist of new HMA pavement to match the existing pavement thickness or 4-inches minimum, whichever is greater.

Landscape restoration shall consist of 4-inches of topsoil, seed, and blanket.

**SAW CUTTING**

Saw cutting shall be performed as needed to protect areas adjacent to proposed improvements, provide a neat clean vertical face between the existing surface and the work performed, and as specified herein.

**Saw cutting will not be paid for separately, but will be included in the items for which this work applies.**

**CONCRETE CURING**

As soon as the finished concrete has lost its sheen, a spray-on membrane curing compound conforming to Section 1022.01 and Section 1020.13 of the Standard Specifications shall be applied to all finished concrete surfaces. The membrane curing compound shall be white pigmented, no clear curing compound will be allowed. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

**MOBILIZATION**

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

This project may require more than one mobilization to the Village of Winnetka.

**Mobilization will not be paid for separately but will be included in the items for which this work applies.**

**TREE PROTECTION AND ROOT PRUNING**

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications.

The Contractor shall not trim any trees or bushes; remove any trees or bushes; nor remove or prune roots without prior approval and/or direction from the Public Works Director (or his/her designee).

**Cost of tree protection and root pruning or removal is incidental to the contract.**

**TRAFFIC CONTROL AND PROTECTION**

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701311, 701501, 701801, 701901

DISTRICT ONE DETAILS: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS: Work Zone Traffic Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

All barricades shall have working lights or flashers attached and be operational during night time hours.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a

vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501-02".  
**NO STREET CLOSURE WILL ALLOW WITHOUT APPROVAL OF THE VILLAGE ENGINEER**

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Village Engineer (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Village Engineer (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

This work will not be paid for separately and is INCIDENTAL to this contract. This work includes all labor, materials, installation, transportation, maintenance, handling, flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Village Engineer (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Village Engineer (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

### **UTILITIES**

The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his construction operations, and/or resultant repairs, shall remain his responsibility.

Should any conflict with utilities arise that require adjustment/relocation of said utilities, the Contractor may be required to change his schedule of work and/or suspend operations. In this event, no additional compensation will be allowed.

### **CLEANING**

The Contractor and his subcontractors by the end of each working day shall remove from the premises rubbish, waste material and accumulations and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Engineer. This work shall be considered as incidental to the cost of the Contract.



**VILLAGE OF WINNETKA  
CONTRACT FOR THE CONSTRUCTION OF  
ANNUAL SIDEWALK PROGRAM  
(MULTI-YEAR CONTRACT)**

**ATTACHMENT D**

**SPECIAL PROJECT REQUIREMENTS**

**1. Contract Terms and Conditions**

This contract is the multi-year (3 years) contract with optional (2) 1-year extensions. This contract needs to be renewed yearly with the approval of unit prices in between the contractor and the Village of Winnetka. The contractor needs to send the yearly unit price in the start of each year for the Village approval. If the contractor and the Village of Winnetka are not able to agree on unit prices, Village can terminate this contract.

**2. Construction Schedule Requirements**

Village planned the construction of annual sidewalk improvements only during the school breaks. Therefore, the proposed work must commence no earlier than June 14th, 2022, and must be completed in its entirety (including restoration) no later than August 20th, 2022, unless otherwise allowed by the Village Engineer.

Also, special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules.

Failure to comply with the deadlines for the completion shall result in the enforcement of liquidated damages in accordance with the Special Provisions, “Liquidated Damages”, and Section 108.05 and 108.09 of the Standard Specifications, along with all fees acquired for the extended need for resident engineering services.

**3. Concrete Mix**

For all the concrete work under this contract shall be used High Early Strength Concrete only, unless otherwise permitted by the Engineer. The concrete mix shall conform to IDOT requirements with the minimum of 3500 PSI (6.1 Bag Mix) at 14 days with 5% to 7% air entrainment (NO FLY ASH ALLOWED)

The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the “Standard Specifications for Road and Bridge Construction”, latest edition.

**4. Resident Notification**

Residents shall be notified in writing 48 hours in advance of work adjacent to their driveway that will prohibit access, including sidewalk, driveway, curb & gutter, or pavement improvements. The notification must include an alternate date in case of rain and the contractor's contact information.

The Engineer must approve the notification letter prior to the notify the residents.

**5. Materials Furnished by the Contractor**

All materials used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Director of Engineering. All materials not otherwise specifically indicated shall be furnished by the Contractor.

**6. Cleaning Up**

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

Upon completion of the Work, the Contractor shall restore the Village's property, and any other public and private property affected by the Work, in accordance with the specification in Attachment B.

**VILLAGE OF WINNETKA  
 CONTRACT FOR THE CONSTRUCTION OF  
 ANNUAL SIDEWALK PROGRAM  
 (MULTI YEAR CONTRACT)**

**APPENDIX 1**

**SCHEDULE OF QUANTITIES**

Item No.	UNIT PRICE ITEM	UNIT	ESTIMATED QTY*	PRICE PER UNIT	EXTENDED AMOUNT
1	PCC Sidewalk Removal & Replacement	SF	12000		
2	Detectable Warning	SF	150		
3	Barrier Curb Variable Height, Special	LF	50		
4	Combination Concrete Curb & gutter Removal & Replacement	LF	100		
5	Aggregate for Temporary Driveway Access	TON	10		
6	PCC Driveway Removal & Replacement, 6"	SY	50		
7	HMA Driveway Removal & Replacement, 2"	SY	50		
8	PCC Pavement Patch, 9"	SY	50		
9	HMA Pavement Patch, 2"	SY	100		
10	Tree Grate	EACH	4		
11	VV, MH, Inlet, CB to be Adjusted	EACH	6		

*\* The estimated quantities listed in the bid table are for reference only and subjected to change based on Budget*

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

\$ \_\_\_\_\_

**ATTACHMENT 2**

**VILLAGE OF WINNETKA**

**2022 SIDEWALK (REB # 022-018)**

**BID TAB**

BID TABULATION 11-Mar-22		ESTIMATED QUANTITY		UNIT		SCHROEDER & SCHROEDER, INC 7306 CENTRAL PARK SKOKIE, IL 60076		GLOBE CONSTRUCTION INC 1781 ARMITAGE COURT ADDISON, IL 60101		SUMIT CONSTRUCTION 4150 W WRIGHTWOOD AVE CHICAGO, IL 60639		ALLIANCE CONTRACTORS INC 1166 LAKE AVENUE WOODSTOCK, IL 60098	
NO.	PAY ITEM	UNIT	TOTAL	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	PCC Sidewalk Removal & Replacement	SF	12000	8.75	105,000.00	10.95	131,400.00	12.00	144,000.00	15.40	184,800.00		
2	Detectable Warning	SF	150	45.00	6,750.00	30.00	4,500.00	32.00	4,800.00	35.00	5,250.00		
3	Barrier Curb Variable Height, Special	LF	50	30.00	1,500.00	40.00	2,000.00	30.00	1,500.00	38.45	1,922.50		
4	Combination Concrete Curb & gutter Removal & Replacement	LF	100	30.00	3,000.00	50.00	5,000.00	42.00	4,200.00	117.20	11,720.00		
5	Aggregate for Temporary Driveway Access	TON	10	15.00	150.00	9.00	90.00	10.00	100.00	15.00	150.00		
6	PCC Driveway Removal & Replacement, 6"	SY	50	70.00	3,500.00	85.00	4,250.00	72.00	3,600.00	145.00	7,250.00		
7	HMA Driveway Removal & Replacement, 2"	SY	50	44.00	2,200.00	75.00	3,750.00	38.00	1,900.00	149.40	7,470.00		
8	PCC Pavement Patch, 9"	SY	50	80.00	4,000.00	60.00	3,000.00	110.00	5,500.00	318.10	15,905.00		
9	HMA Pavement Patch, 2"	SY	100	44.00	4,400.00	79.00	7,900.00	30.00	3,000.00	164.70	16,470.00		
10	Tree Grate	EACH	4	500.00	2,000.00	450.00	1,800.00	1,500.00	6,000.00	995.00	3,980.00		
11	VV, MHI, Inletm CB to be Adjusted	EACH	6	200.00	1,200.00	300.00	1,800.00	400.00	2,400.00	650.00	3,900.00		
TOTAL: AS CALCULATED					\$ 133,700.00		\$ 165,490.00		\$ 177,000.00		\$ 258,817.50		
TOTAL: AS READ					\$ 133,700.00		\$ 165,490.00		\$ 177,000.00		\$ 258,817.50		



## Agenda Item Executive Summary

**Title:** Resolution No. R-44-2022: Approving Agreement with Multisystem Management Company for Custodial Services (Adoption)

**Presenter:** Diana Puga, Public Works Analyst

**Agenda Date:** 04/05/22

**Consent:**  YES  NO

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

### Item History:

The Village has utilized the services of CityWide, Inc. for custodial services for the Village Hall, Public Works/Water & Electric Administration Building/Facilities, Police Station, and Train Station (s) at 754 Elm St., and 1065 Gage St since 2017. The Contract expires May 31, 2022.

### Executive Summary:

On May 1, 2017, the Village and CityWide Building Maintenance entered into a contract for custodial services for a period of thirty-six (36) months with an option to extend an additional two (2) years based on mutual agreement. The Village and contractor successfully completed the initial thirty-six (36) month period and additional two years. The contract will expire on April 30, 2022.

On February 18, 2022 a bid notice (RFB #022-019) was advertised in the Winnetka Talk and posted to the on-line bidding service, Demand Star. The proposed contract would be for a period of thirty-six (36) months with an option to extend an additional two (2) years based upon the quality of service provided. The approved agreement would commence May 1, 2022 and expire on April 30, 2025.

A mandatory pre-bid meeting was held at the Public Works Facility on March 2, 2022. Interested bidders were provided an overview of the contract document and encouraged to ask questions. Staff outlined the Villages expected level of service and provided a tour of each location to highlight critical areas.

On March 17, 2022, four (4) companies submitted bids for the replacement work. The results are summarized as follows:

Multisystem Management Company	\$81,890.00 per year
CityWide Building Maintenance	\$93,503.04 per year
Bravo Services, Inc.	\$102,405.60 per year
Total Facility Maintenance, Inc.	\$167,525.04 per year

**Executive Summary (continued):**

All bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond. The contractor, Multisystem Management Company, submitted the lowest, most responsive bid in the amount of \$81,890.00. The Village has not previously utilized Multisystem Management Company.

Multisystem Management Company currently provides custodial services for the Villages of Glencoe, Carol Stream, and Bartlett, and have numerous years of experience in both Public and Police facilities. Based on the information compiled, and the references received, staff is confident that Multisystem Management Company will meet or exceed the Villages requirements for the requests in the bid.

For CY2022, the Village currently has \$83,769.00 budgeted (Account 100.26.01-570, #100.3001-543, 100.30.01-570) for custodial services. Staff anticipates an expenditure of \$27,723 by the end of the existing contract. The remaining budget for CY2022 is approximately \$56,046 and staff estimates an expenditure of \$54,593 under the new contract. The contract with Multisystem Management Company will not exceed the CY2022 budget.

Based on these factors, staff recommends awarding the multi-year contract for Custodial Services to Multisystem Management Company.

Resolution No. R-44-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Multisystem Management Company for Custodial Services.

**Recommendation:**

Consider adopting Resolution No. R-44-2022, approving an agreement with Multisystem Management Company for custodial services and authorize the Village Manager to execute the renewal option.

**Attachments:**

1. Resolution No. R-44-2022: Approving an agreement with Multisystem Management Company for Custodial Services

# ATTACHMENT 1

RESOLUTION NO. R-44-2022

## **A RESOLUTION AWARDING A CONTRACT TO THE MULTISYSTEM MANAGEMENT COMPANY FOR CUSTODIAL SERVICES**

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

**WHEREAS**, the Village has appropriated funds for the purchase of custodial services for its facilities ("**Service**"); and

**WHEREAS**, the Village requested bids for the performance of the Services; and

**WHEREAS**, the Village received bids for Services from four bidders; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, the Village Council has determined that the Multisystem Management Company ("**Contractor**") is the lowest responsible bidder for the Services; and

**WHEREAS**, the Village Council desires to enter into a contract with Contractor for Contractor to perform the Services for a term of three years in an amount not to exceed \$245,670.00 ("**Contract**"), with two additional one-year options ("**Renewal Options**"); and

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

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

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

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

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

**SECTION 4: AUTHORIZATION FOR RENEWAL OPTIONS.** The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal

April 5, 2022

R-44-2022

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

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

**ADOPTED** this 5th day of April, 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**CONTRACT**

**EXHIBIT A**



**Village of Winnetka, Illinois**

510 Green Bay Road  
Winnetka, IL 60093

Phone: (847) 501-6000 Fax: (847) 446-1139  
General Email: [avasquez@winnetka.org](mailto:avasquez@winnetka.org)

<b>REQUEST FOR BIDS:</b>	#022-019	<b>BID ISSUE DATE:</b> 02/18/2022
<b>BID DESCRIPTION:</b>	<b>VILLAGE CUSTODIAL SERVICES</b>	
<b>BID OPENING DATE:</b>	03/17/2022	<b>BID OPENING TIME:</b> 11:00AM
<b>SUBMIT 1 ORIGINAL BID PACKAGE PLUS 2 COPIES</b>		

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED IN THE BID DOCUMENT. LATE BIDS WILL NOT BE CONSIDERED.

**TO ALL PROSPECTIVE BIDDERS:**

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid package and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the bid number and name on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time to:	<b>VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, ILLINOIS 60093</b>
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Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Assistant Finance Director).  
**Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.**

<b>BUYER:</b>	Anthony Vasquez	<b>PHONE:</b>	(847)716-3504
<b>EMAIL:</b>	<a href="mailto:avasquez@winnetka.org">avasquez@winnetka.org</a>		

<b>FULL NAME OF BIDDER</b>	MULTISYSTEM MANAGEMENT COMPANY
<b>BID CONTACT PERSON</b>	LILLA LINER
<b>TELEPHONE NUMBER</b>	773-775-7015

**FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED  
PLEASE NOTE: Our bid documents have changed; please review carefully.**

**VILLAGE OF WINNETKA**  
**REQUEST FOR CONTRACT PROPOSALS**  
**AND CONTRACT**

**RFB #022-019**

**OWNER:**

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: Village Custodial Services

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093  
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), **Thursday, March 17, 2022**

INSTRUCTIONS TO BIDDERS

Pre-Bid Conference

A **mandatory** pre-bid meeting will be held Wednesday, March 2<sup>nd</sup>, 2022 at 10:00am. The meeting location will be at the Municipal Maintenance Yards Building/Facilities at 1390 Willow Road in Winnetka, Illinois. **This meeting is mandatory for all bidders. Failure to attend will result in disqualification of the bid.**

Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated and must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact **Anthony Vasquez, Assistant Finance Director** via email only at [avasquez@winnetka.org](mailto:avasquez@winnetka.org) no later than **March 11, 2022**.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

DATED: February 18, 2022

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

# VILLAGE OF WINNETKA

RFB #022-019

## CONTRACT FOR

Village Custodial Services

Full Name of Bidder MULTISYSTEM MANAGEMENT COMPANY ("Bidder")  
Principal Office Address 6019 N MILWAUKEE AVE CHICAGO IL 60646  
Local Office Address \_\_\_\_\_  
Contact Person LILLA LINER Telephone Number 773-775-7015

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

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

### 1. Work Proposal

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

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

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

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

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

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

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

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

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

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

### 2. Contract Price Proposal

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

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

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

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

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

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

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

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

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

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

### 3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **May 1<sup>st</sup>, 2022** and terminate on or around **April 30, 2025.**

### 4. Financial Assurance

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

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

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

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

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

#### 2. Commercial Motor Vehicle Liability

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

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

#### 3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

#### 4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

#### 5. Firm Contract

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

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

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

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

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

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

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

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

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

#### 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of

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

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

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

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

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

Dated: MARCH 15, 2022.

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

Bidder's Name:

MULTISYSTEM MANAGEMENT COMPANY

Doing Business As (if different):

Signature of Bidder or Authorized Agent:

[Redacted Signature]

(corporate seal)  
(if corporation)

Printed Name: LILLA KINER

Title/Position: ACCOUNT MANAGER

Bidder's Business Address:

6019 N MILWAUKEE AVE  
CHICAGO IL 60646

Bidder's Business Telephone: 773-775-7015  
224-330-9892

Facsimile: 773-775-7037

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

NAME	TITLE	ADDRESS
<u>MACIEJ CHIERNIA</u>	<u>PRESIDENT</u>	

## ATTACHMENT A: SPECIFICATIONS

### **1. Introduction**

The Village of Winnetka is accepting sealed bids for janitorial/custodial services for several public properties. These properties include the Winnetka Village Hall, Municipal Maintenance Yards Building/Facilities, Elm Street Train Station, Hubbard Woods Train Station, Police Station, Electric Plant and Water Plant.

The proposed contract would be for a period of thirty-six (36) months with an option to extend an additional two (2) years. This agreement is expected to commence on or around **May 1st, 2022 and** terminate on or around **April 30th, 2025.**

The Village reserves the right to reject any, and all bids, reduce the work scope due to budgetary constraints. The Village reserves the right to modify the hours bases on business and budget needs at the hourly rate established in this pricing table. The Village also reserves the right to award individual sections of the projects to the lowest bidder.

### **2. Scope of Service**

The contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the cleaning and custodial service in an acceptable manner in accord with these specifications.

### **3. Location and Schedule of Work**

Work under the terms of these specifications will be conducted at the below locations.

- Village Hall (510 Green Bay Road)
- Municipal Maintenance Yards Building/Facilities (1390 Willow Road)
- Train Station (754 Elm St.)
- Train Station (1065 Gage Street)
- Police Station (410 Green Bay Road)
- Electric Plant (725 Tower Road)
- Water Plant (735 Tower Road)

#### **4. Term**

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

For the optional, additional 2 years, contractor will be permitted to increase the rates and charges by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, L, IN, WI Area issued by the United States Department of Labor between January 15<sup>th</sup> of the preceding calendar year and January 15<sup>th</sup> of the current calendar year; provided, however, than no increase in the Agreement Price shall exceed 2.5% over the previous year. Contractor must provide the Village with written notice of proposed increase in the Agreement Price no later than 90 days prior to the beginning of years 4 and 5.

#### **5. Contractor Qualification**

Qualified vendors must have at least five (5) years' experience in building cleaning and custodial maintenance at municipal operations. References for these firms shall be provided at the request of the Village.

#### **6. Contractor Responsibilities**

##### **A. Personnel Requirements**

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or designee. The Contractor is responsible and liable for any wrongful actions of his employees.

##### **B. Work Crew Supervision**

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

C. Protection of Public and Private Property

- i. The Contractor shall exercise all necessary caution to protect pedestrian traffic in the building and to protect all public and private property from injury or damage caused by the Contractor's operations.
- ii. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- iii. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs. The Contractor shall provide evidence that each and every work crew member has received satisfactory training in Universal Precautions and safe handling of materials in regards to blood borne pathogens and other infectious waste. The Contractor shall maintain an appropriate on-site file of all required material safety data sheets for any and all products used in the course of completing this Contract.

D. Contractor to furnish.

The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work with the exception of those items being provided by the Village as itemized above. The items to be furnished by the Contractor shall include but not be limited to the following:

- i. All cleaning materials including detergents, soaps, waxes, cleaners, and shampoos. **(Exception is cleaning material for the Water Plant laboratory)**
- ii. All power and hand equipment including wiping and dust rags, mops, brooms, buckets, vacuum cleaners, buffing machines, and specialty equipment including mobile waste collection containers.
- iii. A listing of equipment and materials to be used. All materials and equipment shall be of industrial or commercial type and are to be approved by the Village prior to their use.
- iv. A record of all Safety Data Sheets for those products and materials used or stored on Village property shall be maintained on-site at all times for public reference.
- v. All appropriate protective/safety equipment and clothing necessary for work crew members to perform tasks safely in compliance with federal and state regulations and product manufactures instructions.

## E. Completion of Work

The Contractor shall establish a general schedule for the completion of the work outlined by this contract, **Attachment B**. The schedule shall be submitted to the Director of Public Works or designee at the commencement of the Contract and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished and shall be posted in the designated space provided to the Contractor.

- i. **Schedule:** The Contractor shall perform his work in accordance with the schedules submitted to and approved by the Director of Public Works or designee. The schedule will indicate the day, date or period by which the scheduled task will be completed.
- ii. **Regular Reporting:** It shall be the Contractor's responsibility to ensure that sufficient manpower is available to complete the assigned tasks irrespective of sickness, holidays, vacations or other personnel matters. The report will indicate the name of the Foreman which will be assigned to oversee services. The services of not less than one working Foreman, experienced in custodial services, will be provided each day. The Foreman shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Foreman will schedule and coordinate all services and functions as required by the agreement and as specified in the task schedule. The Foreman shall ensure staff consistently sign off on posted check list.
- iii. **Meetings.** The Foreman will meet with the Director of Public Works or designee on a bi-weekly basis, more frequently, if necessary, to discuss schedules, problems, needs and mutual areas of concern. The Contractor shall establish a system whereby notice can be given by the Village to the Contractor indicating problems, complaints and other agreement discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests

## F. Working Hours

The contractor shall schedule workdays Monday through Friday, exclusive of Village holiday.

- Police Station cleaning is to be completed Sunday through Thursday, with weekday cleaning not commencing before 6:00 PM.
- Electric Plant and Water Plant cleaning is to be completed between 6:30am and 3:00PM only on Monday and Thursday, inclusive of Village holidays.
- Train Stations Sunday through Thursday
- Village Hall cleaning not to start before 10:30PM
- Municipal Maintenance Yards Building/Facilities cleaning not to start before 4:00PM

Routine work hours shall be coordinated with the Director of Public Works or designee and the Contractor. As the buildings are occupied on a continuous basis, there is flexibility regarding this issue. Work occurring outside of scheduled hours will be allowed only as authorized by the Director of Public Works or designee. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for special cleaning under unusual conditions.

- Examples of unusual conditions are disinfecting and cleaning the carpet areas, flood damage clean up, etc. If possible, hours for such call back will be adjusted to coincide with the eight (8) hour workday otherwise payment at the established hourly rate will apply.

## G. Security and Access

The Contractor will be working in several areas which have limited access. All such areas shall be maintained in a secured condition at all times and these areas shall be locked immediately upon completing the required work. The contractor shall furnish, and each employee shall display identification while on the premises. The employees assigned to the Police Station by the contractor will remain consistent and will not rotate from week to week. On the initial visit to the Police Station, each employee and foreman shall provide a government issued photo ID to a police designee. The police reserve the right to reject any employee from the premises.

## 7. Cleaning Standard and Workmanship

It is the intent of these specifications for the Contractor to provide a high level of service in building maintenance and custodial care. The following statements indicate general standards and workmanship to be furnished under this agreement:

- A. A satisfactory and acceptable floor or carpet will not have visible dust, streaks, mars or dirt, including corners, behind doors or under furniture. All paper clips, staples, etc. shall be picked up. The use of vacuuming equipment and/or treated dust mops will be used to keep the floors and stairs clean.

- B. Satisfactory and acceptable wet mopping will present a clean floor free from streaks, smears and dried dirt. Safe, all-purpose detergents will be used on all resilient and hard floor surfaces. Proper warning signs, in good repair, shall be placed advising of wet or slippery floor conditions.
- C. Satisfactory and acceptable waxing, finishing, and polishing will be accomplished through the use of a thin coat of evenly layered wax or finish. Floors will be bright and clean under furniture as well as in traveled areas. Wax, finish or polish will not be allowed to dry on wall bases, furniture legs, equipment etc.
- D. Glass, mirror or vitreous surfaces will be free from streaks, smears, and spots.
- E. All storage areas and janitorial closets shall be maintained in a clean and orderly condition with all materials and equipment properly sorted at all times.
- F. No feather dusters allowed. When dusting the use of techniques are required to prevent air borne dust.
- G. HEPA vacuums are required and to be verified by the Public Works Department.
- H. All products used must be approved prior to application and Safety Data Sheets shall be provided and maintained in the janitorial area.
- I. Notify Public Works when performing work other than daily tasks.

**8. Village Responsibilities.**

Village to furnish. In support of this agreement, the Village will supply the following at no cost to the Contractor:

- A. All paper products including toilet paper, paper towels, etc.
- B. All liquid/bar hand soaps and creams used, all deodorant blocks for urinals.
- C. Locations for storage of contractor's equipment and supplies.
- D. Adequate trash receptacles for refuse disposal.
- E. Plastic liners for trash receptacles.
- F. A central point for refuse disposal.
- G. All cleaning chemicals to be used in the Water Plant laboratory.

**9. Village Reserves Right to Exclude**

Due to the presence of certain sensitive documentation/information/property within the Department Offices/Facilities, the Village reserves the right to conduct criminal background checks of any and all persons designated by the Contractor to provide services outlined by this contract within or about the Department. The Village may deny access to such facilities to any person without disclosure of reason to the Contractor.

**10. Contractor Access**

The Contractor shall be allowed access to the building to perform the required work in accordance with the times set forth in paragraph I. above. Due to meetings or other scheduled activities, the Contractor may have to revise his normal working schedule. All activities of the Contractor will be coordinated through the Director of Public Works or designee. In various meeting rooms and conference rooms, the daily custodial services

cannot be completed until cessation of the meeting. The Contractor's operations shall not interfere with the conduct of these meetings, and all required custodial services shall be provided irrespective of the duration of the meeting.

#### **11. Premise**

This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Village and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

#### **12. Special and unforeseen work.**

Due to the generalized nature of the work under this agreement, instances may occur where the Village desires to have additional cleaning and custodial services provided beyond the original intent of this agreement. Payment for these services will be made based on the bid proposal to these specifications and any negotiations between the Contractor and the Director of Public Works or designee, prior to the performance of the additional work.

#### **13. Schedule of Prices**

Bidder shall fill-in the estimated number of work crew man hours for each facility for daily, bi-weekly, weekly, monthly, semi-annual, and annual tasks. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

Schedule of Prices								
Location	Daily	Bi-Weekly	Weekly	Monthly	Semi-Annual	Annual	Total Man-Hours	Cost (\$) Per Year
510 Green Bay Rd. Winnetka Village Hall:	103.75		518.75	2,075	12,450		5	24,900
410 Green Bay Road Police Station	103.75		518.75	2,075	12,450		5	24,900
1390 Willow Rd. Municipal Maintenance Yards:	72		360	1,440	8,645		3.5	17,290
754 Elm St. Elm St. Train Station:	21.5		107.5	430	2,600		1	5,200
1065 Gage St. Hubbard Woods Train Station	21.5		107.5	430	2,600		1	5,200
725 Tower Road Electric Plant		100	50	200	1,200		2	2,400
735 Tower Road Water Plant		100	50	200	1,200		2	2,400
A. Sub Total for one (1) year								81,890
B. Grand Total for three (3) years (A x 3)								245,670

Supplemental Pricing	
Deep clean at Water Plant	\$ 480
Deep clean at Electric Plant	\$ 320
Fleet Building parts room - Strip / seal and refinish hard surface floors (approximately 700 square feet)	\$ 200
Rate to complete the daily tasks at 754 Elm Street – Elm Street Train Station on Saturday, after 2pm. 1 <sup>st</sup> Saturday of June through 3 <sup>rd</sup> Saturday of October (Rate per day)	\$ 30
Labor Assistance Hourly Rate per Laborer	\$ 25
Day Porter Hourly Rate (Optional)	\$ 22

**ATTACHMENT B**

**510 GREEN BAY ROAD  
WINNETKA VILLAGE HALL**

(1 of 2)

Areas: Offices, Conference Rooms, Entrances, Doors, Hallways, Washrooms, Lunchroom and Exercise Room, Council Room and Elevator.

<b>Daily Tasks (Monday thru Friday)</b>
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean Lobby doors and interior glass
Clean sinks (no dishes), counter tops and drinking fountains.
Clean counter & table tops in lunch room.
Vacuum carpeting, mats and runners.
Wet mop hard floor surfaces, stairs and landings with disinfectant.
Vacuum and spot clean elevator.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Secure exterior doors.

<b>Weekly Tasks</b>
Wash lobby door glass, interior office door glass and mirrors. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Spot clean carpeting.
Dust desktops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of vending machines and appliances.
Wash table tops.
Clean exercise room flooring & mirrors.
Assigned foreman shall meet with Police designee to review ongoing progress.

**510 GREEN BAY ROAD  
WINNETKA VILLAGE HALL  
(2 of 2)**

<b>Monthly Task</b>
Buff hard surface floors (Exclude Stairs).
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.
Clean and sanitize exercise room equipment
Clean exercise room flooring
Spot clean vertical surfaces as applicable
Spot clean carpeting.

<b>Semi-Annual Tasks</b>
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Shampoo all carpets
Clean refrigerator & sanitize (including interior if all items removed )
Dust all open ceiling light fixtures, remove panels from covered ceiling lighting and clean both.
Dust all HVAC ceiling vents and neighboring ceiling tile
Clean and sanitize all restroom surfaces floor to ceiling.

**410 GREEN BAY ROAD  
POLICE STATION  
(1 of 2)**

Areas: Offices, Conference Rooms, Entrances, Doors, Hallways, Washrooms, Lunchroom and Exercise Room, and Elevator.

<b>Daily Tasks (Sunday thru Thursday)</b>
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean Lobby doors and interior glass
Clean sinks (no dishes), counter tops and drinking fountains.
Clean counter & table tops in lunch room.
Vacuum carpeting, mats, and runners.
Wet mop hard floor surfaces, stairs, and landings with disinfectant.
Vacuum and spot clean elevator.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Secure exterior doors.

<b>Weekly Tasks</b>
Wash lobby door glass, interior office door glass and mirrors. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Spot clean carpeting.
Dust desk tops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of vending machines and appliances.
Wash table tops.
Clean exercise room flooring & mirrors.
Assigned foreman shall meet with Police designee to review ongoing progress.
Damp wipe of surfaces and floor sweep of detention area

**410 GREEN BAY ROAD  
POLICE STATION  
(2 of 2)**

<b>Monthly Task</b>
Buff hard surface floors (Exclude Stairs).
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.
Clean and sanitize exercise room equipment
Clean exercise room flooring
Spot clean vertical surfaces as applicable
Spot clean carpeting.
Power wash garage & sally port floors. (twice a month during the months of December-March).
Dust windows coverings

<b>Semi-Annual Tasks</b>
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Shampoo all carpets
Clean refrigerator & sanitize (including interior if all items removed)
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.
Remove panels from covered ceiling lighting and clean both.

**1390 WILLOW ROAD  
MUNICIPAL MAINTENANCE YARDS FACILITY  
(1 OF 2)**

Areas: Offices, Conference Rooms, Entrances, Doors, Hallways, Washrooms, Lunchroom and Exercise Room, Laundry Area and Locker Rooms.

<b>Daily Tasks (Monday thru Friday)</b>
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean all doors and interior glass
Clean and sanitize sinks (no dishes), counter tops, microwave and drinking fountains.
Vacuum carpeting, mats and runners.
Wet mop or spot mop hard floor surfaces with disinfectant.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Secure exterior doors and windows

<b>Weekly Tasks</b>
Wash lobby door glass, interior office door glass and mirrors. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Dust unobstructed desktops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of vending machines and appliances.
Wash table tops.

**1390 WILLOW ROAD  
MUNICIPAL MAINTENANCE YARDS FACILITY  
(2 OF 2)**

<b>Monthly Task</b>
Buff hard surfaces to a high gloss shine.
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.
Clean and sanitize exercise room equipment
Spot clean vertical surfaces as applicable
Spot clean carpeting.

<b>Semi-Annual Tasks</b>
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Clean refrigerator & sanitize (including interior)
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.

<b>Annual Tasks</b>
Strip / seal and refinish hard surface floors
Shampoo all carpets

**754 ELM ST.  
ELM STREET TRAIN STATION  
(1 OF 2)**

<b>Daily Tasks (Sunday thru Thursday)</b>
Empty trash and sanitary containers, damp clean exterior and reline as needed
Spot clean all doors and interior glass
Vacuum carpets, mats and runners.
Dust mop or sweep hard surface floors.
Wet mop
Clean and refill dispensers (paper, soap, etc)
Clean mirrors and bright work
Clean and sanitize sinks, toilets and urinals.
Wash wall areas around sinks, paper towel containers and urinals.
Damp wipe and sanitize tables and counters
Keep janitor's area in neat and organized fashion.
Report damage or irregularities
Secure exterior doors and windows
Leave only designated lights on.

<b>Weekly Tasks</b>
Wash lobby door glass and interior office glass. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Spot clean carpeting.
Dust unobstructed desk tops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe desks and chairs.

**754 ELM ST.  
ELM STREET TRAIN STATION  
(2 OF 2)**

<b>Monthly Task</b>
Buff hard surface floors to a high gloss shine.
Spot clean door frames and light switches.
Spot clean partitions and walls

<b>Semi-Annual Tasks</b>
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors.
Strip / seal and refinish hard surface floors.
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.

**1065 GAGE ST.  
HUBBARD WOOD TRAIN STATION  
(1 OF 2)**

<b>Daily Tasks (Sunday thru Thursday)</b>
Empty trash and sanitary containers, damp clean exterior and reline as needed
Spot clean all doors and interior glass
Vacuum carpets, mats and runners.
Dust mop or sweep hard surface floors.
Wet mop
Clean and refill dispensers (paper, soap, etc)
Clean mirrors and bright work
Clean and sanitize sinks, toilets, and urinals.
Wash wall areas around sinks, paper towel containers and urinals.
Damp wipe and sanitize tables and counters
Keep janitor's area in neat and organized fashion.
Report damage or irregularities
Secure exterior doors and windows
Leave only designated lights on.

<b>Weekly Tasks</b>
Wash lobby door glass and interior office glass. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Spot clean carpeting.
Dust unobstructed desk tops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe desks and chairs.

**1065 GAGE ST.  
HUBBARD WOOD TRAIN STATION  
(2 OF 2)**

<b>Monthly Task</b>
Buff hard surface floors to a high gloss shine.
Spot clean door frames and light switches.
Spot clean partitions and walls

<b>Semi-Annual Tasks</b>
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors.
Strip / seal and refinish hard surface floors.
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.

**735 TOWER ROAD  
WINNETKA WATER PLANT  
(1 of 2)**

Areas: Offices, Entrances, Doors, Hallways, Washrooms, Lunchroom, Laboratory, and Locker Rooms.

<b>Bi-Weekly (Monday &amp; Thursday)</b>
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean all doors and interior glass
Clean and sanitize sinks (no dishes), counter tops, microwave and drinking fountains.
Vacuum carpeting, mats and runners.
Sweep all floors and staircases.
Wet mop or spot mop hard floor surfaces with disinfectant. Second floor only.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Secure exterior doors and windows

<b>Weekly Tasks</b>
Wash door glass, interior office door glass and mirrors. Perimeter windows excluded
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Dust unobstructed desktops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of vending machines and appliances.
Wash table tops including lab table top.

**735 TOWER ROAD  
WINNETKA WATER PLANT  
(2 of 2)**

<b>Monthly Task</b>
Buff hard surfaces to a high gloss shine.
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.

<b>Semi-Annual Tasks</b>
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Clean refrigerator & sanitize (including interior)
Dust all open ceiling light fixtures.
Dust all HVAC ceiling vents and neighboring ceiling tile
Clean and sanitize all restroom surfaces floor to ceiling.

**725 TOWER ROAD  
WINNETKA ELECTRIC PLANT  
(1 of 2)**

Areas: Offices, Entrances, Doors, Hallways, Washrooms, Lunchroom, and Locker Rooms.

<b>Bi-Weekly (Monday &amp; Thursday)</b>
Empty trash and sanitary containers, damp clean exterior and reline as needed
Empty recycle containers.
Spot clean all doors and interior glass
Clean and sanitize sinks (no dishes), counter tops, microwave, lunchroom table and drinking fountains.
Wet mop or spot mop hard floor surfaces with disinfectant.
Clean and sanitize restroom fixtures including toilet bowls, toilet seats (both sides), urinals, sinks and countertops.
Wash wall areas around sinks, paper towel containers, bathroom stalls and urinals.
Clean and refill all dispensers.
Keep janitor's room and closets in neat and organized fashion.
Leave only designated lights on.
Report any unusual circumstances or problems.
Sweep and mop "breezeway" between Electric and Water Plant

<b>Weekly Tasks</b>
Remove dust and cobwebs from ceiling areas and corners (floor to ceiling).
Dust unobstructed desktops, furniture and horizontal surfaces to hand height (including sills, shelves, file cabinets, wall plaques and partitions).
Remove fingerprints from doors, moldings, light switch plates and office entrances.
Spot clean / damp wipe unobstructed horizontal surfaces.
Damp wipe fronts, sides, and tops of appliances.

**725 TOWER ROAD  
WINNETKA ELECTRIC PLANT  
(2 of 2)**

<b>Monthly Task</b>
Buff hard surfaces to a high gloss shine.
Detail vacuum corners, edges and hard-to-reach areas.
Damp wipe vinyl chairs, tables and counters.

<b>Semi-Annual Tasks</b>
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Clean refrigerator & sanitize (including interior)
Dust all open ceiling light fixtures.
Dust all HVAC ceiling vents and neighboring ceiling tile
Clean and sanitize all restroom surfaces floor to ceiling.

**END OF BID SPECIFICATIONS**

VILLAGE OF WINNETKA  
CONTRACT FOR VILLAGE CUSTODIAL SERVICES

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. Nature of Business

State the nature of Bidder's business: JANITORIAL SERVICES

2. Composition of Work

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

<u>70</u> % Federal	___ % As Contractor	___ % Bidder's Forces
___ % Other Public	___ % As Subcontractor	___ % Subcontractors
<u>30</u> % Private		___ % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 11 years

4. Predecessor Organizations

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
LICENSE IN PROCESS PLEASE SEE ATTACHED	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	VILLAGE OF CAROL STREAM, IL	VILLAGE OF BARTLETT	VILLAGE OF GLENCOE
Owner Address	505 NORTH AVE CAROL STREAM IL	228 S MAIN ST BARTLETT IL 60103	675 VILLAGE COURT GLENCOE, IL 60022
Reference	CHRIS LARSON	SAM HUGHES	DON KIRK
Telephone Number	630-774-0554	630-837-0800	847-461-1154
Type of Work	JANITORIAL SERVICES	JANITORIAL SERVICES	JANITORIAL SERVICES

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor  
(If Bidder was)  
(Subcontractor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of Contract

\_\_\_\_\_

Date Completed

\_\_\_\_\_

DATED: MARCH 15, 2022.

Bidder

Attest

By: dillo dms

By: Natalie Wotale

Title: Acct MANAGER

Title: Area Manager

Subscribed and Sworn to before me on March 15, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: 8-1, 2022



**ACCEPTANCE**

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

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

**VILLAGE OF WINNETKA**

Signature:

Printed name:

Title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# VILLAGE OF WINNETKA

*Incorporated in 1869*

MARCH 11<sup>TH</sup>, 2022

**ADDENDUM NO. 1  
REQUEST FOR BIDS  
VILLAGE CUSTODIAL SERVICES  
RFB #022-019  
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages. Please use the revised bid documents attached to this addendum when submitting your bid.

**1. What are the hours for janitorial services by location?**  
*Revised Contractor Responsibilities, F Working Hours*

**A. Working Hours**

The contractor shall schedule workdays Monday through Friday, exclusive of Village holiday.

- Police Station cleaning is to be completed Sunday through Thursday, with weekday cleaning not commencing before 6:00 PM.
- Electric Plant and Water Plant cleaning is to be completed between 6:30am and 3:00PM only on Monday and Thursday, inclusive of Village holidays.
- Train Stations Sunday through Thursday
- Village Hall cleaning not to start before 10:30PM
- Municipal Maintenance Yards Building/Facilities cleaning not to start before 4:00PM

Routine work hours shall be coordinated with the Director of Public Works or designee and the Contractor. As the buildings are occupied on a continuous basis, there is flexibility regarding this issue. Work occurring outside of scheduled hours will be allowed only as authorized by the Director of Public Works or designee. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for special cleaning under unusual conditions.

- Examples of unusual conditions are disinfecting and cleaning the carpet areas, flood damage clean up, etc. If possible, hours for such call back will be adjusted to coincide with the eight (8) hour workday otherwise payment at the established

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510 Green Bay Road, Winnetka, Illinois 60093

hourly rate will apply.

**2. What is the square footage of the water plant first and second floors?**

Please see below table for square footage.

<b>Location</b>	<b>Approximate Square feet</b>
Village Hall (510 Green Bay Road) - Upper level	8,100
Village Hall (510 Green Bay Road) - Main level	8,100
Village Hall (510 Green Bay Road) - Lower	3,600
Municipal Maintenance Yards Building/Facilities (1390 Willow Road)	13,600
Train Station (754 Elm St.)	1,250
Train Station (1065 Gage Street)	1,250
Police Station (410 Green Bay Road)	22,000
Electric Plant (725 Tower Road)	1,225
Water Plant - 1st floor (735 Tower Road)	1,944
Water Plant - 2nd floor (735 Tower Road)	3000
Total	64,069

**3. Electric and Water Plants are not included in the existing contract, will there be a deep clean prior to the start of the new contract?**

Provide quote for deep cleaning of Water & Electric Plant under the Schedule of Prices, Supplemental Pricing.

**4. What material and chemicals to be use at the water plant.**

- No chemicals/detergents on first floor of Water Plant, separate mop and bucket with only water
- No chemicals/detergents on Lab on second floor of Water Plant, same mop and bucket with only water used on first floor.
- Detergents on all other areas of second floor of Water Plant

**5. Will there be discussions had with companies of interest or will this go strictly low bid?**

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

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510 Green Bay Road, Winnetka, Illinois 60093

*Changes to Attachment B*

**MUNICIPAL MAINTENANCE YARDS FACILITY**

<b>Semi-Annual Tasks</b>
Vacuum fabric chairs.
High dusting of unobstructed horizontal surfaces above hand height (including sills, ledges, shelves, air diffusers and vents, door tops, cabinets, shelves, etc.)
Scrub / refinish hard surface floors
Clean refrigerator & sanitize (including interior)
Dust all open ceiling light fixtures.
Clean and sanitize all restroom surfaces floor to ceiling.

<b>Annual Tasks</b>
Strip / seal and refinish hard surface floors
Shampoo all carpets

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510 Green Bay Road, Winnetka, Illinois 60093

**Changes to Supplemental Pricing**

Schedule of Prices								
Location	Daily	Bi-Weekly	Weekly	Monthly	Semi-Annual	Annual	Total Man-Hours	Cost (\$) Per Year
510 Green Bay Rd. Winnetka Village Hall:								
410 Green Bay Road Police Station								
1390 Willow Rd. Municipal Maintenance Yards:								
754 Elm St. Elm St. Train Station:								
1065 Gage St. Hubbard Woods Train Station								
725 Tower Road Electric Plant								
735 Tower Road Water Plant								
<b>A. Sub Total for one (1) year</b>								
<b>B. Grand Total for three (3) years (A x 3)</b>								

Supplemental Pricing	
Deep clean at Water Plant	\$
Deep clean at Electric Plant	\$
Fleet Building parts room - Strip / seal and refinish hard surface floors (approximately 700 square feet)	\$
Rate to complete the daily tasks at 754 Elm Street – Elm Street Train Station on Saturday, after 2pm. 1 <sup>st</sup> Saturday of June through 3 <sup>rd</sup> Saturday of October (Rate per day)	\$
Labor Assistance Hourly Rate per Laborer	\$
Day Porter Hourly Rate (Optional)	\$

If you have any questions regarding Addendum #1, please contact me at (847)716-3504.

Anthony Vasquez  
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093



## Agenda Item Executive Summary

**Title:** Resolution No. R-45-2022: Approving a Settlement Agreement with Standard Equipment Company Regarding a Leaf Collector (Adoption)

**Presenter:** Giovanni McLean, Director of Public Works

**Agenda Date:** 04/05/22

**Consent:**  YES  NO

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

### Item History:

On April 8, 2021, the Village Council approved the purchase of a DCL800SM-3X Hook Leaf Collector on in the amount of \$107,916. During the fall of 2021, the Village discovered that the Leaf Collector supplied by Standard Equipment did not function according to its specifications and demanded a refund of the Purchase Price.

### Executive Summary:

In the FY2021 budget, the Village Council approved the purchase of a DCL800SM-3X Hook Leaf collector for \$107,916 for the upcoming leaf collection season and beyond. During the fall of 2021 the crews began to utilize the machine supplied by Standard Equipment only to discover that the machine did not function according to its specifications.

Staff contacted Standard Equipment on several occasions (October 20th through November 15th) in which Standard performed repairs / modifications to the machine to no avail.

A dispute arose between the Village and Standard Equipment as to whether the Leaf Collector performed in accordance with the specifications, and the Village's remedies. The Village desired to return the Leaf Collector for a full refund. Standard Equipment insisted that it did not have to provide a refund; rather, it had a right to replace the broken parts with new parts.

The Village legal counsel and Standard Equipment have negotiated a proposed settlement agreement to resolve all claims between the parties related to the Leaf Collector ("Settlement Agreement"). It is staff's recommendation that Village President and Village Council consider entering into the Settlement Agreement with Standard Equipment to avoid the time and expense, and risk of litigation.

If approved, the Settlement Agreement would require Standard Equipment to: (1) make a payment to the Village in the amount of \$75,000.00 ("Settlement Payment"); and (2) provide the Village with a credit in the amount of \$33,000.00 ("Settlement Credit"), which Settlement Credit may be used by the Village towards the purchase of any equipment, parts, or services provided by Standard Equipment.

**Executive Summary (continued):**

The Settlement Payment will be credited to the General Fund. The Settlement Credit will not be subject to an expiration date. When calculating the portion of the Settlement Credit paid towards a purchase by the Village of any equipment, parts, or services, Standard Equipment will use the lowest rate offered to any government purchaser for the same equipment, parts, or services.

Standard Equipment has been the authorized dealer for the Village's Street sweeper and Vactor sewer trucks for over 30 years and has met expectations in the past. Below is the Village's history of expenditures with Standard Equipment. Based on this history, the Village would utilize the credit for future expenditure of maintenance and purchases.

The 5-year average expenditure with Standard Equipment on maintenance and purchases is \$21,432.

CY2021 = \$32,169

CY2020 = \$15,948

CY2019 = \$18,401

CY2018 = \$24,450

CY2017 = \$16,191

The Public Works FY2021 capital budget scheduled Leaf Collector replacements in CY2021 (PW 104) and CY2022 (PW-107). The adopted resolution R-20-2022 on February 1, 2022 to purchase a Leaf Collector from Partner's Mrg. Group, is not related to this settlement agreement with Standard Equipment. Staff plans to budget for a Leaf Collector replacement in CY2023.

**Recommendation:**

Consider adopting Resolution No. R-45-2022, approving settlement agreement with sStandard Equipment for leaf vacuum in the amount of \$108,000.

**Attachments:**

1. Resolution No. R-45-2022: Approving Settlement Agreement with Standard Equipment Regarding a Leaf Collector

# ATTACHMENT 1

RESOLUTION NO. R-45-2022

## **A RESOLUTION APPROVING A SETTLEMENT AGREEMENT WITH STANDARD EQUIPMENT COMPANY REGARDING A LEAF COLLECTOR**

**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 April 21, 2021, the Village purchased a DCL800SM-3X Hook Leaf Collector ("***Leaf Collector***") from Standard Equipment Company ("***Standard Equipment***"); and

**WHEREAS**, a dispute arose between the Village and Standard Equipment as to whether the Leaf Collector performed in accordance with the specifications and warranties provided in the contract between the parties; and

**WHEREAS**, the Village and Standard Equipment have reached a tentative settlement agreement to resolve all claims between them related to the Leaf Collector ("***Settlement Agreement***"); and

**WHEREAS**, the Village President and Village Council have determined that entering into the Settlement Agreement with Standard Equipment is in the best interest of the Village and its residents;

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

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

**SECTION 2: APPROVAL SETTLEMENT AGREEMENT.** The Settlement Agreement is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Attorney.

**SECTION 3: AUTHORIZATION TO EXECUTE THE AGREEMENTS.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and seal, on behalf of the Village, the Settlement Agreement.

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

[SIGNATURE PAGE FOLLOWS]

April 5, 2022

**R-45-2022**

**ADOPTED** this 5 day of April 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Signed

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

Countersigned:

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

## EXHIBIT A

### SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("**Agreement**") is entered into as of this 11th day of March, 2022, by and between Standard Equipment Company, an Illinois corporation ("**Standard Equipment**"), and the Village of Winnetka, an Illinois home rule municipal corporation ("**Village**") (collectively, Standard Equipment and the Village are the "**Parties**").

#### SECTION 1. RECITALS.

A. On April 8, 2021, the Village Council passed Resolution R-46-2021, authorizing the Village to purchase a DCL800SM-3X Hook Leaf Collector ("**Leaf Collector**") from Standard Equipment.

B. On April 21, 2021, the Village submitted a Purchase Order ("**Purchase Order**") to Standard Equipment for the purchase of the Leaf Collector in the amount of \$107,916.00 ("**Purchase Price**").

C. During the fall of 2021, the Village discovered that the Leaf Collector supplied by Standard Equipment did not function according to its specifications and demanded a refund of the Purchase Price.

D. Standard Equipment alleges that the Purchase Order does not require Standard Equipment to refund the Purchase Price to the Village. The Village disputes Standard Equipment's interpretation of the Purchase Order.

E. In order to avoid the time, expense, and uncertainty of possible litigation, the Parties desire to enter into this Agreement to fully and finally settle all actual and potential claims arising out of, or in any way related to the Leaf Collector without the Parties thereby admitting any fault or liability to each other.

#### SECTION 2. PAYMENT AND CREDIT TO VILLAGE IN FULL SATISFACTION OF ALL CLAIMS.

A. Within seven days following the effective date of this Agreement, Standard Equipment will: (1) make a payment to the Village in the amount of \$75,000.00 ("**Settlement Payment**"); and (2) provide the Village with a credit in the amount of \$33,000.00 ("**Settlement Credit**"), which Settlement Credit may be used by the Village towards the purchase of any equipment, parts, or services provided by Standard Equipment.

B. The Settlement Credit will not be subject to an expiration date. When calculating the portion of the Settlement Credit paid towards a purchase by the Village of any equipment, parts, or services, Standard Equipment will use the lowest rate offered to any government purchaser for the same equipment, parts, or services.

C. Provision of the Settlement Payment and the Settlement Credit by Standard Equipment will be in full satisfaction of all claims that the Village may have related to the Leaf Collector.

SECTION 3. RELEASE. In consideration for the Settlement Payment and Settlement Credit by Standard Equipment, the Village, for and on behalf of itself and its successors and assigns, and for anyone claiming by or through the Village, hereby acknowledges complete

satisfaction of, and hereby releases, acquits, and forever discharges Standard Equipment and its officers, employees, agents, representatives, engineers, contractors, and attorneys of and from all claims, actions, causes of action, suits, proceedings, demands, liabilities, damages, obligations, debts, judgments, executions, costs and expenses of every kind and nature whatsoever, whether known or unknown, accrued or not accrued, in law, equity, or otherwise, that the Village ever had, now has, or may in the future have, against Standard Equipment arising out of, or in any way related to, the Leaf Collector.

**SECTION 4. EXPRESS DENIAL OF RESPONSIBILITY OF LIABILITY.** The Parties enter into this Agreement as a full and complete settlement, compromise, and release of claims. It is expressly understood and agreed that neither the execution of this Agreement, nor the performance of any obligation recited in this Agreement, is intended or is to be understood as an acknowledgement of responsibility, admission of liability, or other expression reflecting upon the merits of any claim, and any such responsibility or liability is expressly denied.

**SECTION 5. GENERAL PROVISIONS.**

**A. Entire Agreement.** This Agreement, including the Recitals, constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

**B. Binding Agreement.** This Agreement is binding on and inures to the benefit of the Village and Standard Equipment, and their respective successors, and assigns. Each person signing this Agreement represents that it has full authority to bind the Party on whose behalf he or she has executed this Agreement.

**C. Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

**D. No Third-Party Beneficiaries.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against the Village, or Standard Equipment.

**E. Effectuate Terms of Agreement.** The Parties agree to take all reasonable action necessary to effectuate the terms of the Agreement.

**F. Counterparts.** This Agreement may be executed in counterparts, each of which is to be deemed as effective as if executed on the same original.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Village and Standard Equipment have executed and delivered this Agreement as of the date set forth above.

Dated: March 11, 2022

**STANDARD EQUIPMENT COMPANY**

By: Gerald W. Donlon

Dated \_\_\_\_\_, 2022

**THE VILLAGE OF WINNETKA**

By: Robert Bahan, Village Manager





## Agenda Item Executive Summary

**Title:** Resolution No. R-46-2022: Approving a Contract with Halloran and Yauch for RPZ and Irrigation Services (Adoption)

**Presenter:** Giovanni McLean, Director of Public Works

**Agenda Date:** 04/05/2022

**Consent:**  YES  NO

Ordinance  
 Resolution  
 Bid Authorization/Award  
 Policy Direction  
 Informational Only

### Item History:

2022 Budget Item for the maintenance of back-flow prevention devices and irrigation systems.

### Executive Summary:

On February 16, 2022 a bid notice (RFB #022-017) was advertised in the Winnetka Talk and posted to the on-line bidding service Demand Star.

The proposed contract consolidated four maintenance services, reduce pressure zone (RPZ) devices, irrigation system, fire extinguisher, fire alarm system. The terms of the contract would provide fixed rates for a period of three years with an option to extend an additional two (2) years based upon the quality of service provided. The contract also allowed the Village to reduce the scope of the maintenance services and award to multiple contractors.

On March 16, 2022, three (3) companies submitted bids for the maintenance services. No bid covered the entire scope of the contract. Halloran and Yauch Inc. provided the lowest bid for the maintenance services for RPZ devices and irrigation system.

The FY2022 Public Works budget contains a total of \$12,780 (account #100.30.01-570 and #100.30.01-543) for the maintenance of RPZ devices and irrigation systems. The annual expense of the contract is approximately \$9,225.

### Recommendation:

Consider adopting Resolution No. R-46-2022, to approve a three year contract with Halloran and Yauch, Inc for the RPZ and Irrigation Services and authorize the Village Manager to execute the renewal option.

### Attachments:

1. Resolution No. R-46-2022: Approving an agreement with Halloran and Yauch for RPZ and Irrigation services and rejecting all bids for fire extinguisher and alarm services.
2. Request for Contract Proposals and Contract: RFB #022-017

# ATTACHMENT 1

## RESOLUTION NO. R-46-2022

### **A RESOLUTION APPROVING A CONTRACT WITH HALLORAN AND YAUCH, INC. FOR RPZ AND IRRIGATION SERVICES AND REJECTING ALL BIDS FOR FIRE EXTINGUISHER AND ALARM SERVICES**

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

**WHEREAS**, the Village issued Bid #022-017 ("**Request for Bids**") for: (i) RPZ device testing, certification, and repair services ("**RPZ Services**"); (ii) irrigation system maintenance and fall draining service ("**Irrigation Services**"); (iii) annual fire extinguisher inspection, certification, and testing services ("**Fire Extinguisher Services**"); and (iv) fire alarm/sprinkler system inspection and maintenance services ("**Alarm Services**") (the RPZ Services, Irrigation Services, Fire Extinguisher Services, and Alarm Services are, collectively, "**Services**"); and

**WHEREAS**, the Village received three bids ("**Bids**") for the provision of the Services to the Village, but no bidder submitted a bid to provide the complete scope of the Services; and

**WHEREAS**, pursuant to the Request for Bids, the Village reserved the right to award a contract for any item of any proposal instead of awarding a contract for all of the Services; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village's purchasing manual, Halloran and Yauch, Inc., of Lake Forest, Illinois ("**Halloran**"), was the lowest bidder to provide the RPZ Services and Irrigation Services; and

**WHEREAS**, the Village Council desires to: (i) enter into a contract with Halloran ("**Contract**") for Halloran to provide the RPZ Services and Irrigation Services for a period of three years, with an option to renew for two additional one-year periods ("**Renewal Options**"); and (ii) reject all bids for Fire Extinguisher Services and Alarm Services; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with Halloran and reject all bids for Fire Extinguisher Services and Alarm Services;

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

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

**SECTION 2: APPROVAL OF CONTRACT.** The Village Council hereby approves the Contract with Halloran in a final form approved by the Village Attorney

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

**SECTION 4: AUTHORIZATION FOR RENEWAL OPTIONS.** The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Options if (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options is substantially similar to the Renewal Options in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

**SECTION 5: REJECTION OF BIDS.** The Village Council hereby rejects the portion of all of the Bids for the Fire Extinguisher Services and Alarm Services received in response to the Request for Bids and directs the Village Manager, or his designee, to inform the bidders thereof.

**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 5th day of April, 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

# ATTACHMENT 2

## VILLAGE OF WINNETKA REQUEST FOR CONTRACT PROPOSALS AND CONTRACT

RFB #022-017

### OWNER:

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Maintenance and Service Contract for RPZ, Irrigation, Fire System, Fire Extinguisher:**

TO BE SUBMITTED TO: Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093  
Attention: Assistant Finance Director, no later than **11:00 AM** (local time), **Wednesday, March 16, 2022**

### INSTRUCTIONS TO BIDDERS

#### Pre-Bid Conference

None.

#### Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

#### Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated and must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

#### Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Bids, contact **Anthony Vasquez, Assistant Finance Director** via email only at [avasquez@winnetka.org](mailto:avasquez@winnetka.org) no later than **March 11, 2022**.

#### Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered

by mail or in person. Contract proposals received after the time specified above will be returned unopened.

#### Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents and interested parties are invited to be present.

#### Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

#### Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

#### Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

DATED: February 16, 2022  
Village of Winnetka

By: Anthony Vasquez  
Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #022-017

CONTRACT FOR

Maintenance and Service Contract for RPZ, Irrigation, Fire system, Fire Extinguisher

Full Name of Bidder Halloway & Yarek Inc ("Bidder")  
Principal Office Address 28322 Ballard Rd  
Local Office Address Lake Forest IL 60045  
Contact Person Thomas Halloway Telephone Number 847-281-9400

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Maintenance and Service for RPZ, Irrigation, Fire System and Fire Extinguishers**.

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

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

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

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

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and

expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

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

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

## 2. Contract Price Proposal

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

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

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

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

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

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

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

## 3. Contract Time

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

## 4. Financial Assurance

A. Bonds. No bonds required.

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

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

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

### 2. Commercial Motor Vehicle Liability

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

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

### 3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

### 4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

## 5. Firm Contract

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

## 6. Bidder's Representations and Warranties

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

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

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

national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

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

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

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

## 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract, nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract, nor any order by Owner for the payment of

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

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

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

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

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

Dated: 3/15, 2022

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

Bidder's Name: Halloran + Yand Inc

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

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: THOMAS HALLORAN  
(if corporation) Title/Position: VP

Bidder's Business Address: 28322 Ballard Rd  
Lake Forest IL 60045

Bidder's Business Telephone: 847-291-9400 Facsimile: 847-291-9780

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

NAME	TITLE	ADDRESS
Thomas Halloran	VP	530 McCormick LF
Fret Halloran	Sec	215 Woodhaven Barrington
Carlotta Plotner	Treas	1190 Fairway Lake Forest
James Halloran	P	2260 White Oak Northbrook

## **ATTACHMENT A: SPECIFICATIONS**

### **1. Introduction**

The Village of Winnetka is accepting bids from properly qualified firm to provide annual services agreement for the four services described below for various Village-own buildings and Village properties.

- RPZ device testing, certification, and repair per IEPA requirements.
- Irrigation System Annual Maintenance with Spring start up, Mid- season maintenance and Fall Draining.
- Annual Fire Extinguisher Inspection, Certification & Testing.
- Fire alarm/sprinkler system inspection and maintenance. This would include service at various village-owned locations. Per NFPA25 and NFPA72 requirements.

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

### **2. Project Description and Scope of Work**

The Village will award each service (1,2,3,4,) to the lowest responsive and responsible bidder who commits to comply with the requirements defined in the scope and details below.

The Village reserves the right to award in part or in whole, by individual groups or not award any portion or group within the bid, whatever is deemed in the best interest of the Village. The Village further reserves the right to reject any or all bids.

### **3. Contractor Qualifications:**

Qualified vendors must have a minimum of five years of experience performing similar duties for services bidding. References for these firms shall be provided at the request of the Village.

- Qualified vendors must have at least five years' experience in the areas.
  - Cross connection control device testing.
  - Irrigation maintenance
  - Fire extinguisher maintenance
  - Fire system inspection and maintenance.

#### 4. Contractor Responsibilities

- Contractor to furnish at his own expense all equipment necessary to perform testing including but not limited to annual inspections, repairs when needed, and certification of components of the systems.
- The Contractor shall thoroughly acquaint himself with the location/sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid.
- The Contractor will be allowed no additional compensation for his failure to be so informed.
- The Contractor shall be required to notify and coordinate with the Village representative a minimum of one week prior to the commencement of any scheduled inspections or services:
- At no additional cost to the Village, the Contractor shall provide:
  - The necessary approved pipe, valves, materials, and fittings as required.
  - Testing and certification equipment. Permits,
  - Taxes, shipping, receiving all materials.
  - All labor to complete work according to state and local codes.
- Contractor to furnish at his own expense all equipment necessary to perform testing and maintenance including transportation and fuel surcharges.
- The Contractor must have a stocked service vehicle with typical parts compatible with the Village's systems and available for immediate repairs.
- Other repairs, if required, shall be quoted separately and not performed without prior approval.

#### 5. Subcontractors:

- **Approval and Use of Subcontractors.** Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of this Agreement, and every reference in this Agreement to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.
- **Removal of Subcontractors.** If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village terminate such subcontract. Contractor shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

#### 6. Term

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

For the optional, additional 2 years, contractor will be permitted to increase the rates and charges by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, L, IN, WI Area issued by the United States Department of Labor between January 15<sup>th</sup> of the preceding calendar year and January 15<sup>th</sup> of the current calendar year; provided, however, that no increase in the Agreement Price shall exceed 2.5% over the previous year. Contractor must provide the Village with written notice of proposed increase in the Agreement Price no later than 90 days prior to the beginning of years 4 and 5.

## **7. Additional Information**

To coordination onsite visit contact.

- Mike Rivard [mrivard@winnetka.org](mailto:mrivard@winnetka.org) or 847-716-3264
- Giovanni McLean [gmcelan@winnetka.org](mailto:gmcelan@winnetka.org) or 847-716-3270

## **8. RPZ Cross Connection Control Device Testing, Certification and Repair per IEPA requirements**

### **a. Scope**

The Village of Winnetka is accepting sealed bids for RPZ Cross Connection Control Device Testing. This program will consist of but is not limited to annual inspections, repairs when needed, and certification to each of the listed cross connection control devices. This program also includes a full warranty and test records, and certifications are to be placarded at each device. The Village of Winnetka intends to bid annual IEPA required testing and certification of devices currently owned by the Municipality. These devices are in operation and located throughout the Municipality as indicated in the Schedule of Prices. The intent is to enter into a term agreement with a single plumbing contractor licensed in the state of Illinois who is also licensed in Illinois as a Cross-Connection Control Device Inspector (CCCDI) for the testing, repair, installation, and certification of these devices.

### **b. Warranty Details:**

Warranty includes full coverage during the term of the contract including freeze damage, physical damage and debris covered under warranty.

### **c. Warranty Details:**

Fall Draining includes a 6-month warranty which includes any and all leaks resulting from freeze damage. Material costs for unanticipated repairs shall be considered an extra but at a discounted rate (such as plow damage) with prior confirmation and approval.

**d. Locations/Equipment**

Locations - RPZ Cross Connection Control Device				
Item No.	Test & Certification	Address	Item	Serial #
1	Irrigation	1015 Tower Ct, south end of parking lot	1" Wilkins, 1" 975XL	372188
2	Irrigation	425 Sunset Rd, across street	Watts 1 1/2" 009	404887
3	Irrigation	Chestnut Island	FEBCO 1 1/2" 825YA	2648
4	Fire Protection By-Pass	1390 Willow Road, Building B	Ames 3/4" 4000B	3626
5	Fire Protection Backflow	1390 Willow Road, Building B	Ames 6" 5000SS	101278
6	Backflow	1390 Willow Road, Building B	Watts 2" 909	377372
7	Fire Protection By-Pass	1390 Willow Road, Building A	Ames 3/4" 4000B	4349
8	Fire Protection Backflow	1390 Willow Road, Building A	Ames 6" 5000SS	1018040502
9	Backflow	1390 Willow Road, Building A	Watts 2 1/2" 909	118092
10	Fire Protection By-Pass	1390 Willow Road, Building C	Ames 3/4" 4000B	4432
11	Fire Protection Backflow	1390 Willow Road, Building C	Ames 4" 5000SS	101890
12	Backflow	1390 Willow Road, Building C	Watts 2" 909	385726
13	Fire Protection By-Pass	1390 Willow Road, Building D	Ames 3/4" 4000B	4033
14	Fire Protection Backflow	1390 Willow Road, Building D	Ames 4" 5000SSF	200030
15	Backflow	1390 Willow Road, Building D	Watts 3/4" 909	542955
16	Irrigation	Elm Street Train Station	Wilkins 1" 975XL	552103
17	Fire Protection By-Pass	1390 Willow Road, Building A, crane way area	Ames 3/4" 2000B	4594
18	Fire Protection Backflow	1390 Willow Road, Building A, crane way area	Ames 6" 5000SS	1017671002
19	Backflow	1390 Willow Road, Building A, crane way area	Watts 1" 009M2	210984
20	Irrigation	Willow Road, east of Green Bay Road	Watts 2" 909	397104
21	Boiler Feed Service		Wilkins 3/4" 975XL	2157879
22	Fire Protection Backflow	Village Hall, NE corner of basement	Ames 4" 5000SS	5669
23	Fire Protection By-Pass	Village Hall, NE corner of basement	Ames 3/4" 4000B	11787
24	Irrigation	VH South of front door	FEBCO 1 " 825YA	J037950

**9. Irrigation System Annual Maintenance Service Program**

**a. Scope**

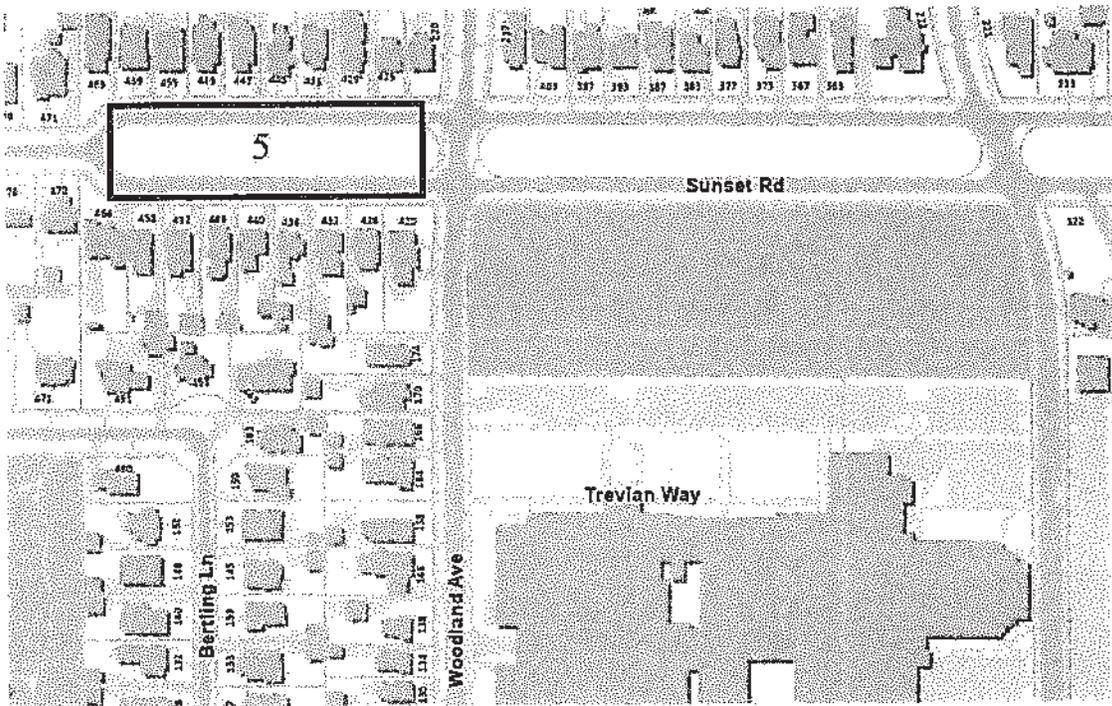
The Village of Winnetka is accepting proposals from qualified firms for the Villages Irrigation System Annual Maintenance Service program. This program will consist of but is not limited to the spring start-up, mid-season maintenance check, and fall draining of each of the listed irrigation systems below. These devices are in operation and located throughout the Municipality as indicated in the Schedule of Prices and shown on the attached location map (see appendix A). The selected firm will be responsible for verifying that at each designated inspection that the multiple irrigation systems are operating correctly, and any damages or malfunctions are reported and repaired.

- **Spring Start-Up:** The Contractor will turn the irrigation systems on, clean and check for coverage and make minor adjustments as needed. Sprinkler heads to be replaced as needed without labor costs. Spring start-up is to be completed by the Friday of the third week of April.
- **Mid-Season Maintenance Check:** The Contractor shall check all zones for proper working order, adjust spray heads as needed, and program the time clock as needed. Mid-season maintenance check is to be completed by the Friday of the second week of July.
- **Fall Draining:** The Contractor shall turn the irrigation system off and drain all irrigation lines with the use of compressed air applied at the manufacturers approved compressive limits. Fall draining is to be completed by the Friday of the second week of October.

**b. Locations/Equipment**

Irrigation Systems		
Item No.	Location	QTY
1	Winnetka Fire Department	1
2	Winnetka Garden Club	1
3	Elm Street Train Station – South End	1
4	Green Bay Road & Elm – North Side	1
5	Sunset Road Medians	1
6	Tower & Green Bay Road	1
7	Willow & Green Bay Road	1
8	Winnetka Village Hall	1





## **10. Fire Extinguisher Inspection, Certification & Testing**

### **a. Scope:**

The Village of Winnetka is accepting proposals from qualified firms for annual fire extinguisher inspection, certification & testing services. This program will consist of, but is not limited to, inspection, certification and testing of Village-owned fire extinguishers on an annual basis at four separate locations. Services include the inspection, certification and testing of each fire extinguisher. All prices are complete. Labels, pressure seals, safety flags and tagging are cost included.

### **b. Locations/Equipment**

- Village Hall (510 Green Bay Road),
- Winnetka Post Office (512 Chestnut Street),
- Public Works Yards (1390 Willow Road)
- Village's Water & Electric Plant (725 Tower Road),

**11. Fire alarm/sprinkler system inspection and maintenance. Per NFPA25 and NFPA72 requirements**

**a. Scope:**

The Village of Winnetka is accepting sealed bids for fire alarm / sprinkles system annual testing and maintenance. This program will consist of but is not limited to annual inspections, repairs when needed, and certification to each of the listed facilities see (appendix A). This service work must meet NFPA25 and NFPA72 requirements.

**c. Locations/Equipment**

<b>Location 1 - Village Yards - 1390 Willow Road</b>				
Building A	2 Risers	1 Wet	1 Dry	
Building A Warehouse			1 Dry	
Building B	1 Riser	1 Wet		
Building C & D	6 Riser	2 Wet	4 Dry	
4 Control panels	80 Smoke detectors	60 Heat Detectors	34 Pull Stations	5 Duct Detectors
All audio/visuals				

<b>Location 2 - Village Hall - 510 Green Bay Road</b>			
2 Control panels	16 Smoke Detectors	21 Heat Detectors	13 Pull Stations
All Audio/Visuals			
Village Hall sprinklers system	2 Risers	2 Wet systems	

<b>Location 3 - Post Office - 512 Chestnut Street</b>			
1 Control Panel	27 Smoke Detectors	2 Pull stations	1 Duct detector
All Audio/Visuals			
Post office Sprinkler's system	1 Riser	1 Wet System	

<b>Location 4 - Hubbard Woods Parking Structure</b>	
Parking Structure Sprinkler's system	1 Dry

2022 Annual Irrigation Systems Maintenance Service			
Item No.	Spring Start-Up	Mid-Season	Fall Draining
1	\$ 350	\$ 190	\$ 180
2	\$ 250	\$ 125	\$ 180
3	\$ 190	\$ 125	\$ 180
4	\$ 190	\$ 125	\$ 180
5	\$ 190	\$ 125	\$ 180
6	\$ 250	\$ 125	\$ 180
7	\$ 250	\$ 125	\$ 180
8	\$ 275	\$ 125	\$ 180
2022 Total Bid Amount:			\$ 4450

2023 Annual Irrigation Systems Maintenance Service			
Item No.	Spring Start-Up	Mid-Season	Fall Draining
1	\$ 370	\$ 200	\$ 190
2	\$ 265	\$ 132	\$ 190
3	\$ 200	\$ 132	\$ 190
4	\$ 200	\$ 132	\$ 190
5	\$ 200	\$ 132	\$ 190
6	\$ 265	\$ 132	\$ 190
7	\$ 265	\$ 132	\$ 190
8	\$ 290	\$ 132	\$ 190
2023 Total Bid Amount:			\$ 4699

2024 Annual Irrigation Systems Maintenance Service			
Item No.	Spring Start-Up	Mid-Season	Fall Draining
1	\$ 390	\$ 210	\$ 200
2	\$ 280	\$ 140	\$ 200
3	\$ 210	\$ 140	\$ 200
4	\$ 210	\$ 140	\$ 200
5	\$ 210	\$ 140	\$ 200
6	\$ 280	\$ 140	\$ 200
7	\$ 280	\$ 140	\$ 200
8	\$ 300	\$ 140	\$ 200
2024 Total Bid Amount:			\$ 4950

**12. Schedule of Prices**

Annual RPZ Cross Connection Control Device Testing, Certification and Repair			
Device	2022 Unit Cost	2023 Unit Cost	2024 Unit Cost
3/4" device	\$ 110 ea	\$ 115 ea	\$ 120 ea
1" device	\$ 110 ea	\$ 115 ea	\$ 120 ea
1-1/2" device	\$ 110 ea	\$ 115 ea	\$ 120 ea
2" device	\$ 110 ea	\$ 115 ea	\$ 120 ea
2-1/2" device	\$ 400 ea	\$ 420 ea	\$ 440 ea
4" device	\$ 400 ea	\$ 420 ea	\$ 440 ea
6" device	\$ 400 ea	\$ 420 ea	\$ 440 ea

RPZ Cross Connection Control Device Additional Service		
Labor Rate (Unscheduled maintenance and repairs as identified herein)	Regular Time	Premium Time (O.T.)
Illinois Licensed Cross Connection Control Device Inspector (Hourly rate)	\$ 140	\$ 180
Apprentice Plumber to Assist if Needed (Hourly rate)	\$ 130	\$ 170
Material Rate – Percentage over cost	29	%
Please state Over-Time Minimum per callout	2	Hours

Unscheduled maintenance and Repairs - Irrigation Systems Maintenance Service		
Labor Rate (unscheduled maintenance and repairs as identified herein)	Regular Time	Premium Time (O.T.)
Plumber (Hourly rate)	\$ 140	\$ 180
Apprentice Plumber to Assist if Needed (Hourly rate)	\$ 130	\$ 170
Material Rate – Percentage over cost	25	%
Please state Over-Time Minimum per callout	2	Hours

Annual Service and Recharging of Fire Extinguishers 2022-2024				
	Type	Annual Maintenance	Recharge	Hydrotest/ Swap unit
Dry Agents	2.5 lb. ABC/BC/PK	\$	\$	\$
	5 lb. ABC/BC/PK	\$	\$	\$
	10 lb. ABC/BC/PK	\$	\$	\$
	20 lb. ABC/BC/PK	\$	\$	\$
	Tamper Seals (Required)			
	Press Seals (Required Internally)			
	Neck Collars (Required Internally)			
CO2	5 lb. CO2	\$	\$	\$
	10 lb. CO2	\$	\$	\$
	15 lb. CO2	\$	\$	\$
	20 lb. CO2	\$	\$	\$
	Conductivity Test	\$		
Additional	New 5# ABC F.E.	\$		
	New 10# ABC F.E.	\$		
	Install F.E.	\$		
	Service Call	\$		

NO BID

NO BID

Annual Fire and Sprinkler System Inspection and Certification						
Location	2022		2023		2024	
	Fire Alarm System	Sprinkler System	Fire Alarm System	Sprinkler System	Fire Alarm System	Sprinkler System
1	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$

Unscheduled maintenance and Repairs - Fire and Sprinkler System		
Labor Rate (unscheduled maintenance and repairs as identified herein)	Regular Time	Premium Time (O.T.)
Technician (Hourly rate)	\$	\$
Apprentice Technician to Assist if Needed (Hourly rate)	\$	\$
Material Rate – Percentage over cost		%
Please state Over-Time Minimum per callout		Hours

END OF BID SPECIFICATIONS

**VILLAGE OF WINNETKA  
CONTRACT FOR MAINTENANCE AND SERVICE FOR RPZ,  
IRRIGATION, FIRE SYSTEM, FIRE EXTINGUISHERS**

**BID PACKAGE**

BIDDER'S SWORN WORK HISTORY STATEMENT

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

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

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

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

**1. Nature of Business**

State the nature of Bidder's business: Irrigation / Plumbing

**2. Composition of Work**

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

<u>10</u> % Federal	<u>50</u> % As Contractor	<u>75</u> % Bidder's Forces
<u>25</u> % Other Public	<u>50</u> % As Subcontractor	<u>5</u> % Subcontractors
<u>65</u> % Private		<u>20</u> % Materials

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 55 years

**4. Predecessor Organizations**

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	<u>N/A</u>	_____
_____	_____	_____

**5. Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>Stat Illinois</u>	<u>plumbing</u>	<u>055-009930</u>	<u>9/30/22</u>
<u>Stat Illinois</u>	<u>irrigation</u>	<u>060-050801</u>	<u>2/28/23</u>

**6. Related Experience**

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

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>City of LF</u>	<u>Village of Winn</u>	<u>City of Naperville</u>
Owner Address	<u>800 N Field Dr</u> <u>LF IL</u>	<u>510 Greenbay</u> <u>Winn</u>	<u>180 Fort Hill</u> <u>Naperville</u>
Reference	<u>Rich Paulsen</u>	<u>Mike Rivard</u>	<u>Marc Nou</u>
Telephone Number	<u>847-810-3867</u>	<u>847-417-5148</u>	<u>630-305-5303</u>
Type of Work	<u>irrigation</u> <u>maint</u>	<u>irrigation</u> <u>maint</u>	<u>irrigation</u> <u>maint.</u>

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
Amount of Contract	<u>\$5000</u>	<u>\$5000</u>	<u>\$10,000</u>
Date Completed	<u>2021</u>	<u>2021</u>	<u>2021</u>

DATED: 3/15, 2022.

Bidder



Attest

By: THOMAS HALLORAN

By: Frederick Halloran

Title: VP

Title: Sec

Subscribed and Sworn to before me on 15th MARCH, 2022.



Notary Public

My commission expires: 3/29, 2023

**ACCEPTANCE**

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

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

**VILLAGE OF WINNETKA**

Signature:

\_\_\_\_\_

Printed name:

\_\_\_\_\_

Title:

\_\_\_\_\_



## Agenda Item Executive Summary

**Title:** Resolution No. R-48-2022: Waiving Bidding Requirements and Awarding a Contract to Illinois Pump, Inc. for the Repair of a Low Lift Pump (Adoption)

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

**Agenda Date:** 04/05/22

**Consent:**  YES  NO

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

### Item History:

### Executive Summary:

The Water Plant Wet Well Building contains four pumps to move raw water from the wet well to the water plant for treatment. Each pump is rated at 8 million gallons per day. On peak summer days, the plant utilizes two of the four pumps to meet demand for potable water. In 2021, one of the existing low lift pumps started to exhibit abnormal vibration and noises at certain operating levels. The pump was removed from service in 2021 upon receipt of a new low lift pump that was purchased as an emergency spare. The contractor, Illinois Pump, has examined the pump and recommended repairs at a cost of \$39,586.

The scope of the work includes the following:

- 1) Parts to be replaced include the following
  - Fabricate new case wear ring
  - Re-condition impeller
  - New stainless line shafts and bowl shaft
  - New upper and lower bronze bearings
  - New bronze line shaft bearings
  - New bronze stuffing box bearings
  - Re-condition mechanical seal
  - Replacement stainless hardware
- 2) Clean, sandblast, prime and paint the pump assembly
- 3) Return pump to the Village Yards for storage

During development of the 2022 Water Fund Budget, staff budgeted \$30,000 as contingency in Operations & Maintenance Account #520.61.40-567 for a low lift pump repair.

**Executive Summary (continued):**

This account contains \$169,800 of funding for maintenance and operational expenses of the Water Plant. At this time, no specific offset has been identified for the additional \$9,856 of repair work beyond the budgeted amount of \$30,000. Staff will continue to monitor the expenses during the remaining three quarters of the fiscal year.

Illinois Pump has supplied pumps, serviced pumps, and completed off-site pump repairs for the Water Fund on prior occasions. In 2013, Illinois Pump performed an overhaul of a low lift pump for \$31,886. The physical size of the pump (i.e. ~32 ft. in length) and the equipment required to remove it from service makes it difficult to transport the pump to other repair facilities for quoting purposes. The repair cost of the pump is under 50% of the cost of a new pump.

The contractor has agreed to perform the work under the Village's terms and conditions. Resolution No. R-48-2022; prepared by the Village Attorney, waives bidding requirements and awards a contract to Illinois Pump for the repair of the low lift pump in the amount of \$39,586.

**Recommendation:**

Consider adoption of Resolution No. R-48-2022, waiving bidding requirements and awarding a contract to Illinois Pump for the repair of the low lift pump in an amount of \$39,586.

**Attachments:**

1. Resolution No. R-48-2022: Waiving Bidding Requirements and Awarding a Contract to Illinois Pump, Inc. for the Repair of a Low Lift Pump

# ATTACHMENT 1

## RESOLUTION NO. R-48-2022

### **A RESOLUTION WAIVING BIDDING AND AWARDING A CONTRACT TO ILLINOIS PUMP, INC. FOR THE REPAIR OF A LOW LIFT PUMP**

**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 owns a low lift pump, which is necessary to the operation of the Village Water Plant ("**Pump**"); and

**WHEREAS**, the Village has identified the need to remove, assess, repair, and reinstall the Pump ("**Work**"); and

**WHEREAS**, the Village has previously engaged Illinois Pump, Inc. ("**Contractor**") for work related to low lift pumps and has been satisfied with the Contractor's previous performance; and

**WHEREAS**, Contractor offered to, and the Village allowed Contractor to, remove the Pump and transport it to Contractor's place of business in order to disassemble the Pump and assess the scope of the Work that will be required to return the Pump to working order; and

**WHEREAS**, due to the emergency nature of the Work, and the impracticality of transporting and repeatedly disassembling the Pump as necessary to facilitate multiple bids, the Village has determined that it is impractical to put the Work out for bid; and

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

**WHEREAS**, Village staff has recommended that the Village Council (i) 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 (ii) award a contract to Contractor for the Work for a total amount not to exceed \$39,586.00 ("**Contract**"); and

**WHEREAS**, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Contract with Contractor;

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

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

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

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

**SECTION 4: AUTHORIZATION TO EXECUTE 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 Contract.

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

**ADOPTED** this 5<sup>th</sup> day of April, 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**CONTRACT**

VILLAGE OF WINNETKA

CONTRACT FOR REBUILD OF SPARE LOW LIFT PUMP

Full Name of Contractor: Illinois Pump Inc. (“*Contractor*”)

Principal Office Address: 1801 Winnetka Circle, Rolling Meadows, Illinois, 60008

Contact Person: James Shanley Telephone Number: (847) 368-7867

TO: Village of Winnetka (“*Village*”)  
510 Green Bay Road  
Winnetka, Illinois 60093  
Attention: Brian Keys  
Telephone Number: (847) 716-3556  
Email: bkeys@winnetka.org

1. Work

A. Contract and Work. Contractor must, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth in this Contract, to all of the following, all of which is herein referred to as the “*Work*”:

- 1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to:

Disassemble and inspect the Village’s spare low lift pump (“*Pump*”), inspection the Pump to assess the scope of new materials and components (“*Repair Materials*”) and repair-related labor (“*Repair Labor*”) necessary to repair and rebuild the Pump; repair and rebuild the Pump; transport the Pump back to the Power Plant; dispose of all removed items; and clean the area at the Power Plant immediately surrounding the Pump, all as more fully described in the Contractor Proposal attached hereto and incorporated herein as **Exhibit A** (collectively, the “*Work*”).

- 2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
- 3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates 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; and

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

B. Prior Authorization of Repair Labor and Materials. After performing the Inspection, but prior to ordering or obtaining any Repair Materials or performing any Repair Labor, the Contractor must provide the Village with a written report detailing the necessary Repair Materials and Repair Labor and receive the Village’s written authorization to order the proposed Repair Materials and perform the proposed Repair Services.

C. Performance Standards. Contractor agrees that all Work must be fully provided, performed, and completed in accordance with the quality and standards typical of contractors providing similar services for similar projects within the State of Illinois.

D. Responsibility for Damage or Loss. Contractor proposes, and agrees, that Contractor will be responsible and liable for, and will promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

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

2. Contract Price

The Contractor must take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the Village agrees to pay the Contractor a total Contract Price of: \$39,586.00.

For transporting the repaired and rebuilt Pump from the Contractor's repair facility to the Work Site, the Village agrees to pay the Contractor a Transportation Fee of: \$500.00.

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. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments must be within 30 days after receiving

an invoice from Contractor and the Work is completed.

All payments may be subject to deduction or setoff by reason of any failure of Contractor to perform under this Contract. Each payment must include Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Contractor's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

Contractor will commence the Work in accordance with a commencement date agreed to between Contractor and the Village ("**Commencement Date**"), provided Contractor must have furnished to the Village all bonds and all insurance certificates and policies of insurance specified in this Contract. Contractor must perform the Work diligently and continuously and must complete the Work not later than 42 days after the Commencement Date ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the Village will extend the Time of Performance; provided, however, that Contractor will be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the Village.

4. Financial Assurance

A. Insurance. Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the execution of this Contract by both parties. Such policies must be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below will be deemed to be minimum coverages and limits and will not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Contract. The minimum insurance coverages and limits that must be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits may not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury

\$500,000 ea. employee-disease  
\$500,000 disease-policy

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits may not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits may not be less than:

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

This Policy must apply in excess of the limits stated in 1, 2, and 3 above.

B. Indemnification. Contractor must indemnify and hold harmless the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) 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, or any failure to meet the representations and warranties set forth in Section 5 of this Contract.

C. Penalties. Contractor must 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 Contractor's performance of, or failure to perform, the Work or any part thereof.

5. Contractor's Representations and Warranties

In order to induce the Village to accept this Contract, Contractor represents and warrants as follows:

A. The Work. The Work, and all of its components: (1) will be of merchantable quality; (2) will be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) will strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in this Contract; and (4) will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed under this Contract will be in addition to any other warranties expressed or implied by law, which are reserved unto the Village. Contractor, promptly and without charge, will correct any failure to fulfill the warranty provided in this Section 5 at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in this Contract or by law, provided that Contractor installs the Pump for the Village. Contractor agrees that, at the Village's request within the two-year warranty period, Contractor shall install the Pump pursuant to its most favorable pricing offered to other customers. Customer acknowledges that this two-year warranty shall not apply in the event that Contractor does not install the Pump within the warranty for the Village. The warranty provided in this Section 5 will 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 will be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 5.A relates only to the specific obligation of Contractor to correct Work and will not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

B. Compliance with Laws. The Work, and all of its components, will be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* any other prevailing wage laws; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.* or any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited

classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "Act"). Contractor agrees to pay its laborers, workers, and mechanics performing the Work no less than the current prevailing rate of wages as required by the Act. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Contractor and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Contractor is not barred by law from contracting with the Village 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 Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of 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) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth in Section 3.

F. Authority to Execute. By submitting its contract proposal, Contractor represents and warrants that the person(s) executing this Contract on its behalf have been given the authority to do so by the Contractor. This representation may not be modified by any amendment to, or strike-through of, the contract proposal.

G. Sexual Harassment Policy. Contractor warrants, represents and certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

H. Substance Abuse Prevention Program. Contractor warrants, represents and certifies that it has a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and, if awarded the Contract for the Work, will file a copy of the program with the Village prior to the Commencement Date.

## 6. Acknowledgements

Contractor acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Contractor in this Contract.

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

C. Time. Time is of the essence in the performance of all terms and provisions of this Contract and, except where stated otherwise references in this Contract to days will be construed to refer to calendar days and time.

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

E. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property will not be impaired thereby, but the remaining provisions

will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

F. Amendments and Modifications. No amendment or modification to this Contract will be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

G. Assignment. Neither this Contract, nor any interest herein, may be assigned or subcontracted, in whole or in part, by Contractor except upon the prior written consent of the Village.

H. Governing Law. This Contract will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

I. Certified Payrolls. Contractor must, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll must consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll must be accompanied by a statement signed by the Contractor or subcontractor which 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 Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon 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, 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 this State.

J. Conflicts of Interest. Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or

associated with Contractor may at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

K. Third Party Beneficiaries. No claim as a third party beneficiary under this Contract by any person, firm, or corporation may be made or be valid against the Village.

L. Conflicts; Exhibits. If any term or provision in this Agreement conflicts with any term or provision of an attachment or exhibit to this Contract, the terms and provisions of this Contract will control.

M. Informative Exhibit. The section of Exhibit A titled "Scope of Supply" is included as an informative document with the sole purpose of providing additional context and detail with regards to the anticipated Repair Labor and Repair Materials. All other sections of Exhibit A including, without limitation, the "Special Notes" and "Terms & Conditions" sections, will neither govern nor inform any interpretation, subject matter, rights, or duties provided in this Agreement. The terms and provisions of this Agreement, other than Exhibit A, provide all mandatory rules governing the Scope of Supply, Repair Labor, Repair Materials, and Work.

[SIGNATURE PAGE FOLLOWS]

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022

{00125650.3}

ATTEST:

**VILLAGE OF WINNETKA**

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Manager

ATTEST:

**ILLINOIS PUMP INC.**

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

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

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

Its: \_\_\_\_\_

**EXHIBIT A**

**CONTRACTOR PROPOSAL**





**WE RESPOND!**

COMMERCIAL  
MUNICIPAL  
INDUSTRIAL  
IRRIGATION

**24-Hour Emergency Service**

ILLINOIS PUMP, INC.

1801 Winnetka Circle  
Rolling Meadows, IL 60008  
PHONE: (847) 368-PUMP(7867)  
FAX: (847) 368-7868  
www.illinoispump.com

Quote #21-IP-010345-JDS

Friday, March 19<sup>th</sup>, 2022

Page 2 of 3

**Scope of Supply: Shop Rebuild Vertical Turbine – Spare Low Lift Pump**

Illinois Pump will provide labor, material, and equipment to...

1. Remove (1) pump (vertical turbine pump) & motor from installation with our crane
  - *already completed on prior job*
  - check all parts to our “rebuild” and factory specifications
2. Transport to our shop for disassembly & inspection
3. Pump Repair (1 stage)
  - check all parts to our “rebuild” and factory specifications
  - parts to be replaced:
    - fabricate new case wear ring
    - re-condition impeller
    - new line shafts & bowl shaft (stainless steel)
    - new bowl shaft (stainless steel)
    - new upper & lower bowl bearings (bronze)
    - new line shaft bearings (bronze)
    - new stuffing box bearings (bronze)
    - re-condition cartridge mechanical seal
    - gaskets
    - grade 5 hardware (stainless steel)
    - *if additional parts are needed, see Special Notes*
  - clean & sandblast all surfaces (inside and out)
  - epoxy paint with pot-a-pox (Add \$800 to epoxy paint column pipes interior)
  - prime & paint
4. Motor Repair:
  - *pump only, no motor work at this time*
5. Transport re-built pump public works yard (includes \$500 flat be allowance)
  - *offloading with forklift not included*
6. Remove & discard all worn and/or replaced items
7. Clean and tidy immediate area around pump, final clean-up by others

**Estimated Total Cost (as listed above):.....\$38,786.00 Total**

*End of Scope of Supply.*



**WE RESPOND!**

COMMERCIAL  
MUNICIPAL  
INDUSTRIAL  
IRRIGATION

**24-Hour Emergency Service**

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www.illinoispump.com

Quote #21-IP-010345-JDS

Friday, March 19<sup>th</sup>, 2022

Page 3 of 3

**Special Notes:**

- Work Schedule: Pricing of this work is based on completion during regular business hours (07:00AM to 3:00PM). Work can be scheduled at other times at an additional cost.
- Additional Parts: Our experience tells us that as a minimum you will need the parts as outlined above. We will be unable to verify the condition of the internal components until the pump/motor is disassembled in our shop for further inspection. We will notify you in writing before proceeding of the costs for any additional parts that are required for proper repair. Our open-door policy invites you to visit our shop at any time during business hours to inspect the condition of your pump.
- Pressure Gauges: Properly functioning gauges must be used to monitor the performance of the pump system and maintain our warranty. We will advise if you we find any faulty gauges.
- Check Valve: A properly functioning check valve is required to maintain our pump warranty. If the existing check valve is not functioning properly at start-up of the rebuilt pump, we will replace it with a new check valve and add this as a separate line item to our invoice.
- Controls & Electrical Connections: We will provide a general inspection of the controls and electrical connections during our service work. Proper controls and electrical connections are required to maintain our warranty. We will advise you if we find any control or electrical issues.
- Parking & Access: The closest, convenient on-site parking, along with clear, clean, and safe access to the equipment during our on-site service is required.
- Extra Labor & Material: Any work or material that is needed beyond what has been described in our proposal will be at additional cost. If additional costs are required, we will notify you before proceeding.

**Terms & Conditions:**

- Delivery: (after receipt of signed quote & formal order; subject to prior inventory levels)
  - Approx. 4-6 weeks
- Payment Terms:
  - Net 30 Days from invoice date (subject to credit approval)
  - Illinois Pump, Inc. standard terms applies; invoices not paid by due date are subject to a \$25 monthly late charge and 1.5% monthly compounding interest, plus all related collections costs, court costs, and reasonable legal fees; terms inconsistent with Illinois Pump standard terms and conditions which may appear on purchaser's formal order will not be binding on seller.
- Sales Tax:
  - sales tax IS NOT included in the pricing listed above
  - please provide your tax-exempt certificate with your order
- F.O.B.: Local freight to your site included; factory freight to our shop will be added to your invoice
- Warranty: Illinois Pump, Inc. standard warranty applies, copy available on request
- Validity: Proposal is valid for fifteen (15) days

**Acceptance of Proposal:**

The undersigned is authorized to sign on its company's behalf and hereby accepts this proposal as outlined above, subject to all of the terms and conditions set forth and agree to perform the same.

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

Title/Position: \_\_\_\_\_

(print name): \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

PO# \_\_\_\_\_



## Agenda Item Executive Summary

**Title:** Ordinance No. M-06-2022: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka (Introduction/Adoption)

**Presenter:** Giovanni McLean, Director of Public Works

**Agenda Date:**

04/05/2022

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Consent:**

YES

NO

**Item History:**

None.

**Executive Summary:**

During the calendar year, the Village of Winnetka's Public Works, Police, Fire and Water and Electric Departments have identified materials and equipment that have reached the end of their useful lives, are not capable of re-use, or are no longer useful to the Village. A detailed listing of specific items identified are contained as Exhibit A of the Ordinance.

Staff is requesting the disposal two leaf vacuum machines that are not operational an have exceeded their of useful life, miscellaneous material and equipment from the public works department that includes, concrete refuse containers, concrete brick pavers, and chairs.

Ordinance No. M-06-2022, prepared by the Village Attorney, authorizes the Village Manager, or his designee to dispose of such items of Surplus Property deemed to be no longer necessary or useful to the Village during the 2021 calendar year in a manner to be determined by the Village Manager, in his discretion. The ordinance also authorizes the Village President and Village Clerk to execute and attest, all documents necessary to complete the disposition of the Surplus Property.

**Recommendation:**

Consider waiving introduction of Ordinance No. M-06-2022 and consider adoption of Ordinance OR consider only introduction of Ordinance No. M-06-2022.

**Attachments:**

1. Ordinance No. M-06-2022: Authorizing the Disposition of Surplus Personal Property Owned by the Village of Winnetka

# ATTACHMENT 1

ORDINANCE NO. M-06-2022

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

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

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

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

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

**NOW, THEREFORE**, be it ordained by the Council of the Village of Winnetka as follows:

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

**SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY.** Pursuant to the Village’s home rule authority, the Village Council hereby authorizes the Village Manager, or the Manager’s designee, to dispose of the Surplus Property listed in **Exhibit A** attached, and by this reference incorporated into this Ordinance, in a manner to be determined by the Village Manager, in the Manager’s discretion.

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

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

***[SIGNATURE PAGE FOLLOWS]***

**PASSED** this 5 day of April, 2022, pursuant to the following roll call vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this 5 day of April, 2022.

Signed:

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

Countersigned:

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

Published by authority of the  
President and Board of Trustees of  
the Village of Winnetka, Illinois,  
this \_\_\_ day of \_\_\_\_\_, 2022.

Introduced: April 5, 2022

Passed and Approved: April 5, 2022





## Agenda Item Executive Summary

**Title:** Resolution No. R-38-2022: Council Chambers AV Digital Upgrade Agreement (Adoption)

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

**Agenda Date:** 04/05/22

**Consent:**  YES  NO

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

### Item History:

The Council Chamber Audio Visual (AV) upgrade project was discussed and approved with the FY 2022 annual budget.

### Executive Summary:

The FY 2022 Village Budget contains funding for completely replacing and upgrading the Council Chambers AV system. The current analog system is at the end of its useful life. The quality of the audio and video has significantly deteriorated over time. The new digital system will include upgraded HD audio and video, in addition to an ADA compliant hearing loop.

Due to the significant capital investment, and the technical expertise required, staff engaged a consultant, Anthony Sumner of TinyCore Pictures LLC to assist staff with the inception, design, and installation of the project. Anthony has over 18 years of experience in municipal government multimedia production and system integration.

In mid-January, with the assistance of a consultant, staff issued a scope of project Request For Proposals to four qualified firms: 1) Abt; 2) Allied Universal Technology Services; 3) AVI Systems Inc.; and 4) Sound Incorporated. Of the four firms contacted, Abt and AVI Systems Inc. submitted proposals. Sound Incorporated and Allied Universal Technology Services declined to submit a proposal. Staff attempted to obtain a third proposal and contacted Chicago Audio Visual. Chicago Audio Visual did submit a proposal, but it was not considered responsive - the proposal was submitted 5 days late and contained only 8 of the 21 requested components.

Attached is a memo prepared by our consultant which summarizes the analysis of the two responsive proposals - Abt and AVI Systems Inc. The AVI proposal is the recommended vendor because their proposal best meets the requirements of the project scope, and is the lowest cost proposal.

**Executive Summary (continued):**

The AVI Systems proposal is \$168,182.60 which includes one year of support and training on the new system. The FY 2022 Village Budget contains a total of \$200,000.00 in the Facilities Fund account 410.15.01-615 for the Audio Visual Equipment (\$150,000.00) and Village Hall Improvements (\$50,000.00.) Staff anticipates that the total project will be completed within the total budget.

Estimated Total Project Costs:

Consultant -	\$3,200.00
AVI Systems, Inc. -	\$168,182.60
2 Computers -	\$5,000.00
Electrical, Carpet, Millwork, Patching, and Painting - not to exceed	\$23,617.40
Total Project Budget -	\$200,000.00

**Recommendation:**

Consider approval of Resolution No. R-38-2022: Waiving Bidding and Approving an Agreement with AVI Systems Inc. for Council Chambers AV Digital Upgrade

**Attachments:**

1. Consultant Recommendation Memo
2. Resolution No. R-38-2022: Council Chambers AV Digital Upgrade
3. Scope of Work



523 Grove Avenue  
 Bensenville, Illinois 60106  
 630.401.7088

**MEMO**

QUOTE# 121321  
 DATE: FEBRUARY 19, 2022

TAX PAYERID NUMBER: 43-2097039

After a thorough review of the proposals regarding the Village of Winnetka Council chamber A/V project, I have created a comparison matrix to support your efforts in choosing a final solution. Both vendors offer differing solutions to meet the metrics of your requirements.

Below are my notes regarding each solution followed by the comparison table. My process for evaluating the proposals was to utilize 18 years' experience in government multimedia production and system integration. I went through each proposal and reviewed the equipment, layout, and design description to see how well it applied to the specific needs of local government.

<b>AVI SYSTEMS</b>	
<b>Best Choice</b>	
1.	The AVI proposal meets all the requirements of the Village of Winnetka Council chamber A/V project. Upon reviewing the specifics of their proposal, I would recommend that the Winnetka IT department arrange for (2) computers be dedicated to the Control room station. One could be a desktop and the other a laptop. The desktop would function as a wired backup to the included camera/audio controller as well as graphic design for titles and lower thirds. A secondary laptop would be used exclusively for ZOOM teleconferencing. This ZOOM computer would be full screen and would be the source that is shown to the board room monitors. A secondary ZOOM co-host (clerk) would handle the chat, presentations or members entry on a laptop in the board room/conference room.
2.	The audio system utilizes many preexisting microphones, but allows for full control of both microphone and speaker zones to eliminate any feedback.
3.	AVI has an excellent support, training and warranty included in the proposal.

<b>ABT</b>	
<b>Specific Issues Need Addressed Prior to Approval</b>	
1.	For the Council Chambers the proposed system relies heavily on the Wi-Fi signal going to the iPad controllers. I would not be comfortable with the stability of that solution.
2.	It appears your current projectors are Christie LW400's whose dimensions are 16.5 x 12.5 x 5.5in (WxDxH). The proposed Epson V11H958020 projectors dimensions are 19.1 x 21.5 x 7.4in (WxDxH). Depending on how snug the current projectors fit into the Draper Plenum Housing #300375, I would be concerned about the size of these projectors and keeping the current housing.
3.	In the Equipment/Control Room, the proposed install of (4) new 43" UHD 4K LED TVs as the Production/Reference Monitors will be a size, space and ergonomic issue for the operator.
4.	The proposed PTJOYG4 camera controller seems fine, although more prosumer than professional. Some reports online mention frequent crashes, although this could have been resolved with the latest updates. It appears the actual source switching (between cameras and presentation content) would be done through the computer using the Just Add Power SwitchPlease web interface. Again, this seems fine- although not the most elegant or typical editor solution.
5.	It also appears that all video capturing is on the control room PC, this will work but I would suggest a back-up recording option that sits between the switcher feed and the PC recording to allow for back-up.
6.	The proposed set-up for the conference room is cumbersome and not necessarily appropriate for the rooms use. In theory, teleconferencing in this room would be mostly used for executive session when some council members are offsite. Having a PZT camera in the room as a source to the control would not necessarily be the best solution for closed session.

✔ Meets Requirements

✘ Doesn't meet requirements

⊖ Issues with solution

### AVI SYSTEMS

**\$168,182.60**

- ✔ (11)- [20" 1080p monitors](#) plus (2) [43" mobile monitors](#)
- ✔ (2) [wired 7" Creston Panels](#) Mayor, Clerk
- ✔ (3) Rewired digital connects. Lectern, Mayor, Clerk.
- ✔ (2) [New Epson Full HD WUXGA 7000](#)
- ✔ (3) [New Sony PTZ HD cameras](#)
- ✔ (2) new [QSC DSP processors](#), for better sound control isolation. Reuse Dias Mics, (12) new roundtable mics w/charging station
- ✔ [Hybrid ALS system](#)
- ✔ (3) [20" monitors](#) for the control room. + switcher surface multiview
- ✔ (1) [wired 10" Creston](#), +iPAD tablet for secondary control.
- ✔ (1) [New Roland all-in-one multi-format AV switcher](#)
- ✔ (1) [Hyperdeck Studio HD Pro video recorder](#)
- ✔ (1) switcher with USB Zoom integration using PC/AV-over-IP HDMI transmitter
- ✔ (1) [H.264 HD web presenter streaming appliance](#)
- ✔ Full channel control of chambers mics through switcher interfaces (iPad/PC)
- ✔ (1) [New 75" LCD display](#)
- ✔ Reuse existing (2) ceiling mics & cabling.
- ✔ Rewired digital connects in table.
- ✔ [Video bar w/ built-in speakers, microphone array, and 4K camera](#)
- ✔ (1) new rack mounted network [SD/USB media player/recorder](#)
- ✘ Proposal assumes all computer sources supplied by client IT department. Dedicated PC & Laptop in CTRL room Required
- ✔ System Support Agreement - Custom 1 YR. +Full training

### Abt COMMERCIAL AUDIO/VIDEO

**\$179,762.48 +**

- ⊖ (12) [ASUS 24" 1080p Computer Monitor](#). Could be size issue, Dias openings 20"
- ⊖ (2) [Apple iPad 10.2"](#) - AMX Requires robust WiFi
- ⊖ (2) Digital wallplate connects. Lectern, table- confused by number of sources
- ⊖ (2) [New Epson 6,000 3LCD](#) Laser Projector – Possible size issue
- ✔ (3) [PTZ Optics 30x Optical Zoom](#) NDI Camera
- ✔ (2) New Symetrix DSP processors [Radius/Prism](#)  
(10) New Dias Mics  
(10) New Roundtable wireless
- ✘ None
- ⊖ (4) [Samsung 43" UHD 4K](#) Too large for space, bad ergonomic design
- ⊖ (2) [Apple iPad 10.2"](#) - AMX Requires robust WiFi
- ✔ (1) [PTZ Optics IP Based Controller](#) and [SwitchPlease](#) web interface
- ⊖ (1) Record directly to new computer listed below. *Redundancy and multitask issue*
- ✔ It appears the new computer listed above would be used for recording. Teleconferencing etc.
- ✘ None – They provide a capture box but not a streaming device
- ✔ Should have full Audio channel controls with iPad controller- not specific
- ✔ (2) [Sony 85" UHD 4K LED TV](#)
- ✔ (1) [Shure Ceiling Mounted](#) Microphone Array
- ✔ Rewired digital connects in table.
- ⊖ (1) [PTZ Optics 30x Optical Zoom](#) See notes on this solution
- ⊖ (1) Appears record directly to new computer listed below. Through controller surface?
- ⊖ (2) [MSI i-7 16gb 1TB Pro PC](#) – one for control and one for conference. See notes on this solution
- ✘ Optional 4 Year Custom Warranty \$17,767.55, support ambiguous

Cost

Chamber Monitors

Chamber Controllers

Chamber I/O

Chamber Projectors

Chamber Cameras

Chamber Audio

Chamber Assistive Listening

Control Rm Monitors

Control Rm Controllers

Control Rm Switcher

Control Rm Recording

Control Rm Teleconferencing

Control Rm Streaming

Control Rm Audio

Conference Monitor

Conference Audio

Conference I/O

Conference Teleconferencing

Conference Audio Recording

Computer Sources

Training, Support & Warranty

## Attachment 2

### RESOLUTION NO. R-38-2022

#### **A RESOLUTION WAIVING BIDDING AND APPROVING AN AGREEMENT WITH AVI SYSTEMS INC FOR COUNCIL CHAMBERS AV DIGITAL UPGRADE**

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

**WHEREAS**, the Village desires to replace and fully upgrade the AV system in the Council Chambers at the Village Hall (“*Services*”); and

**WHEREAS**, the Village has extensively researched firms that provided Services; and

**WHEREAS**, the Village desires to retain AVI Systems Inc (“*Vendor*”) to provide the Services; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to approve an agreement with Vendor to perform the Services;

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

**WHEREAS**, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and approve the Agreement with Vendor;

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

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

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

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

April 5, 2022

R-38-2022

**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 Vendor; provided, however, that if the Village Manager does not receive two executed copies of the final Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the Village Council, be null and void..

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

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Signed:

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

Countersigned:

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

**EXHIBIT A**

**April 5, 2022**

**R-38-2022**



# Retail Sales Agreement

AVI Systems Inc., 703 West Algonquin Road Arlington Heights, IL, 60005 | Phone: (630)477-2300, Fax: (630)477-2301

Proposal Number: 1099836  
 Prepared For: Village of Winnetka  
 Attn: Kristin Kazenas

Proposal Date: February 11, 2022  
**Village of Winnetka - Council Chambers AV Digital Upgrade**

Prepared By: Steve Johnson  
 Phone: (630)477-2325  
 Email: steve.johnson@avisystems.com

## BILL TO

Attn: Kristin Kazenas  
 Village of Winnetka  
 510 Green Bay Rd  
 Winnetka, IL, 60093  
 Phone: (847) 501-6000  
 Email: kkazenas@winnetka.org  
 Customer Number: VOW007

## SITE

Attn:  
 Village of Winnetka - Winnetka, IL Site  
 510 Green Bay Rd  
 Winnetka, IL, 60093  
 Phone: (847) 501-6000  
 Email: kkazenas@winnetka.org

## COMMENTS

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$90,014.60
Integration	\$69,023.00
PRO Support	\$7,250.00
Shipping & Handling	\$1,875.00
Tax (Exempt)	\$0.00
<b>Grand Total</b>	<b>\$168,182.60</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge unless the equipment fails to satisfy the requirements of this Agreement to the warranties expressed or implied herein. The prices are valid for 15 days and may be locked in by signing this RetailSales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

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Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

**If Payment Method is ACH:** Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

## TAXES AND DELIVERY

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Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

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Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](#) (which can be found at <http://www.avisystems.com/TermsofSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

**AGREED AND ACCEPTED BY**

---

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**AVI Systems, Inc.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## SERVICES TO BE PROVIDED

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### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

- A. **SUMMARY:** The Village of Winnetka is seeking to upgrade the existing AV systems in the Council Chambers, Production Control Room, & Conference Room located on the 2<sup>nd</sup> floor of the Green Bay Road, Winnetka, IL facility. Primary upgrades will include converting video systems from analog to digital, new video camera systems, recording systems, control, presentation & display systems, microphone & audio processing systems, web-conferencing integration in the Council Chambers, and hearing loop-based assisted listening system.

#### B. SYSTEM DESCRIPTION:

##### Council Chambers & Control Room

- Functionality Description: The council chambers are used for regular council meetings, study sessions, special sessions, and other meetings. The upgrades will include new video and camera switching, production, and streaming equipment, presentation video distribution and display equipment, audio reinforcement systems, and web conferencing integration. The adjoining control room video production systems will also be upgraded.
- Displays:
  - Reuse existing (2) Draper 137" Diagonal (16:10) motorized screens.  
\*The new projected image will be 16:9 aspect ratio. The existing screens will have their limit switches set to only unroll to provide a 16:9 projected image.
  - Reuse existing (2) Draper Phantom Model B projector lifts.
  - Replace (2) existing Christie projectors with (2) new Epson Full HD WUXGA 7000 lumen laser projectors.  
\*These will physically fit within the existing projector lifts.  
Add (2) AV-over-IP HDMI receivers – 1 per projector.
  - Replace (11) existing monitors at Dais with new 20" 1080p monitors. Reuse existing under-desk monitor mounts and power-control relay system.
  - Replace existing analog video distribution devices and cabling under desk with (1) AV-over-IP HDMI receiver and a 1x16 HDMI DA to feed all the monitors.  
\*a pop-up monitor solution would involve a complete modification of the Dais table top, and is not included in this proposal and would be considered as part of a phase-2 renovation.
  - Add (2) mobile confidence monitor carts with 43" displays to be placed between Dais and round table which will allow council members seated at the Dais to view the presentation if their local monitor is obscured. Includes (2) AV-over-IP HDMI receivers – 1 per cart. Power & network video cables will connect at the floorbox.
  - (3) 20" monitors for the control room: 1 for program/recording feed, 1 for multiview, 1 for chamber video.  
\*AV switcher has built-in multiviewer screen on its worksurface.
- Source Devices:
  - (1) OFE PC/Laptop at lectern with new AV-over-IP HDMI transmitter
  - (1) OFE PC/Laptop at center/Mayor position with new AV-over-IP HDMI transmitter
  - (1) OFE PC/Laptop at clerk seat with new AV-over-IP HDMI transmitter
  - (1) OFE PC/Laptop at in control room with new AV-over-IP HDMI transmitter – dedicated PC for Zoom integration.
  - (1) OFE PC/Laptop for video system configuration & graphics generator (direct connect via HDMI to production switcher)
  - Replace (4) existing pole-mounted PTZ cameras with new Sony PTZ HD cameras.
- Audio:
  - Reuse existing (10) Clock Audio boardroom Dais wired gooseneck microphones, shock-mount/switch & cabling.
  - Reuse existing (1) wired gooseneck microphone and cabling at lectern
  - Replace existing Symetrix DSP systems with (2) new QSC DSP processors and licensing

- Replace existing FM-based Assistive Listening System with a new hybrid ALS system:
  - 1 single perimeter hearing loop with (2) receivers. \*Loop wire to be installed beneath the carpet -customer is responsible for carpet removal and replacement.
  - 1 combo RF & WiFi based system with (2) receivers
- Reuse existing (6) Shure SLX wireless mic systems. \*AVI to retune frequencies.
- Reuse existing (2) Sennheiser handheld wireless mic systems. \*AVI to retune frequencies.
- Add (12) 15" wireless gooseneck microphones, (2) 8-channel wireless access points, and (3) 8-channel networked charging stations. \*Charging stations can hold up to 4 gooseneck mics each.
- Replace existing amplifier with (1) new 4-channel network amplifier.
- Reuse existing (13) ceiling speakers and rezone speakers for mix-minus – separate zones over Dais, round table, audience area.
- (1) rackmounted network SD/USB media player/recorder. Includes (2) 64GB SD cards
- Reuse existing (1) Yamaha nearfield monitor in control room.
- Conferencing:
  - Zoom conference call video and audio will come from a computer located in the control room. Video output from laptop will connect to the AV-over-IP HDMI transmitter. Customer will configure Zoom laptop windowing (Gallery or other) layout as best fits their needs.
  - (1) New Audio & Video to USB bridge device integrated into the AV mixer will provide for audio between the laptop and room audio system. Farside audio during Zoom calls will feed into the room audio system; in-room microphones and other program audio will route back into the Zoom PC. In-room camera feed will also use this USB connection for camera input to Zoom.
- Video Switching, Streaming, Recording:
  - Replace existing video production switching and control system with (1) new all-in-one multi-format AV switcher with USB connectivity for Zoom integration. Switched camera feed and audio in/out of Zoom will be connected over USB interface. "Presentation" content out of Zoom PC will connect to its own AV-over-IP HDMI transmitter.
  - All camera switching, controls, and presets will be managed from the AV switcher worksurface and/or the OFE production room PC as necessary.
  - An additional 10.2" iPad on tablemount stand with companion Switcher Control Software App will be provided and primarily dedicated to PTZ camera control, selection, and preset management. \*All additional switcher control features are also readily available.
  - In-room presentation content from PCs will be switched via AV-over-IP system.
  - (1) H.264 HD web presenter streaming appliance
  - (1) Hyperdeck Studio HD Pro video recorder. Includes (2) SD cards & (1) external USB-3 SSD drive.
- Controls:
  - Existing Crestron control system and button panels will be removed and replaced with a new Crestron control system.
  - Add (2) wired 7" black touchpanel to be located at Dais clerk and mayor positions
  - Add (1) wired 10" black touchpanel to be located at the control room desk.
  - Existing (3) button-panels at the lectern and Dais will be abandoned. Cover plates will replace the button panels on the flip top cable cubby modules. Cable pass-throughs and flip tops will remain in place.
  - Reuse (3) existing Crestron RS-232 Cresnet modules as necessary. Add new power-supply.
  - Crestron touchpanel controls to include:
    1. Video source select (Dais laptop: Mayor, Dais laptop: clerk, Lectern laptop, Zoom PC)
    2. Overall program audio controls.
    3. Overall and individual mic controls (including group control of Dais mics, wireless goosenecks, other wireless mics, and lectern mic)
    4. \*Production room touchpanel will have additional page for individual mic level controls to the broadcast feed.
    5. Projectors on/off (including lift control)
    6. Projection screens up/down
    7. System reset – default levels.
    8. System on/off
    9. Audio & video recorder controls

- (1) new 40-port Managed PoE+ Network AV Switch
- (1) new video production control switcher as noted above with additional iPad tablet for secondary control.
- (1) new dedicated Wireless Access Point for iPad switcher control located in the control room.
- **Equipment Location:**
  - Reuse existing 35-space equipment rack in control room.
  - AVI will remove unused equipment and return to customer for disposal.
  - All other equipment located as noted above.

#### **Conference Room**

- **Functionality Description:** The conference room, located on the other side of the control room, is currently configured for basic presentation and audio recording. The proposed upgrade replaces the presentation projection system with a flat panel LCD display, adds economic basic video conferencing for soft-codec BYOD usage, and reuses existing in-room audio recording microphones and wall button controller, while upgrading the audio recorder.
- **Display:**
  - Replace existing recessed projection screen with 75" LCD display and pull-out mount. \*Existing screen will be abandoned in place. Ceiling-mounted projector to be removed.
- **Source Devices:**
  - OFE Laptop PC
  - Add (1) HDMI extender kit from table to display. Remove existing VGA connection from table to projector.

HDMI feed will connect to TV HDMI input 1

  - Add (1) long active USB-C cable for BYOD connection to videobar
  - Videobar HDMI output will feed TV HDMI input 2
- **Audio:**
  - Reuse existing (2) ceiling microphones and cabling.
  - Replace existing rackmount audio recorder with (1) new rackmounted network SD/USB media player/recorder. Includes (2) 64GB cards.
  - Audio from laptop HDMI feed will be de-embedded at TV digital audio output and feed into the videobar speakers/aux input.
  - USB laptop connection will also feed the videobar speakers.
- **Conferencing:**
  - Add (1) all-in-one video bar for soft-codec web-conferencing via OFE Laptop PC mounted below display.
  - Videobar includes built-in speakers, microphone array, and 4K camera with autoframing.
  - System can utilize 1-cable or 2-cable solution. 1-cable uses the USB-C cable only for passing video and audio but requires customer to install DisplayLink software. 2-cable solution uses HDMI cable for content and USB-C cable for audio/camera connectivity.
- **Switching:**
  - TV handheld remote for switching TV HDMI source.
- **Controls:**
  - Reuse existing wall-mount "start/stop" button controller for audio recorder control.
  - Handheld remote control for TV source switching.
- **Equipment Location:**
  - AVI will remove unused equipment and return to customer for disposal.
  - Audio recorder to be located in control room equipment rack.
  - All other equipment located as noted above.

AVI engineer and install tech will do a preliminary site visit to review existing conditions and planned layout for all new equipment and cabling and discuss with customer. AVI may choose to disassemble equipment rack and bring back to AVI shop for prefabrication.

Training includes up to 4 hours of end-user training.

\*Prevailing Wage for site labor is included.

**C. EXCLUSIONS:** The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

**D. CONSTRUCTION CONSIDERATIONS:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as reasonably directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

**E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:**

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be reasonably clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted) or approval by the Village Council is required.
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

**F. INTEGRATION PROJECT MANAGEMENT PROCESSES**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

**G. KNOWLEDGE TRANSFER (TRAINING)**

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview

- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

#### **H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

#### **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

### **ENGINEERING SERVICES**

#### **ENGINEERING SCOPE OF WORK**

**AVI to provide complete revised system flow drawings and rack elevations.**

#### **ENGINEERING SERVICES TO BE PROVIDED**

AVI Systems will work with the Customer and any related design professionals selected (architects, engineers, etc.) to provide initial and ongoing audiovisual systems design and engineering support for this project.

AVI Systems strongly encourages the fostering of a truly open, cooperative “design team” approach with team members bringing unique, valuable insight from their special perspective to the team.

The goal of these services is as follows:

- Understand clearly the current and future AV needs of the Customer.
- Provide accurate construction documents for implementation of the AV related infrastructure.
- Provide an overall AV plan that will allow for the procurement of appropriate AV equipment and installation, complete with system diagrams, ensuring correct integration of the equipment.
- Compile the data gathered during the engineering process into an Integration Agreement for a turnkey installation of all AV systems, with the added value of a seamless integration process.

The Design Process can be modified at any time per the direction of the Customer – otherwise it shall follow this general outline:

**AV Program Review / Verification** – The AVI Systems design team will obtain from the Customer operational specifications desired of the audio and video systems within the designated facility. Additional facility information will be required including the building’s electrical, structural infrastructure, as well as the physical sizes of each room or space. Using compatible AutoCAD drawings, the integration of desired AV systems within available spaces will be visualized. During this initial design phase various equipment options, with an eye toward future expandability while maintaining current value, will be suggested.

**Budget Verification** – The AVI Systems design team will create a project scope compiled from the information received from the Customer. AVI Systems will generate cost estimates for the various systems as outlined above and compare these budget estimates to any initial AV budgets. This process will reaffirm the exact direction that engineering resources should target in the next phase.

**Initial Design** – During this phase, AVI Systems will begin applying the above-defined systems in detail to the various areas of the Customer facility. Further communications between the Customer and the other design team members, as various options are explored will be necessary at this time. Typical deliverables from this phase would include the following drawings and/or documents.

- Preliminary AV Floor Plan and Elevations detailing locations of all AV devices
- Preliminary Projection Geometry detailing projection/screen locations with viewing angles, mounting details, and etc.
- Preliminary AV Technical Power, Conduit Plans, and Riser Drawings
- Preliminary AV Video Flow
- Preliminary AV Audio Flow
- Preliminary AV Control Flow
- Preliminary AV Rack Layouts
- Preliminary Equipment Lists
- Preliminary Budget Estimates

Submittal of the above for the various rooms will be a progressive process, with most critical drawings being submitted first, allowing construction details to be available on an as needed basis. During this process, modifications to the preliminary plans due a variety of considerations - architectural/aesthetic considerations, budget reviews etc. Electronic exchange of AutoCAD drawings between all the “team members” will facilitate quick exchange of updates. Specific design “freeze dates” will be established with all parties to facilitate timely submittals and help manage Customer’s end cost. All changes are to be reviewed and approved by all parties.

**Final Systems Design** – The changes made in the previous phase to the preliminary designs will be updated and regenerated as “final” construction documents. AVI Systems will typically work off of background drawings from an architect under contract to the Customer, entering AV specific data and returning these back to the architect (or other Customer retained design professional) for integration into final construction documents.

**Project Specifications Document** – The final audiovisual systems designs will be compiled into a written project technical specifications document with equipment lists and any pricing not already included in the quote for a complete integration. This document will include the following system diagrams and documents.

- AV Floor Plan and Elevations detailing locations of AV devices
- AV Video Flow
- AV Audio Flow
- AV Control Flow
- Equipment lists as specified
- System infrastructure requirements including cable and termination specifications
- System operational and post operational requirements
- Project Scope of Work
- Project costs
- Project Integration Agreement

**CUSTOMER CARE**

**CUSTOMER CARE SERVICES TO BE PROVIDED**

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

<b>Customer Care Entitlement Matrix</b>			
<b>Entitlement</b>	<b>Definition</b>	<b>System Support</b>	<b>Services Level</b>
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am - 5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for support systems to diagnose and resolve incidents	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Onsite response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include Consumables or Obsolete Equipment.	Included	Repair and/or replacement is manufacturer-dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents.	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	One (1) Systems Health Check per year, scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	

## **CUSTOMER CARE DEFINITIONS**

**System** - Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

**Priority Support** - Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

**Remote Support** - Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connections to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

**Onsite Support** - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

**Consumables** - Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

**Obsolete Equipment** - Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

**Loaner Equipment** - Defined as table top LCD projectors and flat screen monitors under 50". Table top projects are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

**Best Effort** - Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

**Advanced Parts Replacement** - Provides for recycling of equipment in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange.

**Software Update Assistance** - Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

## **SYSTEM SUPPORT TERMS**

**Coverage Dates** - Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement.

**Exclusions** - For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems' prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problem with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire not caused by defects in the equipment, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose

for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Teams are in addition to AVI System's General Terms and Conditions of Sale.

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**PRODUCTS AND SERVICES DETAIL**

**PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
		<b>Chamber</b>			
AVI-TBD-MATERIAL	ROLAND	V-160HD, HD Streaming Video Switcher - 16 Channel	1	\$5,150.00	\$5,150.00
SRG300H	SONY	Sony SRG-300H - Surveillance camera - PTZ - color - 2.1 MP - motorized - HDMI - DC 12 V	4	\$2,139.00	\$8,556.00
VA2055SM	VIEWSONIC	20IN WS LED 1080P VA2055SM VGA MNTR DVI SUPERCLEAR MVA PANEL	3	\$170.00	\$510.00
TS110SU	CHIEF	THIN SINGLE ARM SWINGARM	3	\$99.00	\$297.00
DM-NVX-D200	CRESTRON	DM NVX® 4K60 4:2:0 Network AV Decoder with Scaler	1	\$750.00	\$750.00
DM-NVX-E20	CRESTRON	DM NVX® 4K60 4:2:0 Network AV Encoder	1	\$619.00	\$619.00
DM-NVX-351	CRESTRON	DM NVX® 4K60 4:4:4 HDR Network AV Encoder/Decoder with Downmixing	1	\$957.00	\$957.00
BMD-BDLKWEBPTRPRO	BLACK MAGIC DE	Blackmagic Web Presenter HD	1	\$495.00	\$495.00
BMD-HYPERD/ST/DFHP	BLACK MAGIC DE	HyperDeck Studio HD Pro	1	\$995.00	\$995.00
AVI-TBD-MATERIAL	ANGELBIRD	1TB SSD2GO PKT MK2 External SSD (Red)	1	\$375.00	\$375.00
AVI-TBD-MATERIAL	ProGrade Digit	128GB UHS-II SDXC Memory Card	2	\$150.00	\$300.00
BMD-CONVNTRM/YA/RSH	BLACK MAGIC DE	Teranex Mini - Rack Shelf	1	\$109.00	\$109.00
OFE	OWNER	OFE Production PC for System Configuration, Graphics	1	\$0.00	\$0.00
MK2L3LL/A	APPLE	Apple 10.2-inch iPad Wi-Fi 64GB - Silver	1	\$375.00	\$375.00
MHJA3AM/A	APPLE	20W USB-C Adapter	1	\$24.00	\$24.00
MKQ42AM/A	APPLE	USB Type-C to Lightning Cable (6.6')	1	\$42.00	\$42.00
H600X-BG	HECKLER DESIGN	Heckler Stand for iPad 10.2-inch - Black Grey	1	\$109.00	\$109.00
WAX214-100NAS	NETGEAR	WiFi6 AX1800 PoE Access Point	1	\$137.00	\$137.00
OFE	OWNER	Draper Phantom Model B 300375 Projector Lift	2	\$0.00	\$0.00
OFE	OWNER	Draper Signature Series E 72" x 116" Screen	2	\$0.00	\$0.00
V11HA25020	EPSON	PowerLite L730U	2	\$4,099.00	\$8,198.00
DM-NVX-D200	CRESTRON	DM NVX® 4K60 4:2:0 Network AV Decoder with Scaler	2	\$750.00	\$1,500.00
OFE	OWNER	Nova FPA-8-2006 Desk Monitor Arm	11	\$0.00	\$0.00
VA2055SM	VIEWSONIC	20IN WS LED 1080P VA2055SM VGA MNTR DVI SUPERCLEAR MVA PANEL	11	\$170.00	\$1,870.00
10-70753210	KRAMER	VM-16H/110V 1:16 HDMI Distribution Amplifier	1	\$1,008.00	\$1,008.00
DM-NVX-D200	CRESTRON	DM NVX® 4K60 4:2:0 Network AV Decoder with Scaler	1	\$750.00	\$750.00
MFMUB	CHIEF	3' - 4' MOBILE CART 15 - 45 DEGREE TILT	2	\$674.00	\$1,348.00
MSBVB	CHIEF	UNIVERSAL VESA BRACKET	2	\$99.00	\$198.00
FW43BZ30J	SONY	Sony FW-43BZ30J - 43" Diagonal Class BRAVIA Professional Displays LED-backlit LCD display - digital	2	\$847.00	\$1,694.00
DM-NVX-D200	CRESTRON	DM NVX® 4K60 4:2:0 Network AV Decoder with Scaler	2	\$750.00	\$1,500.00
OFE	OWNER	Clock Audio C32E-RF (at Dias - REUSE)	10	\$0.00	\$0.00
OFE	OWNER	Clock Audio SM80-S (at Dias - REUSE)	10	\$0.00	\$0.00
OFE	OWNER	Gooseneck Mic at Podium (REUSE)	1	\$0.00	\$0.00

MXW8--Z10	SHURE	DESKTOP BASE TRANSCEIVER	12	\$500.00	\$6,000.00
MX415LPDF/S	SHURE	15 Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Supercar	12	\$194.00	\$2,328.00
MXWNCS8	SHURE	8-CH NETWORKED CHARGING STATION	3	\$1,529.00	\$4,587.00
MXWAPT8--Z10	SHURE	8-CH ACCESS POINT TRANSCEIVER	2	\$2,932.00	\$5,864.00
OFE	OWNER	Shure SLX Wireless Mics (REUSE)	6	\$0.00	\$0.00
OFE	OWNER	Sennheiser Wireless Mics (REUSE)	2	\$0.00	\$0.00
DN-900R	DENON	Dante Media Player/Recorder	1	\$657.00	\$657.00
SDDSXXY-064G-GN4IN	SANDISK	64GB Extreme PRO UHS-I SDXC Memory Card	2	\$35.00	\$70.00
CORE 110F	QSC	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-	2	\$2,938.00	\$5,876.00
SLQUD-110-P	QSC	Q-SYS Core 110 UCI Deployment Software License, Perpetual.	1	\$160.00	\$160.00
SLQSE-110-P	QSC	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1	\$320.00	\$320.00
SLDAN-32-P	QSC	Q-SYS Software-based Dante 32x32 Channel License, Perpetual.	1	\$638.00	\$638.00
CX-Q 4K4	QSC	4-Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp?, Mic/line Inputs,	1	\$2,738.00	\$2,738.00
OFE	OWNER	STB CM-600i-WH Speakers (REUSE)	13	\$0.00	\$0.00
OFE	OWNER	Existing Control Room Yamaha Monitor	1	\$0.00	\$0.00
OFE	OWNER	OFE Lectern Laptop PC	1	\$0.00	\$0.00
OFE	OWNER	OFE Dais PC/Laptop at Mayor position	1	\$0.00	\$0.00
OFE	OWNER	OFE Dais PC/Laptop at Clerk position	1	\$0.00	\$0.00
DM-NVX-E20	CRESTRON	DM NVX® 4K60 4:2:0 Network AV Encoder	3	\$619.00	\$1,857.00
CP4N	CRESTRON	4-Series? Control System	1	\$1,750.00	\$1,750.00
TS-770-B-S	CRESTRON	7 in. Tabletop Touch Screen, Black Smooth	2	\$1,250.00	\$2,500.00
TS-1070-B-S	CRESTRON	10.1 in. Tabletop Touch Screen, Black Smooth	1	\$1,875.00	\$1,875.00
CNPWS-75	CRESTRON	Cresnet Power Supply, 75 Watts	1	\$282.00	\$282.00
OFE	OWNER	Crestron ST-COM (REUSE)	3	\$0.00	\$0.00
GSM4248PX-100NAS	NETGEAR	M4250 40G8XF POE plus MNGD SW	1	\$2,687.00	\$2,687.00
LCS-120-01	LISTEN	WiFi/RF Base System	1	\$1,274.00	\$1,274.00
C7-1 SYS 1	WILLIAMS SOUND	Single Perimeter Loop system. Includes: (1) C7-1N US loop driver, (2) PLR BP1 receivers, (2) EAR 0	1	\$2,753.00	\$2,753.00
OFE	OWNER	ERK-3525 AV Rack (REUSE)	1	\$0.00	\$0.00
QSC-TRANSIT-SURCHARGE	QSC	<b>Sub-Total: Chamber</b> QSC Transit Surcharge	1	\$486.60	<b>\$82,082.00</b> \$486.60
<b>Conf Room</b>					
OFE	OWNER	Existing Ceiling Mics (REUSE)	2	\$0.00	\$0.00
OFE	OWNER	2 Button Keypad (REUSE)	1	\$0.00	\$0.00
FWD75X81CH	SONY	Sony FWD-75X81CH - 75" Diagonal Class (74.5" viewable) - BRAVIA Professional Displays X81CH Series L	1	\$2,151.00	\$2,151.00
TS525TU	CHIEF	THIN SWING ARM (LARGE)	1	\$509.00	\$509.00
HD-RX-4K-210-C-E	CRESTRON	DMP5 Lite? 4K Multiformat 2x1 AV Switch and Receiver	1	\$813.00	\$813.00
HD-TX-101-C-E	CRESTRON	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable	1	\$207.00	\$207.00
DN-900R	DENON	Dante Media Player/Recorder	1	\$657.00	\$657.00

SDSDXXY-064G-GN4IN	SANDISK	64GB Extreme PRO UHS-I SDXC Memory Card	2	\$35.00	\$70.00
842415-1110	BOSE	VB1 Videobar 120V US	1	\$1,199.00	\$1,199.00
842888-0010	BOSE	Display mount kit for VB1	1	\$112.00	\$112.00
939-001805	LOGITECH	45M STRONG USB 3.1.CABLE	1	\$932.00	\$932.00
		CABL NEW LONGER STRONGER USB CONNECTOR			
M2-HDSEM-M-06F	LIBERTY AV	HDMI CBL HS W/NET AWM 6' BLK	1	\$11.00	\$11.00
M2-HDSEM-M-15F	LIBERTY AV	HDMI CBL HS W/NET AWM 15' BLK	1	\$15.00	\$15.00
DL-ARDA	LIBERTY AV	DIGITALINX SECURE ADAPTER RING	1	\$300.00	\$300.00
C2G-43175	C2G	150ft HDBaseT Certified Cat6a Cable CMP	1	\$320.00	\$320.00
C2G-19378	C2G	150FT CAT5E SNAGLESS UTP CABLE-GRY	1	\$46.00	\$46.00
SPDIF2AA	STARTECH	SPDIF Digital Coaxial or Toslink Optical to Stereo RCA Audio Converter	1	\$49.00	\$49.00
C2G-40391	C2G	2.0M Velocity TOSLINK Optical Digital Ca	1	\$9.00	\$9.00
C2G-40614	C2G	VELO 3.5 M STEREO TO (2) RCA M ST 6 FT	1	\$11.00	\$11.00
UL603CB-6	TRIPPLITE	POWER STRIP 4OUT 6FT METAL	1	\$35.00	\$35.00

**Sub-Total: Conf Room \$7,446.00**

**Integration - Chamber**

- Meetings
- Project Management
- Programming
- In Shop Fabrication
- On Site Integration
- Testing & Acceptance
- Training
- Integration Cables & Connectors
- Engineering & Drawings

**Sub-Total: Integration - Chamber \$69,023.00**

**Sub-Total (Misc./QSC Transit): \$486.60**

**Total: \$159,037.60**

**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	System Support Agreement - Custom 1 YR	1.0000	\$7,250.00	\$7,250.00

*Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling*

## AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

**1. Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.

**2. Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.

**3. Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.

**4. Shipping and Handling and Taxes** – The prices shown are F.O.B. delivery and acceptance by Customer. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder.

**5. Title** – Where applicable, title to the Equipment passes to the Customer after the Equipment is delivered, installed, and accepted by Customer.

**6. Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer may secure insurance on Equipment from this point forward.

**7. Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

**8. Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

**9. General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants that it will perform its services in accordance with the standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance, and, in addition, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

**10. Indemnification** – AVI shall, and does hereby agree to, indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with AVI's performance of, or failure to perform, its services or any part thereof, or any failure to meet the representations and certifications set forth in this Agreement.

**11. No Consequential Damages** – EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

**12. Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer that is not cured by Customer within 30 days, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

**13. Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Illinois in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Illinois in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Cook County, Illinois in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event that a party must take action to enforce its rights under the Agreement, the court shall award the prevailing party its attorney's fees it incurred to enforce its rights under this Agreement.

**14. General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**15. Nonsolicitation** - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**16. Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**17. Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



ORGANIZATION			
<b>PROJECT NAME</b>	<b>Winnetka Council Chambers AV Digital Upgrade</b>		
<b>NAME</b>	Kristin N. Kazenas, Assistant Village Manager	<b>MAILING ADDRESS</b>	Village of Winnetka 510 Green Bay Road Winnetka, IL 60093
<b>CONTACT</b>	847-716-3543 / kkazenas@winnetka.org		
<b>DATE</b>	01/19/2022	<b>AUTHOR</b>	A. SUMNER

BOARD ROOM DIGITAL A/V UPGRADE PROJECT	
OVERVIEW	SITE DIAGRAM

The Village of Winnetka is seeking a qualified **AV Installation Consulting Firm** to submit a quote for the upgrade/replacement of all the Village Council Chamber Audio-Visual Systems from analog to digital. This upgrade will remedy communications within the chamber, and improve viewing civic meetings at home via the web or through video conferencing. The new system should be able to accommodate remote and hybrid/remote meetings and recording.

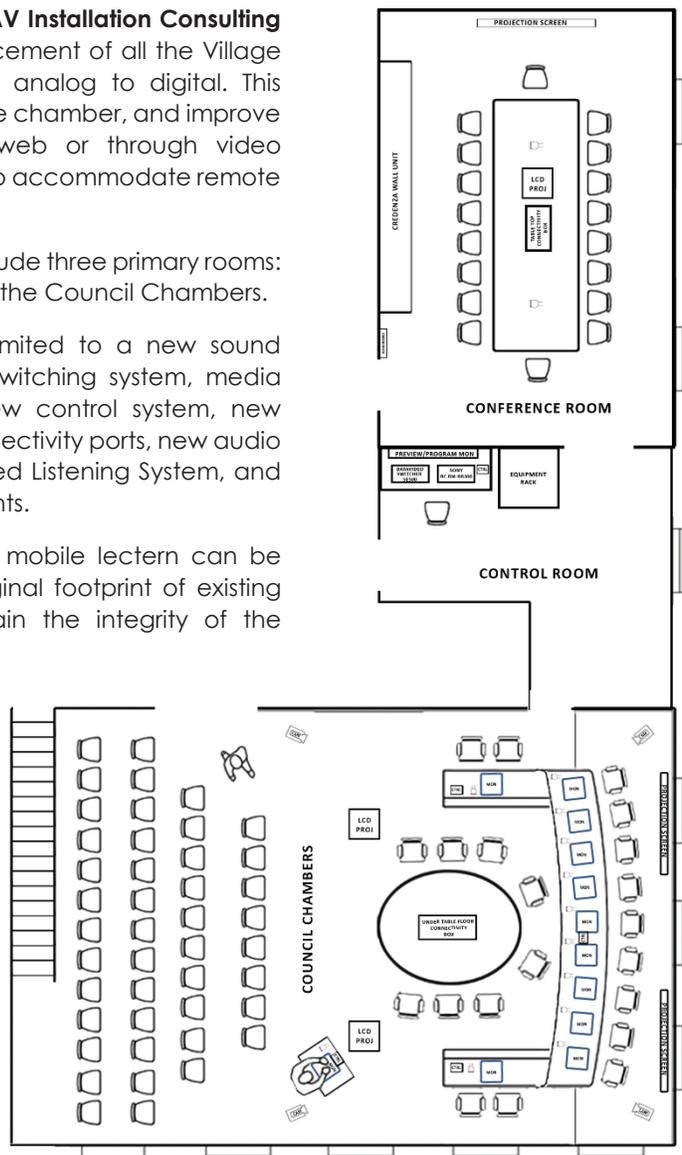
New installations of the Audio-Visual System include three primary rooms: the Conference Room, the Control Room, and the Council Chambers.

New AV installation will include but is not limited to a new sound reinforcement system, an audio and video switching system, media capture and storage, new PTZ cameras, new control system, new projectors, several video displays, new I/O connectivity ports, new audio induction loop system to replace the RF Assisted Listening System, and other general audio-visual system enhancements.

The Council Chamber dais, staff tables, and mobile lectern can be modified, but it is important to retain the original footprint of existing equipment with minimal changes to maintain the integrity of the historical room.

AV Installation Consulting Firm quotes should include details of ongoing support, training, and maintenance services delivered to keep the System functioning as designed and installed.

**Please note:** This floor plan is not to scale and is to be used only as a guide for the general layout of the rooms and location of equipment. Layout shows current A/V set-up.



## COUNCIL CHAMBERS EQUIPMENT BREAKDOWN

### DISPLAYS

CURRENT	SUGGESTED
(2) OVERHEAD LCD PROJECTORS	REPLACE
(2) LCD MOTORIZED CEILING LIFTS	OFF
(2) 16:10 FORMAT MOTORIZED PROJECTION SCREENS	OFF
(12) DESKTOP COMPUTER MONITORS (SD)	REPLACE / SUGGEST NEW OPTIONS FOR POP UP DESKTOP SCREENS (GLARE ISSUE ON CURRENT SET-UP)

### VIDEO & PRESENTATION SOURCE I/O and CONTROLLERS

CURRENT	SUGGESTED
(1) CENTER DIAS FLIP TOP CRESTRON CONTROL CENTER C2N-FTB-D	NEW DIGITAL CONTROL PANEL AND I/O CONNECTIONS BOX
(1) SOUTH DIAS FLIP TOP CRESTRON CONTROL CENTER C2N-FTB-D	NEW DIGITAL CONTROL PANEL AND I/O CONNECTIONS BOX
(1) ADMIN FLIP TOP CRESTRON CONTROL CENTER C2N-FTB-D	NEW DIGITAL CONTROL PANEL AND I/O CONNECTIONS BOX
(1) PODIUM FLIP TOP CRESTRON CONTROL CENTER C2N-FTB-D	NEW DIGITAL CONTROL PANEL AND I/O CONNECTIONS BOX
(1) FLOOR CONNECTIVITY BOX UNDER STUDY SESSION TABLE	UPGRADE I/O CONNECTIONS FOR ALL DIGITAL

### CAMERA / AUDIO / MICROPHONE

CURRENT	SUGGESTED
(4) COMPOSITE SD CAMERAS	(4) HD PZT CAMERAS
(10) DAIS WIRED MICROPHONES	REPLACE FOR SOUND CLARITY
(1) PODIUM WIRED MICROPHONE	REPLACE FOR SOUND CLARITY
(10) WIRELESS STUDY SESSION TABLE MICS	(12) REPLACE WITH LAPEL WIRELESS KITS BUT OPEN TO SUGGESTIONS FOR BETTER SOUND AND NO FEEDBACK FOR CENTER STUDY SESSION TABLE
(7) 8" IN-CEILING 70V SPEAKERS	OFF (POSSIBLY ISOLATE SPEAKER CONTROL FOR FEEDBACK)
(2) ADA HEADSETS	NEW AUDIO INDUCTION LOOP SYSTEM

### REMOTE / HYBRID REMOTE CONFERENCING

CURRENT	SUGGESTED
No current integrated system in place	<p>Zoom conference call video and audio can come from a Winnetka laptop computer located at the Admin Dias to host web meetings or remote participants. Video output from laptop will connect to the HDMI control center and will duplicate on all screens what is shown on the local laptop display. Customer will configure Zoom laptop windowing (gallery or other) layout as best fits their needs. New Audio &amp; Video to USB bridge device, can be located in the main rack, and will provide for audio between the laptop and chamber audio system. Farside audio during Zoom calls will feed into the room audio system: in-room microphones and other program audio will route back into the laptop. USB 2.0 extender system can provide for USB connection between Zoom laptop and AV Bridge. The secondary SDI camera feeds into the matrix switcher will be routed into the AV Bridge as the primary local camera feed into the Zoom call. This can be configured to automatically switch between cameras using the microphone feeds typically associated with either given camera. (Actual camera pan/tilt/zoom functions will still be controlled by control room operator) When in normal presentation mode, audio from laptop will use the HDMI wallplate connection. When in Zoom call, audio from laptop will utilize the USB connection. System operators will have a button on the touch panel/Creston control to switch between "Presentation" laptop &amp; Zoom. This will allow for residents to communicate virtually with the Board (on the big screens) using the podium, cameras and audio from the Chamber. It will also allow board members to remotely join regular public meetings.</p>

### NOTES

The Council Chambers center Study Session round table is used frequently for meetings. Although there is wired connectivity under the table, the council has preferred wireless microphone solutions. Due to the placement of the ceiling speakers, feedback has been an ongoing issue. In addition, audio drop off occurs because of the need for Council members to rotate in their chairs away from the mics. The Village is open to solutions that would remedy these issues without altering the speaker placement on the ceiling. Some ideas have been to use wireless lapel microphones. Ideally, any new wireless system would have a charging dock for the microphones.

## CONTROL ROOM BREAKDOWN

### EQUIPMENT RACK

CURRENT	SUGGESTED
(2) FURMAN PL 8-C Power Conditioner protection	Since this will be a complete system overhaul, the entire rack will need a new build. This will include a new digital matrix router, AV Bridge, amplifier, audio DSP, Power Conditioners and more.
(1) TVONE SV-105YC S-Video Switcher	
(1) TVONE - TASK 1T-DA8SV S-Video Distribution Amplifier	
(1) EXTRON SW4 RGBHV A	
(1) EXTRON DA RGB/YUV SERIES	
(2) TASCAM HD-R1	POSSIBLY KEEP AUDIO RECODING DECKS, OPEN TO CHANGE
(1) PROG VID & AUDIO OUTOUT	RECONFIGURE FOR NEW DIGITAL SYSTEM
(3) DATAVIDEO DN-500	POSSIBLY KEEP VIDEO RECODING DECKS, OPEN TO CHANGING TO MORE ROBUST AND PORTABLE SYSTEM
(6) SHURE SLX4 RECIEVERS	DEPENDING ON STUDY SESSION TABLE VENDOR AUDIO RECOMMENDATIONS, THESE COULD REMAIN INTERGATED INTO THE SYSTEM
(2) SHURE UA844 Antenna Distribution	
(1) TVONE - TASK 1T-C2-100 DOWN CONVERTER	REMOVE
(1) NETGEAR GS608	REPLACE FOR NEW SYSTEM
(2) SENNHEISER EW 100 G3	DEPENDING ON STUDY SESSION TABLE VENDOR AUDIO RECOMMENDATIONS, THESE COULD REMAIN INTERGATED INTO THE SYSTEM
(1) SENNHEISER ASA 1	
(1) RDL RU-DA4D Audio Distribution Amplifier	REPLACE FOR NEW SYSTEM
(3) CRESTRON RS-232/422 2	REPLACE FOR NEW SYSTEM
(1) CRESTRON CP2E 2-SERIES CONTROL SYS	REPLACE FOR NEW SYSTEM
(1) LISTEN TECHNOLOGIES LT-800	REPLACE FOR NEW SYSTEM
(1) SYMETRIX SYMNET 8X8 DSP	REPLACE FOR NEW SYSTEM
(1) SYMETRIX SYMNET BREAKIN12	REPLACE FOR NEW SYSTEM
(1) SYMETRIX SYMNET CONTROL I/O	REPLACE FOR NEW SYSTEM
(1) LAB GRUPPEN C SERIES AMPLIFIER	REPLACE FOR NEW SYSTEM

### CONTROLLERS & SWITCHER & RECORDING/STORAGE

CURRENT	SUGGESTED
(1) SONY REMOTE CONTROLL RM-BR300	REPLACE FOR NEW SYSTEM BASED ON CAMS
(1) DATAVIDEO SWITCHER SE-500	REPLACE FOR NEW SYSTEM- ATEM IS A GOOD SOLUTION
(1) CRESTRON CONTROL PANEL	REPLACE FOR NEW SYSTEM
(3) TOSHIBA DVD RECORDERS	REPLACE - BLACKMAGIC & AJA GOOD SOLUTIONS

### DISPLAYS & MONITORING

CURRENT	SUGGESTED
(6) TOTE VISION SD MONITORS	REPLACE WITH WALL MOUNT MULTIVIEW SCREENS
(1) PANASONIC 1384	REPLACE

## CONFERENCE ROOM BREAKDOWN

### DISPLAYS

CURRENT	SUGGESTED
(1) MANUEL PROJECTION SCREEN	(2) LARGE COMMERICALLY AVAILABL FLAT SCREEN TVS MOUNTED ON THE NORTH AND WEST WALLS

### VIDEO & PRESENTATION SOURCE I/O and CONTROLLERS

CURRENT	SUGGESTED
(1) HITACHI LCD PROJECTOR	ABANDON FOR LAPTOP CONNECTION TO MONITORS
(1) TABLE TOP CONNECTIVITY BOX	REWIRE FOR DIGITAL CONNECTIONS TO MONITORS
(1) WALL PLATE SWITCH FOR ROOM AUDIO RECORDING	UPGRADE DEPENDENT ON NEW SYSTEM

### AUDIO / MICROPHONE

CURRENT	SUGGESTED
(2) CEILING MOUNTED MICROPHONES FOR AUDIO RECORDING	UPGRADE FOR IMPROVED ROOM AUDIO RECORDING

