

**Winnetka Village Council**  
**REGULAR MEETING**  
**Village Hall**  
510 Green Bay Road  
May 3, 2022  
7:00 p.m.

**AGENDA**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
  - a) May 10, 2022 Study Session
  - b) May 17, 2022 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
  - a) Approval of Village Council Minutes
    - i) April 12, 2022 Study Session.....3
  - b) Approval of Warrant List dated April 5, 2022 – April 18, 2022.....5
  - c) Resolution No. R-53-2022 – Awarding an Agreement to Avalon Petroleum Company for the Purchase of Fuel (Adoption).....6
  - d) Resolution No. R-55-2022 – Awarding a Contract to Midwest Mechanical, LLC for HVAC Services (Adoption).....25
  - e) Resolution No. R-56-2022 – Approving a Sixth Amendment to a License Agreement with New Cingular Wireless PCS (Adoption).....56
  - f) Resolution No. R-57-2022 – 2022 Sewer Relining Program (Adoption).....88
  - g) Resolution No. R-58-2022 – Purchase of Software Licenses from Liftoff LLC (Adoption).....100
  - h) Resolution No. R-60-2022 – Waiving Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Purchase Order with Morton Salt, Inc (Adoption).....109
  - i) Resolution No. R-61-2022 – Awarding a Contract to G&L Contractors for Dredging Services (Adoption).....114

- 8) Ordinances and Resolutions:
  - a) Ordinance No. M-09-2022 – 1183 Scott Avenue Annexation & Rezoning (Public Hearing/Introduction/Adoption).....138
  - b) Resolution No. R-54-2022 – Extension of Recycling Services Agreement (Adoption).....147
- 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.

**MINUTES  
WINNETKA VILLAGE COUNCIL  
STUDY SESSION**

**April 12, 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, April 12, 2022, 2022 at 7:00 PM.

- 1) Call to Order. President Rintz called the meeting to order at 7:04 PM. Manager Bahan called the roll of the Village Council. Present: Trustees Tina Dalman, Bob Dearborn, Kim Mancini, and John Swierk. Absent: Trustees Robert Apatoff and Andy Cripe. Also present: Village Manager Robert Bahan, Assistant Village Manager Kristin Kazenas, Village Attorney Ben Schuster, Deputy Village Clerk Berina Gradjan, and Chief of Police Marc Hornstein, and approximately 1 persons in the audience.
- 2) Public Comment. None.
- 3) Gasoline Powered Leaf Blower Working Group Update.

President Rintz states Police Chief Marc Hornstein and King Poor will be providing Council an update regarding the regional working groups research and findings, indicating that he has had previous working history with King Poor and believes that Mr. Poor will represent the Village with dignity. As Winnetka offers a sense of peace and quiet, President Rintz believes that leaf blowers compromise Winnetka's charm and impact the community.

Chief Hornstein provides Council history of the Village's leaf blower ordinance, enacted in 1994, and how the ordinance has since been modified and enforced. Historically, enforcement of the ordinance by the Police Department solely relied on complaints before officers began issuing \$100 fines.

As the pandemic increased the number of residents working from home, the Police Department also saw an increase in complaints regarding gasoline powered leaf blowers. Chief Hornstein confirms that in 2021, an initiative by the Village was put in place; a letter that was sent to landscape companies requesting their written pledge to honor Winnetka's gasoline powered seasonal leaf blower ban, effective between June 1 – September 30, and with restricted hours from October 1 – May 31. Chief Hornstein informs Council that by referencing the landscape companies that have taken the initiative to sign the pledge in Winnetka Report, this offers a positive marketing tool for these companies, displaying a positive sustainability approach.

King Poor informs Council that 2021 brought significant attention to gasoline powered leaf blowers not just a local level, but nationally as well. Studies that were conducted revealed toxic pollution from leaf blowers due to lack of gas efficiency, but also indicate that their low frequency made the loud noise almost impossible to block out. These issues urged Go Green organizations within the North Shore region to come together on the issue to form an alliance, sharing local ordinances that are in place and to effectively figure out an approach to resolve the issue.

Council discusses the impact public education regarding gasoline powered leaf blowers can have, informing residents, business owners, and the general public on the issues and concerns

related to leaf blowers, but also raising awareness of all issues that have caused the regional working group to come together and the greater effect that a regional response can have rather than individual municipalities.

Council deliberates alternative options, such as the use of electric leaf blowers and their use within the surrounding communities in the North Shore. Council also discusses the cost effectiveness for landscapers, and how homeowners can play a vital role in the transition process. King Poor references that certain communities allow the use of only electric leaf blowers and believes that the school district and park districts should be on board with moving towards a more sustainable driven approach.

Trustee Swierk and members of Council commend the enforcement of the ordinance in place and challenge the community to take part in the efforts to eventually ban gasoline powered leaf blowers.

Public Comment.

- i) Liz Kunkle informs Council that the ban for gasoline powered leaf blowers has been in the works for some time, however, it did not have enough support to enforce further actions. Ms. Kunkle agrees that the pledge can have a positive impact for the landscape companies and that the Village should continue striving to raise awareness related to these matters and follow enforcement by surrounding communities.
- 4) Closed Session for the Purpose of Discussing the Sale or Lease and Related Compensation of Village Property Pursuant to Section 2(c)(6) of the Open Meetings

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

The Council adjourned into Closed Session at 8:24 PM.

- 5) Adjournment. The Special Closed Session meeting ended at 8:37 p.m.

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Recording Secretary



## Agenda Item Executive Summary

**Title:** Approval of Warrant Lists

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

**Agenda Date:**

05/03/2022

**Consent:**

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

**Item History:**

None.

**Executive Summary:**

The Warrant List dated April 5, 2022 - April 18, 2022.

**Recommendation:**

Consider approving the Warrant List dated April 5, 2022 - April 18, 2022.

**Attachments:**

None.



## Agenda Item Executive Summary

**Title:** Resolution No. R-53-2022: Awarding an Agreement to Avalon Petroleum Company for the Purchase of Fuel (Adoption)

**Presenter:** Giovanni McLean, Director of Public Works

**Agenda Date:** 05/03/22

**Consent:**  YES  NO

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

### Item History:

FY2022 Budget - Fuel Purchases

### Executive Summary:

On March 29, 2022 a bid notice (RFB #022-024) was advertised in the Winnetka Talk and posted to the on-line bidding service, DemandStar. This bid package requested contractors to procure and deliver fuel (Unleaded Gasoline 89 and Ultra-low Sulfur Diesel) to the Village to meet our annual demand (30,000 USG and 40,000 USG) . The rates are per-gallon that includes two components: the cost of the fuel itself, which is based on the Oil Pricing Information Service low rack Chicago area price for the day of delivery (plus applicable taxes), and a markup for profit/overhead that remains fixed throughout the term of contract. The proposed contract would be for a period of four years with an option to extend an additional two years based upon the quality of service provided. The rate increase for subsequent years of the extension term would be indexed to the actual CPI with a 2.5% maximum increase per year. The approved agreement would commence May 6, 2022 and expire on May 5, 2026.

On April 22, 2022, three companies submitted bids. The racked price of fuel is a pass-through cost and varies with the market. As a result, the contractors bids below are based on the markup profit/overhead per-gallon.

Company	Unleaded 89-Octane	Ultra-low Diesel
Avalon Petroleum Company	-\$0.02	\$0.03
Al Warren Oil Co. Inc	\$0.06	\$0.06
Bells Fuel Services Co	\$0.08	\$0.08

All bidders were required to provide a contract bond and the successful bidder will be required to provide a performance bond. The contractor, Avalon Petroleum Company, submitted the lowest, most responsive bid.

**Executive Summary (continued):**

The Village has not previously utilized Avalon Petroleum Company. References, which included governmental entities, were contacted and indicated satisfaction with the supplier's service, ease to work with and consistency with supply. Based on the information compiled, and the references received, staff is confident that Avalon Petroleum Company will meet or exceed the Village's requirements for the requests in the bid.

For FY2022, the Village currently has \$284,800 budgeted (Account 640.86.01-549) for fuel purchases.

Based on these factors, staff recommends awarding the multi-year contract for fuel purchasing to Avalon Petroleum Company.

Resolution No. R-53-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Avalon Petroleum Company for fuel purchases.

**Recommendation:**

Consider adopting Resolution No. R-53-2022 approving an agreement with Avalon Petroleum Company for fuel purchases and authorize the Village Manager to execute the renewal option.

**Attachments:**

1. Resolution No. R-53-2022: Awarding an Agreement to Avalon Petroleum Company for the Purchase of Fuel
2. Exhibit A: Avalon Petroleum Company Fuel Purchase Contract

RESOLUTION NO. R-53-2022

A RESOLUTION AWARDING AN AGREEMENT TO  
AVALON PETROLEUM COMPANY  
FOR THE PURCHASE OF FUEL

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

WHEREAS, the Village desires to purchase fuel (“*Product*”) for a period of four years with a Village option to extend the term of the contract for an additional two years (“*Renewal Option*”); and

WHEREAS, the Village requested bids for the purchase of the Product; and

WHEREAS, the Village received bids to supply the Product from three bidders and opened the bids on April 22, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Avalon Petroleum Company (“*Contractor*”) is the lowest responsive and responsible bidder to provide the Product; and

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the purchase of the Product (“*Agreement*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to award the Agreement 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 AGREEMENT.** The Village Council hereby approves the Agreement in substantially the form attached as **Exhibit A**, and in a final form approved by the Village Attorney.

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

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

**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 3 day of May 2022, pursuant to the following roll call vote:

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

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

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

Signed

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

Countersigned:

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



# 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>	#022-024	<b>BID ISSUE DATE:</b> 03/29/2022
<b>BID DESCRIPTION:</b>	FUEL PURCHASE CONTRACT	
<b>BID OPENING DATE:</b>	04/22/22	<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</b>  <b>510 GREEN BAY ROAD</b>  <b>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). <b>Unauthorized contact with other Village of Winnetka staff or officers is strictly forbidden.</b>			
BUYER:	Anthony Vasquez	PHONE:	(847)716-3504
EMAIL:	<a href="mailto:avasquez@winnetka.org">avasquez@winnetka.org</a>		

FULL NAME OF BIDDER	Avalon Petroleum Company
BID CONTACT PERSON	William Katzenberger
TELEPHONE NUMBER	708-227-7256

**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 #022-024**

**OWNER:**

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **Fuel Purchase Contract**

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), **Friday, April 22, 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 **April 15, 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 not be considered.

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: March 29, 2022

Village of Winnetka

By: Anthony Vasquez

Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #022-024

CONTRACT FOR

Fuel Purchase Contract

Full Name of Bidder Avalon Petroleum Company ("Bidder")  
 Principal Office Address 200 E. Court Street Suite 220 Kankakee IL 60901  
 Local Office Address Same  
 Contact Person William Katzenberg Telephone Number 708-227-7756

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 & 2 [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 **Fuel Purchase Contract**.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided,

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

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

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

2. Contract Price Proposal

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

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

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

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

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

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

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

### 3. Contract Time

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

### 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:

\$5,000,000 Bodily Injury and Property Damage Combined Single Limit.

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

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

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

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

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

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

Dated: 04/01, 2022

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

Bidder's Name:

Avalon Petroleum Company

Doing Business As (if different):

Same

Signature of



William Katzenberger  
Vice President of Sales.

(Corporate Seal)  
(if corporation)

Title/Position:

Bidder's Business Address:

200 E. Court Street Suite 720  
Kankakee IL 60901

Bidder's Business Telephone: 815-939-6200  
Facsimile: 815-939-6215

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

NAME	TITLE	ADDRESS
<u>W. Katzenberger</u>	<u>V. A. Sales</u>	<u>200 E. Court St</u>
<u>J. Eckenstein</u>	<u>General Counsel</u>	<u>Suite 720</u>
		<u>Kankakee IL 60901</u>

## **ATTACHMENT A: SPECIFICATIONS**

### **1. Introduction**

The Village of Winnetka is accepting sealed bids for fuel procurement and delivery (supply) for the Village of Winnetka.

The proposed contract would be for a period of forty-eight (48) months with an option to extend an additional two (2) years. This agreement is expected to commence on or around May 6, 2022 and terminate on or around May 5, 2026.

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 volumes based on business and budget needs at the 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**

This contract is for the sale and delivery of gasoline and diesel fuel to the Village of Winnetka as indicated in the contract document.

### **3. Delivery Location**

Fuel is to be delivered to:

Municipal Maintenance Yards Building/Facilities  
1390 Willow Road  
Winnetka IL

### **4. Delivery Specification**

- a) The average load sizes are 5,000 to 7,000 Gallons split load between #2 diesel and 89 octane gasoline.
- b) The deliveries are tank wagon.
- c) The contractor is responsible for means/equipment to transfer fuel into the tanks.
- d) Delivery hours are between 7:00 a.m. and 1:30 p.m. Monday through Friday.
- e) The Fleet Supervisor or designate will notify the contractor of regular fuel orders.
- f) Emergent fuel request shall be filled within 24 hours.
- g) The Village is NOT responsible for delays in deliveries as well as shortage of drivers.
- h) No surcharges shall be charged to the Village of Winnetka as a result of unforeseen issues.
- i) Fuel delivery surcharge costs to be determined at time of bid.

**5. Tanks**

- a) All tanks are **BELOW** ground.
- b) Tank sizes and ownership are: Village of Winnetka
- c) Diesel- 2 tanks @ 6,000 Gal X 2 (manifolded)
- d) Gasoline- 2 tanks @ 6,000 Gal X 2 (NOT manifolded)
- e) 4 dispensers

**6. Material**

- a. 89 Octane Unleaded Gas  
Unleaded gasoline shall have a minimum octane rating of 89 and shall not contain more than 10% alcohol-based fuel. It shall also comply with all the latest federal and state requirements for unleaded fuels.
  
- b. Ultra Low Sulfur Diesel Fuel (D2)  
ULS Diesel Fuel must be a high **quality ULS #2 (PREMIUM-D2)**. Diesel Fuel will be seasonally and geographically blended for low temperature and performance, as to ensure a low cloud point and pour point. B20 diesel (bio diesel) is **NOT** acceptable as an alternative. Diesel fuel must have a **minimum 45 cetane rating**, jet grade de-icing agent, corrosion inhibitor, **24 month minimum fuel-stability retention**.

**7. Historic Volumes**

Annual Volume (gallons)		
Year	89 Octane Unleaded Gas	Ultra-Low Sulfur Diesel Fuel (D2)
2021	30,503	45,029
2020	22,003	27,023
2019	35,001	48,046
2018	29,499	40,535
2017	30,000	40,034
5-year average	24,001	40,133

**8. Quantity Requirements**

The Village estimated the following quantities that may be need on an annual basis.

<b>Fuel Type</b>	<b>Annual Estimate (gallons)</b>
89 Octane Unleaded Gas	30,000
Ultra-Low Sulfur Diesel Fuel (D2	40,000

**9. Term**

The proposed contract is for a period of forty-eight (48) 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.

**10. Compliance with Laws and Regulations**

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor

**11. 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.

## 12. 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.

## 13. Additional Information

To coordinate an onsite visit contact:

- Andy Malkowski [amalkowski@winnetka.org](mailto:amalkowski@winnetka.org) 847-716-3267
- Giovanni McLean [gmclean@winnetka.org](mailto:gmclean@winnetka.org) or 847-716-3270

**14. Schedule of Prices**

All Bidders shall use the low Posted Rack Fuel State of Illinois pricing, OPIS or equal service. Price set is from 10:00 a.m. Monday through 10:00 a.m. the following Monday. The cost of any anti-gel or other winter additives to be agreed upon at the discretion of the Village and purchased separately at said time.

**ATTACHMENT B  
SCHEDULE OF PRICES**

Fuel Type	Cost per gallon	
89 Octane Unleaded Gas	\$ <u>-0.02</u>	above Rack Price
Ultra-Low Sulfur Diesel Fuel (D2)	\$ <u>+0.032</u>	above Rack Price

Supplemental Charges/fees		
Fixed delivery fee	\$ <u>0</u>	per delivery
<b>OR</b>		
Per gallon delivery fee	\$ <u>0</u>	cost per gallon



**END OF BID SPECIFICATION**

## 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: \_\_\_\_\_



**APRIL 4<sup>TH</sup>, 2022**

**ADDENDUM NO. 1  
REQUEST FOR BIDS  
FUEL PURCHASE CONTRACT  
RFB #022-024  
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

1. We were curious with 12,000 gal of storage for 89oct and Premium ULS, why only 5000-7000 gal loads are ordered?

**This is the Village's operational preference to not exceed 7,000 gallons per fuel type, per deliver.**

2. Why are deliveries done with tank wagon and not a transport truck?

**The Village does not prefer tank wagon or transport truck. Please note, typically orders will consist of for both fuels (split load) for the same day delivery.**

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510 Green Bay Road, Winnetka, Illinois 60093

3. When using the OPIS Low for determining your Premium Diesel price, what column of OPIS should be considered, ULS or PRE?

**Price column used will be consistent with the diesel fuel supplied to meet the contract specifications. Premium Diesel that with the necessary additives.**

***Per Attachment A – Specification***

***Ultra Low Sulfur Diesel Fuel (D2)***

***ULS Diesel Fuel must be a high quality ULS #2 (PREMIUM-D2). Diesel Fuel will be seasonally and geographically blended for low temperature and performance, as to ensure a low cloud point and pour point. B20 diesel (bio diesel) is NOT acceptable as an alternative. Diesel fuel must have a minimum 45 cetane rating, jet grade de-icing agent, corrosion inhibitor, 24 month minimum fuel-stability retention.***

4. What do you mean 'Price set is from 10:00am Monday through 10:00am the following Monday'? Will we apply the OPIS price to the day of delivery?

**The Village agrees that the "strike price" will be the OPIS price on the day of the delivery.**

5. Will we supply the winter additive or will the Village? If we supply it, then should we use the OPIS Low Winter column when pricing?

**The Contractor would be responsible for supplying the winter additives. Price column used will be consistent with the diesel fuel supplied to meet the contract specifications.**

If you have any questions regarding Addendum #1, please contact me at (847)716-3504.

Anthony Vasquez  
Assistant Finance Director

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510 Green Bay Road, Winnetka, Illinois 60093



APRIL 15<sup>TH</sup>, 2022

**ADDENDUM NO. 2  
REQUEST FOR BIDS  
FUEL PURCHASE CONTRACT  
RFB #022-024  
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

- 1.) How many gallons per month are usually delivered?

**Typical deliveries are a 7000 gallons total ( a split load of Diesel and Mid-grade gasoline).**

- 2.) Are the sites just for tank wagons or can transport trucks deliver as well?

**Fuel transport trucks are fine.**

- 3.) Does every site have underground tanks?

**There is only one fuel site at Village of Winnetka, it has 4 tanks. The diesel tanks are manifolded together, the gasoline tanks are not.**

- 4.) Lastly can I visit a site or two to observe the layout?

**Anybody that is trying to bid on this contract should visit the fuel site to get an understanding of how our setup looks.**

If you have any questions regarding Addendum #2, please contact me at (847)716-3504.

Anthony Vasquez  
Assistant Finance Director

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510 Green Bay Road, Winnetka, Illinois 60093



## Agenda Item Executive Summary

**Title:** Resolution No. R-55-2022: Awarding a Contract to Midwest Mechanical, LLC for HVAC Services (Adoption)

**Presenter:** Erik Jensen, Assistant Director of Public Works

**Agenda Date:** 05/03/20

**Consent:**  YES  NO

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

### Item History:

The Village has utilized both Midwest Mechanical, LLC and EMCOR Services, Inc. for the annual preventative maintenance and repair of heating, ventilation and air condition (HVAC) systems at various facilities including the Maintenance Yards, Post Office, Water Plant, Electric Plant and Village Hall. All existing contracts for these services have either expired or will expire shortly. In order to achieve a larger economy of scale and consolidate work under one agreement, staff elected to create a combined scope of work for all of these facilities and issue a request for bids package for these services.

### Executive Summary:

On February 18, 2022 a bid notice (RFB #022-022) was advertised in the Winnetka Talk and posted to the on-line bidding service, DemandStar. This bid package requested rates for annual preventative maintenance services as well as on-call repair services. 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 6, 2022 and expire on May 5, 2025.

On April 13, 2022, five companies submitted bids for the replacement work. The results for the total three-year costs for annual preventative maintenance service are summarized as follows:

Mechanical Inc. d/b/a Helm Service	\$65,040.00
Midwest Mechanical, LLC	\$66,672.00
Muzik Mechanical Partners	\$78,435.00
Anchor Mechanical, Inc.	\$83,520.00
EMCOR Services, Inc.	\$105,564.00

Staff reviewed the submittal of all five bidders and found that neither Helm Service nor EMCOR Services, Inc. submitted the required bid bonds as part of their materials. Both contractors' bids were therefore deemed non-responsive. As a result, Midwest Mechanical, LLC was determined to have submitted the lowest, most responsive bid. All of Midwest Mechanical's references were positive, and staff has found the contractor's previous work for the Village to be satisfactory. For those reasons, staff is confident that Midwest Mechanical can successfully complete the work as specified.

**Executive Summary (continued):**

For FY2022, the Village has budgeted \$32,600 for HVAC services (account #100.30.01-570, #100.30.01-543, #500.40.01-570 and #520.60.01-570), of which \$25,038.12 remains available. Staff estimates a FY2022 expenditure of \$22,224 for annual preventative maintenance services. However, in FY2023, staff anticipates that this contract will result in a 1.3% budget increase in account #100.30-01-543 for preventative maintenance services at Village Hall and the Post Office. Costs for any additional HVAC system emergent repairs or other needed work will be paid at rates equivalent to those set forth in the contract and be drawn from these same accounts.

Based on these factors, staff recommends awarding the multi-year contract for HVAC Services to Midwest Mechanical, LLC.

Resolution No. R-55-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Midwest Mechanical, LLC for HVAC Services.

**Recommendation:**

Consider adopting Resolution No. R-55-2022, to approve a three year contract with Midwest Mechanical, LLC for HVAC Services and authorize the Village Manager to execute the renewal option.

**Attachments:**

1. Resolution No. R-55-2022: Awarding a Contract to Midwest Mechanical, LLC for HVAC Services
2. Exhibit A: Agreement with Midwest Mechanical, LLC for HVAC Services

# ATTACHMENT 1

## RESOLUTION NO. R-55-2022

### A RESOLUTION AWARDING A CONTRACT TO MIDWEST MECHANICAL, LLC FOR HVAC SERVICES

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

**WHEREAS**, the Village has appropriated funds for the procurement of preventative maintenance and repair of heating, ventilation and air condition (“*HVAC*”) system services at various Village facilities, including the Maintenance Yards, Post Office, Water Plant, Electric Plant, and Village Hall (“*Work*”) for a period of three years with a Village option to extend the term of the contract for two addition one-year periods (“*Renewal Options*”); and

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

**WHEREAS**, the Village received bids for the Work from five bidders and opened the bids on April 13, 2022; and

**WHEREAS**, the bids submitted by Mechanical, Inc., d/b/a Helm Service, and EMCOR Services, Inc. were not responsive to the request for bids because the they did not submit with their bids the required bid bonds; and

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

**WHEREAS**, the Village Council desires to enter into a contract with Contractor for performance of the Work in an amount not to exceed \$66,672.00 (“*Contract*”); and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to reject the bids for the Work submitted by Helm Service and EMCOR Services, Inc. and 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: REJECTION OF BIDS.** The Village Council hereby rejects the bids submitted by Mechanical, Inc., d/b/a Helm Service, and EMCOR Services, Inc.; and

**SECTION 3: 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.

May 3, 2022

R-55-2022

**SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from 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 5: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT.** The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Options of the Contract if: (a) the Village Manager determines, in their discretion, that the Renewal Options are favorable to the Village; and (b) the Renewal Options are substantially similar to the Renewal Options in the Agreement attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

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

**ADOPTED** this 3rd day of May 2022, pursuant to the following roll call vote:

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

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

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

Signed

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

Countersigned

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

**ATTACHMENT 2**



**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>	#022-022	<b>BID ISSUE DATE:</b> 03/17/2022
<b>BID DESCRIPTION:</b>	HVAC PREVENTATIVE MAINTENANCE	
<b>BID OPENING DATE:</b>	04/13/22	<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</b>  <b>510 GREEN BAY ROAD</b>  <b>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>	<i>Midwest Mechanical, LLC.</i>
<b>BID CONTACT PERSON</b>	<i>Jason Napp</i>
<b>TELEPHONE NUMBER</b>	<i>630.850.8698</i>

**FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED**

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

**RFB #022-022**

**OWNER:**

Village of Winnetka  
510 Green Bay Road  
Winnetka, IL 60093

Owner will receive sealed proposals for the Work generally described as follows: **HVAC Preventative Maintenance.**

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, April 13, 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 **April 8, 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 not be considered.

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: March 17, 2022  
Village of Winnetka

By: Anthony Vasquez  
Title: Assistant Finance Director

VILLAGE OF WINNETKA

RFB #022-022

CONTRACT FOR

HVAC Preventative Maintenance

Full Name of Bidder Midwest Mechanical, LLC. ("Bidder")  
 Principal Office Address 801 Park View ALVO, Lombard, IL. 60148  
 Local Office Address Same  
 Contact Person Jason Nape Telephone Number 630.850.8698

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 + 2 [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 **HVAC Preventative Maintenance.**
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 ***May 5, 2025.***

**4. Financial Assurance**

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

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

#### 5. Firm Contract

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

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

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

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

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

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

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

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

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

#### 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's

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

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

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

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

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

Dated: April 12<sup>th</sup>, 2022.

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

Bidder's Name:

Midwest Mechanical, LLC.

Doing Business As (if different):

Same

 in Name

Bidder's Business Address:

801 Parkview Blvd.  
Lombard, IL 60148

Bidder's Business Telephone: 630.850.2300 Facsimile: 630.655.0730

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

NAME	TITLE	ADDRESS
<u>Sam Giampapa</u>	<u>President</u>	<u>801 parkview Blvd.</u> <u>Lombard, IL 60148</u>
<u>Neal Johnson</u>	<u>CFD</u>	<u>Same</u>

## ATTACHMENT A: SPECIFICATIONS

### **1. Introduction**

The Village of Winnetka is accepting sealed bids for HVAC Preventative Maintenance services for several public properties. These properties include the Winnetka Village Hall, Municipal Maintenance Yards Building/Facilities, Post office, 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 6, 2022** and terminate on or around **May 5, 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 Village of Winnetka is accepting sealed bids for the Village of Winnetka's HVAC Preventative Maintenance Services at five different Village owned properties for FY 2022-25. This program will consist of but is not limited to operating inspections, pre-season maintenance, full labor, air filter replacement, blower belt replacement, coil cleaning and inspection, temperature controls, humidification equipment, gas fired unit heaters, and ventilation equipment. Inspections are to be semi-annual to include cleaning, testing, and light maintenance of all units. Heating systems to be inspected in November and cooling systems to be inspected in May of each year. This program also includes quarterly filter changes, coil cleaning, and a general inspection of all units. This program also covers light and general maintenance repairs including, but not limited to, belt changes, thermostats, controller programming and animal intrusion. The proposed contract would be for a period of thirty-six (36) months; This agreement is expected to commence May 6, 2022, and terminate on May 5, 2025, with an option to extend an additional two (2) years based on performance.

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 maintenance, repair, replacement 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)
- Post Office (512 Chestnut Street)
- 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 HVAC maintenance/services 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 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. 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.

## 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 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.

## 7. Subcontractors:

- o **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.
- o **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

## 8. Completion of Work

The Contractor shall establish a general **schedule for the completion of the work** outlined by this contract, **Attachment A**. 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 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.

## **9. Working Hours**

The contractor shall schedule workdays Monday through Friday, exclusive of Village holiday. Routine work hours shall be coordinated with the Director of Public Works or designee and the Contractor. 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 situations.

## **10. 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.

## **11. 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. All activities of the Contractor will be coordinated through the Director of Public Works or designee.

## **12. 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.

## **13. 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 HVAC equipment installed beyond the original intent of the 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.

## **14. Additional Information**

To coordinate an onsite visit contact.

- Mike Rivard [mrivard@winnetka.org](mailto:mrivard@winnetka.org) or 847-716-3264
- Giovanni McLean [gmclean@winnetka.org](mailto:gmclean@winnetka.org) or 847-716-3270

## **15. Schedule of Prices**

Bidder shall fill-in the annual cost to service each unit for each facility. 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 any portion of the time of Bidder, its superintendents, or its office and engineering staff.

**SCHEDULE OF PRICES**

**Public Works and Public Property-HVAC.**

UNIT	TYPE OF EQUIPMENT	MFG	MODEL	SERIAL	LOCATION OF EQUIPMENT	Price (\$)
1	Package HVAC Unit	Trane	YCH036A3RL40YF	246101087L	A Building	\$ 383. <sup>00</sup>
2	Package HVAC Unit	Trane	YCC024F1LOBH	2495R452H		\$ 383. <sup>00</sup>
3	Package HVAC Unit	Trane	YCH036A3RL40YF	246101244L		\$ 383. <sup>00</sup>
4	Package HVAC Unit	Trane	YCH036	246101310L		\$ 383. <sup>00</sup>
5	Package HVAC Unit	Trane	YCH060A3RMA12F	249100018L		\$ 383. <sup>00</sup>
6	Package HVAC Unit	Trane	YCD150D3LAAA	247100401D		\$ 551. <sup>00</sup>
7	Package HVAC Unit	Trane	YHC048A3RM	249100010L		\$ 383. <sup>00</sup>
8	Make-Up Air Furnace-Gased Fired	Reznor	SSCP7I1050-6-5-M	3BBL9591F09	Garage -Ceiling	\$ 551. <sup>00</sup>
9	Unit Heater-Gas Fired	Carrier			Old Storage Garage	\$ 83. <sup>00</sup>
10	Unit Heater-Gas Fired	Carrier			Old Storage Garage	\$ 83. <sup>00</sup>
11	Unit Heater-Gas Fired	Carrier			Old Storage Garage	\$ 83. <sup>00</sup>
12	Unit Heater-Gas Fired	Carrier			Old Storage Garage	\$ 83. <sup>00</sup>
13	Unit Heater-Gas Fired	Carrier			Old Storage Garage	\$ 83. <sup>00</sup>
14	Unit Heater-Gas Fired	Carrier			Old Storage Garage	\$ 83. <sup>00</sup>
15	Unit Heater-Gas Fired	Carrier			Old Storage Garage	\$ 83. <sup>00</sup>
16	Unit Heater-Gas Fired	Reznor			Old Storage Garage	\$ 83. <sup>00</sup>
17	Exhaust Ventilator-Side Discharge				Old Storage Garage	\$ 83. <sup>00</sup>
18	Exhaust Ventilator-Side Discharge				Old Storage Garage	\$ 83. <sup>00</sup>
19	Make-Up Air Furnace-Gased Fired	Reznor	SSCBL 1050-6-5-MV		Truck Wash-Roof	\$ 83. <sup>00</sup>
20	Furnace	Trane	TUD060C936K3	2464YKN1G	Equipment Room-Second Floor	\$ 83. <sup>00</sup>

**Public Works and Public Property-HVAC.**

UNIT	TYPE OF EQUIPMENT	MFG	MODEL	SERIAL	LOCATION OF EQUIPMENT	Price (\$)
21	Condensing Unit	Trane	2TTR2024A10004A	23424JY3F	Parking Lot	\$ 83. <sup>00</sup>
22	Furnace	Trane	TUD080C936K2	24717TL1G	Equipment Room- Second Floor	\$ 83. <sup>00</sup>
23	Condensing Unit	Trane	2TTR2036A1000AA	2404WLH3F	Parking Lot	\$ 83. <sup>00</sup>
24	Furnace	Trane	TUD040		Equipment Room- Second Floor	\$ 83. <sup>00</sup>
25	Condensing Unit	Trane	2TTR2018A100		Parking Lot	\$ 83. <sup>00</sup>
26	Make-Up Air Furnace- Gased Fired	Reznor	SSCBL1050-6-5-MV			\$ 83. <sup>00</sup>
27	Unit Heater-Gas Fired	Reznor	USDAS-30		Garage	\$ 83. <sup>00</sup>
28	Unit Heater-Gas Fired	Reznor	USDAS-30		Garage	\$ 83. <sup>00</sup>
29	Unit Heater-Gas Fired	Reznor	USDAS-30		Garage	\$ 83. <sup>00</sup>
30	Unit Heater-Gas Fired	Reznor	USDAS-45		Garage	\$ 83. <sup>00</sup>
31	Unit Heater - Gas Fired	Reznor	USDAS-75		Garage	\$ 83. <sup>00</sup>
32	Unit Heater - Gas Fired	Reznor	USDAS-75		Garage	\$ 83. <sup>00</sup>
33	Unit Heater - Gas Fired	Reznor	USDAS-75		Garage	\$ 83. <sup>00</sup>
34	Unit Heater - Gas Fired	Reznor	SCA125		Garage	\$ 83. <sup>00</sup>
35	Unit Heater - Gas Fired	Reznor	SCA125		Garage	\$ 83. <sup>00</sup>
36	Unit Heater - Gas Fired	Reznor	SCA175		Garage	\$ 83. <sup>00</sup>
37	Unit Heater - Gas Fired	Reznor	SCA175		Garage	\$ 83. <sup>00</sup>
38	Unit Heater - Gas Fired	Reznor	SCA175		Garage	\$ 83. <sup>00</sup>
39	Unit Heater - Gas Fired	Reznor	SCA175		Garage	\$ 83. <sup>00</sup>
40	Unit Heater - Gas Fired	Reznor	SCA225		Garage	\$ 83. <sup>00</sup>

**Public Works and Public Property-HVAC.**

UNIT	TYPE OF EQUIPMENT	MFG	MODEL	SERIAL	LOCATION OF EQUIPMENT	Price (\$)
41	Unit Heater - Gas Fired	Reznor	SCA225		Garage	\$ 83. <sup>00</sup>
42	Unit Heater - Gas Fired	Reznor	SCA225		Garage	\$ 83. <sup>00</sup>
43	Unit Heater - Gas Fired	Reznor	SCA225		Garage	\$ 83. <sup>00</sup>
44	Unit Heater - Gas Fired	Reznor	SCA225		Garage	\$ 83. <sup>00</sup>
45	Unit Heater - Gas Fired	Reznor	SCA225		Garage	\$ 83. <sup>00</sup>
46	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
47	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
48	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
49	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
50	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
51	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
52	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
53	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
54	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
55	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
56	Unit Heater - Gas Fired	Reznor	SCA300		Garage	\$ 83. <sup>00</sup>
57	Infrared Heater- Gas Fired	Reznor	TR50-20		Garage	\$ 83. <sup>00</sup>
58	Infrared Heater- Gas Fired	Reznor	TR50-20		Garage	\$ 83. <sup>00</sup>
59	Infrared Heater- Gas Fired	Reznor	TR75-30		Garage	\$ 83. <sup>00</sup>
60	Infrared Heater- Gas Fired	Reznor	TR75-30		Garage	\$ 83. <sup>00</sup>

**Public Works and Public Property-HVAC.**

UNIT	TYPE OF EQUIPMENT	MFG	MODEL	SERIAL	LOCATION OF EQUIPMENT	Price (\$)
61	Infrared Heater - Gas Fired	Reznor	TR75-30		Garage	\$83. <sup>00</sup>
62	Infrared Heater - Gas Fired	Reznor	TR100-40		Garage	\$83. <sup>00</sup>
63	Infrared Heater - Gas Fired	Reznor	TR100-40		Garage	\$83. <sup>00</sup>
64	Infrared Heater - Gas Fired	Reznor	TR100-40		Garage	\$83. <sup>00</sup>
65	Infrared Heater - Gas Fired	Reznor	TR100-40		Garage	\$83. <sup>00</sup>
66	Ventilator	Loren Cook	12S15D	BBK79Y7N96437X	Equipment Room - Second Floor	\$83. <sup>00</sup>
67	Unit Heater	Reznor	UDAS225-2	BBK79Y7NF96434X	Garage (Building A)	\$83. <sup>00</sup>
68	Unit Heater	Reznor	UDAS225-2		Garage (Building A)	\$83. <sup>00</sup>
69	Ventilator	Loren Cook	135C3B		Building A Roof	\$83. <sup>00</sup>
70	Ventilator	Loren Cook	100C10DH		Building A Roof	\$83. <sup>00</sup>
71	Ventilator	Loren Cook	70C15DH		Building A Roof	\$83. <sup>00</sup>
72	Unit Heater	Reznor	UDAS45	BBK79X7N93314X	Building B Parts Room	\$83. <sup>00</sup>
73	Unit Heater	Reznor	UDAS30	BBI79X7N793314X	Building B Parts Room	\$83. <sup>00</sup>
74	Unit Heater	Reznor	UDAS175-2	BBK79Y6N96426X	Building B Second Floor	\$83. <sup>00</sup>
75	Unit Heater	Reznor	UDAS175-2	BBK79Y6N96430X	Building B Second Floor	\$83. <sup>00</sup>
76	Package HVAC Unit	York	DM240N32B2AA0	NOK9090654	Post Office - 512 Chestnut	\$603. <sup>00</sup>
<b>Total Cost Annually</b>						<b>\$9,564.<sup>00</sup></b>

Village Hall-HVAC.

Quantity	Location	Eq. Description	Manufacturer	Price
2	Basement/Attic	MUA		\$ 1,200. <sup>00</sup>
5	Ground	VRF Condensing Unit	Sanyo	\$ 3,000. <sup>00</sup>
27	Ceilings	Air Handling Units	Sanyo	\$ 4,044. <sup>00</sup>
1	Basement	Hot Water Boiler	Raypack	\$ 600. <sup>00</sup>
2	Basement	Circulating Pumps	Taco	\$ 150. <sup>00</sup>
12	Basement/Attic	Unit Heaters		\$ 450. <sup>00</sup>
6	Basement/Attic	Exhaust Units		\$ 450. <sup>00</sup>
1	Basement	Combustion Air Blower		\$ 150. <sup>00</sup>
1	Basement	BAS System		\$ 300. <sup>00</sup>
Total Cost Annually				\$ 10,344. <sup>00</sup>

**Water & Electric Plants**

UNIT	TYPE OF EQUIPMENT	MFG	AC MODEL	SERIAL NUMBER	LOCATION	Price (\$)
1	HVAC SPLIT SYSTEM	CARRIER	24ABC630A300	1915E05012	ELECTRIC PLANT - OFFICE	\$300. <sup>00</sup>
2	HVAC SPLIT SYSTEM		4AC16L489-50A	1918G37710	ELECTRIC PLANT - LUNCH ROOM	\$300. <sup>00</sup>
3	AC SYSTEM	PAYNE	PA13NA060-E	1614X63661	ELECTRIC PLANT - HIGH LIFT PUMP ROOM	\$225. <sup>00</sup>
4	AC SYSTEM	PAYNE	PA13NA060-E	0414X73749	ELECTRIC PLANT - HIGH LIFT PUMP ROOM	\$225. <sup>00</sup>
5	DUCTLESS AC	AMERISTAR			PLANT LOAD CENTER	\$225. <sup>00</sup>
6	DUCTLESS AC	AMERISTAR			PLANT LOAD CENTER	\$225. <sup>00</sup>
7	HVAC SPLIT SYSTEM	CARRIER	24ACC64BA300	0419E02011	NORTHFIELD LOAD CENTER	\$225. <sup>00</sup>
8	UNIT HEATER - GAS FIRED	ADVANCED DISTRIBUTOR			NORTHFIELD LOAD CENTER	\$75. <sup>00</sup>
9	UNIT HEATER - GAS FIRED	ADVANCED DISTRIBUTOR			NORTHFIELD LOAD CENTER	\$75. <sup>00</sup>
10	UNIT HEATER				WATER PLANT ATTIC	\$75. <sup>00</sup>
11	AC SYSTEM				WATER PLANT EAST ROOF	\$366. <sup>00</sup>
<b>Total Cost Annually</b>						<b>\$2,316.<sup>00</sup></b>

<b>Unscheduled Maintenance and Repairs</b>		
<b>Labor Rate (unscheduled maintenance and repairs as identified herein)</b>	<b>Regular Time</b>	<b>Premium Time (O.T.)</b>
Technician (Hourly rate)	\$162. <sup>00</sup>	\$243. <sup>00</sup>
Apprentice Technician to Assist if Needed (Hourly rate)	\$156. <sup>00</sup>	\$234. <sup>00</sup>
Material Rate – Percentage over cost		15. <sup>00</sup> %
Please state Over-Time Minimum per callout		1 Hours

**END OF BID SPECIFICATIONS**

**VILLAGE OF WINNETKA  
CONTRACT FOR HVAC PREVENTATIVE MAINTENANCE  
BID PACKAGE**

BIDDER'S SWORN WORK HISTORY STATEMENT

Jason Nape ("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: HVAC maintenance, repairs, controls solutions, and retro fits.

**2. Composition of Work**

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

<u>1</u> % Federal	<u>100</u> % As Contractor	<u>100</u> % Bidder's Forces
<u>4</u> % Other Public	<u>0</u> % As Subcontractor	<u>0</u> % Subcontractors
<u>95</u> % Private		<u>0</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: 48 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>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</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>City of Chicago</u>	<u>Limited Business License</u>	<u>2128968</u>	<u>11/15/2023</u>
<u>State of Illinois</u>	<u>Good Standing License</u>	<u>0821295-3</u>	<u></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>Union Ridge SD 86</u>	<u>Park Ridge/Whites</u> <u>5064</u>	<u>Village of Winnetka</u>
Owner Address	<u>4600 N. Oak Park Ave.</u>	<u>164 Prospect Ave</u>	<u>510 Green Bay Road</u>
Reference	<u>Harwood Heights, IL 60776</u>	<u>Park Ridge, IL 60068</u>	<u>Winnetka, IL 60093</u>
Telephone Number	<u>Mike Muzoic</u>	<u>Anthony Bersani</u>	<u>Giovanni Melean</u>
Type of Work	<u>708.867.5822</u>	<u>847.318.4313</u>	<u>847.716.3270</u>
	<u>Preventative</u>	<u>Preventative</u>	<u>Preventative</u>
	<u>maintenance</u>	<u>maintenance</u>	<u>maintenance</u>

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor  
(If Bidder was)  
(Subcontractor)

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

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

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

Amount of Contract

\$18,828.<sup>00</sup>

\$9,120.<sup>00</sup>

\$5,614.<sup>00</sup>

Date Completed

1/1/22-12/31/2024

10/1/2022 - 9/30/2022

6/2019 - 6/2022

DATED: April 12<sup>th</sup>, 2022.

Bidder

Attest

By:

[Redacted Signature]

By:

[Redacted Signature]

Title:

General Manager New Business

Title:

Maintenance Sales Rep

Subscribed and Sworn to before me on

April 12

, 2022

Notary Public

My commission expires:

Nov 16, 2025



**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*



**APRIL 5<sup>TH</sup>, 2022**

**ADDENDUM NO. 1  
REQUEST FOR BIDS  
HVAC PREVENTATIVE MAINTENANCE  
RFB #022-022  
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

1. On page 8, it indicates that repairs are to be included. Are you looking for a "Preventive Maintenance" or a "Full Maintenance" program.

**The Village's intent is to select a contractor for preventative maintenance services and utilize the same contractor for repairs and supplemental work as necessary at the rates included in the addendum.**

2. What type of filters are we supposed to use?

**The Village will supply the filters to be used at each location.**

3. How many coil cleanings on outdoor equipment?

**Two cleanings per year.**

4. How many inspections on ventilators?

**One annual inspection.**

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510 Green Bay Road, Winnetka, Illinois 60093

Page 18 of the bid documents has been amended to include the below table for unscheduled maintenance and repairs. Please complete this table and include with your bid documents. The amended page 18 is attached to this addendum.

<b>Unscheduled Maintenance and Repairs</b>		
<b>Labor Rate (unscheduled maintenance and repairs as identified herein)</b>	<b>Regular Time</b>	<b>Premium Time (O.T.)</b>
Technician (Hourly rate)	\$	\$
Apprentice Technician to Assist if Needed (Hourly rate)	\$	\$
Material Rate – Percentage over cost		%
Please state Over-Time Minimum per callout		Hours

If you have any questions regarding Addendum #1, please contact me at (847)716-3504.

Anthony Vasquez  
Assistant Finance Director

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510 Green Bay Road, Winnetka, Illinois 60093

**Water & Electric Plants**

UNIT	TYPE OF EQUIPMENT	MFG	AC MODEL	SERIAL NUMBER	LOCATION	Price (\$)
1	HVAC SPLIT SYSTEM	CARRIER	24ABC630A300	1915E05012	ELECTRIC PLANT - OFFICE	\$
2	HVAC SPLIT SYSTEM		4AC16L489-50A	1918G37710	ELECTRIC PLANT - LUNCH ROOM	\$
3	AC SYSTEM	PAYNE	PA13NA060-E	1614X63661	ELECTRIC PLANT - HIGH LIFT PUMP ROOM	\$
4	AC SYSTEM	PAYNE	PA13NA060-E	0414X73749	ELECTRIC PLANT - HIGH LIFT PUMP ROOM	\$
5	DUCTLESS AC	AMERISTAR			PLANT LOAD CENTER	\$
6	DUCTLESS AC	AMERISTAR			PLANT LOAD CENTER	\$
7	HVAC SPLIT SYSTEM	CARRIER	24ACC64BA300	0419E02011	NORTHFIELD LOAD CENTER	\$
8	UNIT HEATER - GAS FIRED	ADVANCED DISTRIBUTOR			NORTHFIELD LOAD CENTER	\$
9	UNIT HEATER - GAS FIRED	ADVANCED DISTRIBUTOR			NORTHFIELD LOAD CENTER	\$
10	UNIT HEATER				WATER PLANT ATTIC	\$
11	AC SYSTEM				WATER PLANT EAST ROOF	\$
<b>Total Cost Annually</b>						\$

<b>Unscheduled Maintenance and Repairs</b>		
<b>Labor Rate (unscheduled maintenance and repairs as identified herein)</b>	<b>Regular Time</b>	<b>Premium Time (O.T.)</b>
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

*Incorporated in 1869*

APRIL 8<sup>TH</sup>, 2022

**ADDENDUM NO. 2  
REQUEST FOR BIDS  
HVAC PREVENTATIVE MAINTENANCE  
RFB #022-022  
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

1. You are requesting quarterly filter changes 1) do you know the model #s of the 27 air handling units at the Village Hall, or at a minimum know if those units have washable or disposable filters?

**Sanyo Eco-I. The Village will provide filters for these units.**

2. The water and electric plant lists mention three split systems and three ac systems, but only the AC units are listed. Are those connected to an air handler or a furnace? If so, can you provide the model #s of those units.

**The units included for the electric plant are both heating and AC units. For the water plant, the Unit Heater is a Markel WF20RI. The AC Unit is a Carrier FB4CNP060.**

3. How many belt changes are you requesting, one or two?

**One. Any additional belt changes would be done under time and material charges.**

4. Please provide the name / manufacturer of the BAS system?

**Envision for BACTalk 3.0**

5. Do you currently have a 3<sup>rd</sup> party contractor maintain the BAS system (i.e. Johnson Controls).

**No – service has been provided as part of this agreement.**

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510 Green Bay Road, Winnetka, Illinois 60093

6. We typically use an outside vendor, who works for multiple Villages, for the BAS system, and would propose to sub-contract them out for this work. What do we need to do to get them approved or would we cross that bridge later in the process?

**Pursuant to Section 7 of the Specifications, subcontractors will need to be approved prior to the start of work.**

7. We see a number of unit heaters are located at the public works garage. Typically those are located in the ceiling. From our review, the ceilings are quite high at the garage. Do any of those unit heaters need to be accessed with a lift? If so, would a lift be provided by the Village of Winnetka, or would we need to provide?

**The units would likely need to be accessed with a lift. The contractor shall be responsible for providing the necessary equipment.**

8. Do any other pieces of equipment need special equipment to access?

**No.**

9. Will the Village also supply the belts for each location?

**No.**

If you have any questions regarding Addendum #2, please contact me at (847)716-3504.

Anthony Vasquez  
Assistant Finance Director

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510 Green Bay Road, Winnetka, Illinois 60093



## Agenda Item Executive Summary

**Title:** Resolution No. R-56-2022: Approving a Sixth Amendment to a License Agreement with New Cingular Wireless PCS (Adoption)

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

**Agenda Date:** 05/03/22

**Consent:**  YES  NO

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

### Item History:

In November 2007, the Village entered into a license agreement with New Cingular Wireless PCS LLC, which allowed certain wireless communication antennas and equipment to remain on the smokestack and within the Electric Plant for operation of New Cingular’s wireless telecommunications system. The Village Council has previously approved five amendments (Resolution No. R-28-2010, Resolution No. R-30-2011, Resolution No. R-1-2015, Resolution No. R-4-2019 & Resolution No. R-14-2021) to the agreement.

### Executive Summary:

New Cingular is requesting approval of a sixth license amendment for certain wireless communication antennas and equipment located at the Electric Plant. The wireless provider is seeking approval to install additional infrastructure to improve the performance of their 5G network. The addition of new equipment at the site requires Council approval. In consideration of the proposed changes, New Cingular has agreed to an increase in the License Fee.

The proposed equipment changes are summarized as follows:

Equipment to be added on the Electric Plant stack:

- (1) dc power cable
- (3) New antennas [size 30.4” x 15.9” x 8.1”]
- (3) Diplexers [size 6.9” x 6.4” x 4.8”]

Equipment to be removed from the Electric Plant stack:

- (3) Existing antennas [72" x 22" x 9.6"]

New Cingular has agreed to an increase in the License Fee. For the period of time between issuance of a building permit and October 31, 2022, New Cingular will pay an additional \$21.92 per day (~\$8,000 annually). On November 1, 2022, the annual license fee will increase from \$101,652.84 to \$109,992.84.

**Executive Summary (continued):**

The original license agreement was authorized by resolution. As such, this amendment, like the other five amendments, must also be done by resolution. Resolution No. R-56-2021 authorizes the Sixth Amendment to the 2008 Cellular Antenna License Agreement between the Village of Winnetka and New Cingular Wireless PCS, substantially in the form attached to Resolution No. R-56-2022.

**Recommendation:**

Consider adoption of Resolution No. R-56-2022, approving the Sixth Amendment to the 2007 Cellular Antenna License Agreement between the Village of Winnetka and New Cingular Wireless PCS, LLC.

**Attachments:**

1. Resolution No. R-56-2022: Approving a Sixth Amendment to a License Agreement with New Cingular Wireless PCS, LLC

# ATTACHMENT 1

RESOLUTION NO. R-56-2022

**A RESOLUTION  
APPROVING A SIXTH AMENDMENT TO  
A LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC**

**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**, on January 15, 2008, the Council of the Village of Winnetka (“*Village Council*”) adopted Resolution No. R-4-2008, approving and authorizing the execution of a license agreement (“*License Agreement*”) with New Cingular Wireless PCS, LLC (“*Cingular*”), which License Agreement granted Cingular a license to install certain cellular telecommunication equipment (“*Facilities*”) at the water and electric plant located at Tower Road in the Village (“*Water and Electric Plant*”); and

**WHEREAS**, the License Agreement has been amended five times previously to, among other things, extend the term of the License Agreement (the License Agreement, as amended by its five amendments, is the “*Agreement*”); and

**WHEREAS**, Cingular now desire to enter into a Sixth Amendment to: (i) permit Cingular to replace and install additional equipment at the Water and Electric Plant to enable Cingular to upgrade and expand the performance of its network; (ii) permit Cingular to replace and install equipment at the Water and Electric Plant to enable Cingular to provide its customers access to its 5G network; and (iii) increase the license fee paid to the Village (“*Sixth Amendment*”); and

**WHEREAS**, the Village Council has determined that it is in the best interest of the Village to enter into the Sixth Amendment with Cingular;

**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 SIXTH AMENDMENT.** The Village Council hereby approves the Sixth Amendment in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the Village Manager.

**SECTION 3: AUTHORIZATION TO EXECUTE SIXTH AMENDMENT.** The Village Council hereby authorizes the Village President to execute, and the Village Clerk to attest, the final Sixth Amendment only after receipt by the Village Clerk of at least two executed copies of the final Sixth Amendment from Cingular; provided, however, that if the Village Clerk does not receive such executed copies of the final Sixth Amendment from Cingular within 60 days after the

May 3, 2022

R-56-2022

date of adoption of this Resolution, then this authority to execute and seal the final Sixth Amendment will, at the option of the Village Council, be null and void.

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

**ADOPTED** this 3<sup>rd</sup> day of May, 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**SIXTH AMENDMENT**

Cell Site No.: IL0062  
Cell Site Name: WINNETKA POWER PLANT  
Fixed Asset No.: 10005098  
Market: IL/WI

**SIXTH AMENDMENT  
TO THE NOVEMBER 1, 2007 CELLULAR ANTENNA SITE LICENSE AGREEMENT  
BETWEEN THE VILLAGE OF WINNETKA AND NEW CINGULAR WIRELESS PCS  
(Water & Electric Plant)**

THIS SIXTH AMENDMENT TO THE NOVEMBER 1, 2007 CELLULAR ANTENNA SITE LICENSE AGREEMENT BETWEEN THE VILLAGE OF WINNETKA AND NEW CINGULAR WIRELESS PCS ("*Sixth Amendment*"), dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("*Effective Date*"), is by and between the VILLAGE OF WINNETKA, an Illinois home rule municipal corporation ("*Village*"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("*Licensee*").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

**SECTION 1. RECITALS.**

A. The Village is the owner of the property commonly known as 725 and 735 Tower Road in the Village and legally described in **Exhibit 1** to this Sixth Amendment ("*Property*").

B. The Property is improved with a water and electric plant, including the Building and the Tower.

C. On November 1, 2007, the Village and the Licensee entered into that certain "License Agreement Permitting a Cellular Antenna Site at the Water & Electric Plant" ("*License Agreement*"), under which License Agreement the Village granted the Licensee a license to install and maintain certain telecommunications equipment within the Licensed Premises located at the Building and the Tower ("*License*").

D. On July 20, 2010, the Village and the Licensee entered into that certain "First Amendment to the 2008 Cellular Antenna Site License Agreement" ("*First Amendment*"), which amended the License Agreement to: (i) permit the Licensee to install and maintain additional conduit on and within the Building; and (ii) increased the License Fee by \$3,000.00 per year.

E. On November 3, 2011, the Village and the Licensee entered into that certain "Second Amendment to the November 1, 2007 Cellular Antenna License Agreement" ("*Second Amendment*"), which amended the License Agreement: (i) to permit the Licensee to install and maintain certain additional telecommunications equipment on and within the Building and the Tower; and (ii) increased the License Fee to \$52,500.00, effective November 1, 2011, and provided for a four percent (4%) annual increase in the License Fee each year thereafter.

F. On March 13, 2015, the Village and the Licensee entered into that certain “Third Amendment to the November 1, 2007 Cellular Antenna License Agreement” (“**Third Amendment**”), which amended the License Agreement to: (i) permit the Licensee to remove certain telecommunications equipment from the Licensed Premises; (ii) permit the Licensee to install and maintain certain additional telecommunications equipment on the Licensed Premises; and (iii) increase the License Fee.

G. On January 8, 2019, the Village and the Licensee entered into that certain “Fourth Amendment to the November 1, 2007 Cellular Antenna License Agreement” (“**Fourth Amendment**”), which amended the License Agreement to: (i) permit the Licensee to replace and install certain telecommunications equipment on the Licensed Premises to provide its customers access to the FirstNet public safety broadband network; (ii) clarify the procedures for Licensee’s Access to the Property; (iii) extend the Term of the Agreement; and (iv) increase the License Fee.

H. On February 2, 2021, the Village and the Licensee entered into that certain “Fifth Amendment to the November 1, 2007 Cellular Antenna License Agreement” (“**Fifth Amendment**”) which amended the License Agreement to (i) permit Licensee to replace and install equipment on the Licensed Premises to enable Licensee to improve its network performance of its 3G and 4G networks; (ii) permit Licensee to replace and install equipment on the Licensed Premises to enable Licensee to provide its customers access to its 5G network; and (iii) increase the License Fee. (The License Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment are, collectively, the “**Agreement**”).

I. The Licensee and Village now desire to further amend the Agreement to: (i) permit Licensee to replace and install equipment on the Licensed Premises to enable Licensee to upgrade and expand the performance of its network; (ii) permit Licensee to replace and install equipment on the Licensed Premises to enable Licensee to provide its customers access to its 5G network; and (iii) increase the License Fee.

## **SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

A. **Definitions.** All capitalized words and phrases used throughout this Sixth Amendment have the meanings set forth in the various provisions of this Sixth Amendment. If a word or phrase is not specifically defined in this Sixth Amendment, it has the same meaning as in the Agreement.

B. **Rules of Construction.** Except as specifically provided in this Sixth Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Sixth Amendment, the text of this Sixth Amendment controls.

## **SECTION 3. AMENDMENT OF LICENSE AGREEMENT.**

The Village and the Licensee hereby agree that the Agreement is hereby amended as follows:

**A. Licensee Facilities.** The definition of “Licensee Facilities” set forth in Section 1, titled “Definitions,” of the Agreement is hereby deleted in its entirety and replaced with the following:

“The equipment, hardware, and other personal property owned by the Licensee and depicted on the Construction Plans in **Exhibit 2** of the Sixth Amendment, which by this reference, is made a part of this License Agreement.”

**B. Licensed Premises.** The definition of “Licensed Premises” set forth in Section 1, titled “Definitions,” of the Agreement is hereby deleted in its entirety and replaced with the following:

“Those certain locations on and within the Building and the Tower depicted on **Exhibit 3** of the Sixth Amendment, which by this reference, is made a part of this License Agreement.”

**C. License Fee.** Section 6 of the Agreement, titled “License Fee,” is hereby deleted in its entirety and replaced with the following:

“**6. License Fee.** In consideration for the License granted by the Village pursuant to the License Agreement, Licensee must pay the Village:

- (a) \$21.92 per day for the period between the date the Village issues Licensee a building permit to bring the Licensee Facilities into accordance with the Construction Plans attached to the Sixth Amendment as **Exhibit 2** until October 31, 2022 (“*Prorated Period*”), which payment for the entire Prorated Period shall be due no later than 10 business days after the Village issues such building permit; and
- (b) For the remainder of the Term after the Prorated Period, an annual license fee of \$109,992.84 (“*License Fee*”), which License Fee shall (i) be due on November 1, 2022; and (ii) for each year after the Term year ending October 31, 2023, increase by 4.25 percent over the License Fee charged in the immediately preceding Term year.”

**SECTION 5. NO ALTERATION WITHOUT VILLAGE APPROVAL.**

Notwithstanding anything to the contrary in the Agreement or this Sixth Amendment, Licensee may not alter or add any Licensee Facilities without the prior written approval of the Village.

**SECTION 6. REIMBURSEMENT OF VILLAGE COSTS.**

In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Licensee shall pay to the Village, no later than 45 days after receipt by the Licensee of a written demand or demands therefor from the Village, all legal fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Sixth

Amendment, up to the amount of \$1,000.00 in addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF** the parties hereto have caused this Sixth Amendment to be executed, effective as of the date first written above.

ATTEST:

**VILLAGE OF WINNETKA,**  
an Illinois home rule municipal corporation

\_\_\_\_\_  
Robert M. Bahan, Village Clerk

By: \_\_\_\_\_  
Christopher Rintz  
Its: Village President

ATTEST:

**NEW CINGULAR WIRELESS PCS, LLC**  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Common address or approximate location of Premises:

Tower Road and Sheridan Road, Winnetka, Illinois

Legal Descriptions:

Lots 1, 2 and 3 in Chandler's Subdivision, being a subdivision of Block 15 of Hubbard Estate Subdivision, in the Northeast Fractional  $\frac{1}{4}$  of Section 17, Township 42 North, Range 13, east of the third principal meridian, as per plat thereof recorded as document number 5849038 (except from said Lots 1, 2 and 3 that part bounded and described as follows, to wit: beginning at a point in the easterly line of Sheridan Road (being the westerly line of said Chandler's Subdivision) 30 feet southerly from (measured at right angles to) the northerly line of said Chandler's Subdivision; running thence northeasterly in a straight line to a point 36 feet southeasterly from (measured at right angles to) the said northerly line of said Chandler's Subdivision at a point 180 feet (as measured along said northerly line of said Chandler's Subdivision) from the easterly line of Sheridan Road; thence northeasterly in a straight line to a point 51 feet from (measured at right angles to) the said northerly line of said Chandler's Subdivision, at a point 255 feet (as measured along said northerly line of said Chandler's Subdivision) from the easterly line of Sheridan Road; thence northeasterly in a straight line to a point 55 feet from (measured at right angles to) the said northerly line of said Chandler's Subdivision, at a point 357.5 feet (measured along said northerly line of said Chandler's Subdivision) from the easterly line of Sheridan Road; thence southeasterly in a straight line to a point on the northerly line of said Lot 2 of said Chandler's Subdivision 370 feet (as measured along said northerly line of said Lot 2) from the easterly line of Sheridan Road; thence southeasterly in a straight line to a point 3 feet due north of a point in the north line of North Avenue (being the south line of said Chandler's Subdivision) said point in North Avenue being 468 feet east (measured along the north line of said North Avenue) of the northeast corner of Sheridan Road and North Avenue; thence south in a straight line a distance of 3 feet to the north line of North Avenue; thence west along said north line of North Avenue a distance of 468 feet to the point of intersection of the north line of North Avenue with the northeasterly line of Sheridan Road; thence northwesterly along the northeasterly line of Sheridan Road to the place of beginning) all in Cook County, Illinois.

Also parcel "J" - 011 shown on Exhibit "B" and also Tower Road east of Sheridan Road all in Cook County, Illinois.



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Cell Site No.: IL0062  
Cell Site Name: WINNETKA POWER PLANT  
Fixed Asset No.: 10005098  
Market: IL/WI

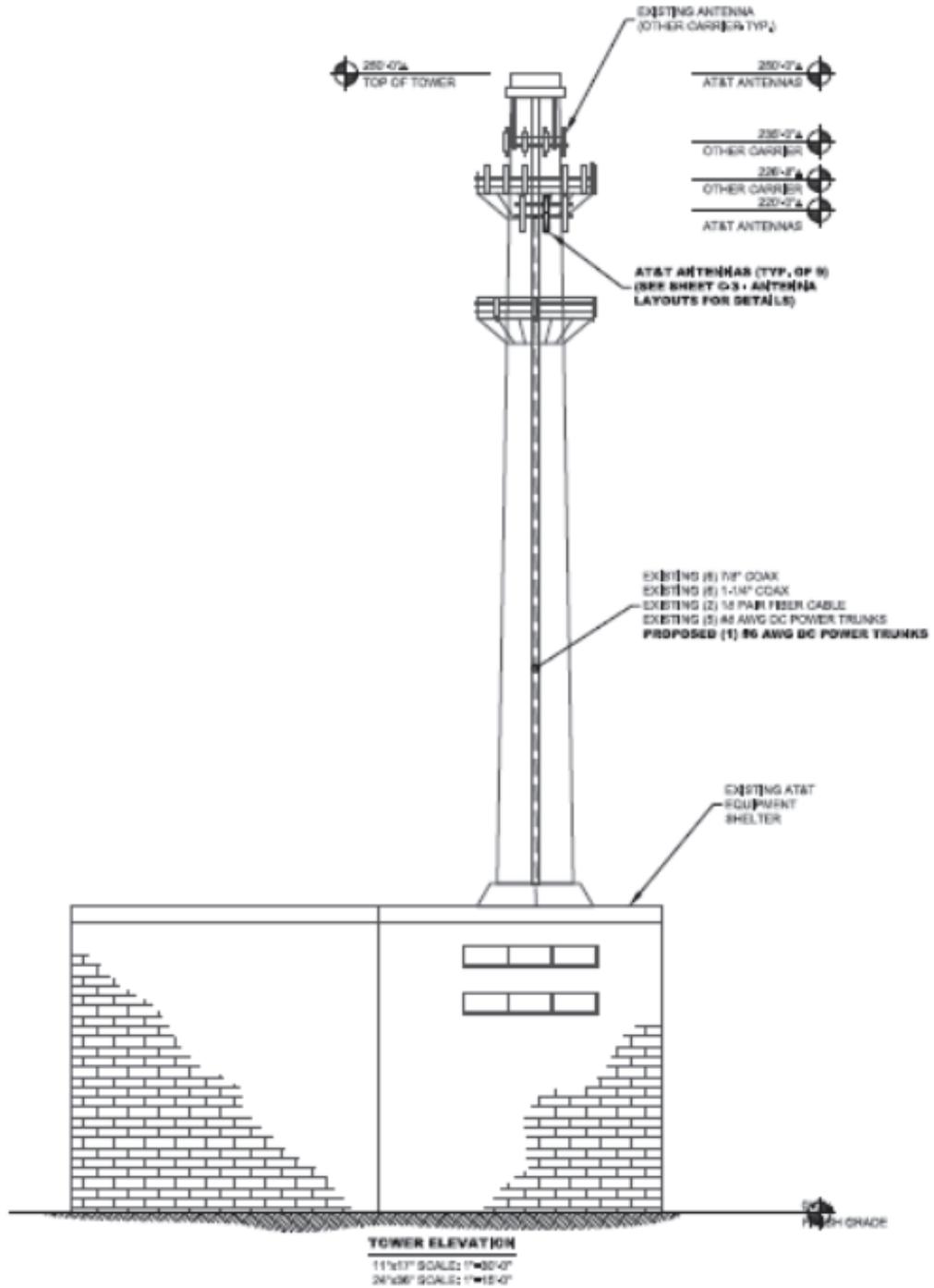
**EXHIBIT 2**  
**CONSTRUCTION PLANS**

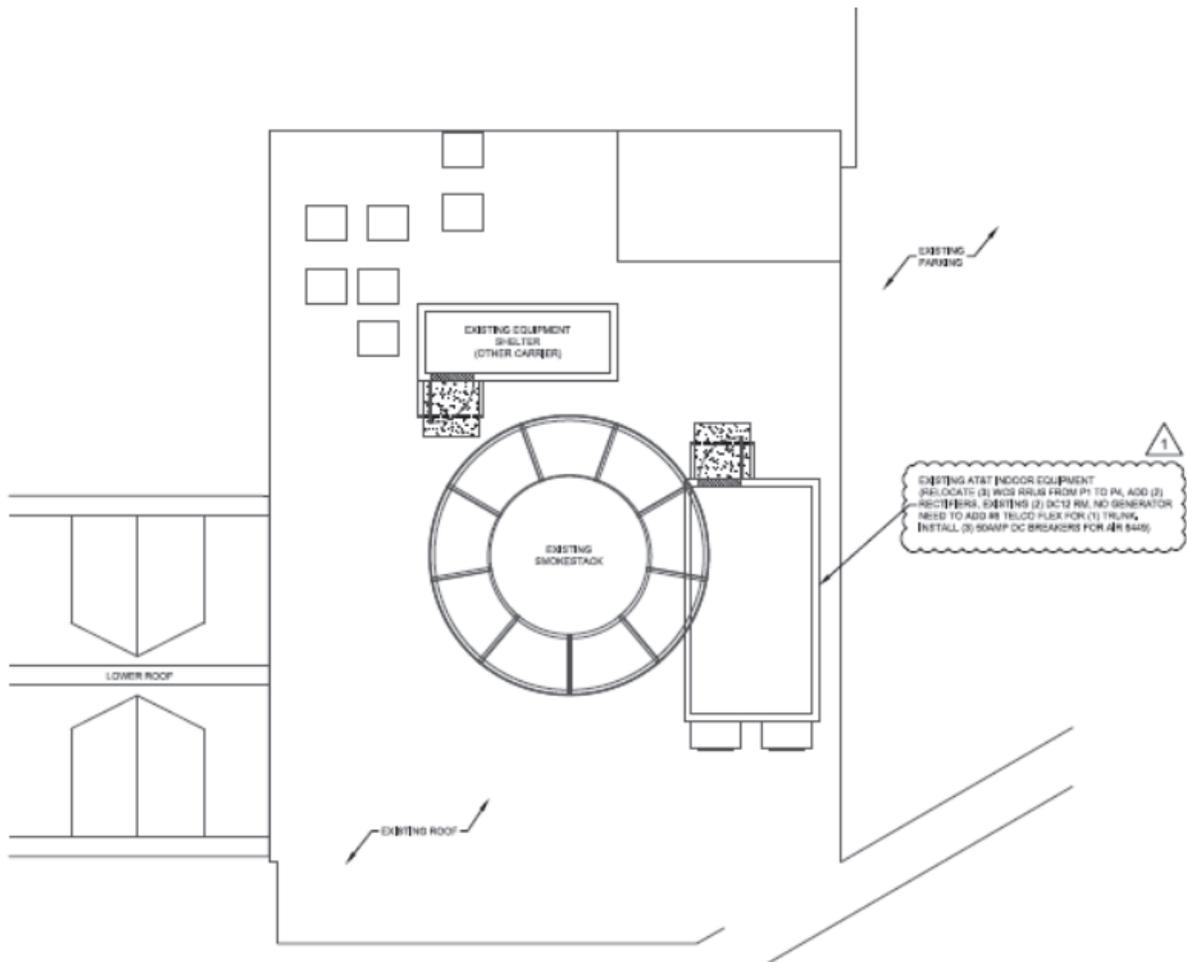
**AT&T**  
**Site Number: IL0062**  
**Project: LTE 5G NR (CBAND)**  
**Plans prepared by Mastec Network Solution; Submittal dated March 21, 2022**

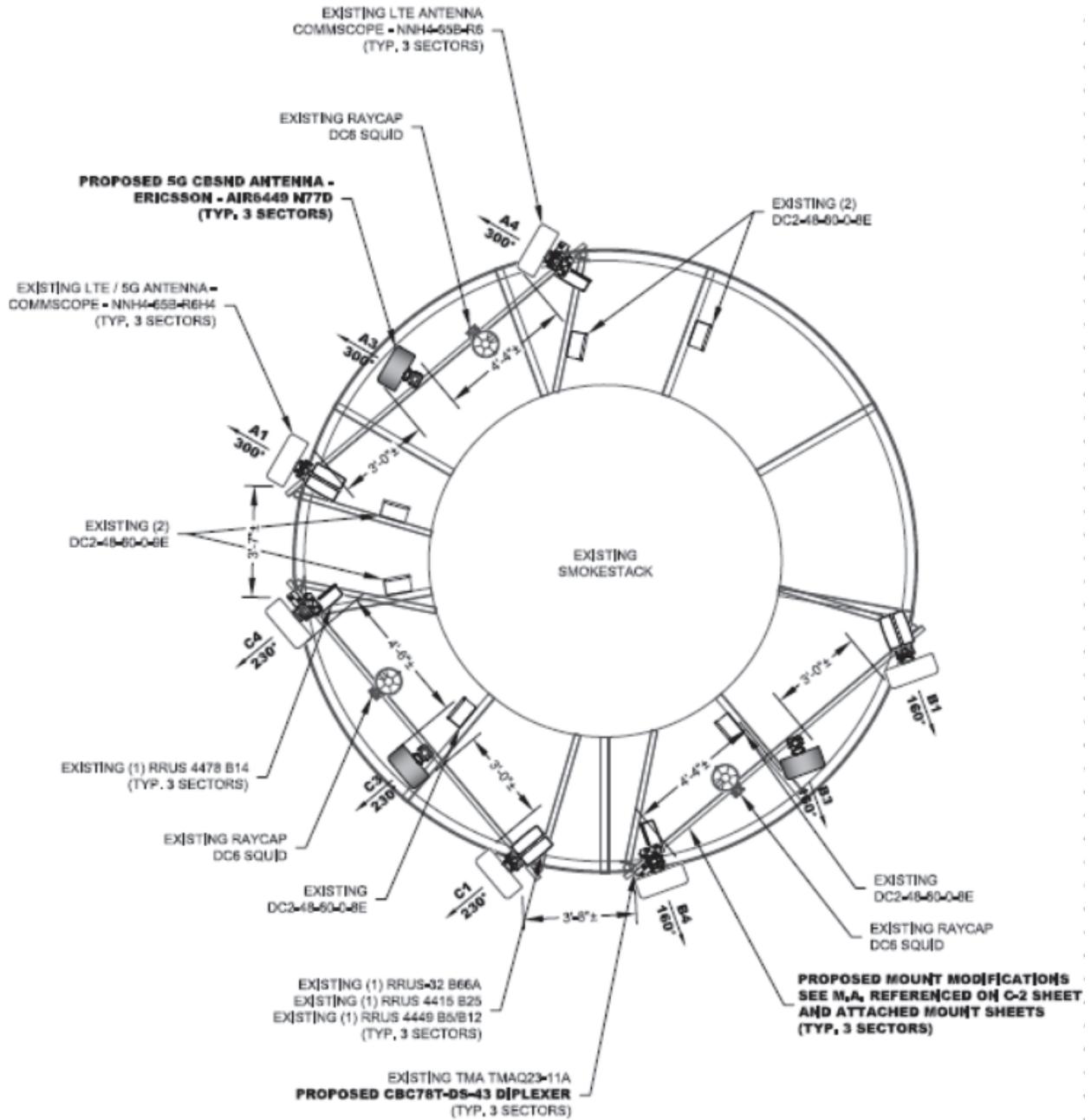
Cell Site No.: IL0062  
Cell Site Name: WINNETKA POWER PLANT  
Fixed Asset No.: 10005098  
Market: IL/WI

### EXHIBIT 3

### LICENSED PREMISES









# AT&T

**SITE NUMBER: IL0062**  
**SITE NAME: WINNETKA**

PROJECT:

**LTE 5G NR RADIO/5G NR 1SR CBAND**

**PROJECT DESCRIPTION**

- \*\*\* PROPOSED C BAND 5G NR\*\*\*
- REMOVE QUINTEL ANTENNAS IN P1
- MOVE NIN4 ANTENNAS AND RADIOS FROM P2 TO P1
- REMOVE 8 QUADPLEXERS (IF EXISTING)
- INSTALL CBC78T-DS-43 DIPLXERS IN P4
- RELOCATE WCS RRUS FROM P1 TO P4
- RECALE UMTS AND DIPLEX WITH FNET AT P4
- INSTALL (3) CBAND AIR 6449 ANTENNA IN P3 ALL SECTORS
- SWAP SFP3 TO SFP7 FOR AWS RADIOS
- WCS RRUS WILL REMAIN ON GROUND
- ADD (2) RECTIFIERS, EXISTING (2) DC12 RM
- NEED TO ADD #6 TELCO FLEX FOR (1) TRUNK.
- INSTALL (3) 50 AMP BREAKERS FOR AIR 6449

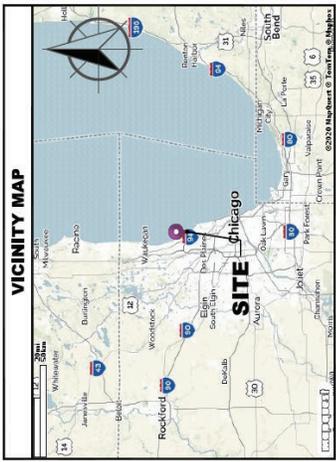


TO OBTAIN LOCATION OF PARTICIPANTS, UNDERGROUND FACILITIES BEFORE YOU DIG CALL 811  
 REQUIRES MN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

**CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- PROVISIONS OF THE 2015 INTERNATIONAL BUILDING CODE (IBC)
- PROVISIONS OF THE 2015 INTERNATIONAL MECHANICAL CODE (IMC)
- PROVISIONS OF THE 2015 INTERNATIONAL ELECTRICAL CODE (IEEC)
- THE 2014 NATIONAL ELECTRICAL CODE (NEC)



**DIRECTIONS**

FROM AT&T OFFICE: 930 NATIONAL PARKWAY, SCHAUMBURG, IL. 60173  
 CONTINUE TO NATIONAL PKWY. HEAD NORTH TOWARD NATIONAL PKWY.  
 TURN RIGHT TOWARD NATIONAL PKWY.  
 TURN RIGHT TOWARD NATIONAL PKWY. TURN LEFT TOWARD NATIONAL PKWY.  
 TURN RIGHT TOWARD NATIONAL PKWY. TURN LEFT TOWARD NATIONAL PKWY.  
 IN WINNETKA, TURN RIGHT ONTO NATIONAL PKWY.  
 TURN LEFT ONTO WOODFIELD RD. USE THE LEFT LANE TO TURN LEFT ONTO E FRONTAGE RD. USE THE LEFT LANE TO TAKE THE INTERSTATE 90 W RAMP.  
 USE THE LEFT 3 LANES TO TAKE THE ALGONQUIN RD EXIT. KEEP LEFT.  
 TURN LEFT ONTO WOODFIELD RD. MERGE ONTO W PALATINE RD. MERGE ONTO WILLOW RD. CONTINUE STRAIGHT TO STAY ON WILLOW RD. CONTINUE ONTO NEW WILLOW RD. CONTINUE STRAIGHT ONTO NEW WILLOW RD/WILLOW RD. CONTINUE TO FOLLOW WILLOW RD. TURN LEFT ONTO HEBBARD RD. TURN RIGHT ONTO TOWER RD. PARTIAL RESTRICTED USAGE ROAD. TURN RIGHT

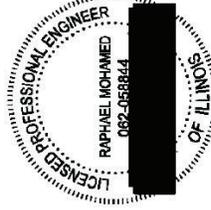
SHEET	DESCRIPTION	REV.	REV. DATE
T-1	TITLE SHEET	2	3/21/2022
C-1	SITE PLAN	2	3/21/2022
C-2	TOWER ELEVATION	2	3/21/2022
C-3	ANTENNA LAYOUTS	2	3/21/2022
C-4	EXISTING RF SCHEDULE	2	3/21/2022
C-4-1	FINAL RF SCHEDULE	2	3/21/2022
C-5	CIVIL DETAILS	2	3/21/2022
C-6	CIVIL DETAILS	2	3/21/2022
GN-1	GENERAL NOTES	2	3/21/2022
	MOUNT SHEETS ATTACHED		

AT&T APPROVAL	
SITE ACQUISITION MANAGER:	DATE:
MASTEC CONSTRUCTION MANAGER:	DATE:
MASTEC SA PROJECT MANAGER:	DATE:
MASTEC SA SPECIALIST:	DATE:
MASTEC COMPLIANCE MANAGER:	DATE:
AT&T RF PROJECT MANAGER:	DATE:
AT&T PROJECT MANAGER:	DATE:
AT&T MOBILITY APPROVAL	
REAL ESTATE:	DATE:
RF:	DATE:
OPERATION:	DATE:

LTE PROJECTS													
<input checked="" type="checkbox"/>	700	<input checked="" type="checkbox"/>	1900	<input checked="" type="checkbox"/>	AWS	<input checked="" type="checkbox"/>	700FN	<input checked="" type="checkbox"/>	5G 850	<input checked="" type="checkbox"/>	WLL	<input checked="" type="checkbox"/>	CBAND

SITE SUMMARY	
SCOPE TYPE:	CARRIER ADD
OCCUPANCY TYPE:	TELECOMMUNICATIONS FACILITY
F#:	10005098
PAGE ID#:	MRCH05530
STRUCTURE TYPE:	249 - MONOPOLE
LATTITUDE:	42.1151187
LONGITUDE:	-87.7309972
GROUND ELEVATION:	588' AMSL
JURISDICTION:	COOK COUNTY
PARCEL ID:	TBD

PROJECT DIRECTORY	
SITE ADDRESS:	725 TOWER ROAD WINNETKA, IL 60093 (COOK COUNTY)
APPLICANT:	AT&T MOBILITY CORP. 930 NATIONAL PARKWAY SCHAUMBURG, IL 60173
TOWER OWNER:	VILLAGE OF WINNETKA 510 GREEN BAY ROAD WINNETKA, IL 60093
PROJECT MANAGER:	MASTEC NETWORK SOLUTIONS 135 TEASDALE PARK RD SCHAUMBURG, IL 60195 LAURA FERMAN PROJECT MANAGER PHONE: (830) 634-4849
SITE DESIGN:	MASTEC ENGINEERING 507 AIRPORT BLVD, SUITE 111 MCCORMICK PLACE, CHICAGO CONSTRUCTION PERMITS PHONE: (819) 974-5855



3/21/2022  
 RAPHAEL MOHAMED, P.E.  
 ILLINOIS NO. 082-458844

DATE	DESCRIPTION	REV	ISSUED BY
8/26/2021	CONSTRUCTION	0	RM
11/1/2021	CONSTRUCTION	1	RM
3/21/2022	CONSTRUCTION	2	RM

DRAWN BY: CLS  
 CHECKED BY: JFS  
 APPROVED BY: RM  
 MNS PROJECT NO: 26096-AEC  
 PREPARED FOR:



PREPARED BY:  
**Mastec**  
 Network Solutions  
 507 AIRPORT BLVD, SUITE 111  
 MCCORMICK PLACE, CHICAGO, IL 60604

SITE ID:  
**IL0062**

SITE NAME:  
**WINNETKA**

SITE ADDRESS:  
**725 TOWER ROAD  
 WINNETKA, IL 60093**

FA LOCATION:  
**10005098**

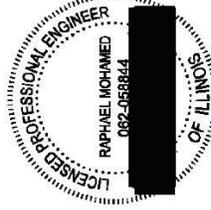
TOWER OWNER ID:  
**N/A**

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**







3/21/2022  
 RAPHAEL MOHAMED, P.E.  
 ILLINOIS NO. 082-458844

DATE	DESCRIPTION	REV	ISSUED BY
02/02/21	CONSTRUCTION	0	RM
11/19/21	CONSTRUCTION	1	RM
3/21/2022	CONSTRUCTION	2	RM

DRAWN BY:	CLS
CHECKED BY:	JFS
APP'D BY:	RM
INS PROJECT NO:	26096-AEC
PREPARED FOR:	



PREPARED BY:

SITE ID: **IL0062**

SITE NAME: **WINNETKA**

SITE ADDRESS:  
**725 TOWER ROAD**  
**WINNETKA, IL 60093**

FA LOCATION:  
**10005098**

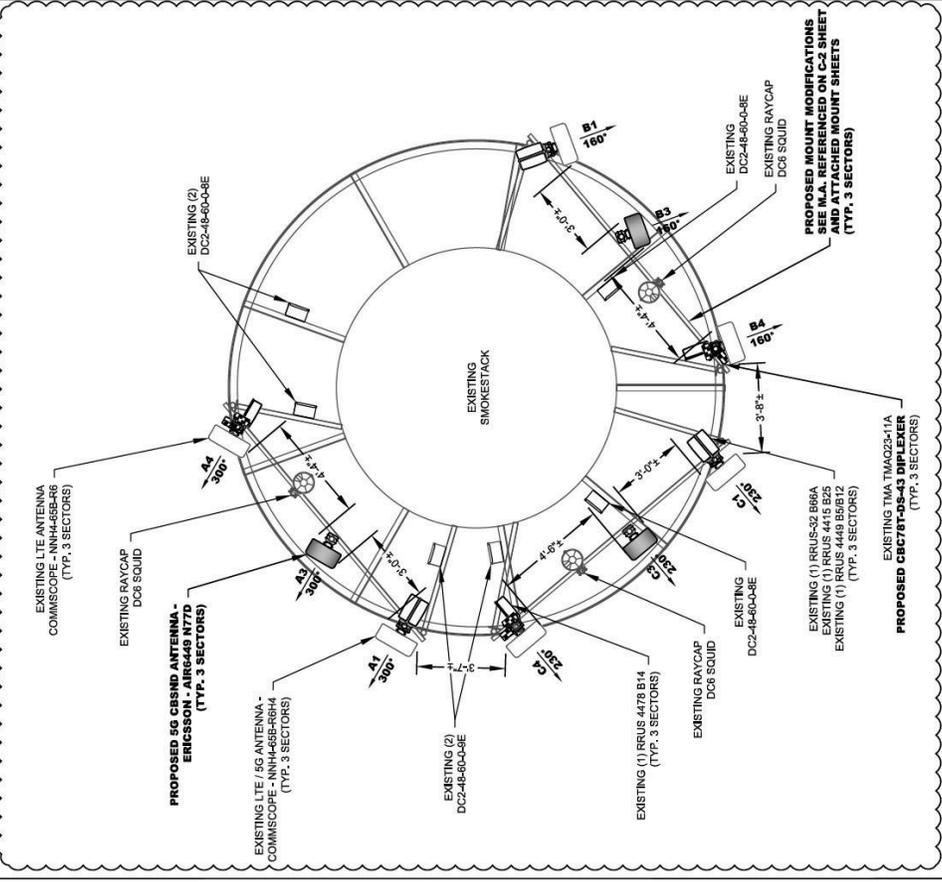
TOWER OWNER ID:  
**N/A**

SHEET TITLE  
**ANTENNA LAYOUTS**

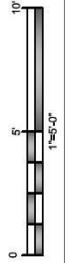
SHEET NUMBER  
**C-3**

ALL EQUIPMENT, ANTENNAS, AND MOUNTING HARDWARE MUST BE PAINTED TO MATCH THE EXISTING COLOR OF THE STACK.

1

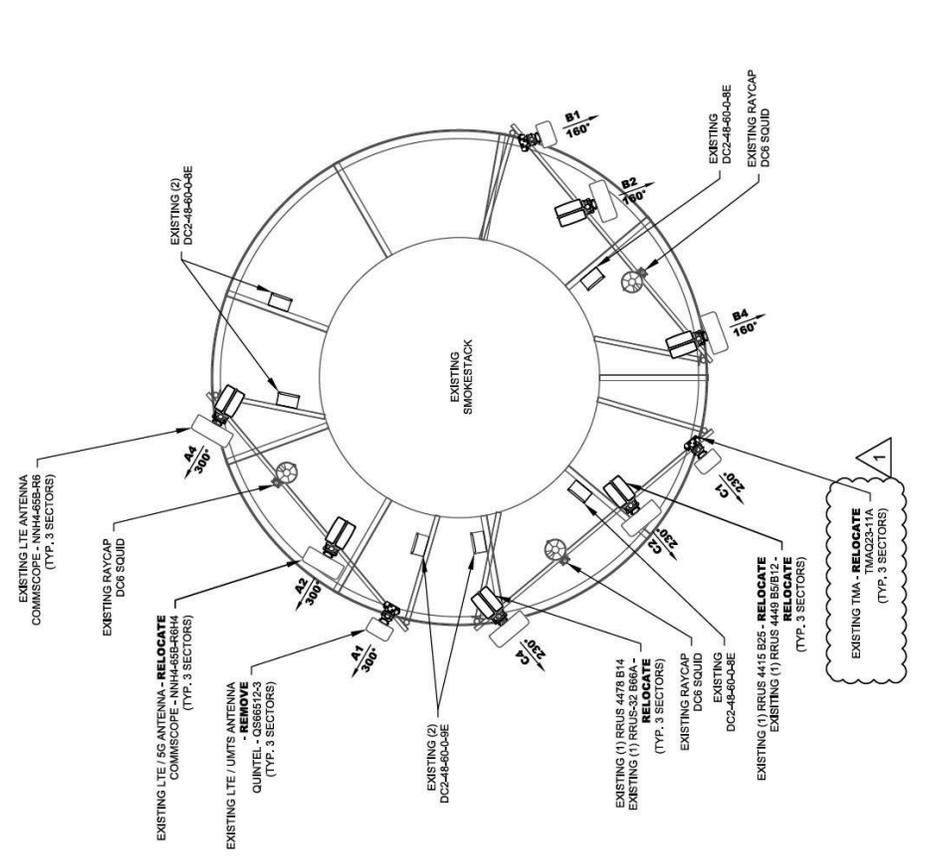


PROPOSED ANTENNA LAYOUT  
 11'x17' SCALE: 1"=5'-0"  
 24"x36" SCALE: 1"=2'-6"

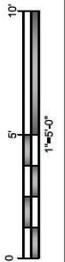


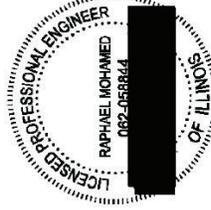
NOTES:

- EXISTING ANTENNA POSITIONS & AZIMUTHS ARE ASSUMED BASED ON RFDS. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION & FOR ANY DISCREPANCIES, REFER TO RF DESIGN SHEET FOR ADDITIONAL INFORMATION ON DIPLEXERS/DC&FIBER.
- RELOCATE/ADD/REPLACE MOUNTING PIPES AS REQUIRED TO ACCOMMODATE NEW ANTENNAS.
- SPACING BETWEEN 100MMZ ANTENNAS SHALL BE 100MMZ.
- INSTALLER TO FIELD VERIFY ANTENNA SEPARATIONS.
- INSTALLER MAY NEED TO SHIFT ANTENNA MOUNTS AS NEEDED TO OBTAIN REQUIRED MINIMUM SEPARATION BETWEEN ANTENNAS.



EXISTING ANTENNA LAYOUT  
 11'x17' SCALE: 1"=5'-0"  
 24"x36" SCALE: 1"=2'-6"





3/21/2022  
 RAPHAEL MOHAMED, P.E.  
 ILLINOIS NO. 082-058844

DATE	DESCRIPTION	REV	ISSUED BY
8/26/2021	CONSTRUCTION	0	RM
11/1/2021	CONSTRUCTION	1	RM
3/21/2022	CONSTRUCTION	2	RM

DRAWN BY:	CLS
CHECKED BY:	JFS
APP'D BY:	RM
ISS PROJECT NO:	26096-AEC
PREPARED FOR:	



**Mastec**  
 Network Solutions  
 507 AIRPORT BLVD, SUITE 111  
 MORRISVILLE, NC 27560

PREPARED BY:  
 SITE ID:  
**IL0062**

SITE NAME:  
**WINNETKA**

SITE ADDRESS:  
**725 TOWER ROAD  
 WINNETKA, IL 60093**

FA LOCATION:  
**10005098**

TOWER OWNER ID:  
**N/A**

SHEET TITLE  
**EXISTING RF SCHEDULE**

SHEET NUMBER  
**C-4**

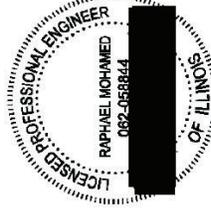
NOTES:  
 \* CONTRACTOR TO VERIFY COLOR CODING REQUIREMENT WITH AT&T CONSTRUCTION MANAGER PRIOR TO INSTALLATION.

SECTOR-POSITION	FREQUENCY BAND	ANTENNA MAKE/MODEL	RAD CENTER	ANTENNA TIP HEIGHT	AZIMUTH	E. TILT	M. TILT	(QTY.) RADIO	(QTY.) TMA DIPLXERS	(QTY.) SURGE PROTECTION	(QTY.) CABLES	CABLE LENGTH
A1	LTE WCS UMTS 850	QUINTEL - QS66512-3 (RM)	220'-0"	223'-0"	300°	-	-	* (1) RRUS-32 B30 (RL) (1) RRUS 4449 B5B12 (RL) (1) RRUS 4415 B25 (RL)	(1) TMAQ23-11A (RL)	-	(2) 1-1/4" COAX (1) 3/8" RET CABLE	240'-0"
A2	LTE 700/1900/5G 850	COMMSCOPE - NNH4-65B-RGH4 (RL)	220'-0"	223'-0"	300°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B66A (RL)	-	(1) DC6-48-60-0-8CEV (2) DC2-48-60-0-8E	(1) FIBER TRUNK (2) DC TRUNKS	240'-0"
A3	-	-	-	-	-	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B66A (RL)	-	-	(2) 7/8" COAX	240'-0"
A4	LTE 700/FNWCs UMTS 850	COMMSCOPE - NNH4-65B-R6	220'-0"	223'-0"	300°	-	-	* (1) RRUS-32 B30 (RL) (1) RRUS 4449 B5B12 (RL) (1) RRUS 4415 B25 (RL)	(1) TMAQ23-11A (RL)	-	(2) 1-1/4" COAX	240'-0"
B1	LTE WCS UMTS 850	QUINTEL - QS66512-3 (RM)	220'-0"	223'-0"	160°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B66A (RL)	-	(1) DC6-48-60-0-8CEV (2) DC2-48-60-0-8E	(2) DC TRUNKS	240'-0"
B2	LTE 700/1900/5G 850	COMMSCOPE - NNH4-65B-RGH4 (RL)	220'-0"	223'-0"	160°	-	-	* (1) RRUS-32 B30 (RL) (1) RRUS 4449 B5B12 (RL) (1) RRUS 4415 B25 (RL)	(1) TMAQ23-11A (RL)	-	(2) 7/8" COAX	240'-0"
B3	-	-	-	-	-	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B66A (RL)	-	-	(2) DC TRUNKS	240'-0"
B4	LTE 700/FNWCs	COMMSCOPE - NNH4-65B-R6	220'-0"	223'-0"	160°	-	-	* (1) RRUS-32 B30 (RL) (1) RRUS 4449 B5B12 (RL) (1) RRUS 4415 B25 (RL)	(1) TMAQ23-11A (RL)	-	(2) 1-1/4" COAX	240'-0"
C1	LTE WCS UMTS 850	QUINTEL - QS66512-3 (RM)	220'-0"	223'-0"	230°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B66A (RL)	-	(1) DC6-48-60-0-8CEV (2) DC2-48-60-0-8E	(1) FIBER TRUNK (1) DC TRUNKS	240'-0"
C2	LTE 700/1900/5G 850	COMMSCOPE - NNH4-65B-RGH4 (RL)	220'-0"	223'-0"	230°	-	-	* (1) RRUS-32 B30 (RL) (1) RRUS 4449 B5B12 (RL) (1) RRUS 4415 B25 (RL)	(1) TMAQ23-11A (RL)	-	(2) 7/8" COAX	240'-0"
C3	-	-	-	-	-	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B66A (RL)	-	-	(2) DC TRUNKS	240'-0"
C4	LTE 700/FNWCs	COMMSCOPE - NNH4-65B-R6	220'-0"	223'-0"	230°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B66A (RL)	(3) TMA (3) DIPLXERS	(9) SPDs	(20) CABLES	240'-0"
<b>TOTALS</b>												-

\* = LOCATED IN AT&T EQUIPMENT SHELTER

(RL) = RELOCATED  
 (RM) = REMOVED

RF SCHEDULE PREPARED BASED ON THE RFDS DATED 6/18/21  
 RFDS VERSION # 1.00  
 GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST RECENT VERSION OF RFDS PRIOR TO CONSTRUCTION



3/21/2022  
 RAPHAEL MOHAMED, P.E.  
 ILLINOIS NO. 082-058844

DATE	DESCRIPTION	REV	ISSUED BY
8/26/2021	CONSTRUCTION	0	RM
11/15/2021	CONSTRUCTION	1	RM
3/21/2022	CONSTRUCTION	2	RM

DRAWN BY:	CLS
CHECKED BY:	JFS
APP'D BY:	RM
ISS PROJECT NO:	26096-AEC
PREPARED FOR:	



SITE ID:  
**IL0062**

SITE NAME:  
**WINNETKA**

SITE ADDRESS:  
**725 TOWER ROAD  
 WINNETKA, IL 60093**

FA LOCATION:  
**10005098**

TOWER OWNER ID:  
**N/A**

SHEET TITLE  
**FINAL RF SCHEDULE**

SHEET NUMBER  
**C-4.1**

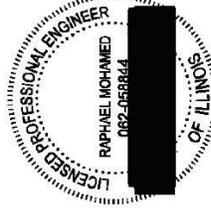
NOTES:  
 CONTRACTOR TO VERIFY COLOR CODING REQUIREMENT WITH  
 AT&T CONSTRUCTION MANAGER PRIOR TO INSTALLATION.

SECTOR- POSITION	FREQUENCY BAND	ANTENNA MAKE/MODEL	RAD CENTER	ANTENNA TIP HEIGHT	AZIMUTH	E- TILT	M- TILT	(QTY.) RADIO	(QTY.) TMADIPLEXERS	(QTY.) SURGE PROTECTION	(QTY.) CABLES	CABLE LENGTH
A1	LTE 700/1900/ANS/5G 850	COMMSCOPE - NNH4-65B-R6H4	220'-0"	223'-0"	300°	-	-	(1) RRUS 4449 B5B12 (RL) (1) RRUS 4415 B25 (RL) (1) RRUS-32 B66A (RL)	-	-	(2) 1-1/4" COAX (1) 3/8" RET CABLE	240'-0"
A2	-	-	-	-	-	-	-	-	-	-	-	-
A3	5G CBAND	ERICSSON - AIR6449 N77D (P)	220'-0"	221'-6"	300°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B30 (RL)	(1) CBC78T-DS-43 (P) (1) TMAQ23-11A (RL)	(1) DC2-48-60-18-4C-EV (2) DC2-48-60-48-E	(1) FIBER TRUNK (2) DC TRUNKS	240'-0"
A4	LTE 700FNWCS UMTS 850	COMMSCOPE - NNH4-65B-R6	220'-0"	223'-0"	300°	-	-	(1) RRUS 4415 B25 (RL) (1) RRUS-32 B66A (RL)	-	-	(2) 7/8" COAX	240'-0"
B1	LTE 700/1900/ANS/5G 850	COMMSCOPE - NNH4-65B-R6H4	220'-0"	223'-0"	160°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B30 (RL)	-	-	(2) 1-1/4" COAX	240'-0"
B2	-	-	-	-	-	-	-	-	-	-	-	-
B3	5G CBAND	ERICSSON - AIR6449 N77D (P)	220'-0"	221'-6"	160°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B30 (RL)	(1) CBC78T-DS-43 (P) (1) TMAQ23-11A (RL)	(1) DC2-48-60-18-4C-EV (2) DC2-48-60-48-E	(2) DC TRUNKS (2) 7/8" COAX	240'-0"
B4	LTE 700FNWCS UMTS 850	COMMSCOPE - NNH4-65B-R6	220'-0"	223'-0"	160°	-	-	(1) RRUS 4415 B25 (RL) (1) RRUS-32 B66A (RL)	-	-	(2) 7/8" COAX	240'-0"
C1	LTE 700/1900/ANS/5G 850	COMMSCOPE - NNH4-65B-R6H4	220'-0"	223'-0"	230°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B30 (RL)	-	-	(2) 1-1/4" COAX	240'-0"
C2	-	-	-	-	-	-	-	-	-	-	-	-
C3	5G CBAND	ERICSSON - AIR6449 N77D (P)	220'-0"	221'-6"	230°	-	-	(1) RRUS 4478 B14 (1) RRUS-32 B30 (RL)	(1) CBC78T-DS-43 (P) (1) TMAQ23-11A (RL)	(1) DC2-48-60-18-4C-EV (2) DC2-48-60-48-E	(1) FIBER TRUNK (1) DC TRUNKS (1) DC TRUNK (P)	240'-0"
C4	LTE 700FNWCS UMTS 850	COMMSCOPE - NNH4-65B-R6	220'-0"	223'-0"	230°	-	-	(1) RRUS 4415 B25 (RL) (1) RRUS-32 B66A (RL)	-	-	(2) 7/8" COAX	240'-0"
<b>TOTALS</b>									(9) TMAS (3) DIPLEXERS	(9) SPDOS	(21) CABLES	-

\* = LOCATED IN AT&T EQUIPMENT SHELTER

(P) = PROPOSED  
 (RL) = RELOCATED

RF SCHEDULE PREPARED BASED ON THE RFDS DATED 6/18/21  
 RFDS VERSION # 1.00  
 GENERAL CONTRACTOR TO VERIFY AND INCORPORATE MOST  
 RECENT VERSION OF RFDS PRIOR TO CONSTRUCTION



3/21/2022  
 RAPHAEL MOHAMED, P.E.  
 ILLINOIS NO. 082-058844

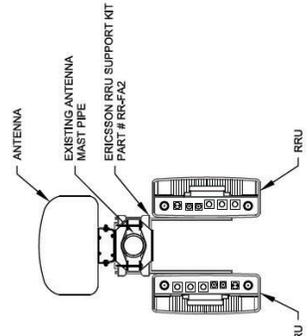
SUBMITTALS		REV	ISSUED BY
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 APPROVED BY: RM  
 IINS PROJECT NO: 26096-AEC  
 PREPARED FOR:

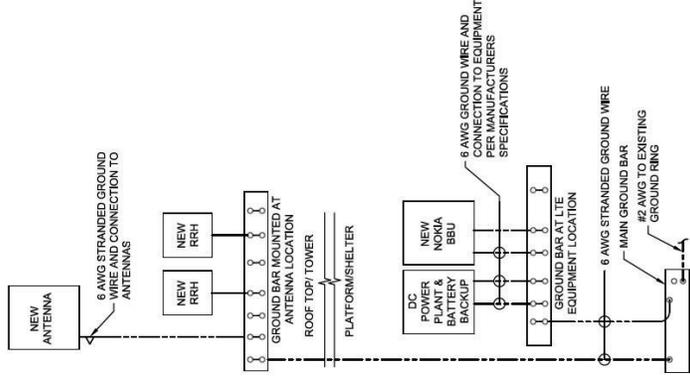


PREPARED BY:  
**Mastec**  
 Network Solutions  
 507 AIRPORT BLVD, SUITE 111  
 MORRISVILLE, NC 27560

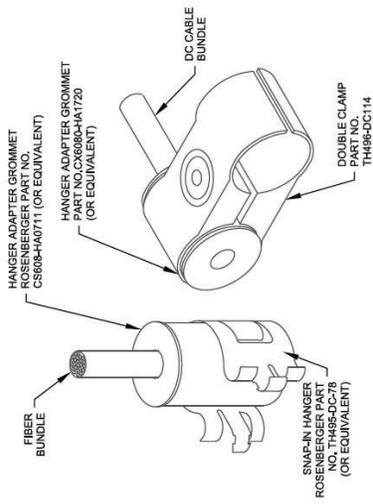
SITE ID: **IL0062**  
 SITE NAME: **WINNETKA**  
 SITE ADDRESS: **725 TOWER ROAD WINNETKA, IL 60093**  
 FA LOCATION: **10005098**  
 TOWER OWNER ID: **N/A**  
 SHEET TITLE: **CIVIL DETAILS**  
 SHEET NUMBER: **C-5**



**DUAL RRU MOUNTING DETAIL**  
 SCALE: N.T.S.  
 NOTES:  
 DETAIL IS DIAGRAMMATIC. CONTRACTOR TO INSTALL RRUS ON RRU MOUNT BEST SUITED FOR ANTENNA CONFIGURATION.

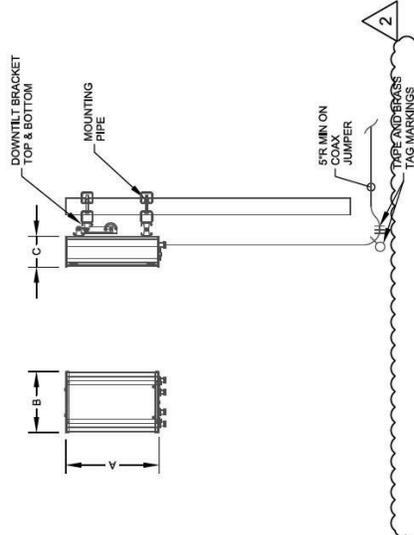


**GROUNDING DIAGRAM**  
 SCALE: N.T.S.



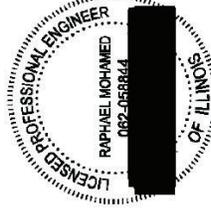
**SNAP-IN HANGER**  
**DOUBLE CLAMP**  
 NOTES:  
 1. REFER TO ISA DOCUMENT FOR EXACT CABLE MODEL NUMBERS AND MANUFACTURER SPECIFICATIONS FOR PROPER GROMMETS AND HANGERS TO SUPPORT THE FIBER AND DC CABLE BUNDLES.  
 2. REFER TO STRUCTURAL ANALYSIS FOR EXACT CABLE ROUTING AND MOUNTING CONFIGURATION.

**FIBER/DC CABLE SUPPORT**  
 SCALE: N.T.S.



NEW ANTENNA SPECIFICATIONS			
ANTENNA MODEL	LENGTH (A)	WIDTH (B)	DEPTH (C)
ERICSSON AN6448 N7FD	30.6"	15.86"	8.97"
			WEIGHT
			81.6 LBS

**NEW ANTENNA SPECIFICATIONS**  
 SCALE: N.T.S.



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PREPARED BY:  
**Mastec**  
 Network Solutions  
 507 AIRPORT BLVD, SUITE 111  
 MORRISVILLE, NC 27560

SITE ID:  
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SITE NAME:  
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**725 TOWER ROAD  
 WINNETKA, IL 60093**

FA LOCATION:  
**10005098**

TOWER OWNER ID:  
**N/A**

SHEET TITLE  
**CIVIL DETAILS**

SHEET NUMBER  
**C-6**



**COMMSCOPE CBCT8T-DS-43**

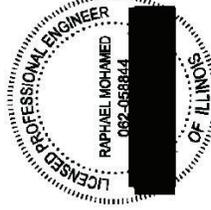
- DIMENSIONS (H x W x D): 6.4"x6.8"x4.8"
- WEIGHT: 10.4 LBS
- 8B-8032-4394 MHz
- 120 WATT SITE AMPLIFIERS, RMS 250 W
- ASIG CARRIER - 2178 MHz ± 100 PPM

**COMMSCOPE - CBCT8T-DS-43**  
 SCALE: N.T.S.

**ERICSSON 6449 n77D (AAS)**

PRODUCT NAME	ERICSSON 6449 n77D (AAS)
DIMENSIONS (LxWxD)	30.5" x 15.86" x 8.97"
WEIGHT (W/O MOUNTING KIT)	81.6 LBS
OSR/IBW	2/0 MHz
OPERATIONAL BANDWIDTH	3.7 - 3.98 GHz
TECHNOLOGY	64T6R, MAX 16 LAYERS (DL), 8 ARRAYS (UL), 192 ANTENNA ELEMENTS (AEs)
eCPRI PORTS	4 X 10/25 Gbps
NR ONLY	
RF PORTS	4 PORTS OF 4.3-10 (F)
MAX POWER CONSUMPTION/HEAT DISSIPATION	1402W/1000W
CONVENTIONAL COOLING ANGULAR AVERAGE	79 dBm
BORESIGHT	81 dBm (DUAL-POLARIZATION), 76 dBm PER POLARIZATION

**ERICSSON 6449 n77D ADVANCED ANTENNA SYSTEM SPECIFICATIONS**  
 SCALE: N.T.S.



3/21/2022  
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 ILLINOIS NO. 082-458844

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INVS PROJECT NO.:	26096-AEC
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PREPARED BY:



SITE ID:  
**IL0062**

SITE NAME:  
**WINNETKA**

SITE ADDRESS:  
**725 TOWER ROAD  
 WINNETKA, IL 60093**

FA LOCATION:  
**10005098**

TOWER OWNER ID:  
**N/A**

SHEET TITLE  
**GENERAL NOTES**

SHEET NUMBER  
**GN-1**

**GENERAL NOTES (USE WHERE APPLICABLE)**

**GROUNDING NOTES**

- COAX CABLE SHALL BE GROUNDED AT ANTENNA LEVEL WITHIN 5' OF ANTENNA. COAX WILL ADDITIONALLY BE GROUNDED AT THE BASE OF THE TOWER 18' BEFORE THE CABLE REACHES A HORIZONTAL PLANE. IF EQUIPMENT CABINET IS MORE THAN 18' FROM THE TOWER AN ADDITIONAL GROUND KIT WILL BE ADDED 24' BEFORE CABLE ENTERS CABINET.
- ALL COAX GROUND KITS WILL BE ANDREW "COMPACT SURE GROUND" OR APPROVED EQUAL.
- VERIFY THE GROUNDING CONTINUITY BETWEEN THE TOWER BASE AND THE NEW AT&T CABINET GROUND BAR. CONTRACTOR SHALL ENSURE THAT ALL METALLIC OBJECTS WITHIN 6' FROM CABINET HAVE GROUNDING CONTINUITY. THE CONTRACTOR SHALL CORRECT ANY DEFECTS BY ADDING GROUNDING CONDUCTOR TO ENSURE CONTINUITY.
- CONTRACTOR SHALL PERFORM A GROUND IMPEDANCE TEST PRIOR TO CONSTRUCTION TO ENSURE SITE IS LOWER THAN 5-OHM. IF SITE HAS A RESISTANCE HIGHER THAN 5 OHM REPORT TO AT&T FOR FURTHER DIRECTION.
- GROUNDING CONDUCTORS SHALL BE COPPER ONLY. EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. ALL EXTERNAL BURIED CONDUCTORS MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
- CONTRACTOR TO PROVIDE GROUND WIRES, BARS AND CONNECTIONS AS SHOWN ON GROUNDING RISER DIAGRAM.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. EXCEPT AS OTHERWISE INDICATED, PROHIBIT BENDS OF GROUNDING LEADS TO BE A MINIMUM OF 12". #6 WIRE MAY BE BENT WITH 6" RADIUS BEND WHERE FIELD CONDITIONS PROHIBIT WIDER SWEEPS.
- GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELDED") TO ANTENNA MASTS, FENCE POSTS, AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION/MECHANICAL FITTINGS.

**ELECTRICAL NOTES**

- ALL ELECTRICAL WORK SHALL CONFORM TO THE 2017 NATIONAL ELECTRIC CODE.
- ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
- POWER WIRES AND CABLES SHALL BE COPPER WITH TYPE THHN, THWN, OR THHN INSULATION. SOLID CONDUCTORS FOR #10 AWG AND SMALLER, STRANDED FOR LARGER THAN #10 AWG. MINIMUM SIZE #12 AWG.
- POWER WIRES OUTSIDE CABINET AND CABLES SHALL BE INSTALLED IN CODE COMPLIANT RIGID CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
- CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.

**COAX NOTES**

- MINIMUM SEPARATION BETWEEN ANTENNAS IS 36" IF CONTRACTOR CAN NOT MAINTAIN MINIMUM DISTANCE CONTACT ENGINEER FOR SOLUTION / ALTERNATE DESIGN.
- COAX CABLE LENGTH SHOWN IS APPROXIMATE. CONTRACTOR IS REQUIRED TO MAKE ACTUAL FIELD MEASUREMENT PRIOR TO PURCHASE AND BE RESPONSIBLE FOR SAME.
- COAX CABLE SHALL BE RAISED / SUPPORTED WITH HOISTING GRIP AT APPROPRIATE POINTS PER MANUFACTURER REQUIREMENTS.
- CONTRACTOR WILL PROVIDE COAX CABLE, RF CONNECTORS AND RF GROUNDING KITS.
- CONTRACTOR SHALL SUPPORT COAX CABLE PER MANUFACTURER REQUIREMENTS. SUPPORT SHALL BE STAINLESS STEEL SNAP IN OR NON-COMPRESSING BUTTERFLY CLAMP. NO NYLON OR PLASTIC "ZIP-TIES" WILL BE ALLOWED. COAX MAY BE UNSUPPORTED INSIDE MONOPOLE INSTALLATIONS.
- NO COAX SHALL BE OUTSIDE THE POLE MORE THAN 28.2" (UNLESS OTHERWISE DIRECTED). TO GET FROM AN EXISTING PORTHOLE TO ANTENNA HEIGHT IF DISTANCE IS GREATER THAN 28.2" A NEW 6X8" PORTHOLE SHALL BE INSTALLED. PORTHOLE SHALL BE INSTALLED PER TOWER MANUFACTURER REQUIREMENTS. NO HOLES WILL BE CUT WITH A TORCH. ALL HOLES WILL BE CUT WITH DIAMOND WHEEL. NO NEW PORTHOLES SHALL BE INSTALLED UNLESS PRIOR WRITTEN APPROVAL IS GIVEN BY AT&T.

DESCRIPTION	QTY / MAKE / MODEL	H X W X D - WEIGHT
ANTENNA	(3) QUINTEL-OSR6512-3	72" X 12" X 9.6" - 105 LBS
QUADPLEXER	(12) COMMSCOPE - CBC9192125-DM T-DM	10.039" X 6.897" X 2.327" - 11.023 LBS

DESCRIPTION	QTY / MAKE / MODEL	H X W X D - WEIGHT
ANTENNA	(3) ERICSSON - AIR6449 N7D	30.4" X 15.9" X 6.1" - 81.6 LBS
DIPLEXER	(9) COMMSCOPE - CBC781-DS-43	6.378" X 6.929" X 4.754" - 11.464 LBS

DESCRIPTION	SIZE BREAKER	DC POWER CONSUMPTION
AIR6449 N7D	(1) 50 AMP	1280 W
RRUS 4449 B5B12	(2) 25 AMP OR (1) 40 AMP	1440 W TOTAL (WITH 2 DC FEEDS CAPABLE OF 730 W OR 1 DC FEED CAPABLE OF SUPPORTING 1440W)
RRUS 4415 B25	(1) 25 AMP	670 W
RRUS-32 B66A	(1) 30 AMP	880 W
RRUS-47B B14	(1) 25 AMP	650 W
RRUS-32 E80	(1) 20 AMP	800 W

**GENERAL NOTES**

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:  
 CONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)  
 OWNER - AT&T  
 OEM - ORIGINAL EQUIPMENT MANUFACTURER
- PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF OWNER.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE ONLY.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE OWNER.
- CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND T1 CABLES DRAWINGS.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- ALL WORK SHALL BE IN COMPLIANCE WITH CURRENT VERSION OF AT&T CONSTRUCTION SPECIFICATIONS INCLUDING UPDATES. IF CONTRACTOR DOES NOT HAVE A COPY OF SPECS, NOTIFY AT&T IMMEDIATELY.

ESTIMATED SITE AC LOAD		TOTAL ESTIMATED SITE AC LOAD		ESTIMATE 200A SERVICE SUFFICIENT		TOTAL PLANT LOAD	
REC'TER QUANTITY (A)	27	IN-SITE GENERATOR	3000 KVA	IN-SITE GENERATOR	3000 KVA	IN-SITE GENERATOR	3000 KVA
LOAD PER REC'TER (KVA)	215						
MAXIMUM TYPICAL LOAD (KVA)	5805						
DC PLANT LOAD CALCULATED WITH KIT (15) REC'TERS AT MAXIMUM OUTPUT	907						
REC'TER QUANTITY (A)	27	EST. LOAD	5805 KVA	EST. LOAD	5805 KVA	EST. LOAD	5805 KVA
LOAD PER REC'TER (KVA)	215						
MAXIMUM TYPICAL LOAD (KVA)	5805						
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MAXIMUM TYPICAL LOAD (KVA)	5805						
DC PLANT LOAD CALCULATED WITH KIT (15) REC'TERS AT MAXIMUM OUTPUT	907						
REC'TER QUANTITY (A)	27	EST. LOAD	5805 KVA	EST. LOAD	5805 KVA	EST. LOAD	5805 KVA
LOAD PER REC'TER (KVA)	215						
MAXIMUM TYPICAL LOAD (KVA)	5805						
DC PLANT LOAD CALCULATED WITH KIT (15) REC'TERS AT MAXIMUM OUTPUT	907						
REC'TER QUANTITY (A)	27	EST. LOAD	5805 KVA	EST. LOAD	5805 KVA	EST. LOAD	5805 KVA
LOAD PER REC'TER (KVA)	215						
MAXIMUM TYPICAL LOAD (KVA)	5805						
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MAXIMUM TYPICAL LOAD (KVA)	5805						
DC PLANT LOAD CALCULATED WITH KIT (15) REC'TERS AT MAXIMUM OUTPUT	907						

# MOUNT REINFORCEMENT DRAWINGS PREPARED FOR AT&T

**SITE NAME:** WINNETKA  
**SITE NUMBER:** IL0062  
**FA#:** 10005098

**SITE ADDRESS:**  
 725 TOWER ROAD,  
 WINNETKA, COOK COUNTY, IL 60093

**PROJECT CONTACTS:**

- PROJECT MANAGER  
 VINNIE LIBRERI  
 630-936-2911  
 VINCENZO.LIBRERI@MASTEC.COM
- DESIGN ENGINEER - MAIN RFI CONTACT  
 MARK GIRGIS  
 MARK.GIRGIS@MASTEC.COM
- FOR FABRICATION AND CONSTRUCTION  
 RELATED INQUIRIES: CONTACT MASTEC  
 DESIGN ENGINEER AND ENGINEER OF RECORD.

**TOWER INFORMATION**

**TOWER HEIGHT / TYPE:** 249 FT SMOKESTACK  
**MOUNT HEIGHT/TYPE:** 220 FT RAD (SECTOR FRAME)  
**TOWER LOCATION:** LAT: 42.1154°  
 LONG: -87.7309°  
**FAILING ANALYSIS FIRM NAME:** MASTEC NETWORK SOLUTIONS  
**PROJECT NUMBER:** 25096-MNT1  
**STRUCTURAL ANALYSIS DATE:** 08/02/2021  
**PASSING ANALYSIS FIRM NAME:** MASTEC NETWORK SOLUTIONS  
**PROJECT NUMBER:** 25096-MMD1

**CODE COMPLIANCE**

ANSI/TIA-222-H

	
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ID	08/23/21
ISSUE	FIRST ISSUE
NO.	DATE
DESCRIPTION	BY
REVISIONS	

**SITE NAME:** WINNETKA  
**SITE NUMBER:** IL0062  
**FA NUMBER:** 10005098  
**MNS ENG. NUMBER:** 25096 - MMD1  
**SITE ADDRESS:**  
 725 TOWER ROAD,  
 WINNETKA, IL 60093  
**DRAWN BY:** MSG  
**CHECKED BY:** TJG  
**APPROVED BY:** MLL  
**SCALE:** N.T.S.



**MICHAEL L. LASSITER, SE, PE**  
 4904 PROFESSIONAL CT 2ND FLR, RALEIGH, NC 27609  
 IL SE LICENSE NO. 081-006095  
 Expires 30 NOV 2022

**TITLE SHEET**  
 T-1  
 REV 0

**DRAWINGS INCLUDED**

SHEET NO.	DESCRIPTION	SHEET NO.	DESCRIPTION
T-1	TITLE SHEET		
N-1	MODIFICATION INSPECTION CHECKLIST		
N-2	GENERAL NOTES		
S-1	MODIFICATION SCHEDULE		
S-2	MOUNT PIPE RELOCATION DETAILS I		
S-3	MOUNT PIPE RELOCATION DETAILS II (TOP HORIZONTAL)		
S-4	MOUNT PIPE RELOCATION DETAILS III (BOTTOM HORIZONTAL)		
A-1	MANUFACTURER SPECIFICATIONS I		

QUALIFIED ENGINEERING SERVICES ARE AVAILABLE FROM MASTEC NETWORK SOLUTIONS TO ASSIST CONTRACTORS IN CLASS IV RIGGING PLAN REVIEWS. FOR REQUESTED QUALIFIED ENGINEERING SERVICES, PLEASE CONTACT RAPHAEL MOHAMED AT (919) 244-5207.

MI CHECKLIST	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY EOR)	REPORT ITEM
<b>PRE-CONSTRUCTION</b>	
X	MI CHECKLIST DRAWING
N/A	EOB APPROVAL
N/A	FABRICATOR INSPECTION
N/A	FABRICATOR CERTIFIED WELD INSPECTION
N/A	MATERIAL TEST REPORT (MTR)
N/A	FABRICATOR NDE INSPECTION
N/A	NDE REPORT OF BASE PLATE
X	PACKING SLIPS
ADDITIONAL TESTING AND INSPECTIONS:	
<b>CONSTRUCTION</b>	
X	CONSTRUCTION INSPECTIONS
N/A	CONTINUOUS FOUNDATION INSPECTIONS
N/A	CONCRETE COMP. STRENGTH AND SLUMP TESTS
N/A	GROUT COMP. STRENGTH (ASTM C109)
N/A	POST INSTALLED ANCHOR ROD VERIFICATION
N/A	BASE PLATE GROUT VERIFICATION
N/A	CONTRACTOR'S CERTIFIED WELD INSPECTION AND NDE REPORTS
N/A	EARTHWORK: LIFT AND DENSITY
X	ON SITE COLD GALVANIZING VERIFICATION
N/A	GUY WIRE TENSION REPORT
X	GC AS-BUILT DOCUMENTS
ADDITIONAL TESTING AND INSPECTIONS:	
<b>POST-CONSTRUCTION</b>	
X	MI INSPECTOR REDLINE OR RECORD DRAWING(S)
N/A	POST INSTALLED ANCHOR ROD PULL-OUT TESTING
X	PHOTOGRAPHS
ADDITIONAL TESTING AND INSPECTIONS:	

NOTE: X DENOTES A DOCUMENT NEEDED FOR THE PMI REPORT  
 N/A DENOTES A DOCUMENT THAT IS NOT REQUIRED FOR THE PMI REPORT

**MODIFICATION INSPECTION NOTES:**

**GENERAL:**

1. THE MODIFICATION INSPECTION (MI) IS A VISUAL INSPECTION OF THE TOWER MODIFICATIONS AND A REVIEW OF CONSTRUCTION INSPECTIONS AND OTHER RECORDS TO ENSURE THE INSTALLATION CONFORMS WITH THE MI AND THE MODIFICATION DRAWINGS, AS DESIGNED BY THE ENGINEER OF RECORD (EOR)
2. THE MITS TO CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A REVIEW OF THE MODIFICATION DESIGN ITSELF. NOR DOES THE MI INSPECTOR HAVE OWNERSHIP OF THE MODIFICATION DESIGN OR RECORDS. THE MI INSPECTOR'S RESPONSIBILITIES ARE TO ENHANCE SAFETY AND INTEGRITY RESIDES WITH THE EOR AT ALL TIMES.
3. TO ENSURE THAT THE REQUIREMENTS OF THE MI ARE MET IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE MI INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED. IT IS EXPECTED THAT CONTACT WILL BE MADE WITH THE MI INSPECTOR TO COORDINATE THE MI. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT YOUR POINT OF CONTACT (POC).

**MI INSPECTOR:**

1. THE MI INSPECTOR IS REQUIRED TO CONTACT THE GC AS SOON AS RECEIVING A PO FOR THE MI TO, AT A MINIMUM
  - REVIEW THE REQUIREMENTS OF THE MI CHECKLIST WORK WITH THE GC TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
2. THE MI IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTORS (GC) INSPECTION AND TEST REPORTS, REVIEWING THE DOCUMENTS FOR ADHERENCE TO THE CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE MI REPORT.

**GENERAL CONTRACTOR:**

1. THE GC IS REQUIRED TO CONTACT THE MI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURKEY PROJECT TO, AT A MINIMUM:
  - REVIEW THE REQUIREMENTS OF THE MI CHECKLIST.
  - WORK WITH THE MI INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE MI INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS.
  - BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS.
2. THE GC SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MI CHECKLIST.

**MI VERIFICATION INSPECTIONS:**

VERIFICATION INSPECTION MAY BE CONDUCTED BY AN INDEPENDENT FIRM AFTER A MODIFICATION PROJECT IS COMPLETED, AS MARKED BY THE OF AN ACCEPTED "PASSING MT" OR "PASS AS NOTED MT" REPORT FOR THE ORIGINAL PROJECT.

**REQUIRED PHOTOS:**

BETWEEN THE GC AND THE MI INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE MI REPORT:

- PRE-CONSTRUCTION GENERAL SITE CONDITION
- PHOTOGRAPHS DURING THE REINFORCEMENT MODIFICATION CONSTRUCTION/ERECTORS AND INSPECTION:
- RAW MATERIALS
- PHOTOS OF ALL CRITICAL DETAILS
- FOUNDATION MODIFICATIONS
- WELD PREPARATION
- BOLT INSTALLATION AND TORQUE
- FINAL INSTALLED CONDITION
- SURFACE COATING REPAIR
- POST CONSTRUCTION PHOTOGRAPHS
- FINAL IN FIELD CONDITIONS

PHOTOS OF ELEVATED MODIFICATION TAKEN FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.

**CORRECTION OF FAILING MI'S:**

IF THE MODIFICATION INSTALLATION WOULD FAIL THE MI ("FAILED MI"), THE GC SHALL WORK WITH THE TOWER OWNER TO COORDINATE A REMEDIATION PLAN IN ONE OF TWO WAYS:

- CORRECT FAILING ISSUES TO COMPLY WITH THE SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT DOCUMENTS AND COORDINATE A SUPPLEMENT MI.
- OR, THE GC MAY WORK WITH THE EOR TO RE-ANALYZE THE MODIFICATION/ENFORCEMENT USING THE AS-BUILT CONDITION.

**RECOMMENDATIONS:**

- THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF DELIVERING A MI REPORT:
- IT IS SUGGESTED THAT THE GC PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, PREFERABLY 10, TO THE MI INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR THE MI TO BE CONDUCTED.
  - THE GC AND MI INSPECTOR COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
  - WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE SIMULTANEOUSLY FOR ANY GUY WIRE TENSIONING OR RE-TENSIONING OPERATIONS.
  - IT MAY BE BENEFICIAL TO INSTALL ALL TOWER MODIFICATIONS PRIOR TO CONDUCTING THE FOUNDATION INSPECTIONS TO ALLOW FOUNDATION AND MI INSPECTIONS(S) TO COMMENCE WITH ONE SITE VISIT.
  - WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE DURING THE MI TO HAVE ANY DEFICIENCIES CORRECTED DURING THE INITIAL MI. THEREFORE, THE GC MAY CHOOSE TO COORDINATE THE FOUNDATION INSPECTIONS AND MI INSPECTIONS(S) AT THEIR DISCRETION WHEN THE MI INSPECTOR IS ON-SITE.

**CANCELLATION OR DELAYS IN SCHEDULED MI:**

IF THE GC AND MI INSPECTOR AGREE TO A DATE ON WHICH THE MI WILL BE CONDUCTED, AND EITHER PARTY CANCELS OR DELAYS, TOWER OWNER SHALL NOT BE RESPONSIBLE FOR ANY COSTS, FEES, LOSS OF DEPOSITS AND/OR OTHER PENALTIES RELATED TO THE CANCELLATION OR DELAY INCURRED BY EITHER PARTY FOR ANY TIME (E.G. TRAVEL AND LODGING, COSTS OF KEEPING EQUIPMENT ON-SITE, ETC.). TOWER OWNER SHALL BE RESPONSIBLE FOR ANY COSTS INCURRED BY THE MI INSPECTOR WHEN THE MI IS CANCELLED OR DELAYED BY THE GC. THE MI INSPECTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY COSTS CAUSED BY WEATHER OR OTHER CONDITIONS THAT MAY COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.

			
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SITE NAME: WINNETKA SITE NUMBER: IL0622 FA NUMBER: 10005098 MNS ENG. NUMBER: 25096 - MMD1 SITE ADDRESS: 725 TOWER ROAD, WINNETKA, IL 60093	DRAWN BY: MSG CHECKED BY: TUG APPROVED BY: MILL SCALE: N.T.S.		
MODIFICATION INSPECTION CHECKLIST <b>N-1</b> REV 0			
MICHAEL L. LASSITER, SE, PE 4904 PROFESSIONAL CT 2ND FLR, RALEIGH, NC 27609 IL SE LICENSE NO. 081-006095 Expires 30 NOV 2022			
I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.			
NO.   DATE   DESCRIPTION   BY	REVISIONS		
0	10/23/21	FIRST ISSUE	MSS

**GENERAL NOTES:**

1. ALL WORK PRESENTED IN THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
2. THE CONTRACTOR MUST HAVE A MINIMUM OF 5 YEARS OF EXPERIENCE IN TOWER ERECTION AND RETROFIT SIMILAR TO THAT DESCRIBED HEREIN.
3. ALL CONSTRUCTION IS TO BE COMPLETE IN ACCORDANCE WITH THE ANS/ASSE 10.48 AND ANS/ITIA-322 STANDARDS. THE CONTRACTOR MUST HAVE CONSIDERABLE WORKING KNOWLEDGE IN THESE STANDARDS TO ACCEPT THIS WORK. BY ACCEPTING THIS PROJECT, THE CONTRACTOR IS ATTESTING THAT HE HAS SUFFICIENT EXPERIENCE, ABILITY, AND KNOWLEDGE OF THE WORK TO BE PERFORMED AND IS PROPERLY LICENSED AND REGISTERED TO COMPLETE THIS WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE EOR. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR MAY PROCEED WITH THE PROJECT.
5. ANY WORK PERFORMED WITHOUT A PREFABRICATION MAPPING IS DONE AT THE RISK OF THE CONTRACTOR AND/OR FABRICATOR.
6. ALL MANUFACTURERS' INSTRUCTIONS FOR INSTALLATION MUST BE FOLLOWED EXACTLY, AS SPECIFIED, WHEN CONFLICTING WITH THESE DRAWINGS, THE MANUFACTURER SPECIFICATIONS SHALL GOVERN.
7. ALL MATERIALS AND EQUIPMENT USED IN THE INSTALLATION OF THESE TOWERS SHALL BE NEW UNLESS OTHERWISE SPECIFIED WITH THE CONTRACT DOCUMENTS. ALL SUBSTITUTIONS MUST BE GIVEN WRITTEN APPROVAL FROM THE EOR PRIOR TO INSTALLATION. ALL MATERIALS SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
8. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL INTENDED CONSTRUCTION ACTIVITY INCLUDING MATERIALS, ACCESS AND WORK SCHEDULE. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND WILL BE RESPONSIBLE FOR ABIDING BY ALL REQUIREMENTS AND CONDITIONS OF THE PERMITS. WHEN APPLICABLE, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTION PRIOR TO BEGINNING OF ANY CONSTRUCTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION MEANS AND METHODS INCLUDING BUT NOT LIMITED TO: ERECTION PLANS, MATERIALS, ACCESS AND WORK SCHEDULE. THE CONTRACTOR'S CONSTRUCTION OF THE PROPOSED WORK SHALL MEET ANS/ASSE 10.48, OSHA, AND GENERAL INDUSTRY STANDARDS. ALL RIGGING PLANS SHALL ADHERE TO ANS/ITIA-322 INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION.

10. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE STRUCTURE AND ITS COMPONENTS DURING ERECTION AND/OR FIELD ALTERATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE-DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AFTER THE COMPLETION OF THE PROJECT.
  11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
  12. THE CLIMBING FACILITIES, SAFETY CLIMB AND ALL PARTS THEREOF SHALL NOT BE IMPEDED, MODIFIED OR ALTERED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE EOR.
  13. INCORRECTLY FABRICATED, DAMAGED, MIS-FITTING, OR NON-CONFORMING MATERIALS AND CONDITIONS SHALL BE REPORTED TO THE EOR PRIOR TO ANY REMEDIAL OR CORRECTING ACTION. ALL ACTIONS SHALL REQUIRE EOR APPROVAL.
- STEEL:**
1. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST AISC CODE AND ASTM SPECIFICATIONS.
  2. HOLES SHALL NOT BE TOUGH CUT THROUGH STRUCTURAL STEEL FOR FABRICATION. ALL STEEL FABRICATION MUST FOLLOW AISC SPECIFICATIONS.
  3. HOT-DIP GALVANIZE ALL ITEMS AFTER FABRICATION IN COMPLIANCE WITH ASTM A-733 UNLESS OTHERWISE SPECIFIED. ALL NEW STEEL IS TO BE PAINTED TO MATCH THE EXISTING STEEL.
  4. NEW STEEL MEMBERS MUST HAVE SINGLE DRILLED HOLES. SLOTTED AND DOUBLY DRILLED HOLES ARE NOT ACCEPTABLE MEANS OF FABRICATION UNLESS OTHERWISE SPECIFIED.
  5. ALL CONNECTIONS NOT DETAILED IN THESE DRAWINGS MUST BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH THE LATEST AISC SPECIFICATIONS.
  6. ALL BOLTED CONNECTIONS MUST BE INSTALLED TO A SNUG-TIGHTENED CONDITION PER AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM 325 OR A490 BOLTS" SECTION 8.1 UNLESS OTHERWISE SPECIFIED.
  7. CONTRACTOR MAY BE REQUIRED TO STACK WASHERS FOR BOLTS WHERE THREADS ARE EXCLUDED FROM SHEAR PLANE TO OBTAIN SNUG TIGHT INSTALLATION. A NOT LOCKING DEVICE MUST BE USED ON ALL UNSTACKED BOLTS. GALVANIZED ASTM 325 OR A490 BOLTS SHALL NOT BE REUSED.

- COLD GALVANIZATION:**
1. ALL DAMAGED SURFACES SHALL BE REPAIRED WITH A GALVANIZING COMPOUND. THIS GALVANIZING COMPOUND SHALL CONTAIN A MINIMUM OF 96% PURE ZINC. THE FINISHED COATING SHALL BE A MINIMUM THICKNESS OF 4 MILS.
  2. CONTRACTOR TO USE ZINGA OR ZFC COLD GALVANIZATION COMPOUNDS OR APPROVED EQUIVALENTS.
  3. CLEAN AREAS TO BE PREPARED AND REMOVE SLAG FROM WELDS FOR TREATMENT ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
  4. IF THE TOWER IS PAINTED, ALL TREATED AREAS ARE TO BE BRUSH PAINTED TO MATCH THE TOWER AFTER COLD GALVANIZING COMPOUND IS ALLOWED TO CURE.
- U-BOLTS:**
1. ALL U-BOLTS ARE TO BE ASTM A36/A307, SAE 429 GR. 2 UNLESS OTHERWISE SPECIFIED.
  2. U-BOLTS SHALL MEET REQUIREMENTS OF ASME B18.31.5-2011 BENT BOLTS.
  3. U-BOLT ASSEMBLY SHALL COME COMPLETE WITH NUTS (ASTM A563), WASHERS (ASTM F436), AND LOCK WASHERS.
  4. FULL U-BOLT ASSEMBLY TO BE HOT-DIP GALVANIZED PER ASTM A153/A153M OR A123, AS APPLICABLE.

**MODIFICATION MATERIALS**

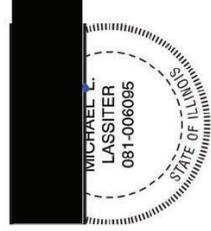
SCOPE	SHAPE	GRADE	YIELD STRENGTH (FY)	ULTIMATE STRENGTH (FU)
ALL	PIPE	A53 GR. B	35 KSI	60 KSI
ALL	ANGLE	A36	36 KSI	58 KSI
ALL	PLATE	A36	36 KSI	58 KSI
ALL	U-BOLT	SAE J429	57 KSI	74 KSI



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SITE NAME: WINNETKA  
 SITE NUMBER: L0662  
 FA NUMBER: 10005098  
 MNS ENG. NUMBER: 25096 - MMD1  
 SITE ADDRESS:  
 725 TOWER ROAD,  
 WINNETKA, IL 60093

DRAWN BY: MSG  
 CHECKED BY: TUG  
 APPROVED BY: MILL  
 SCALE: N.T.S



Expires 30 NOV 2022

NO.	DATE	DESCRIPTION	BY
1	08/23/21	FIRST ISSUE	MSS

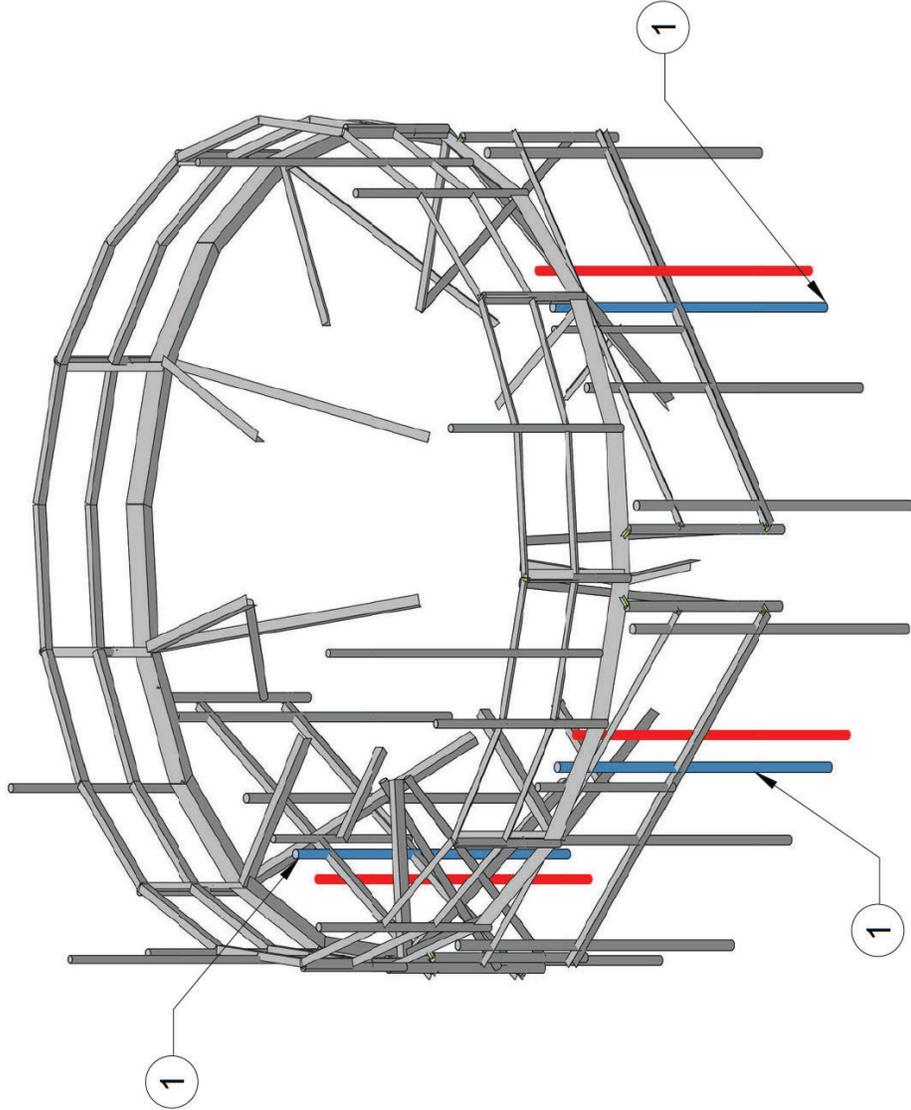
NOTES

N-2

REV 0

### MODIFICATION SCHEDULE

SCOPE NO.	MODIFICATION DESCRIPTION	BOTTOM ELEVATION	TOP ELEVATION	SHEET NO.
1	RELOCATION OF EXISTING MOUNT PIPES	-	220'-0" ±	S-2, S-3, S-4



**NOTES:**

1. APPURTENANCES MAY INTERFERE WITH PROPOSED MODIFICATIONS.
2. ALL MODIFICATIONS TO BE INSTALLED CONTINUOUSLY THROUGH EXISTING EQUIPMENT. ALL EXISTING EQUIPMENT MUST NOT BE DAMAGED OR TAKEN OFF AIR DURING INSTALLATION OF PROPOSED MODIFICATIONS.
3. ANTENNA AND COAX NOT SHOWN FOR CLARITY. SEE STRUCTURAL ANALYSIS REPORT FOR EXISTING ANTENNA LOADING AND COAX CONFIGURATION.
4. PRIOR TO FABRICATION AND INSTALLATION, CONTRACTOR SHALL FIELD VERIFY ALL LENGTHS AND QUANTITIES GIVEN. INFORMATION PROVIDED IS FOR QUOTING PURPOSES ONLY, AND SHALL NOT BE USED FOR FABRICATION.
5. EXISTING RRJ'S AND ANCILLARY EQUIPMENT MAY NEED TO BE TEMPORARILY RELOCATED AS NECESSARY TO COMPLETE THIS MODIFICATION. EQUIPMENT IS NOT TO BE TAKEN OFF AIR AT ANY TIME DURING INSTALLATION. PLEASE CONTACT EOR IF THIS CANNOT BE MET.
6. CONTACT EOR IF PROPOSED MOUNT REINFORCEMENT DIMENSIONS CANNOT BE MET.

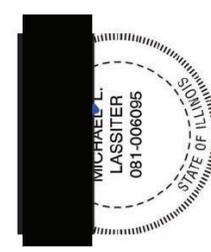


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SITE NAME: WINNETKA  
 SITE NUMBER: IL0622  
 FA NUMBER: 10005098  
 MNS ENG. NUMBER: 25096 - MMD1  
 SITE ADDRESS:  
 725 TOWER ROAD,  
 WINNETKA, IL 60093

DRAWN BY: MSG  
 CHECKED BY: TJJ  
 APPROVED BY: MLL  
 SCALE: N.T.S.

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REVISIONS			



Expires 30 NOV 2022

MICHAEL L. LASSITER, SE, PE  
 4904 PROFESSIONAL CT 2ND FLR, RALEIGH, NC 27609  
 IL SE LICENSE NO. 081-006095

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

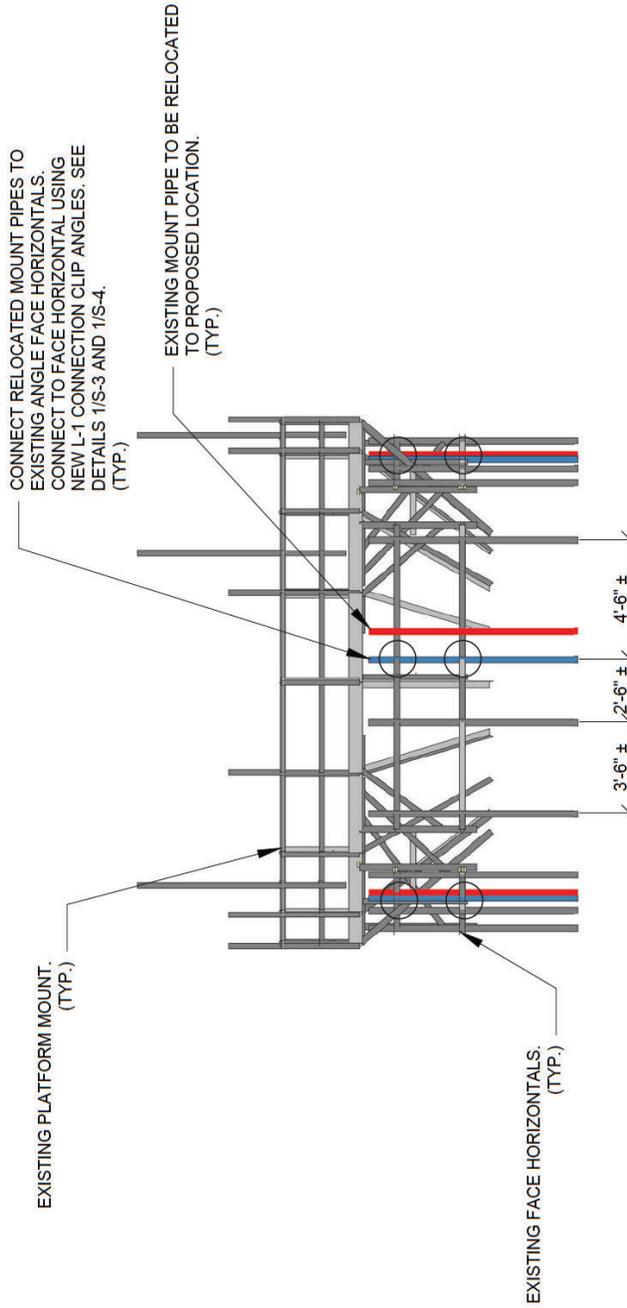
MODIFICATION SCHEDULE	
S-1	REV 0

### MOUNT PIPE RELOCATION MATERIAL LIST

PART NO.	QTY.	LENGTH	DESCRIPTION
UB1300	9	--	SITE PRO 1 1/2"Ø U-BOLTS (OR APPROVED EQUIVALENT)
--	18	--	A325N 1/2"Ø BOLTS W/ NUT AND LOCK WASHER
L-1	9	--	CLIP ANGLES

**NOTES:**

- TWO COATS OF COLD GALVANIZING COATING MUST BE APPLIED TO ALL CUT ENDS IN ACCORDANCE TO ASTM A180 PRIOR TO INSTALLATION.



1  
S-2  
EXISTING MOUNT PIPE RELOCATION INSTALLATION  
FRONT VIEW  
NTS

MODIFICATIONS TYPICAL FOR ALL SECTORS.

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NO.	DATE	DESCRIPTION	BY
0	08/23/21	FIRST ISSUE	MSG

SITE NAME: WINNETKA  
 SITE NUMBER: IL0662  
 FA NUMBER: 10005098  
 MNS ENG. NUMBER: 25096 - MMD01  
 SITE ADDRESS:  
 725 TOWER ROAD,  
 WINNETKA, IL 60093

DRAWN BY: MSG  
 CHECKED BY: TJG  
 APPROVED BY: MILL  
 SCALE: N.T.S.

MOUNT PIPE RELOCATION  
DETAILS 1

Expires 30 NOV 2022

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PROPOSED MOUNT PIPE  
TO BE CONNECTED TO  
NEW CONNECTION  
ANGLE L-1 USING NEW  
SITE PRO 1 UB1300  
U-BOLT (TYP.)

EXISTING FACE  
HORIZONTAL

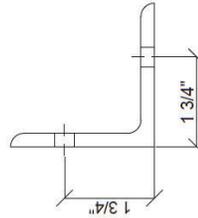
NEW CONNECTION ANGLE L-1 TO BE  
CONNECTED TO EXISTING FACE  
HORIZONTAL USING (2) 1/2" Ø A325 BOLTS.  
CONTRACTOR TO FIELD DRILL 9/16" Ø  
BOLT HOLE (TYP.)



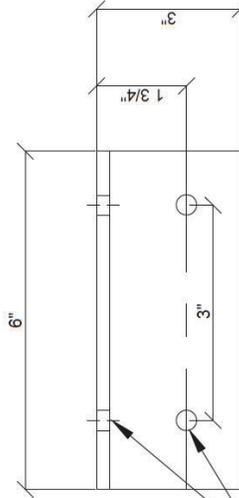
NEW SABRE  
C10901322  
MOUNT PIPE

1 MOUNT PIPE CONNECTION  
SIDE VIEW  
NTS

2 MOUNT PIPE CONNECTION  
FRONT VIEW  
NTS



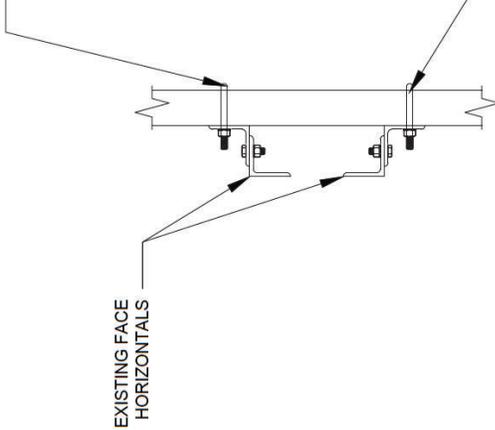
3 CONNECTION ANGLE L-1 (L3x3x1/4)



4 CONNECTION ANGLE  
PLAN VIEW  
NTS

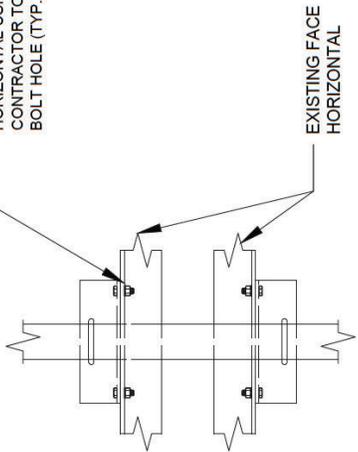
<p>897 AIRPORT BLVD., SUITE 111 MORRISVILLE, NC 27560</p> <p>THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY TO MASTEC NETWORK SOLUTIONS. REPRODUCTION OR CIRCULATION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.</p>		
NO.   DATE	DESCRIPTION	BY
0   08/23/21	FIRST ISSUE	MSS
<p>SITE NAME: WINNETKA SITE NUMBER: L10622 FA NUMBER: 10005098 MNS ENG. NUMBER: 25096 - MMD1 SITE ADDRESS: 725 TOWER ROAD, WINNETKA, IL 60093</p> <p>DRAWN BY: MSG CHECKED BY: TUG APPROVED BY: MILL</p> <p>SCALE: N.T.S.</p>		
<p>MICHAEL L. LASSITER, SE, PE 4904 PROFESSIONAL CT 2ND FLR, RALEIGH, NC 27609 IL SE LICENSE NO. 081-006095</p> <p>EXPIRES 30 NOV 2022</p> <p>I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT HAS BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION BY ME OR UNDER THE CLOSE PERSONAL SUPERVISION OF A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.</p>		
<p>MOUNT PIPE RELOCATION DETAILS 11 (TOP HORIZONTAL)</p>		
REV	0	
<p><b>S-3</b></p>		

PROPOSED MOUNT PIPE TO BE CONNECTED TO NEW CONNECTION ANGLE L-1 USING NEW SITE PRO 1 UB1300 U-BOLT (TYP.)



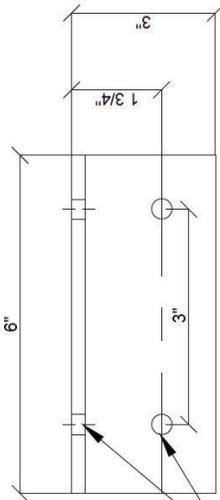
1 MOUNT PIPE CONNECTION SIDE VIEW NTS

NEW CONNECTION ANGLE L-1 TO BE CONNECTED TO EXISTING FACE HORIZONTAL USING (2) 1/2" Ø A325 BOLTS. CONTRACTOR TO FIELD DRILL 9/16" Ø BOLT HOLE (TYP.)

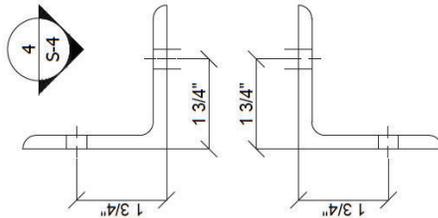


2 MOUNT PIPE CONNECTION FRONT VIEW NTS

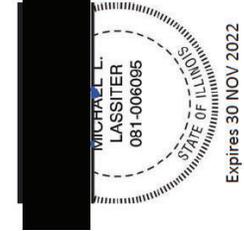
NEW SABRE C10901322 MOUNT PIPE



4 CONNECTION ANGLES PLAN VIEW NTS



3 CONNECTION ANGLE L-1 (L3x3x1/4)



MICHAEL L. LASSITER, SE, PE  
 4904 PROFESSIONAL CT 2ND FLR, RALEIGH, NC 27609  
 IL SE LICENSE NO. 081-006095  
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 SITE NUMBER: L0662  
 FA NUMBER: 10005098  
 MNS ENG. NUMBER: 25096 - MMD1  
 SITE ADDRESS:  
 725 TOWER ROAD,  
 WINNETKA, IL 60093  
 DRAWN BY: MSG  
 CHECKED BY: TUG  
 APPROVED BY: MLL  
 SCALE: N.T.S.

MOUNT PIPE RELOCATION  
 DETAILS III (BOTTOM  
 HORIZONTAL)

REV	0
S-4	

NO.	DATE	DESCRIPTION	BY
1	08/23/21	FIRST ISSUE	MSG



## Agenda Item Executive Summary

**Title:** Resolution No. R-57-2022: 2022 Sewer Relining Program (Adoption)

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

**Agenda Date:** 05/03/2022

**Consent:**  YES  NO

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

### Item History:

In 2022, the Village of Winnetka partnered with the municipalities of Mount Prospect (Lead Agency), Arlington Heights, Glenview, Northbrook, and Wheeling to obtain a contract for the trenchless relining of existing sanitary and storm sewers. Partnering allows combining projects from several municipalities to create economies of scale and obtain reduced pricing.

### Executive Summary:

On March 14, 2022, three contractors submitted sealed bids, with Insituform Technologies providing the lowest responsible bid. This is a single year contract with the option to extend for an additional year. The Partnering Initiative releases an RFB for Sewer lining annually, and then discusses a renewal option amongst the various participating municipalities upon completion of the initial work. If multiple municipalities agree to a renewal, the Contractor will be approached to discuss that renewal. This affords the municipalities the maximum amount of flexibility. The proposed relining locations are listed on the attached Project Location Summary Sheet. This year's relining program addresses sewers in need of lining identified in the 2018 Sanitary Sewer Evaluation completed by RJN.

Company	Bid Total (Winnetka Only)
Insituform	\$221,344.53
Hoerr Construction	\$224,340.00
Visu-Sewer	\$232,225.75

The Sanitary Sewer Fund includes \$200,000 for sanitary sewer lining, and \$400,000 for High and Medium Repairs from 2018 Study. This contract will be within that budget. Note that these budget line items are also being used to fund the Sanitary Manhole Rehabilitation project that was previously approved by council (Resolution No. R-42-2022) for \$188,120.60. Both projects have a total cost of \$409,465.13.

### Recommendation:

Consider adopting Resolution No. R-57-2022 awarding the contract for 2022 relining services to Insituform Technologies for an amount not to exceed \$221,344.53 for sanitary sewer relining.

### Attachments:

1. Resolution No. R-57-2022: Approving a Contract with Insituform Technologies USA, LLC for Sewer Relining Work
2. Bid Tabulation (Winnetka Quantities)
3. Location Map

# Attachment 1

RESOLUTION NO. R-57-2022

## A RESOLUTION APPROVING A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR SEWER RELINING 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**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the Village has appropriated funds for trenchless relining services for certain portions of Village’s existing sanitary and storm sewers (“*Work*”); and

**WHEREAS**, the Village, together with the Village of Mount Prospect (Lead Agency), the Village of Arlington Heights, the Village of Glenview, the Village of Northbrook, and the Village of Wheeling (collectively, the “*Municipalities*”) jointly requested bids for performance of the Work within each Municipalities’ respective corporate boundaries; and

**WHEREAS**, the Municipalities received five bids for the Work and opened the bids on March 14, 2022; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Insituform Technologies USA, LLC of Chesterfield, MO (“*Contractor*”) is the lowest responsive and responsible bidder for the Work; and

**WHEREAS**, the Village Council desires to enter into a one-year contract with Contractor for the performance of the Work within the Village’s corporate boundaries (“*Contract*”) in an amount not to exceed \$221,344.53, with an option to extend the Contract for one additional year (“*Renewal Option*”); and

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

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

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

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

May 3, 2022

R-57-2022

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final 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 AGREEMENT.** The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Option of the Contract if: (a) the Village Manager determines, in their discretion, that the Renewal Option is favorable to the Village; and (b) the Renewal Option is substantially similar to the Renewal Option in the Contract attached to this Resolution. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Option.

**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 3<sup>rd</sup> day of May, 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

### 2022 Sanitary Sewer Relining Program

Full Name of Bidder Insituform Technologies USA, LLC ("Bidder")  
Principal Office Address 580 Goddard Avenue, Chesterfield, MO 63005  
Local Office Address same as above  
Contact Person Jana Lause Telephone Number 636-530-8000

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

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

greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

#### 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 **SANITARY SEWER RELINING PROGRAM** at various locations (the "Work Site");
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 meeting the insurance requirements outlines in the bid documents, and as 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

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 for the **SANITARY SEWER RELINING PROGRAM**, attached hereto and by this reference made a part of this Contract. 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, the:

TOTAL WINNETKA BID PRICE (in numbers):

\$ 221,344.53

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; **[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; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. 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:

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder'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

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 and policies of insurance 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 **no later than October 30, 2022.**

### 4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

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. If this Contract is accepted, Bidder proposes and agrees that as part of Bidder's warranty obligations under this Contract, shall provide, perform, and complete all post-installation service, maintenance, and inspection Work as specified in the **SPECIFICATIONS PROPOSAL & CONTRACT DOCUMENTS FOR SANITARY SEWER RELINING PROGRAM**, and associated Work. 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. 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"). 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 will apply to this Contract. Bidder 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. 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. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

## 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: \_\_\_\_\_, 20\_\_.

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

Bidder's Name: \_\_\_\_\_

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

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

(corporate seal) Printed Name: \_\_\_\_\_  
(if corporation)

Title/Position: \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

NAME	TITLE	ADDRESS

## 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 \_\_\_\_\_ (“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, ILLINOIS

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

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

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

# Attachment 2

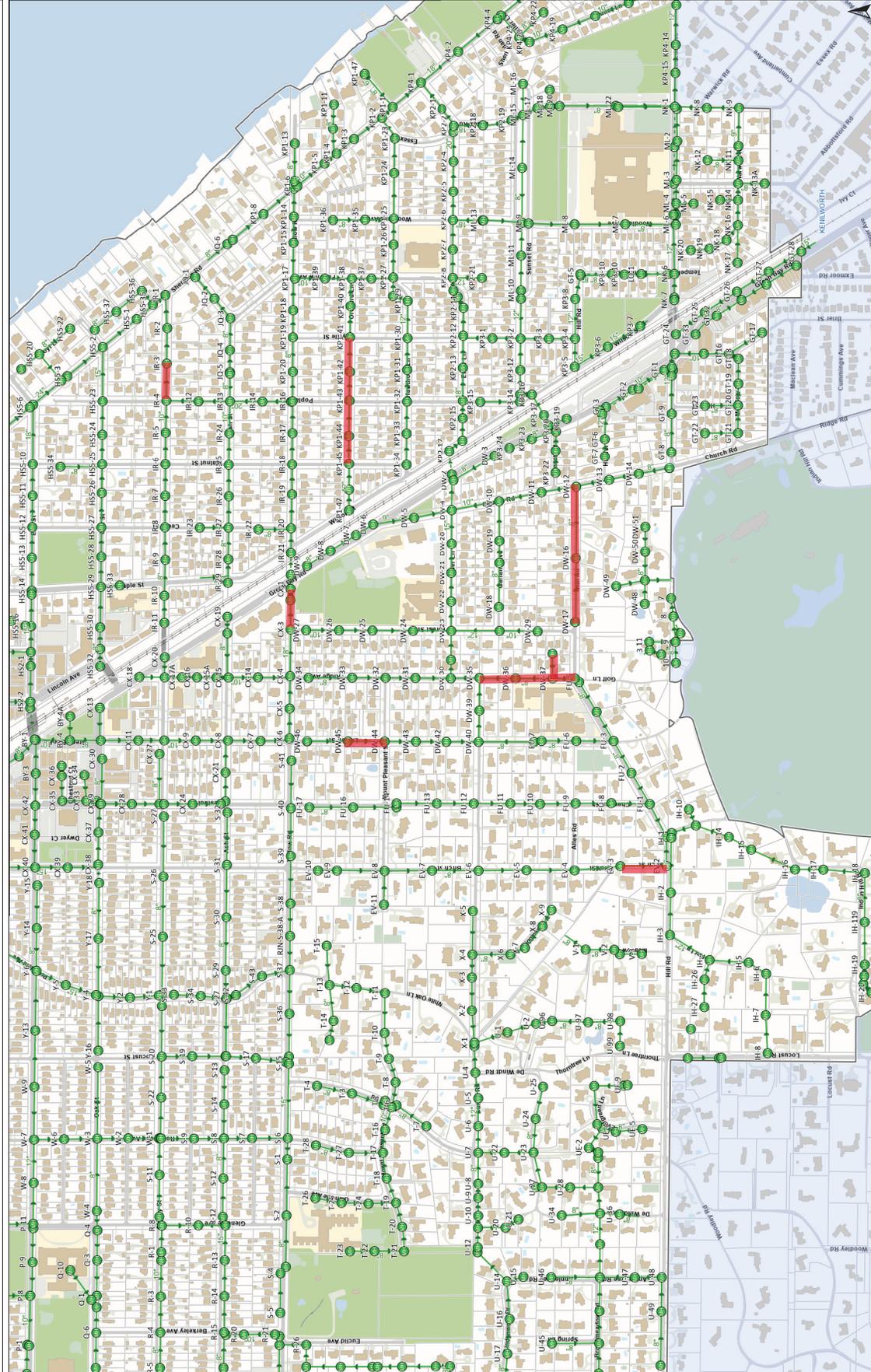
Items	Unit	Winnetka	Quantity Total	Hoerr Construction		Insituform		Visu-Sewer	
				\$ Total for LF	Total Amount	\$ Total for LF	Total Amount	\$ Total for LF	Total Amount
8" Cured in Place Pipe	LF	2,354	2,354	\$ 40.00	\$ 94,160.00	\$ 39.06	\$ 91,947.24	\$ 42.50	\$ 100,045.00
10" Cured in Place Pipe	LF	-	-	\$ 39.00	-	\$ 39.85	-	\$ 47.60	-
12" Cured in Place Pipe	LF	883	883	\$ 48.00	\$ 42,384.00	\$ 47.57	\$ 42,004.31	\$ 56.75	\$ 50,110.25
15" Cured in Place Pipe	LF	-	-	\$ 60.00	-	\$ 69.80	-	\$ 83.00	-
18" Cured in Place Pipe	LF	282	282	\$ 95.00	\$ 26,790.00	\$ 96.45	\$ 27,198.90	\$ 94.25	\$ 26,578.50
20" x 30" Brick	LF	258	258	\$ 187.00	\$ 48,246.00	\$ 186.48	\$ 48,111.84	\$ 174.00	\$ 44,892.00
21" Cured in Place Pipe	LF	-	-	\$ -	-	\$ -	-	\$ -	-
24" Cured in Place Pipe	LF	-	-	\$ 163.00	-	\$ 149.10	-	\$ 138.00	-
27" Cured in Place Pipe	LF	-	-	\$ 163.00	-	\$ 147.90	-	\$ 134.00	-
30" Cured in Place Pipe	LF	-	-	\$ 177.00	-	\$ 144.85	-	\$ 177.00	-
33" Cured in Place Pipe	LF	-	-	\$ 230.00	-	\$ 188.10	-	\$ 214.00	-
36" Cured in Place Pipe	LF	-	-	\$ 262.00	-	\$ 194.70	-	\$ 215.00	-
8" Easement	LF	-	-	\$ 43.00	-	\$ 39.85	-	\$ 44.50	-
Heavy Cleaning	LF	-	-	\$ 7.40	-	\$ 2.00	-	\$ 5.00	-
Reinstatement of Service-Sanitary Sewer	Each	72	72	\$ 100.00	\$ 7,200.00	\$ 105.54	\$ 7,598.88	\$ 75.00	\$ 5,400.00
Protruding Tap Removal	Each	-	-	\$ 400.00	-	\$ 251.50	-	\$ 500.00	-
8" End Seals	Each	16	16	\$ 140.00	\$ 2,240.00	\$ 118.37	\$ 1,893.92	\$ 130.00	\$ 2,080.00
10" End Seals	Each	-	-	\$ 165.00	-	\$ 123.62	-	\$ 160.00	-
12" End Seals	Each	8	8	\$ 185.00	\$ 1,480.00	\$ 148.53	\$ 1,188.24	\$ 180.00	\$ 1,440.00
15" End Seals	Each	-	-	\$ 210.00	-	\$ 154.50	-	\$ 205.00	-
18" End Seals	Each	4	4	\$ 240.00	\$ 960.00	\$ 181.40	\$ 725.60	\$ 225.00	\$ 900.00
20" End Seals	Each	-	-	\$ -	-	\$ -	-	\$ -	-
21" End Seals	Each	-	-	\$ -	-	\$ -	-	\$ -	-
24" End Seals	Each	-	-	\$ -	-	\$ -	-	\$ -	-
27" End Seals	Each	-	-	\$ -	-	\$ -	-	\$ -	-
30" End Seals	Each	-	-	\$ -	-	\$ -	-	\$ -	-
33" End Seals	Each	-	-	\$ -	-	\$ -	-	\$ -	-
36" End Seals	Each	-	-	\$ -	-	\$ -	-	\$ -	-
20" x 30" End Seals	Each	2	2	\$ 440.00	\$ 880.00	\$ 337.80	\$ 675.60	\$ 390.00	\$ 780.00
<b>Grand Totals</b>			<b>3,879</b>	<b>\$</b>	<b>\$ 224,340.00</b>	<b>\$</b>	<b>\$ 221,344.53</b>	<b>\$</b>	<b>\$ 232,225.75</b>



- Legend**
- Sanitary Utilities
  - Sanitary Mainhole
  - Sanitary Main
  - Abandoned
  - Active

**Attachment 3**

**GIS Consortium 2022 Sewer Lining**



**Notes**

Print Date: 2/8/2022  
 Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



## Agenda Item Executive Summary

**Title:** Resolution No. R-58-2022: Purchase of Software Licenses from Liftoff LLC (Adoption)

**Presenter:** Tim Sloth, Finance Director

**Agenda Date:** 05/03/2022

**Consent:**  YES  NO

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

### Item History:

In 2020 the Village implemented Microsoft Office 365, a subscription service that provides users with Microsoft productivity applications including Outlook (email), Word, Excel, PowerPoint, Teams and more. These applications are now hosted in the Microsoft cloud, providing for enhanced cyber-security.

### Executive Summary:

The Village has secured a quote from LiftOff to provide 183 G/1 and G/3 licenses for Office 365 for a 12-month lease, including Advanced Threat Protection (enhanced cyber security) in the amount of \$43,518.00. The Village budgeted \$60,000 in the Information Technology budget, account 630.85.01-557, for Office 365 software licenses.

Prescient Solutions, the Village's contracted IT consultant, has recommended to continue using LiftOff to provide these licenses. According to Prescient Solutions, LiftOff focuses specifically on Microsoft licensing for Office 365. Competitive bidding on this item is unnecessary because Microsoft dictates the pricing of these licenses regardless of vendor chosen.

Resolution No. R-58-2022 authorizes the Village President and Village Clerk to waive formal bidding and execute an agreement between the Village and LiftOff, for a 12-month lease of Office 365 licenses for an amount not to exceed \$43,518.00.

### Recommendation:

Consider adoption of Resolution No. R-58-2022, which approves waiving of formal bidding and executes an agreement with LiftOff to provide Office 365 for a 12-month lease for an amount not to exceed \$43,518.00.

### Attachments:

1. Resolution No. R-58-2022: Waiving Formal Bidding and Approving an Agreement with LiftOff for Office 365

# ATTACHMENT 1

## RESOLUTION NO. R-58-2022

### **A RESOLUTION WAIVING BIDDING AND APPROVING A PURCHASE OF SOFTWARE LICENSES FROM LIFTOFF LLC**

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

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

**WHEREAS**, the Village currently operates Microsoft Office 365 and other ancillary software pursuant to software licenses that will be expiring; and

**WHEREAS**, the Village has determined that in order continue to efficiently operate, the Village needs to purchase Microsoft 365 and ancillary software licenses (collectively, “*Software Licenses*”) for the next twelve months; and

**WHEREAS**, there is little deviation on the cost for Software Licenses from various vendors because the price for the Software Licenses is largely determined by Microsoft; and

**WHEREAS**, the Village received a proposal from Liftoff Software (“*Contractor*”) of Crofton, Maryland to provide the Software Licenses for an amount not to exceed \$43,518.00; and

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

**WHEREAS**, the Village desires to enter into a purchase order with Contractor to provide the Software Licenses (“*Purchase Order*”) in an amount not to exceed \$43,518.00; and

**WHEREAS**, pursuant to Section 4.12.010.C of the Village Code, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and enter into the Purchase Order with Contractor;

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

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

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

**May 3, 2022**

**R-58-2022**

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

**SECTION 5: EFFECTIVE DATE.** This Resolution 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 3rd day of May, 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**EXHIBIT A**

**Quote**

{00120498.1}



## QUOTE

as of 3/31/2022

### Bill to:

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

### Ship to:

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

### Reseller (Remit To):

LiftOff LLC  
Attn: Ron Braatz  
1667 Patrice Circle  
Crofton, MD 21114

### Terms:

Due on Receipt

### Payment Options:

ACH Payment (preferred) or check

### Quote Description

G SKU Item Name	Part Number	Term in Months	Price/User/Month	Licenses	Cost/Year
Office 365 Plan G3	AAA-11894	12	20.00	146	\$35,040.00
Office 365 Plan G1	U4S-00001	12	8.00	37	\$3,552.00
Defender for O365 P1	3GU-00001	12	2.00	183	\$4,392.00
Audio Conferencing	LK3-00001	12	4.00	9	\$432.00
Azure AD Prem P2	MQN-00001	12	8.50	1	\$102.00
LiftOff Licensing Benefits	-	-	-	-	INCLUDED

**Total: \$43,518.00**

\*LIFTOFF LICENSING BENEFITS: As a valued licensing customer, LiftOff offers you a range of free, ongoing services to your organization. This includes: Access to our library of Office 365 Admin best practice documents, our library of end-user training videos, AD Connect support including re-installations and troubleshooting, invitations to our Office 365 Security webinars and access to the recordings, limited free consultations on implementation processes like the "Office Deployment Tool", annual Office 365 health check-ups and security check-ups, and support for compliance/retention features including ongoing training to staff that need to conduct compliance retention searches.

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**Pricing Information:**

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to [365licensing@liftoffonline.com](mailto:365licensing@liftoffonline.com). Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.

## Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Village of Winnetka, IL** (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

### *1. General.*

**Right to use.** You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

**Acceptable use.** You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

**Compliance.** You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

**Customer Data.** Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States, If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

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**Changes.** Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

**Use rights.** Use rights specific to Office 365 are posted online at the link to the AUP.

## ***2. Confidentiality and Security.***

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

## ***3. Term, Termination, and Suspension.***

**Term and termination.** This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

**Customer Data.** You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

**Regulatory.** If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

**Suspension.** We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

## ***4. Limited warranty; disclaimer.***

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

## ***5. Duty to protect.***

**Defense.** We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

**Remedies.** If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially

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reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

**Other obligations.** To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

**Limits.** The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

## ***6. Limited liability.***

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

## ***7. Agreement mechanics.***

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

## ***8. Definitions.***

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

“Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

“Portal” means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

“SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.



## Agenda Item Executive Summary

**Title:** Resolution No. R-60-2022: Waiving Bidding Requirements for the Purchase of Bulk Rock Salt and Approving a Purchase Order With Morton Salt, Inc. (Adoption)

**Presenter:** Erik Jensen, Assistant Director of Public Works

**Agenda Date:** 05/03/2022

**Consent:**  YES  NO

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

### Item History:

FY2023 Budget Item for snow and ice operations.

### Executive Summary:

In March, the Village joined 63 other local governmental units to jointly bid the cost of bulk rock salt for 2022-23 winter season. The Lake County Division of Transportation was the lead agency that prepared and negotiated the pricing on behalf of the group. Each participating agency prepared its anticipated quantities for the season and created one uniform set of specifications for bidding, order and delivery.

On Tuesday, April 12, a total of three bids were received by Lake County. The low bid for the Village of Winnetka was from Morton Salt, Inc. for a proposed price of \$79.54 per ton. This represents an 11.5% increase from last year's price of \$71.34 per ton. This pricing is available through November 30, 2023 with the option to renew for one additional year based on the vendor's performance.

The Village will typically use between 1,400 to 1,600 tons of bulk rock salt during an average winter season. Due to last winter being milder than normal, the Village anticipates entering this winter season with approximately 750 tons of rock salt on hand. Staff estimates that a purchase of 1,155 tons (80% of a typical season) will sufficiently supply the 2022-2023 winter season. 1,155 tons of rock salt would cost \$91,869 at this year's unit pricing.

Under the terms of the joint purchasing contract, the Village is obligated to purchase a minimum of 80% of the estimated amount but may, at its discretion, procure up to 120% of the estimated amount at the bid price (\$137,446 total). Morton Salt Inc. has provided bulk rock salt to the Village in the past, and staff believes that the vendor will continue to meet the Village's needs. Staff will manage salt orders to abide within the proposed budgeted amount.

The annual winter season spans two budgetary cycles. However, by agreeing to this purchasing agreement, the Village will be committing to purchasing the minimum amount of salt products (\$91,869) in FY 2023. Staff will include \$91,870 (rounded figure) in the FY 2023 proposed budget for this purchase.

### Recommendation:

Consider adopting Resolution No. R-60-2022 waiving the bidding requirements for the purchase of bulk rock salt and approving a purchase order for the purchase of rock salt from Morton Salt, Inc. and authorize the Village Manager to execute the renewal option.

### Attachments:

1. Resolution No. R-60-2022: Waiving the Bidding Requirements for the Purchase of Bulk Rock Salt and Approving A Purchase Order With Morton Salt, Inc.
2. Exhibit A: Lake County - 2023 Patrol 1 Maintenance Salt Bid Tabulation

# ATTACHMENT 1

## RESOLUTION NO. R-60-2022

### **A RESOLUTION WAIVING THE BIDDING REQUIREMENTS FOR THE PURCHASE OF BULK ROCK SALT AND APPROVING A PURCHASE ORDER WITH MORTON SALT, INC.**

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

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

**WHEREAS**, the Village has appropriated funds for the procurement of bulk rock salt (“*Product*”); and

**WHEREAS**, the Village participated in a joint request for proposals prepared by the Lake County Department of Transportation with other local government units (“*Lake County Group*”), which group jointly requested bids for the purchase of the Product; and

**WHEREAS**, the Lake County Group received three bids for the purchase and sale of the Product and opened the bids on April 12, 2022; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council determined that Morton Salt, Inc. (“*Vendor*”), was the lowest responsible bidder for the purchase of the Product and the Village has been satisfied with the Product provided by the Vendor under prior contracts; and

**WHEREAS**, the Village Council desires to issue a purchase order to Vendor to purchase the Product at the unit price of \$79.54 per ton and in a total amount not to exceed \$91,870 (“*Purchase Order*”); and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to (i) waive the bidding requirement pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village’s Purchasing Manual; and (ii) enter into the Order 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 Sections 4.12.010.A and 4.12.010.C of the Village Code, Section IV.3.D of the Village’s Purchasing

May 3, 2022

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

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

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

**SECTION 5: AUTHORIZATION TO EXERCISE OPTION TO EXTEND CONTRACT AND EXECUTE NEW PURCHASE ORDER.** The Village Council hereby authorizes the Village Manager to exercise, on behalf of the Village, the Renewal Options of the Lake County Group’s Contract and issue a second Purchase Order for 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 are substantially similar to the Renewal Options included within with the Lake County Group’s Contract. This Resolution is not to be deemed or interpreted as obligating the Village Manager to execute any Renewal Options.

**SECTION 6: 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 3rd day of May, 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

**May 3, 2022**

**R-60-2022**

**ATTACHMENT 2**



**Project: 2023 PATROL 1 - ROCK SALT**  
**Description: FURNISH AND DELIVER ROCK SALT**

**Section: 23-0000-05-GM**  
**CPMS Pin: B-01568**  
**Let Date: 4/12/2022**

**Summary of Bids Received**

Bidder	Address	City, State, Zip	Bond/Check
Cargill, Inc. - Salt, Road Safety	24950 Country Club Blvd, Suite 450	North Olmsted, OH 44070	Bid Bond
Compass Minerals America, Inc.	9900 W. 109th Street, Suite 100	Overland Park, KS 66210	Bid Bond
Morton Salt, Inc.	444 W. Lake Street, Suite 3000	Chicago, IL 60606	Bid Bond

THE LOW BIDS FOR EACH AGENCY, (80%-120%, 120% - 150% & EARLY DELIVERY) ARE HIGHLIGHTED

Early Delivery unit price is for delivery between July 15, 2022 and November 1, 2022; 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2022.

UNIT OF GOVERNMENT	U OF M	QUANTITY	Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc
Lake County					
1	Lake County Division of Transportation	TONS	80% - 120% UNIT PRICE	\$96.730	\$86.460
			120% - 150% UNIT PRICE	\$101.730	\$96.460
			EARLY DELIVERY UNIT PRICE	\$96.730	\$86.460
2	Lake County Forest Preserve District	TONS	80% - 120% UNIT PRICE	\$97.930	\$85.000
			120% - 150% UNIT PRICE	\$102.930	\$95.000
			EARLY DELIVERY UNIT PRICE	\$97.930	\$85.000
Lake County Townships					
3	Antioch Township	TONS	80% - 120% UNIT PRICE	\$101.060	\$84.850
			120% - 150% UNIT PRICE	\$106.060	\$94.850
			EARLY DELIVERY UNIT PRICE	\$101.060	\$84.850
4	Avon Township	TONS	80% - 120% UNIT PRICE	\$99.260	\$86.460
			120% - 150% UNIT PRICE	\$104.260	\$96.460
			EARLY DELIVERY UNIT PRICE	\$99.260	\$86.460

UNIT OF GOVERNMENT	U OF M	QUANTITY	Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc
Cook County Communities					
45	City of Des Plaines	TONS	2000.0		
			80% - 120% UNIT PRICE	\$91.210	\$89.590
			120% - 150% UNIT PRICE	\$96.210	\$99.590
			EARLY DELIVERY UNIT PRICE	\$91.210	\$89.590
46	Village of Glencoe	TONS	1200.0		
			80% - 120% UNIT PRICE	\$90.620	\$88.570
			120% - 150% UNIT PRICE	\$95.620	\$98.570
			EARLY DELIVERY UNIT PRICE	\$90.620	\$88.570
47	Village of Glenview	TONS	2500.0		
			80% - 120% UNIT PRICE	\$89.890	\$89.590
			120% - 150% UNIT PRICE	\$94.890	\$99.590
			EARLY DELIVERY UNIT PRICE	\$89.890	\$89.590
48	Village of Kenilworth	TONS	250.0		
			80% - 120% UNIT PRICE	\$88.240	\$89.590
			120% - 150% UNIT PRICE	\$93.240	\$99.590
			EARLY DELIVERY UNIT PRICE	\$88.240	\$89.590
49	Village of Wilmette	TONS	850.0		
			80% - 120% UNIT PRICE	\$87.970	\$89.590
			120% - 150% UNIT PRICE	\$92.970	\$94.590
			EARLY DELIVERY UNIT PRICE	\$87.970	\$89.590
50	Village of Winnetka	TONS	1440.0		
			80% - 120% UNIT PRICE	\$89.970	\$89.590
			120% - 150% UNIT PRICE	\$94.970	\$99.590
			EARLY DELIVERY UNIT PRICE	\$89.970	\$89.590



## Agenda Item Executive Summary

**Title:** Resolution No. R-61-2022: Awarding a Contract to G&L Contractors for Dredging Services (Adoption)

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

**Agenda Date:** 05/03/22

**Consent:**  YES  NO

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

### Item History:

2022 Electric Fund Budget contains \$200,000 for dredging of the intake and cooling ponds at the Electric Plant.

### Executive Summary:

The Water & Electric Department requested bids (Bid #22-015) for the dredging of the intake pond at the Electric Plant. This work is being performed to remove material (sand) that has been carried in from the lake. The work scope includes mechanical dredging of approximately 1,800 cubic yards of sand from the pond and disposal of the removed material.

Over time, sand tends to accumulate on the east end of the two ponds from wind and wave action along the shoreline. At this time, staff is addressing the accumulated material in the intake pond. The sand is impeding the flow of water to the pump house. The contractor will be responsible for removing the sand from the ponds, de-watering it on the pier, and transporting it offsite. Approximately 60 cubic yards will be transported to the Public Works Yards for backfill material. The remainder of the material will be disposed of by the contractor. In order to insure no disruption to the generation requirements in place during the summer months, the work is to be performed by mid-June or delayed until October 1st.

The bid was established with unit prices for mobilization, excavation and trucking (Exhibit 1). A summary of the bid results is as follows:

- G&L Contractors: \$97,160
- Lenny Hoffman Excavating: \$138,419

G&L Contractors has previously performed trucking work for the Village. The contractor is providing the delivery of backfill material and provides trucking services for the disposal of spoils, concrete and asphalt. G&L also provided references for excavating projects.

**Executive Summary (continued):**

Additional dredging work is planned for the other structure, cooling pond, in the fall after structural assessment of the pier is completed as part of the pier repair project.

Resolution No. R-61-2022, prepared by the Village Attorney, authorizes the Village President and Village Clerk to execute and attest an agreement with G&L Contractors for dredging work.

**Recommendation:**

Consider adoption of Resolution No. R-61-2022, awarding a contract to G&L Contractors for dredging services in an amount not to exceed \$97,160.

**Attachments:**

1. Resolution No. R-61-2022: Awarding a Contract to G&L Contractors for Dredging Services
2. Attachment 2: Bid Tabulation

# ATTACHMENT 1

## RESOLUTION NO. R-61-2022

### **A RESOLUTION AWARDING A CONTRACT TO G&L CONTRACTORS FOR DREDGING 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 dredging of the intake pond located within the Village’s Electric Plant property (“*Pond*”), including the removal of accumulated sand and similar material in the Pond, de-watering of the removed material, and transporting of the removed material offsite (collectively, “*Services*”); and

**WHEREAS**, the Village issued Bid #022-015 for the provision of the Services; and

**WHEREAS**, the Village received two bids to provide the Services and opened the bids on April 26, 2022; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that G&L Contractors (“*Contractor*”) is the lowest responsive and responsible bidder to provide the Services; and

**WHEREAS**, the Village Council desires to enter into a contract with Contractor for provision of the Services in an amount not to exceed \$97,160.00 (“*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.

May 3, 2022

R-61-2022

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

**ADOPTED** this 3rd day of May 2022, pursuant to the following roll call vote:

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

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

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

Signed

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

Countersigned:

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

**EXHIBIT A**  
**CONTRACT**

**VILLAGE OF WINNETKA  
CONTRACT FOR THE  
DREDGING ELECTRIC PLANT INTAKE POND**

Contract Number: [ *RFB #022-015* ]

**CONTRACT**

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**Contractor’s Certification**

**Attachment A:** Supplemental Schedule of Contract Terms

**Attachment B:** Specifications

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

## 1.2 Commencement and Completion Dates

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

## 1.3 Required Submittals

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

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

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

## CONTRACT

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

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

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

### **1.6 Technical Ability to Perform**

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

### **1.7 Financial Ability to Perform**

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

### **1.8 Time**

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

**1.12 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

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

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

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

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

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

**3.2 Warranty of Work**

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

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

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

**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.

**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

**6.3 Owner's Remedies**

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

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

**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

**7.10 Changes in Laws**

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

**7.11 Compliance with Laws**

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

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

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

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

***[name of contractor]***

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

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

VILLAGE OF WINNETKA  
CONTRACT FOR THE  
DREDGING ELECTRIC PLANT INTAKE POND

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

The Work under this Contract shall consist of Electric Plant Intake Pond Dredging at 725 Tower Road, Winnetka, IL 60093. Dredging must be performed by mechanical means; hydraulic dredging will not be allowed. The work shall consist of dredging the intake pond to a depth of approximately 5-6 feet, except as shown on the drawings. All material from the intake ponds shall be placed on the parking lot on the northwest side of the intake pond for dewatering and removal by the Contractor. Approximately 60 cubic yards of the dredged material will be delivered to the Village Yards (1390 Willow Road). The remainder may be utilized by the contractor in any legal manner. No water or any other material from the dredging activities will be allowed to enter any area other than the parking lot or the pond. The quantities in the drawings are estimates. The areas and sections of the dredging are shown in the included drawings. The work shall be performed based on a unit price basis.

2. **Work Site:**

The Village of Winnetka Electric Plant, 725 Tower Road, Winnetka, IL 60093.

3. **Commencement Date:**

30 days after execution of the Contract by Owner.

4. **Completion Date:**

The work shall be scheduled and performed no later than June 17, 2022. The preferred completion date is May to avoid additional pedestrian and vehicle traffic at the adjacent public beach.

5. **Insurance Coverage:**

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

8. Contract Price:

SCHEDULE OF PRICES

A. Unit Price Contract

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:

PAY ITEM	Unit Price (\$)	Estimated Quantity	Extended Price (\$)
Mobilization at site		1	
Site clean-up and demobilization		1	
Daily rate for excavator w/operator (8 hour workday)		60 hours	
Trucking & disposal of material taken off site		30 truck loads	
Trucking & disposal of sand taken to 1390 Willow Road, Winnetka		6 trucks loads	
		<b>Total Cost:</b>	

(Contractor to provide estimated cubic feet per truck load: \_\_\_\_\_)

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

**VILLAGE OF WINNETKA  
CONTRACT FOR THE DREDGING ELECTRIC PLANT INTAKE  
POND**

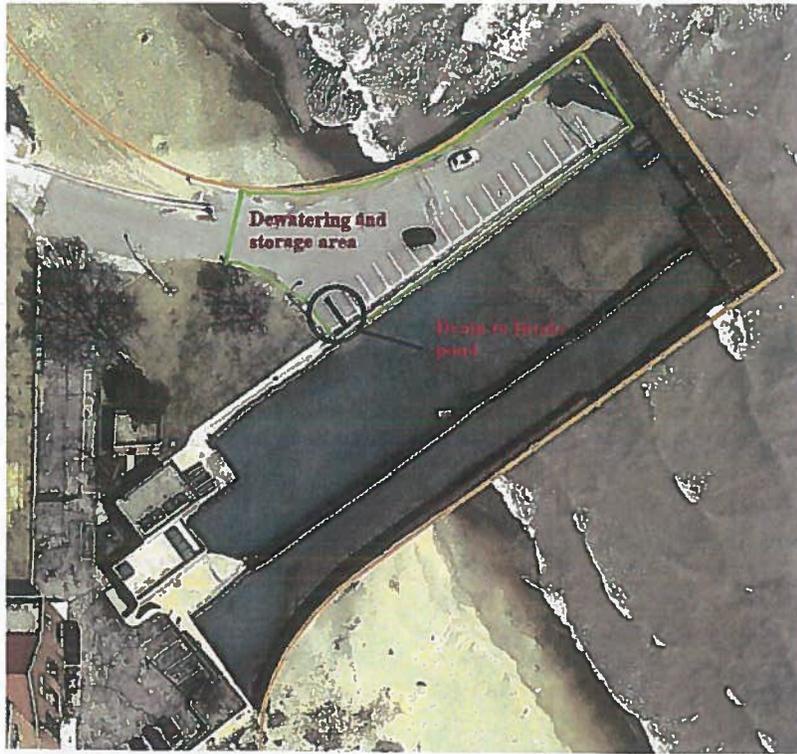
**ATTACHMENT B**

**SPECIFICATIONS**

The Work under this Contract shall consist of Electric Plant Intake Pond Dredging at 725 Tower Road, Winnetka, IL 60093. Dredging must be performed by mechanical means; hydraulic dredging will not be allowed. The work shall consist of dredging the intake pond to a depth of approximately 5-6 feet, except as shown on the photographs and drawings. All material from the intake pond shall be placed on the parking lot on the northwest side of the intake pond for dewatering and removal by the Contractor. The total estimated dredging quantity is 1,800 cubic yards. Approximately 60 cubic yards of the dredged material will be delivered to the Village Yards (1390 Willow Road). The remainder will be properly disposed of and/or may be utilized by the contractor in any legal manner. No water or any other material from the dredging activities will be allowed to enter any area other than the parking lot or the pond. The areas and section of the dredging are shown in the included photographs. The work shall be performed based on unit prices for various work activities. The Village reserves the right to adjust the amount of excavation based on site conditions and budgetary considerations.

**Additional Requirements:**

- Work will be performed during weekdays, Monday – Friday, during the hours of 7:00 a.m. – 5:00 p.m.
- Contractor personnel will not be allowed on site until 7:00 a.m. and must be offsite promptly at 5:00 p.m.
- Contractor will be responsible to remedy (i.e., clean-up) any sand and/or debris that falls from truck(s) on the driveway entrance to the facility and/or public roads. In the event that Contractor fails to promptly address clean-up of debris on the road and/or driveway, the Village will be permitted to remedy the issue and charge the Contractor for any incurred cost. Any on-going clean up activity is considered incidental.
- At the completion of the project, the Contractor will clean pier area used to de-water dredged material.
- Contractor will ensure that any water from dredged material is routed back to intake pond. Contractor will need to temporary block storm drains on north side of pier.



Dewatering And Storage Area – Adjacent To Intake Pond



30" Pipe Crosses Area of Excavation

VILLAGE OF WINNETKA  
REQUEST FOR BIDS  
DREDGING ELECTRIC PLANT INTAKE POND

BID PACKAGE

BIDDER'S PROPOSAL

Full Name of Bidder G & L Contractors, Inc ("Bidder")

Principal Office Address 7401 N St. Louis Ave Skokie, IL 60076

Local Office Address 7401 N. St. Louis Ave Skokie, IL 60076

Contact Person Michael Gora Telephone 847-679-7980

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

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, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package 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 for maintenance of the Village's raw water intake. (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a



# VILLAGE OF WINNETKA

*Incorporated in 1869*

APRIL 22<sup>ND</sup>, 2022

**ADDENDUM NO. 1  
REQUEST FOR BIDS  
DREDGING ELECTRIC PLANT INTAKE POND  
RFB #022-015  
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified on the following pages.

1. In the bid document under Schedule of Prices it lists a total of 36 truckloads to be hauled off. This is measured out to be 360 yards per document estimate. The project calls for 1800 yards to be removed. Can you please clarify what is happening to the remaining yardage?

**Schedule of prices contained an error in estimated quantity. Revised Schedule with updated estimated quantities is shown below. Excavator should be quoted hourly rate.**

PAY ITEM	Unit Price (\$)	Estimated Quantity	Extended Price (\$)
Mobilization at site	3,000.00	1	3,000.00
Site clean-up and demobilization	3,500.00	1	3,500.00
Hourly rate for excavator w/operator (8 hour workday)	370.00	40 - 60 hours	22,200.00
Trucking & disposal of material taken off site (based 10 cubic yards per truck)	370.00	180 trucks	66,600.00
Trucking & disposal of sand taken to 1390 Willow Road, Winnetka	310.00	6 trucks	1,860.00
		<b>Total Cost:</b>	<b>97,160.00</b>

510 Green Bay Road, Winnetka, Illinois 60093

## Attachment 2

Bid Tabulation – Village of Winnetka  
Request for Bid #022-015

### Lenny Hoffman Excavating

PAY ITEM	Unit Price (\$)	Estimated Quantity	Extended Price
Mobilation at site	\$500.00	1	\$500.00
Site clean-up and demobilization	\$900.00	1	\$900.00
Hourly rate for excavator w/operator	\$1,270.65	40-60 hours	\$76,239.00
Trucking & disposal of material taken off site	\$331.00	180 trucks	\$59,580.00
Trucking & disposal of sand taken to 1390 Willow Road, Winnetka	\$200.00	6 trucks	\$1,200.00

(Note: Based on 60 hours of excavating)

**Total: \$138,419.00**

### G&L Contractors

PAY ITEM	Unit Price (\$)	Estimated Quantity	Extended Price
Mobilation at site	\$3,000.00	1	\$3,000.00
Site clean-up and demobilization	\$3,500.00	1	\$3,500.00
Hourly rate for excavator w/operator	\$370.00	40-60 hours	\$22,200.00
Trucking & disposal of material taken off site	\$370.00	180 trucks	\$66,600.00
Trucking & disposal of sand taken to 1390 Willow Road, Winnetka	\$310.00	6 trucks	\$1,860.00

(Note: Based on 60 hours of excavating)

**Total: \$97,160.00**



## Agenda Item Executive Summary

**Title:** Ordinance No. M-09-2022: 1183 Scott Avenue Annexation & Rezoning (Public Hearing/Introduction/Adoption)

**Presenter:** David Schoon, Community Development Director

**Agenda Date:** 05/03/2022

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

**Consent:**  YES  NO

**Item History:**

None

**Executive Summary:**

On May 3, 2022, the Village Council is scheduled to hold a public hearing and to consider introduction and adoption of Ordinance No. M-09-2022, an ordinance approving the annexation and rezoning of that portion of 1183 Scott Avenue (the “Subject Property”) currently located in the Village of Glencoe into the Village of Winnetka (Attachment A).

On December 4, 2018, the Village Council adopted Resolution No. R-74-2018, a resolution approving an Intergovernmental Agreement Pertaining to Certain Parcels of Land Located Partially in the Village of Glencoe and Partially in the Village of Winnetka (the “IGA”). The IGA outlines the terms and process regarding the disconnection of certain parcels of land along Scott Avenue that are located partially in the Village of Glencoe and annexation of those certain parcels to the Village of Winnetka. The requested annexation and rezoning are consistent with the IGA.

The attached staff report provides additional information regarding the request.

**Recommendation:**

Hold a public hearing and consider introduction of the ordinance

OR

Given the request is consistent with IGA, consider waiving introduction of the ordinance and then adopt ordinance.

**Attachments:**

1. Staff Report
2. Ordinance No. M-09-2022: Annexing the Property at 1183 Scott Avenue to the Village of Winnetka and Zoning the Property in R-5 Single Family Residential Zoning District



**MEMORANDUM  
VILLAGE OF WINNETKA**

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: VILLAGE COUNCIL**  
**FROM: ANN KLAASSEN, SENIOR PLANNER**  
**DATE: APRIL 25, 2022**  
**SUBJECT: ORDINANCE NO. M-09-2022 - ANNEXATION AND REZONING OF 1183  
SCOTT AVENUE**

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**INTRODUCTION**

On May 3, 2022, the Village Council is scheduled to hold a public hearing and to consider introduction and adoption of Ordinance No. M-09-2022, an ordinance approving the annexation and rezoning of that portion of 1183 Scott Avenue (the “Subject Property”) currently located in the Village of Glencoe into the Village of Winnetka (Attachment A).

On December 4, 2018, the Village Council adopted Resolution No. R-74-2018, a resolution approving an Intergovernmental Agreement Pertaining to Certain Parcels of Land Located Partially in the Village of Glencoe and Partially in the Village of Winnetka (the “IGA”). The IGA outlines the terms and process regarding the disconnection of certain parcels of land along Scott Avenue that are located partially in the Village of Glencoe and annexation of those certain parcels to the Village of Winnetka.

**CURRENT REQUEST**

The Village has received a petition from David and Carrie Miller (collectively, the “Applicant”), as the owner of the Subject Property, to annex that portion of the Subject Property currently located in Glencoe into Winnetka (represented in Figure 1 on the following page). A portion of the Subject Property is currently in Winnetka; the other portion is in Glencoe. The Village of Glencoe approved a disconnection ordinance for the Subject Property on March 17, 2022.

In addition to the Subject Property, there are nine (9) other properties along the north side of Scott Avenue between Grove Street and Gordon Terrace that remain partially within the Village of Glencoe and partially within the Village of Winnetka (Figure 2). In 2006, the two villages invited property owners to participate in disconnecting part of their lots from Glencoe and annexing these portions into Winnetka. Of the 58 single family lots along that portion of Scott Avenue, 46 of the property owners participated in the disconnections at that time. The previous owner of the Subject Property did not participate, hence the Applicant’s current request before the Council. The most recent annexation in this area occurred in 2020, when the owner of 1405 Scott Avenue disconnected the portion of their lot in Glencoe and annexed it into Winnetka.

The requested annexation also requires a map amendment to rezone that portion of the Subject Property to be annexed into Winnetka to the R-5 Single Family Residential District. This zoning classification is consistent with the other lots in the area (represented in Figure 3 on the following page).



Figure 1 – Subject Property

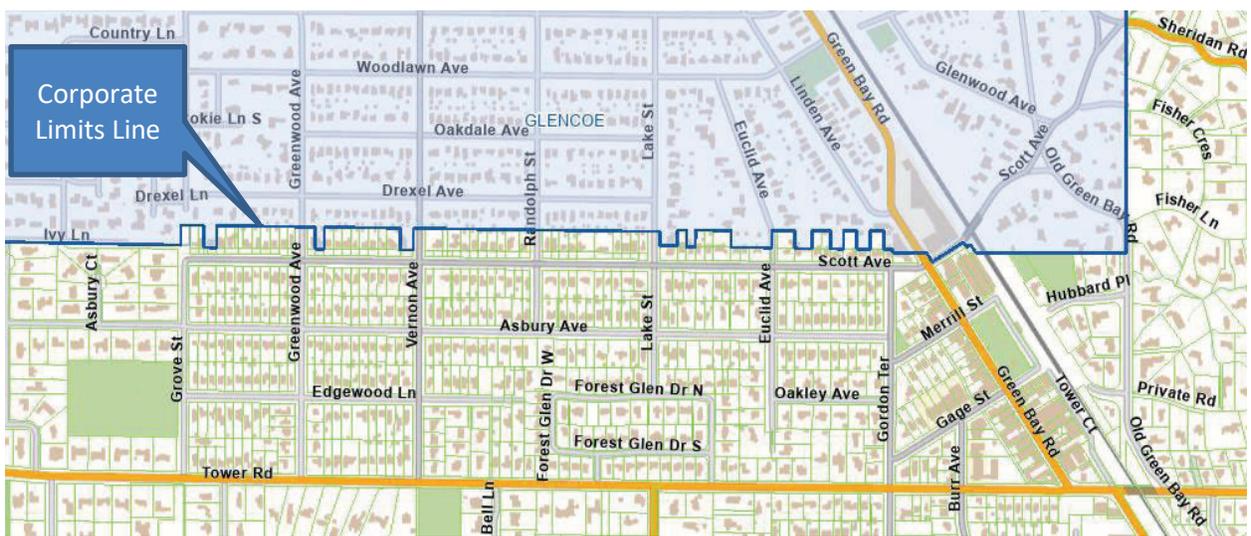
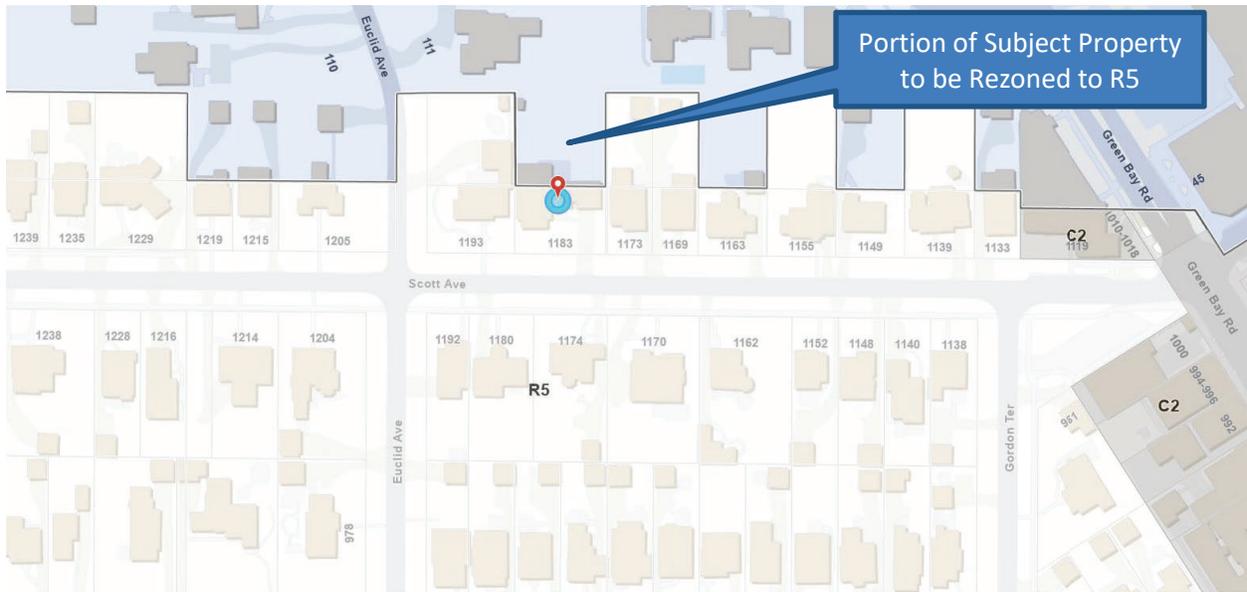


Figure 2 – Corporate Limits Line



**Figure 3 – Zoning Map**

### **RECOMMENDATION**

After holding the public hearing, the Village Council may consider introduction of Ordinance M-09-2022. The Ordinance would approve the annexation for that portion of 1183 Scott Avenue currently located in the Village of Glencoe into the Village of Winnetka and the map amendment to rezone that same portion of 1183 Scott Avenue to the R-5 Single Family Residential District. Given that the Council adopted a similar ordinance for 1405 Scott Avenue on August 4, 2020, it may also wish to waive introduction and adopt the ordinance.

### **ATTACHMENTS**

Attachment A: Ordinance No. M-09-2022, An Ordinance Annexing and Rezoning 1183 Scott Avenue

## ATTACHMENT 2

ORDINANCE NO. M-09-2022

**AN ORDINANCE ANNEXING THE PROPERTY AT 1183 SCOTT AVENUE  
TO THE VILLAGE OF WINNETKA AND ZONING THE PROPERTY IN R-5 SINGLE  
FAMILY RESIDENTIAL ZONING DISTRICT**

**WHEREAS**, David Miller and Carrie Miller (collectively, “*Owner*”), are the legal and record title owner of a tract of land located at 1183 Scott Avenue in the Village of Glencoe, Illinois (“*Subject Property*”), and legally described on the plat of annexation attached to this Ordinance and, by this reference, incorporated into this Ordinance as **Exhibit A** (“*Plat of Annexation*”); and

**WHEREAS**, the Subject Property is one of ten properties that were or are located along the north side of Scott Avenue that are located partially in the Village and partially in the Village of Glencoe (“*Split Lots*”); and

**WHEREAS**, on December 4, 2018, the Village Council adopted Resolution No. R-74-2018, approving that certain “Intergovernmental Agreement Pertaining to Certain Parcels of Land Located Partially in the Village of Glencoe and Partially in the Village of Winnetka”, whereby, upon request of the affected property owner, the Village of Glencoe (“*Glencoe*”) agreed to consent to the disconnection of the portions of the Split Lots located within the Village of Glencoe and the Village of Winnetka agreed to reimburse the Village of Glencoe for a portion of the real estate tax revenues that the Village of Glencoe would lose from such disconnection and annexation (“*IGA*”); and

**WHEREAS**, Owner desires and proposes to have the Subject Property disconnected from Glencoe and annexed to the Village in accordance with the provisions of Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24 and the IGA (“*Annexation*”); and

**WHEREAS**, Owner filed with the Village a petition requesting the Annexation of the Subject Property signed by Owner, who constitutes at least 51 percent of the electors residing within the boundaries of the Subject Property; and

**WHEREAS**, on March 17, 2022, in accordance with the IGA, the Village of Glencoe adopted an ordinance approving the disconnection of the Subject Property and consenting to the annexation of the Subject Property; and

**WHEREAS**, all petitions and other documents necessary to accomplish the Annexation have been executed; and

**WHEREAS**, all notices required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 have been provided; and

**WHEREAS**, the Village is authorized to annex the Subject Property under Section 7-1-24 of the Illinois Municipal Code; and

{00125155.1}  
May 3, 2022

M-09-2022

**WHEREAS**, pursuant to Section 7-1-47 of the Illinois Municipal Code, 65 ILCS 5/7-1-147, properties annexed into the Village are classified within the R-1 Single Family Residential District; and

**WHEREAS**, Owner submitted an application to amend Official Zoning Map of the Village of Winnetka (“*Zoning Map*”) to classify the Subject Property within the R-5 Single Family Residential District (“*R-5 District*”) of the Village (“*Proposed Zoning Classification*”); and

**WHEREAS**, pursuant to Section 17.72.040 of the Winnetka Village Code (“*Village Code*”) and the Village’s home rule power, the Village gave notice of a public hearing by the Village Council to consider the Proposed Zoning Classification by publication in the *Winnetka Talk* on April 14, 2022, and by mail to owners of real property located within 250 feet of the Subject Property, which public hearing was held by the Village Council on May 3, 2022; and

**WHEREAS**, the Village Council heard evidence regarding the Proposed Zoning Classification and has found and determined that the Proposed Zoning Classification of the Subject Property satisfies all of the findings required by Section 17.72.040 of the Village Code; and

**WHEREAS**, the Village Council of the Village of Winnetka (“*Village Council*”) has found and determined that it is in the best interests of the Village to approve the Annexation and Proposed Zoning Classification as set forth in, and subject to the provisions of, this Ordinance;

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

**SECTION 1. RECITALS.** The foregoing recitals are hereby incorporated into this Ordinance as findings of the Village Council.

**SECTION 2. ANNEXATION.** The Subject Property is hereby annexed to the Village of Winnetka.

**SECTION 3. APPROVAL OF PROPOSED ZONING CLASSIFICATION.** Pursuant to the Village’s home rule power and Section 17.72.040 of the Village Code, the Village Council hereby: (a) approves the Proposed Zoning Classification of the Subject Property, and (b) amends the Zoning Map to classify the Subject Property within the R-5 District.

**SECTION 4. RECORDATION AND REPORTING.** The Village Clerk is hereby authorized and directed, promptly after the effective date of this Ordinance, to record in the Cook County Clerk Recording Division and file with the Office of the Cook County Clerk a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service of notice required by law. The Village Manager is hereby authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Subject Property of the Annexation granted by Section 2 of this Ordinance by registered or certified mail within 30 days after the effective date of this Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect only after passage, approval, and publication of this Ordinance in pamphlet form in the manner provided by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022, pursuant to the following roll call vote:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_, 2022

Passed and Approved: \_\_\_\_\_, 2022

**EXHIBIT A**

**PLAT OF ANNEXATION**

**(SEE ATTACHED EXHIBIT A)**

# PLAT OF ANNEXATION TO THE VILLAGE OF WINNETKA

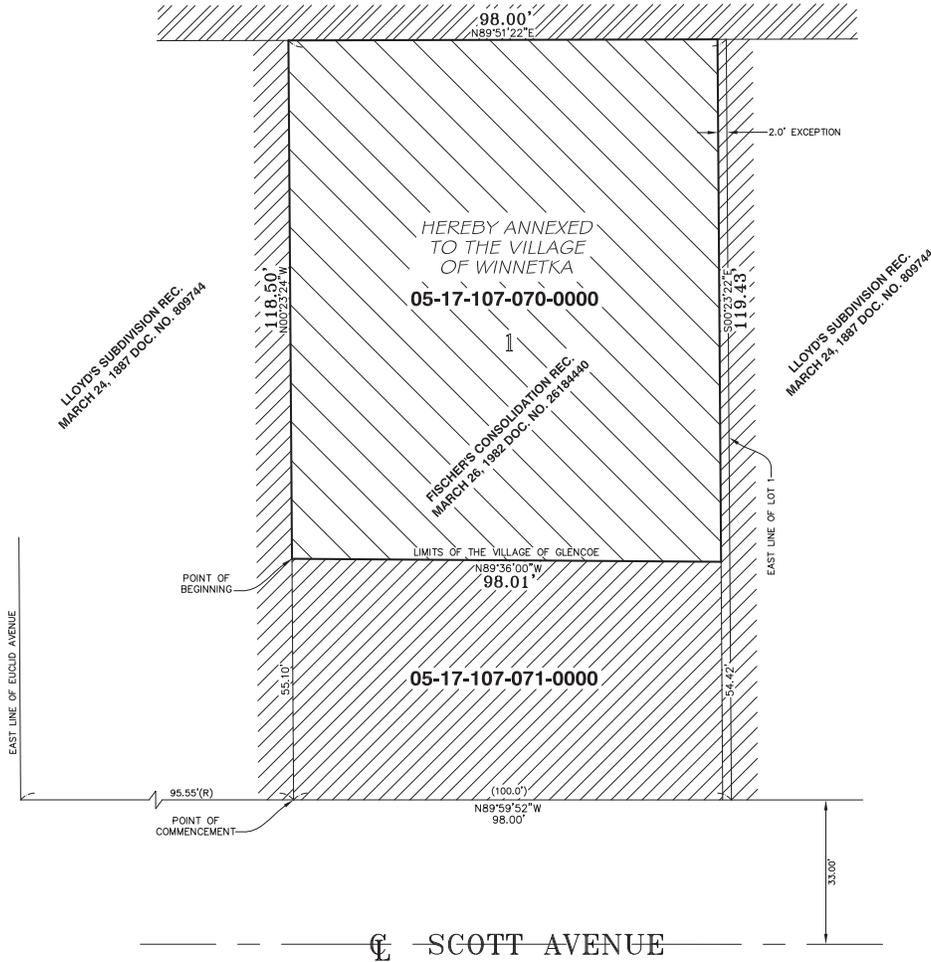
P.I.N. 05-17-107-070-0000  
05-17-107-071-0000

OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**AREAS**

LOT 1 (NORTH AREA) - 11,658 S.F.  
LOT 1 (SOUTH AREA) - 5,366 S.F.  
TOTAL AREA - 17,024 S.F.

HUBBARD WOODS VILLA REC.  
MAY 1, 1912 DOC. NO. 4958115



SCOTT AVENUE

STATE OF ILLINOIS  
COUNTY OF COOK/SS  
ANNEXATION APPROVED BY ORDINANCE NO. \_\_\_\_\_  
PASSED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
PRESIDENT BOARD OF TRUSTEES, VILLAGE OF WINNETKA

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

(STATE OF ILLINOIS)  
(COUNTY OF WILL) SS  
THIS IS TO CERTIFY THAT I, WAYNE W. NEKOLA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION FOR THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 1 IN FISCHER'S CONSOLIDATION OF LOT 10 (EXCEPT THE EAST 2 FEET THEREOF) AND ALL OF LOT 11 IN BLOCK 10 IN CHICAGO NORTHSORE LAND COMPANY'S SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN FISCHER'S CONSOLIDATION; THENCE NORTH 00 DEGREES 23 MINUTES 24 SECONDS WEST ALONG THE WEST LINE OF SAID FISCHER'S CONSOLIDATION, 55.10 FEET THE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID WEST LINE A DISTANCE OF 118.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 51 MINUTES 22 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 98.00 FEET TO A POINT 2.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 00 DEGREES 23 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, 119.43 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS WEST, 98.01 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

DATED THIS 21ST DAY OF JANUARY, 2022.

IPLS No. 2923  
LICENSE RENEWAL DATE: 30 NOVEMBER 2022.



-  - EXISTING CITY LIMITS OF THE VILLAGE OF WINNETKA
-  - AREA TO BE ANNEXED TO THE VILLAGE OF WINNETKA
-  - EXISTING CITY LIMITS OF THE VILLAGE OF GLENCOE

PREPARED FOR: CARRIE MILLER  
JOB ADDRESS: 1183 SCOTT AVENUE, WINNETKA, IL  
JOB NO.: 21-11-0902A

**NEKOLA SURVEY, INC.**  
PROFESSIONAL LAND SURVEYING SERVICES  
WWW.NEKOLASURVEY.COM  
400 N. SCHMIDT RD., STE. 203  
BOLINGBROOK, ILLINOIS 60440  
(630) 226-1530 PHONE (630) 226-1430 FAX  
DESIGN FIRM NO. 184.005564  
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## Agenda Item Executive Summary

**Title:** Resolution No. R-54-2022: Extension of Recycling Services Agreement (Adoption)

**Presenter:** Giovanni McLean, Director of Public Works

**Agenda Date:** 05/03/2022

**Consent:**  YES  NO

Ordinance  
 Resolution  
 Bid Authorization/Award  
 Policy Direction  
 Informational Only

### Item History:

On December 15, 2015, the Village adopted Resolution No. R-49-2015 awarding a contract for residential, commercial, and institutional recycling services to Lakeshore Recycling Systems (LRS). The contract term was for five years, from February 1, 2016 through January 31, 2021. On February 2, 2021, the Village adopted Resolution No. R-19-2021 to extend the agreement with Lakeshore Recycling through May 31, 2022.

### Executive Summary:

Because of recent changes in the market and strong working relationship with LRS, they were amenable to considering a long-term extension to the existing contract. Staff and LRS have discussed a renewal rate that is consistent with current market. Under the contract extension pricing, monthly residential rates will increase from \$5.37 to \$5.79 per home (7.9%) for the first year of the contract and commercial rates will utilize a price matrix based on actual usage. The remaining years of the contract will be indexed to the actual CPI, with a 2.0% minimum increase and a 4.5% maximum increase annually.

The contract extension specified additional services to be provided, a la carte composting services for commercial customers, drop-off composting for institutional and residential customers and annual spring clean-up collection services. The first year rates are consistent with today's market rates and remaining years of the contract will be indexed to the actual CPI, with a 2.0% minimum increase and a 4.5% maximum increase annually.

The Village attorney has prepared the attached letter agreement that would extend the current contract with LRS for recycling services with the rates outlined above, through May 31, 2027. All other terms and conditions of the current contract would remain in place.

### Recommendation:

Consider adopting Resolution No. R-54-2022, waiving competitive bidding and extending an agreement with Lakeshore Recycling Systems, LLC for the collection and processing recyclable material.

### Attachments:

1. Staff Memo
2. Resolution No. R-54-2022: Waiving Bidding and Approving an Amendment to an Agreement with Lakeshore Recycling Systems, LLC for the Collection and Processing of Recyclable Materials
3. Exhibit A - Second Amendment

**Agenda Report**

Subject: Resolution R-54-2022: Fire-Year Contract Extension with Lakeshore Recycling Systems.

Prepared By: Giovanni McLean, Director of Public Works.

Date: May 3, 2022

**Item History**

On December 15, 2015, the Village adopted Resolution No. R-49-2015 awarding a contract for residential, commercial, and institutional recycling services to Lakeshore Recycling Systems (LRS). The contract term was for five years, from February 1, 2016, through January 31, 2021. The contract specified the services to be provided, including weekly curbside collection of recyclable materials from all single-family residences, multi-family buildings and municipal locations; collection of recyclables from containers centrally located in the Village’s commercial districts; and collection of recyclables from the small street-side recycling containers on the Village’s commercial sidewalks.

On February 2, 2021, the Village adopted Resolution R-19-2021 to extend the recycling services contract with Lakeshore Recycling System (LRS). Given the uncertainty created by the COVID-19 pandemic, the contract extension was for fifteen months through May 31, 2022. Under the contract extension, the cost for monthly curbside residential and multi-family recycling service increased from \$4.32 per home to \$5.37 per home, an approximate increase of 24% due to significant adjustments being experienced in the marketplace. The monthly commercial rate remained the same, \$30.67 per location. Given the volatile market for recycled materials, where there was little to no market for resale, therefore the contract extension eliminated a revenue sharing provision that provided the Village a percentage of revenue derived from the Village’s recycling materials.

**Executive Summary**

***Decision to Negotiate a Contract Extension***

Discussions with the outgoing Executive Director of Solid Waste Agency of Northern Cook County (SWANCC) David Van Vooren provided significant insight into the difficulties waste collection contractors are experiencing with the recent changes in the economy, primarily escalating fuel prices, and work force shortages due to the pandemic. The global supply chain issues have caused cost escalation with purchasing equipment and the difficulty procuring equipment. To bid on new contracts, waste and recycling contractors would likely need to “scale up” their operations (purchase equipment and hire labor). As a result, it is likely they would either propose significantly higher rates or decline to bid for new contracts. According to Mr. Van Vooren, of the three contractors (*Lakeshore Recycling Systems, Groot Industries, and Waste Management (which absorbed Advanced Disposal)*) that service the North Shore, it is

possible that LRS could be the only contractor to participate in bidding for a new recycling contract.

Therefore, negotiating a contract extension would be beneficial to both parties. The contractor would have minimal additional investment with the continuation of the existing contract as they have already scaled their operations to service our community. The Village would also have fewer complications of transitioning to a new contractor, would maintain service stability, and likely secure favorable market rates.

**Contract Extension Agreement.**

Our goal was to negotiate a recycling contract extension that would secure rates consistent with current market conditions, include new food waste composting options, and also provide structured pricing for the annual spring cleanup services. Additionally, include provisions that would contemplate the discontinuation of commercial recycling services provided directly by the Village.

Under the new extension, residential recycling collection (Single-family and Multi-family) monthly rates would increase from \$5.37 per home to \$5.79 per home, per month, a 7.9% increase in the first year of the contract. This increase is in line with the consumer price index for the Chicago area. Under the proposed agreement, staff projects the annual residential recycling expenditure for FY2022 to be \$289,119; the monthly residential rates for subsequent years will be indexed to the actual CPI with a 2% minimum increase and a 4.5% maximum increase in rates as shown in the table below.

<b>TABLE 1</b>						
<b>Contract Extension Monthly Pricing</b>						
Residential Recycling Rates Per Month/Home						
Shown at Minimum 2.0%/ Maximum 4.5% Annual Increase						
Rate Class	Approx. Services	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		6/1/2022-5/31/2023	6/1/2023 – 5/31/2024	6/1/2024 – 5/31/2025	6/1/2025 – 5/31/2026	6/1/2026 – 5/31/2027
Single-family home	3,966	\$5.79	\$5.91/\$6.05	\$6.03/\$6.33	\$6.15/\$6.61	\$6.27/\$6.91
Multi-family home	323	\$ 5.79	\$5.91/\$6.05	\$6.03/\$6.33	\$6.15/\$6.61	\$6.27/\$6.91

The incoming SWANCC Executive Director Christina Seibert compared our proposed recycling collection rates against existing franchise rates in other SWANCC communities and confirmed that the rates are favorable compared to rates seen in these communities. According to recent bid contracts, the monthly residential recycling collection rates range from \$6.75 to \$7.25 per home. Commercial rates were overall comparable considering the recycling rates are not bundled with waste collection.

Commercial monthly rates would be transitioning from a fixed rate of \$30.67 per location to a monthly usage rate defined by per container size and frequency of collection, which transitions away from centralized collection locations. Over the term of the original contract, commercial recycling participation has significantly grown, and the previous commercial rate structure was not a sustainable model for LRS. The volume increase per centralized location negatively impacted collection operations and was not covered in the fixed rate. Implementation of a commercial rate matrix will be beneficial to commercial users as it provides the flexibility to adjust service based on actual usage. Under the agreed rate matrix (Table 2 Below), staff projects the annual commercial recycling expenditure for FY2022 to be \$109,315.

<b>TABLE 2</b>							
<b>Contract Extension Monthly Pricing</b>							
<b>YEAR 1</b>							
<b>Commercial Recycling Rate Matrix, effective 6/1/22</b>							
<b>Cost of Service</b>	<b>1x per week</b>	<b>2x per week</b>	<b>3x per week</b>	<b>4x per week</b>	<b>5x per week</b>	<b>6x per week</b>	<b>7x per week</b>
<b>35 / 65-gallon container</b>	\$25.00	\$50.00	\$75.00	\$100.00	\$125.00	\$150.00	N/A
<b>95-gallon container</b>	\$25.00	\$50.00	\$75.00	\$100.00	\$125.00	\$150.00	N/A
<b>1 yard</b>	\$40.00	\$80.00	\$120.00	\$160.00	\$200.00	\$240.00	N/A
<b>1.5 yard</b>	\$45.00	\$90.00	\$135.00	\$180.00	\$225.00	\$270.00	N/A
<b>2 yard</b>	\$50.00	\$100.00	\$150.00	\$200.00	\$250.00	\$300.00	N/A
<b>3 yard</b>	\$55.00	\$110.00	\$165.00	\$220.00	\$275.00	\$330.00	N/A
<b>4 yard</b>	\$65.00	\$130.00	\$195.00	\$260.00	\$325.00	\$390.00	N/A
<b>6 yard</b>	\$75.00	\$150.00	\$225.00	\$300.00	\$375.00	\$450.00	N/A
<b>6 yard compactor</b>	\$200.00	\$400.00	\$600.00	\$800.00	\$1,000.00	\$1,200.00	N/A
<b>8 yard</b>	\$90.00	\$180.00	\$270.00	\$360.00	\$450.00	\$540.00	N/A
<b>10 yard</b>	\$110.00	\$ 220.00	\$330.00	\$440.00	\$550.00	\$660.00	N/A

The FY2022 Public Works Refuse budget contains \$411,940 (account #560.80.01-586) for recycling collection services. With the proposed agreement, staff projects a total expenditure of \$398,435 for FY2022; leaving a remaining budget balance of \$13,504. Under the proposed agreement, the monthly rates for subsequent years will be indexed to the actual CPI with a 2% minimum increase and a 4.5% maximum increase in rates. The table below shows the budget forecast for the renewal term of the contract, using the maximum increase in rates of 4.5%.

TABLE 3					
Budget Forecasting					
	FY2022	FY2023	FY2024	FY2025	FY2026
<b>Residential Recycling</b>	\$289,119.82	\$306,045.64	\$319,817.69	\$334,209.49	\$349,248.91
<b>Commercial Recycling<sup>1</sup></b>	\$109,315.70	\$149,073.08	\$155,781.36	\$162,791.52	\$170,117.14
<b>Future Forecast Expenditure<sup>2</sup></b>	\$398,435.52	\$455,118.71	\$475,599.05	\$497,001.01	\$519,366.06
<b>Prior Year Budget Forecast<sup>3</sup></b>	\$411,940.00	\$411,940.00	\$455,118.71	\$475,599.05	\$497,001.01
<b>Variance from Prior Year Budget</b>	\$13,504.48	<b>\$(43,178.71)</b>	<b>\$(20,480.34)</b>	<b>\$(21,401.96)</b>	<b>\$(22,365.05)</b>

**Notes**

- <sup>1</sup> Commercial Recycling projection based on FY2022 service selection, subject to change with commercial customer service selection.
- <sup>2</sup> Future forecast expenditure reflects maximum 4.5% CPI rate increase for residential and commercial, five months of previous year's rate and seven months of current year's rate to reflect the Village's calendar fiscal year.
- <sup>3</sup> Prior Year Budget forecast reflects the estimated budget for the prior fiscal year to forecast the projected maximum annual budget increase for the term of the contract extension.

**Additional Services – Commercial Food Waste Composting Collection**

In addition to recycling services, commercial food waste composting collection service was added to the contract extension. This composting service will allow commercial customers to dispose of common food scraps (such as vegetables or fruit peels, cores, etc. as well as other non-meat organic material) through a dedicated collection bin. Commercial accounts have the option of an a la carte subscription composting service and will be directly billed by LRS.

The monthly commercial food waste composting rates are based per container and frequency of collection per week. Containers would be available in two sizes, 65-gallon and 95-gallon at a rate of \$17.00 and \$22.00 per container, respectively. The rate increase for subsequent years will be indexed to the actual CPI with a 2% minimum increase and a 4.5% maximum increase. For commercial customers, composting service has the dual benefit of increasing diversion from landfills while also potentially allowing these customers to reduce their refuse container size or collection frequency.

TABLE 4					
	Contract Extension Monthly Pricing Commercial Food Waste Compost Collection (Subscription a la carte Program)				
Container Size (collected 1x per week)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	6/1/2022 – 5/31/2023	6/1/2023 – 5/31/2024	6/1/2024 – 5/31/2025	6/1/2025 – 5/31/2026	6/1/2026 – 5/31/2027
65 Gallon Container	\$17.00/month	\$17.77/month	\$18.56/month	\$19.40/month	\$20.27/month
95 Gallon Container	\$22.00/month	\$22.99/month	\$24.02/month	\$25.11/month	\$26.24/month

***Additional Services – Institutional and Residential Food Waste Composting Collection***

In April 2019, Village Council tasked staff with exploring options for implementing a Village-wide food scrap collection and composting program. Multiple container swap vendors were contacted; two of which (Collective Resource Compost and WasteNot) are currently preferred vendors for the Village. These services each provide a 5-gallon bucket service and a 32-gallon cart service, offer porch/backdoor and flexible pick-up services, and have their own pricing structure and service levels depending on customer needs. Customer service and billing for food scrap collection and composting services are separate from Village refuse and recycling collection services. These options will continue to be available for resident use in addition to the drop-off composting options available under the new contract extension with LRS.

Food Waste composting services for residential and institutional customers proves to be a logistical challenge as it involves factors that impact operations and the type of container used for operations. Reliable composting programs require a container specifically for food scraps to reduce the possibility of cross contamination. Given the residential limitations, staff negotiated food waste compost drop off locations to be included in the proposed agreement. This would provide several geographic locations where residents could drop off their food waste at existing institutional locations, while also providing the food waste composting options to those institutions who participate.

School District 36 has committed to the implementation of a composting program and becoming a drop-off location for residents. The two institutional locations identified are Washburne School and Hubbard Woods School. The Village continues to collaborate with School District 36 representatives to determine the needs of the institutions and best approach to implement the composting program for resident’s drop-off accessibility. The Village is also in discussions with New Trier High school, with the hope they will include their facilities in the composting program.

Staff estimates that each institution would utilize three times a week collection of one 95-gallon container, at a minimum. The FY2022 Public Works Refuse budget contains sufficient funds to pay for the institutional and residential food waste compost collections. Staff projects a FY2022 expenditure of \$630 for composting. (See Table 5 Below for Food Waste Drop Off Cost Schedule) Staff plans to budget for this additional service in future budgets. The rate increase for subsequent years will be indexed to the actual CPI with a 2% minimum increase and a 4.5% maximum increase. Depending on demand, staff will also look to identify future drop-off sites

<b>TABLE 5</b>					
<b>Contract Extension Monthly Pricing Drop-Off Food Waste Compost Collection (Institutional &amp; Residential)</b>					
<b>Container Size (collected 1x per week)</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
	<b>6/1/2022 – 5/31/2023</b>	<b>6/1/2023 – 5/31/2024</b>	<b>6/1/2024 – 5/31/2025</b>	<b>6/1/2025 – 5/31/2026</b>	<b>6/1/2026 – 5/31/2027</b>
65 Gallon Container	\$10.00/month	\$10.45/month	\$10.92/month	\$11.41/month	\$11.93/month
95 Gallon Container	\$15.00/month	\$15.68/month	\$16.38/month	\$17.12/month	\$17.89/month

***Additional Services – Spring Cleanup Collection***

The Spring Cleanup Program is an annual service to residents provided by the Village of Winnetka and is included in the annual refuse rates. The program provides residents an excellent opportunity to clean out attics, basements, garages, etc. of unwanted items and materials. Since 2017, the Village has outsourced the Spring Cleanup Program to LRS. Due to the high demand for this program, staff were successful in including this spring collection program as a part of the contract extension. The cost was based on an agreed hourly rate per vehicle and crew.

Over the past six years, the hourly rates have increased between 4%-10% annually. LRS has agreed to maintain the FY2022 hourly rate of \$155 for the first year of the contract extension. The rate increase for subsequent years will be indexed to the actual CPI with a 2% minimum increase and a 4.5% maximum increase. Scheduling of the program would be determined by December 1<sup>st</sup>, the year prior to the event and not conflict with observed holidays (Easter, Passover, Memorial Day). LRS will not charge the Village a disposal rate as they will continue to dispose of the collection through the Village’s account at SWANCC facility. The FY2022 Public Works Refuse budget contains a balance \$30,000 (account #560.80.48-586) for spring cleanup services which is consistent with future expenditure projections.

<b>TABLE 6</b>					
<b>Contract Extension Pricing Spring Cleanup</b>					
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
	<b>6/1/2022 – 5/31/2023</b>	<b>6/1/2023 – 5/31/2024</b>	<b>6/1/2024 – 5/31/2025</b>	<b>6/1/2025 – 5/31/2026</b>	<b>6/1/2026 – 5/31/2027</b>
Labor Rate for Service (per hour/vehicle)	\$155.00	\$161.98	\$169.26	\$176.88	\$184.84
Disposal Rate (if needed)	\$52.00	\$54.34	\$56.68	\$59.02	\$61.36
Total Approximate Cost	\$24,800.00	\$25,916.00	\$27,082.22	\$28,300.92	\$29,574.46

The Village was successful with negotiating a recycling contract extension that includes the additional services of food waste composting and annual spring cleanup. Further, LRS has consistently met the terms, conditions, and expectations of the previous contracts, understands the expectations of the Village, and has performed their work successfully over the past several years. The rates are consistent with current market conditions and comparable SWANCC communities. The Village attorney has prepared the attached letter agreement that would extend the current contract with LRS for recycling services with the rates outlined above, through May 31, 2027. All other terms and conditions of the current contract would remain in place.

*Recommendation:*

Consider adopting Resolution No. R-54-2022, waiving competitive bidding and extending an agreement with Lakeshore Recycling Systems, LLC for the collection and processing recyclable material.

RESOLUTION NO. R-54-2022

**A RESOLUTION WAIVING BIDDING AND APPROVING AN AMENDMENT  
TO AN AGREEMENT WITH LAKESHORE RECYCLING SYSTEMS, LLC  
FOR THE COLLECTION AND PROCESSING OF RECYCLABLE MATERIALS**

**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 December 16, 2015, the Village entered into an agreement (“*Original Agreement*”) with Lakeshore Recycling Systems, LLC (“*Contractor*”), for the collection and processing of recyclable materials (“*Work*”), which Agreement was amended pursuant to a Letter Agreement dated January 30, 2021 (“*First Amendment*”) (the Original Agreement, as amended by the First Amendment, is the “*Agreement*”); and

**WHEREAS**, the term of the Agreement expires on May 31, 2022; and

**WHEREAS**, the Village Council desires to enter into a second amendment to the Agreement (“*Second Amendment*”) to extend and renew the Agreement for an additional five-year term that will expire May 31, 2027 (“*Extension Term*”) and to set rates for the Work during the Extension Term; and

**WHEREAS**, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council desires to waive competitive bidding and enter into the Second Amendment with Contractor for the performance of the Work during the Extension Term; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village and its residents to waive competitive bidding and enter into the Second Amendment 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 for the Extension Term.

**SECTION 3: APPROVAL OF SECOND AMENDMENT.** The Village Council approves the Second Amendment in substantially the form attached to this Resolution as **Exhibit A**.

May 3, 2022

R-54-2022

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

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

**ADOPTED** this 3 day of May, 2022, pursuant to the following roll call vote:

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

Signed

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

Countersigned:

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

## ATTACHMENT 3

### SECOND AMENDMENT TO AGREEMENT FOR THE COLLECTION AND PROCESSING OF RECYCLABLE MATERIALS

**THIS SECOND AMENDMENT TO THE AGREEMENT FOR THE COLLECTION AND PROCESSING OF RECYCLABLE MATERIALS ("Second Amendment"),** dated as of this 27 day of APRIL, 2022, ("**Effective Date**"), is by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation ("**Village**"), and **LAKESHORE RECYCLING SYSTEMS, LLC**, a Delaware limited liability company ("**Contractor**").

**NOW THEREFORE**, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

#### **SECTION 1. RECITALS.**

**A.** The Village and Contractor entered into that certain Agreement for the Collection and Processing of Recyclable Materials dated December 16, 2015 ("**Original Agreement**"), which Agreement was amended pursuant to that certain Letter Agreement between the Parties dated January 30, 2021 ("**First Amendment**") (the Original Agreement, as amended by the First Amendment, is the "**Agreement**").

**B.** Pursuant to the Agreement, Contractor, the Village granted an exclusive, revocable franchise in the Village to Contractor for Contractor to collect and process Recyclable Materials from all Residential Dwellings, select Commercial Customers, and Municipal Sites.

**C.** The term of the Agreement runs from February 1, 2016 through May 31, 2022 ("**Term**").

**D.** The Parties desire to further amend the Agreement pursuant to this Second Amendment to, among other things, extend the Term for an addition five-year period and set rates for the collection and processing of Recyclable Materials during the extension.

#### **SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

**A. Definitions.** All capitalized words and phrases used throughout this Second Amendment have the meanings set forth in the various provisions of this Second Amendment. If a word or phrase is not specifically defined in this Second Amendment, it has the same meaning as in the Agreement.

**B. Rules of Construction.** Except as specifically provided in this Second Amendment, all terms, provisions and requirements contained in the Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement and the text of this Second Amendment, the text of this Second Amendment controls.

**SECTION 3. EXTENSION OF TERM.**

The Village and Contractor hereby agree that the term of the Agreement is hereby extended for an additional period that commences on June 1, 2022, and runs through and ends on May 31, 2027 ("***Renewal Term***").

**SECTION 4. PRICING.**

Upon the commencement of the Renewal Term, Section 2.4 of the Agreement shall be amended to read as follows:

**"2.4 Billing; Payment for the Work**

[...]

B. Rates and Charges. The rates and charges billed by Contractor for the Work ~~during the first annual period after the Commencement Date~~ **for the first year of the Renewal Term** shall be as set forth in Attachment A to this Agreement, which is hereby incorporated into this Agreement. Contractor agrees that the rates and charges established in **Attachment A**, constitute full and adequate compensation to Contractor for the Work ("***Agreement Price***"). The Agreement Price may be adjusted **for years two through five of the Renewal Term** as set forth in Section 2.4.C **and pursuant to the terms set forth in Attachment A.**

C. Adjustment of Rates and Charges.

- i. Annual Adjustment in Collection Rates and Charges. Contractor will be permitted to increase the rates and charges that comprise the Agreement Price each year on the anniversary of the ~~Commencement Date~~ **of the Renewal Term** pursuant to the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the ~~Chicago-Gary-Kenosha, L, IN-WI~~ **Chicago-Naperville-Elgin, IL-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 **in accordance with and subject to the limitations and terms set forth in Attachment A;** 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 anniversary of the Commencement Date in the Form of the Agreement Price Adjustment Notice attached as ***Attachment B*** to this Agreement.

\* \* \*

**SECTION 5. COLLECTION DAYS AND TIMES.**

During the Renewal Term, upon 90 days written notice from the Village, Contractor shall change the collection days of Recyclable Materials from four days a week (Monday, Tuesday, Thursday, and Friday) to five days a week (Monday through Friday) provided that the change in the days of collection does not violate any collective bargaining agreement between Contractor and its employees that provide Work to the Village.

**SECTION 6. REBATE PROGRAM; RECYCLING INCENTIVES; EXPENSES.**

Upon the commencement of the Renewal Term, Sections 3.8.A and 3.8.B of the Agreement shall be deleted in their entirety.

**SECTION 7. DISCONTINUANCE OF COMMERCIAL RECYCLING SERVICES.**

During the Renewal Term and with no less than six months prior written notice, the Village may, in its sole discretion, may terminate Contractor's franchise to provide Commercial Customers collection and processing services for Recyclable Materials and shall have no further obligations to Contractor with respect to such services for Commercial Customers. In the event that the Village terminates Contractor's franchise to provide Commercial Customers collection and processing services for Recyclable Materials pursuant to this Section, it shall not alter the Parties rights and obligations set forth in the Agreement related to Contractor's franchise to provide collection and processing services for Recyclable Materials to Residential Dwellings and Municipal Sites.

**SECTION 8. AMENDMENT TO ATTACHMENT A.**

Upon the commencement of the Renewal Term, Attachment A of the Agreement shall be amended and replaced in its entirety with **Attachment A** to this Second Amendment.

**SECTION 9. COUNTERPARTS.**

To facilitate execution of this Second Amendment, this Second Amendment may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Second Amendment, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Each counterpart may be delivered by pdf transmission.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have hereunder set their hands and seals as of the Execution Date first above written.

**VILLAGE OF WINNETKA**

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

**LAKESHORE RECYCLING SYSTEMS,  
LLC**

By:   
Its: MUNICIPAL

**ATTACHED EXHIBITS**

**1. 5-Year Rate Structure Single-family, Multi-family**

Rate Class	Approx. Services	until 5/31/2022	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
			6/1/2022	6/1/2023	6/1/2024	6/1/2025	6/1/2026
Single-family home	3966	\$5.37	\$5.79	\$6.05	\$6.33	\$6.61	\$6.91
Multi-family home	323	\$ 5.37	\$ 5.79	\$6.05	\$6.33	\$6.61	\$6.91

- The monthly rates above shall be defined per home for the Renewal Term
- For Years 2 through 5, the price shall increase in accordance with Section 2.4.C of the Agreement; provided that, notwithstanding anything to the contrary contained in Section 2.4.C, the prices shall increase a minimum of 2.0% and no more than 4.5% each year.
- The prices reflected in the above table for Years 2 through 5 reflect the maximum price increase permitted inclusive of CPI increase permitted pursuant to Section 2.4.C of the Agreement.

**2. 5-Year Rate Structure Commercial**

<b>YEAR 1 Commercial Rate Matrix, effective 6/1/22</b>							
Cost of Service	1x week	2x week	3x week	4x week	5x week	6x week	7x
35 / 65 gal toter	\$ 25.00	\$ 50.00	\$ 75.00	\$ 100.00	\$ 125.00	\$ 150.00	N/A
36 / 65 gal toter	\$ 25.00	\$ 50.00	\$ 75.00	\$ 100.00	\$ 125.00	\$ 150.00	N/A
95 gal toter	\$ 25.00	\$ 50.00	\$ 75.00	\$ 100.00	\$ 125.00	\$ 150.00	N/A
1 yard	\$ 40.00	\$ 80.00	\$ 120.00	\$ 160.00	\$ 200.00	\$ 240.00	N/A
1.5 yard	\$ 45.00	\$ 90.00	\$ 135.00	\$ 180.00	\$ 225.00	\$ 270.00	N/A
2 yard	\$ 50.00	\$ 100.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 300.00	N/A
3 yard	\$ 55.00	\$ 110.00	\$ 165.00	\$ 220.00	\$ 275.00	\$ 330.00	N/A
4 yard	\$ 65.00	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	N/A
6 yard	\$ 75.00	\$ 150.00	\$ 225.00	\$ 300.00	\$ 375.00	\$ 450.00	N/A
6 yard compactor	\$ 200.00	\$ 400.00	\$ 600.00	\$ 800.00	\$ 1,000.00	\$ 1,200.00	N/A
8 yard	\$ 90.00	\$ 180.00	\$ 270.00	\$ 360.00	\$ 450.00	\$ 540.00	N/A
10 yard	\$ 110.00	\$ 220.00	\$ 330.00	\$ 440.00	\$ 550.00	\$ 660.00	N/A

- The monthly rates above shall be defined by container size and frequency of collection for Year 1 of the Renewal Term.
- For Years 2 through 5, the prices in the above table shall increase pursuant to and in accordance with Section 2.4.C of the Agreement; provided that, notwithstanding anything to the contrary contained in Section 2.4.C, the prices above shall increase a minimum of 2.0% and no more than 4.5% each year.

3. **Commercial Compost Collection (A La Carte Program)**

<b>Commercial Food Waste Compost Collection (A La Carte Program)</b>					
<b>Container Size</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
	<b>6/1/2022</b>	<b>6/1/2023</b>	<b>6/1/2024</b>	<b>6/1/2025</b>	<b>6/1/2026</b>
65 Gallon Cart	\$ 17.00	\$ 17.77	\$ 18.56	\$ 19.40	\$ 20.27
95 Gallon Cart	\$ 22.00	\$ 22.99	\$ 24.02	\$ 25.11	\$ 26.24

- The monthly rates above shall be defined by container size and frequency of collection per week for the Renewal Term.
- Contractor shall directly bill all Commercial Compost Customers.
- For Years 2 through 5, the price shall increase in accordance with Section 2.4.C of the Agreement; provided that, notwithstanding anything to the contrary contained in Section 2.4.C, the prices shall increase a minimum of 2.0% and no more than 4.5% each year.
- The prices reflected in the above table for Years 2 through 5 reflect the maximum price increase permitted inclusive of CPI increase permitted pursuant to Section 2.4.C of the Agreement.
- A commercial compost customer that participates in the A La Carte program may reduce their fees by reducing the number of carts per location and frequency of collection.

**4. Drop-off Compost Collection (Institutional & Residential)**

<b>Drop-Off Food Waste Compost Collection (Institutional &amp; Residential)</b>					
<b>Container Size</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
	<b>6/1/2022</b>	<b>6/1/2023</b>	<b>6/1/2024</b>	<b>6/1/2025</b>	<b>6/1/2026</b>
65 Gallon Cart	\$10.00	\$ 10.45	\$ 10.92	\$ 11.41	\$ 11.93
95 Gallon Cart	\$15.00	\$ 15.68	\$ 16.38	\$ 17.12	\$ 17.89

- The monthly rates above shall be defined by container size and frequency of collection per week for the Renewal Term
- Contractor shall directly bill the Village for all drop-off compost.
- For Years 2 through 5, the price shall increase in accordance with Section 2.4.C of the Agreement; provided that, notwithstanding anything to the contrary contained in Section 2.4.C, the prices shall increase a minimum of 2.0% and no more than 4.5% each year.
- The prices reflected in the above table for Years 2 through 5 reflect the maximum price increase permitted inclusive of CPI increase permitted pursuant to Section 2.4.C of the Agreement.
- Rates reflect the cost per container per collection – frequency of collection will be determined based upon actual usage.
- Pricing may be reduced based on number of carts per location and frequency of collection needed by the customer
- The number of drop off locations will be determined by the Village.

5. **Proposed Spring Cleanup**

Spring Cleanup Pricing Structure						
	until 5/31/2022	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		6/1/2022	6/1/2023	6/1/2024	6/1/2025	6/1/2026
Labor Rate for Service (per hour/vehicle)	\$155.00	\$155.00	\$161.98	\$169.26	\$176.88	\$184.84
Disposal Rate (if needed)	\$52.00	\$52.00	\$54.34	\$56.68	\$59.02	\$61.36
Total Approximate Cost	\$24,750.00	\$24,800.00	\$25,916.00	\$27,082.22	\$28,300.92	\$29,574.46

- For Years 2 through 5, the price shall increase in accordance with Section 2.4.C of the Agreement; provided that, notwithstanding anything to the contrary contained in Section 2.4.C, the prices shall increase a minimum of 2.0% and no more than 4.5% each year.
- The prices reflected in the above table for Years 2 through 5 reflect the maximum price increase permitted inclusive of CPI increase permitted pursuant to Section 2.4.C of the Agreement.
- Approximately 160 hours of work for Spring Cleanup program.
  - To be scheduled in the month of April or May, over four days, Monday – Thursday.
    - “Friday” will be considered as an extra day if needed.
    - The dates for Spring Cleanup shall not conflict with: (i) Easter; (ii) Passover; or (ii) Memorial Day.
  - All tons will be delivered to SWANCC under the Village of Winnetka’s account
  - Spring clean-up week will be scheduled by December 1st of each year.