

Winnetka Village Council
REGULAR MEETING
Village Hall
510 Green Bay Road
May 17, 2022
7:00 p.m.

AGENDA

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Quorum
 - a) June 7, 2022 Regular Meeting
 - b) June 14, 2022 Study Session
 - c) June 21, 2022 Regular Meeting
- 4) Public Comment
- 5) Reports
- 6) Approval of Agenda
- 7) Consent Agenda
 - a) Approval of Village Council Minutes
 - i) April 19, 2022 Regular Meeting.....3
 - b) Approval of Warrant List dated April 19, 2022 – May 2, 2022.....7
 - c) Resolution No. R-62-2022 – Approving a Contract with Wesco Distribution, Inc. for the Purchase of Single Phase Pad Mount Transformers (Adoption).....8
 - d) Resolution No. R-63-2022 – Approving a Contract with Wesco Distribution, Inc. for the Purchase of Single Phase Pole Mount Transformers (Adoption).....26
 - e) Resolution No. R-66-2022 – Approving a Contract with Lakes and Rivers Contracting Inc. for the Repair of Pier Brace (Adoption).....43
- 8) Ordinances and Resolutions:
 - a) Ordinance No. M-10-2022 - Sarah Dippold Interior Design Studio - 906 Green Bay Road Special Use Permit (Introduction/Adoption).....46
 - b) Resolution No. R- 59-2022 – Approval of Street Rehab Program (Adoption).....98
 - c) Resolution No. R- 64-2022 – Approving Intergovernmental Agreements for the Sale/Lease of Fire Rescue Boat (Adoption).....236

d) Resolution No. R-65-2022 – Waiving Competitive Bidding and Approving Purchase of Line Truck from Altec Industries (Adoption).....257

9) Old Business:

10) New Business:

11) Appointments

12) Closed Session

13) Adjournment

NOTICE

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

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

**MINUTES
WINNETKA VILLAGE COUNCIL
REGULAR MEETING
April 19, 2022**

(Approved: xx)

A record of a legally convened regular meeting of the Council of the Village of Winnetka, which was held at Council Chambers on Tuesday, April 19, 2022, at 7:00 PM.

- 1) Call to Order. President Pro Tem Andy Cripe called the meeting to order at 7:00 PM. Village Manager Bahan called the roll. Present: Trustees Robert Apatoff (remote), Andy Cripe, Tina Dalman, Bob Dearborn (remote), Kim Mancini, and John Swierk. Absent: President Christopher Rintz. Also present: Assistant Village Manager Kristin Kazenas, Deputy Village Clerk Berina Gradjan, Community Development Director David Schoon, Village Attorney Peter Friedman, and approximately 9 persons in the audience.

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

- 2) Pledge of Allegiance. President Pro Tem Cripe led the group in the Pledge of Allegiance.

- 3) Quorum.

- a) May 3, 2022 Regular Meeting. All of the Council members present said they expect to attend.
- b) May 10, 2022 Study Session. All of the Council members present said they expect to attend.
- c) May 17, 2022 Regular Meeting. All of the Council members present said they expect to attend. Trustee Dearborn stated that he will not be present.

- 4) Public Comment. None.

- 5) Reports:

- a) Trustees.

- i) Trustee Dearborn states that there is a group of volunteers that have assisted in cleaning the Green Bay Trail.

- b) Attorney. None.

- c) Village Manager. None.

- d) Village President. None.

- e) 2022 Arbor Day Proclamation

President Pro Tem Andy Cripe declares April 29th as Arbor Day in the Village of Winnetka.

Village Forester Andrew Lueck confirms that the Village will be giving seedlings on April 29th.

f) Mayors' Monarch Pledge and Proclamation

President Pro Tem Andy Cripe declares April 22nd as Monarch Remembrance Day in the Village of Winnetka.

Charles Dowding commends the Council for their initiative in supporting Monarch butterflies.

g) Environmental and Forestry Commission 2022 Green Awards

Each year the Environmental & Forestry Commission awards recipients based on their sustainability actions. Environmental & Forestry Commissioner Chair Charles Dowding presents the award to the Hadley Institute for the Blind and Visually Impaired and the Winnetka Public Works Department.

6) Approval of the Agenda. Trustee Swierk, seconded by Trustee Dalman, moved to approve the Agenda. By voice vote, the motion carried.

7) Consent Agenda

a) Village Council Minutes.

i. April 5, 2022, Regular Meeting

b) Approval of Warrant List dated March 22, 2022 – April 4, 2022 in the amount of \$421,508.18.

a) Resolution No. R-36-2022 – Purchase of Pedestrian Crossing Signs (Adoption)

b) Resolution No. R-40-2022 – Approving Change Order No. 2 to the Contract with Maple Cable Construction, Inc. for Directional Boring Work (Adoption)

c) Resolution No. R-47-2022 – Winnetka Music Festival License Agreement (Adoption)

d) Resolution No. R-49-2022 – 2022-2023 Dutch Elm Disease Prevention Program (Adoption)

e) Resolution No. R-50-2022 – Winnetka Farmer's Market License Agreement (Adoption)

f) Resolution No. R-51-2022 – Approving a Non-Exclusive Easement Agreement for Construction and Maintenance of Public Water Main (Adoption)

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

8) Ordinances and Resolutions:

a) Ordinance No. M-07-2022 – Amending a Special Use Permit and Variations for Playground Improvements at Hubbard Woods Elementary School, 1110 Chatfield Road (Introduction/Adoption)

Assistant Community Development Director Brian Norkus informs Council of the request for an amendment of a special use permit and approval of zoning variations, proposing improvements to an already existing playground at Hubbard Woods

Elementary School, zoned R-5 Single Family Residential. Mr. Norkus reviews the improvements and the play equipment that has been proposed.

Trustee Dalman questions the height of an existing play structure that may propose safety concerns and the planned construction timing. Kathryn Talty, Landscape Architect for the School District, confirms that the conditions have been improved during the planning process and is anticipating construction to begin during summer break.

Council deliberates the overall construction process, ADA accessible use for children, and the structural components and material that will be used with the proposed improvements presented.

Kathryn Talty confirms that the plans have been carefully reviewed and considered by the Village's lower advisory boards prior to coming before Council. Ms. Talty provides a detailed review of that proposed surface structures and material that have been enhanced to improve the overall playground.

Public Comment.

Tom Brown expresses his concern regarding heavy rain fall that causes woodchips from the playground to affect storm drainage.

Village Manager Rob Bahan confirms that Engineering staff will not issue any permits until final plans have met all Village standards. Ms. Talty also confirms that the playground improvements do not include woodchips, indicating that this will not present a hazard for stormwater related matters.

Trustee Swierk, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-7-2022. By voice vote, the motion carried

Trustee Swierk, seconded by Trustee Mancini, moved to adopt Ordinance No. M-7-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

b) Ordinance No. M-08-2022 – Amending a Special Use Permit and Variations for Playground Improvements at Greeley Elementary School, 275 Fairview Avenue (Introduction/Adoption)

Assistant Community Development Director Brian Norkus informs Council of the request for an amendment of a special use permit and approval of zoning variations, proposing improvements to an already existing playground at Greeley Elementary School, zoned R-5 Single Family Residential. Brian Norkus confirms that the playground equipment and the woodchips will be replaced and improved to make it more ADA accessible for children with mobility challenges. While the final plans will be submitted at a future date, Brian Norkus confirms that the stormwater plans have been reviewed by Engineering staff.

The application, considered by the Zoning Board of Appeals, Design Review Board, and Plan Commission, unanimously recommended approval by each advisory board, finding that the plans met all Village standards.

Trustee Swierk, seconded by Trustee Dalman, moved to waive introduction of Ordinance No. M-8-2022. By voice vote, the motion carried

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

c) Resolution No. R-52-2022 – Approving Amendments and Vacation of Easements in the Harza Subdivision (Adoption)

Assistant Community Development Director Brian Norkus reviews a request from the subject owners requesting to obtain approval to vacate portions of an easement in the Harza Subdivision, in addition to vacating a tennis court easement that was established with the recordation of the subdivision.

Council deliberates the subdivision from a beneficiary standpoint, approval process of the plat, and the accessibility of the private roadway for emergency vehicles.

Trustee Swierk, seconded by Trustee Dalman, moved to adopt Resolution No. R-52-2022. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None.

9) Old Business. None.

10) New Business. None.

11) Appointments. None.

12) Adjournment. Trustee Dalman, seconded by Trustee Dearborn, moved to adjourn the meeting. By roll call vote, the motion carried. Ayes: Trustees Apatoff, Cripe, Dalman, Dearborn, Mancini, and Swierk. Nays: None. Absent: None. The meeting adjourned at 8:19 PM.

Recording Secretary



Agenda Item Executive Summary

Title: Approval of Warrant Lists

Presenter: Robert M. Bahan, Village Manager

Agenda Date: 05/17/2022

Consent: YES NO

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

Item History:

None.

Executive Summary:

The Warrant List dated April 19, 2022 - May 2, 2022.

Recommendation:

Consider approving the Warrant List dated April 19, 2022 - May 2, 2022.

Attachments:

None.



Agenda Item Executive Summary

Title: Resolution No. R-62-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of Single Phase Pad Mount Transformers (Adoption)

Presenter: Nicholas Narhi, Assistant Director of Water & Electric

Agenda Date: 05/17/22

Consent: YES NO

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

Item History:

In June of 2021, staff became aware of significant disruptions in the market for pad mount transformers. Staff issued multiple Requests for Bid for the procurement of single phase pad mount transformers on the 2022 Budget. Delivery times for those units has continued to slip into 2023. At the February 15, 2022 Council meeting, Council approved the purchase of eight single phase pad mount units with an initial arrival date of 2023, which now have an anticipated arrival of 2024. Staff estimates these market trends to continue over the next few years.

Executive Summary:

As a result of the pandemic, manufacturing lead times for many utility related products have increased significantly and it is increasingly common for manufacturers to further delay the delivery of products on order due to supply chain issues. Recent conversations with transformer vendors leads us to believe that lead times for these units will run late into calendar year 2023 (100+ weeks). In order to ensure that our transformer inventory is secure into 2023 and early 2024, staff is requesting funding authorization in the amount of \$37,784 to purchase the transformers prior to formal approval of the fiscal year 2023 Budget.

The Water & Electric Department issued Bid Number 022-030 for single phase 100 KVA pad mount transformers. The bid notice was posted to the on-line bidding service Demand Star and bid notices were sent to seven companies. Staff received bids from one (1) vendor. Wesco bid transformers manufactured by Power Partners. The purchase cost for this unit is \$9,446 per unit with a lead time of 80 weeks.

Staff typically receives two or three responsive bids for this type of transformer. Similar to other recent transformer bids, staff continues to get vendors declining to bid for the following reasons:

- Transformer manufacturer is not providing firm pricing.
- Electrical distributor indicated that the transformer manufacturer did not provide a bid and is not accepting any additional orders at this time.

Based on current market conditions and with no projected change to supply chain issues in the near term, staff is recommending acceptance of the Wesco bid for the purchase of four 100 kVA pad mount transformers. These transformers are not expected to arrive until 2023 at the earliest.

Executive Summary (continued):

Resolution No. R-62-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Wesco for the purchase of pad mount transformers.

With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2023 Electric Fund Budget. The proposed 2023 Electric Fund Budget (account #500.42.34-660) will contain a placeholder for the procurement of the four single phase transformers.

Recommendation:

Consider adoption of Resolution No. R-62-2022, approving a contract with Wesco Distribution, Inc. for the purchase of single phase pad mount transformers in an amount not to exceed \$37,784.

Attachments:

1. Resolution No. R-62-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of a Single Phase Transformers

ATTACHMENT 1

RESOLUTION NO. R-62-2022

A RESOLUTION APPROVING A CONTRACT WITH WESCO DISTRIBUTION, INC. FOR THE PURCHASE OF SINGLE-PHASE PAD MOUNT TRANSFORMERS

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

WHEREAS, the Village issued Bid #022-030 ("**Request for Bids**") for the purchase of four 100 kVA pad mount transformers ("**Transformers**") by the Village Water & Electric Department; and

WHEREAS, the Village received one bid ("**Bid**") for the provision of the Transformers to the Village; and

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

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase the Transformers from Wesco in an amount not to exceed \$37,784.00 ("**Contract**"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Wesco in a final form approved by the Village Attorney

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

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

[SIGNATURE PAGE FOLLOWS]

May 17th , 2022

R-62-2022

ADOPTED this 17th day of May, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 100kVA 240.120 SINGLE PHASE PAD MOUNT TRANSFORMER

Full Name of Bidder:

WESCO
("Bidder")

Principal Office Address:

2401 INTERNATIONALE PKWY
WOODRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS Telephone: 

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Assistant Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the ***Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid.*** If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
1	100KVA PMS MT TRANS	See pricing form in Attachment A.	9,446 ⁰⁰	37,784 ⁰⁰

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

See pricing form in Attachment A.

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

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

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

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 80 wks, 20__.

4. Financial Assurance.

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

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

5. Firm Proposal.

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

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

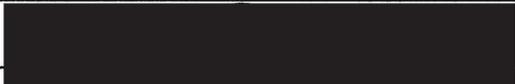
H. Governing Law. This Contract/Bid and all rights of the parties under this Contract/Bid will be interpreted according to the laws of, but not the conflict of law rules of, the State of Illinois.

DATED this 4th date of MAY 2022

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

Bidder's Name: WESCO

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(CORPORATE SEAL, IF APPLICABLE) Printed Name: MATT BOGGS
Title/Position: ACCOUNT REP

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

Bidder's Business Telephone:  Facsimile: () _____

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

JOHN ENGEL	PRES	
DAVID SCHULTZ	CFD	

ATTACHMENT A: SPECIFICATIONS

1. SCOPE

- a. The single-phase pad mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of single-phase pad mounted transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of single-phase dead front, mineral-oil immersed, self-cooled pad-mount, compartmental-type distribution transformers have the following ranges:
 - i. 100 KVA
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 7.2kV
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 240/120V

2. CODES AND STANDARDS

- a. All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.
 - i. Institute of Electrical and Electronic Engineer (IEEE)
 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 2. C57.12.25 - Pad-mounted Compartmental-Type, Self-Cooled Single-Phase Distribution Transformers for use with Separable insulated High-Voltage Connectors
 3. C57.12.28 – Pad-mounted Equipment – Enclosure Integrity
 4. C57.12.34-Pad-Mounted, Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers, 5 MVA and Smaller; High Voltage, 34.5 kV Nominal System Voltage and Below; Low Voltage, 15 kV Nominal System Voltage & Below
 5. C57.12.70 – Terminal Markings and Connections for Distribution and Power Transformers.
 6. C57.12.80 – Terminology for Power and Distribution Transformers.
 7. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
 8. C57.12.91 –Test code for Dry-Type Distribution and Power Transformers.

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

3. QUALITY ASSURANCE

- a. Only approved manufacturer listed below:
 - i. ABB
 - ii. Central Maloney
 - iii. Cooper
 - iv. ERMCO
 - v. General Electric
 - vi. Pauwels

4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand the external short-circuits, as defined by IEEE C57.12.00.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Buyer upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerance shall apply.
 - vi. Amorphous core shall NOT be included in the bid.
- b. HV Area
 - i. The transformer shall be furnished with a high voltage area located on the left. The high voltage area shall be furnished with 200 amp dead front universal bushing wells and 200 amp load break bushing inserts (Cooper - Catalog Number LBI215 or Elastimold Part Number K1501A1)
 - ii. A parking stand between the bushing wells shall be provided for attachment of bushing accessories.
- c. LV Area
 - i. The transformer shall be furnished with a low voltage area and shall house the LV connections in the form of 4-hole NEMA spades mounted on threaded copper studs, IEEE C57.12.34
- d. Cabinet
 - i. Tamper resistance shall be enhanced by continuous steel baffling on all edges of the hood and sill without the use of welded or bolted on parts.
- e. Insulating Fluid
 - i. The insulating fluid shall be mineral oil.
 - ii. The transformer insulating fluid shall be certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - iii. Non-P.C.B. sticker shall be mounted in LV compartment.

- f. Tank Design
 - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.12.25.
 - ii. Tank design shall include sufficient expansion volume to allow operation under specified load conditions.
 - iii. Steel 5/8" –11 lifting provisions shall be provided at two or four points on the tank depending on size
- g. Cooling System
 - i. The transformer shall be self-cooled
- h. Grounding Provisions
 - i. All non-energized metallic components of the transformer shall be grounded.
 - ii. Tank grounding provisions shall consist of two ground pads.
 - iii. Ground pads shall be per IEEE standards.
- i. Nameplates
 - i. Transformer shall be furnished with a non-corrosive diagrammatic nameplate, permanently attached with non-corrosive hardware. The diagrammatic nameplate shall include the name of the manufacturer of the equipment as well as the location where the transformer was manufactured and tested.
 - ii. The nameplate shall contain all connection and rating information in accordance with IEEE C57.12.00 nameplate A, plus the type and quantity of fluid, and the date of manufacture.
- j. Exterior Finish
 - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Munsell No. 7GY/3.2/1.5.green

5. TEST

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

6. FEATURES

- a. The transformer shall be equipped with a complete set of standard features, including.
- b. A flip-top hood with heavy duty 3/8" hinge pins
- c. A recessed locking assembly with padlock provisions and penta-head locking bolt for tamper-resistant operation.
- d. Oil level/fill plug.
- e. Self-actuating pressure relief device.
- f. Oil drain plug.
- g. A removable front sill that latches with the hood and is internally bolted to the front of the tank.
- h. Cabinet compartment security shall comply with the locking and tamper test provisions of IEEE C57.12.28.
- i. NEMA safety labels
- j. High voltage 200amp, dead front universal bushing wells with 200 amp load break bushing inserts
- k. Low voltage 4-hole NEMA spades mounted on threaded copper studs
- l. Lightning Protection
 - i. Oil immersed lightning arrestor, suitable for use on 12.47 kV Wye ground system
- m. Overcurrent protection
 - i. Internal oil-immersed weak link fuse

7. DOCUMENTATION

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

8. PARTS

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

9. WARRANTY

- a. The Seller shall provide two (2) year conventional warranty from date of delivery.
- b. Warranty shall cover roundtrip transportation from Village of Winnetka (1390 Willow Road, Winnetka, Illinois 60093) to manufacturer's repair facility.

Pad-mount Transformer Data Sheet

1 Phase KVA Rating: 100
Frequency (Hz): 60Hz
Impedance Range: Min_____ Max_____
Temperature Rise (Over 30°C ambient): 65°C
Primary Coil Voltage (kV): 7.2
Primary Connection: Ground Wye
Primary Termination: 200 amp load break bushing inserts
Feed: Loop
Primary Taps: None
Primary BIL (kV): 95
Secondary Voltage (V): 240/120
Secondary Connection: Wye
Secondary Termination: 4-hole NEMA spades
Insulating Fluid: Naphthenic based mineral oil

Other Special Instructions:

- Guaranteed load and no load losses to be furnished with bid.
- Deviation in excess of bid losses will be credited to the Village on invoice.
- Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
- Provide transformer dimension with bid.
- Quote best delivery date with bid
- Transformer shall be delivered on an open bed truck
- Deliveries:
 - Require 48 hours advance notification, phone (847) 716-3551
 - Receiving hours: Monday – Friday, 7:15AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

BID SUBMITTAL

Vendor: WESCO

Address: 2401 INTERNATIONAL PKWY,
WOODRIDGE, IL 60517

Email: mboags@wesco.com

Phone: [REDACTED]

Transformer Manufacturer POWER PARTNERS

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
100	4	9,446.00	.176	.873	80

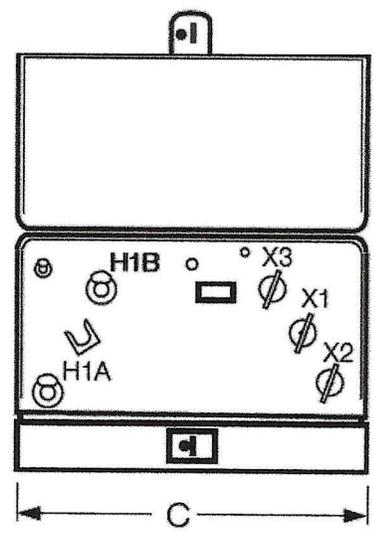
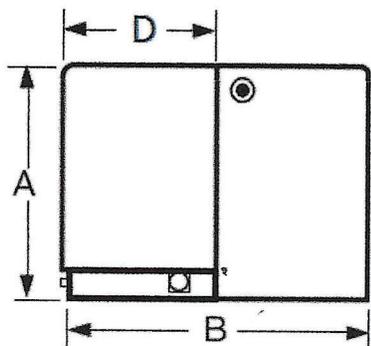
Weight (lbs) 1,362 lbs

Warranty (at delivery) 18 MONTHS

Warranty (in service) 1-YEAR

Dimensions (inches)

- A 30"
- B 41"
- C 36"
- D 18"





VILLAGE · OF · WINNETKA

Incorporated in 1869

MAY 4th, 2022

**ADDENDUM NO. 1
REQUEST FOR BIDS
100KVA 240.120 SINGLE PHASE PAD-MOUNT TRANSFORMER
RFB #022-030
VILLAGE OF WINNETKA**

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

1. Will the Village consider Power Partners as an approved manufacturer?

The Village will permit the addition of Power Partners to the approved manufacturer list.

2. Will the Village accept transformers without under oil arrestors as specified in the bid?

All things being equal, it is the Village's preference to specify under-oil arrestors in its transformer units. In light of the volatility in the transformer market, the Village will accept bids without these arrestors specified. In the bid evaluation, inclusion of the arrestors will be an evaluation consideration along with price and transformer losses.

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

Anthony Vasquez
Assistant Finance Director

510 Green Bay Road, Winnetka, Illinois 60093

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____



Agenda Item Executive Summary

Title: Resolution No. R-63-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of Single Phase Pole Mount Transformers (Adoption)

Presenter: Nicholas Narhi, Assistant Director of Water & Electric

Agenda Date: 05/17/22

Consent: YES NO

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

Item History:

In June of 2021, staff became aware of significant disruptions in the market for pole mount transformers. Staff issued multiple Requests for Bid for the procurement of single phase pole mount transformers on the 2022 Budget. Delivery times for those units has continued to slip into 2023. At the March 1, 2022 Council meeting, Council approved the purchase of five single phase pole mount units with an initial arrival date of 2023, which now have an anticipated arrival of 2024. Staff estimates these market trends to continue over the next few years.

Executive Summary:

As a result of the pandemic, manufacturing lead times for many utility related products have increased significantly and it is increasingly common for manufacturers to further delay the delivery of products on order due to supply chain issues. Recent correspondence with transformer vendors leads us to believe that lead times for these units will run late into calendar year 2023 (100+ weeks). In order to ensure that our transformer inventory is secure into 2023 and beyond, staff is requesting funding authorization in the amount of \$29,476 to purchase the transformers prior to formal approval of the fiscal year 2023 Budget.

The Water & Electric Department issued Bid Number 022-029 for single phase 100 KVA pole mount transformers. The bid notice was posted to the on-line bidding service Demand Star and bid notices were sent to seven companies. Staff received bids from one (1) vendor. Wesco bid transformers manufactured by Power Partners. The purchase cost for this unit is \$7,369 per unit with a lead time of 126 weeks.

Staff typically receives two or three responsive bids for this type of transformer. Similar to other recent transformer bids, staff continues to get vendors declining to bid for the following reasons:

- Transformer manufacturer is not providing firm pricing.
- Electrical distributor indicated that the transformer manufacturer did not provide a bid and is not accepting any additional orders at this time.

Based on current market conditions and with no projected change to supply chain issues in the near term, staff is recommending acceptance of the Wesco bid for the purchase of four 100 kVA pole mount transformers. These transformers are not expected to arrive until 2023 at the earliest.

Executive Summary (continued):

Resolution No. R-63-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Wesco for the purchase of pole mount transformers.

With the extended lead time and market uncertainty, the request for funding authorization is coming in advance of the Village Council's approval of the 2023 Electric Fund Budget. The proposed 2023 Electric Fund Budget (account #500.42.34-660) will contain a placeholder for the procurement of the four single phase transformers.

Recommendation:

Consider adoption of Resolution No. R-63-2022, a resolution approving a contract with Wesco Distribution, Inc. for the purchase of a single phase pole mount transformers, in an amount not to exceed \$29,476.

Attachments:

1. Resolution No. R-63-2022: Approving a Contract with Wesco Distribution, Inc. for the Purchase of a Single Phase Transformers

ATTACHMENT 1

RESOLUTION NO. R-63-2022

**A RESOLUTION APPROVING A CONTRACT WITH
WESCO DISTRIBUTION, INC.
FOR THE PURCHASE OF SINGLE-PHASE POLE MOUNT TRANSFORMERS**

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

WHEREAS, the Village issued Bid #022-029 ("**Request for Bids**") for the purchase of four 100 kVA pole mount transformers ("**Transformers**") by the Village Water & Electric Department; and

WHEREAS, the Village received one bid ("**Bid**") for the provision of the Transformers to the Village; and

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

WHEREAS, the Village Council desires to enter into a contract with Wesco for the Village to purchase the Transformers from Wesco in an amount not to exceed \$29,476.00 ("**Contract**"); and

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

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

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

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Wesco in a final form approved by the Village Attorney

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

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

[SIGNATURE PAGE FOLLOWS]

May 17, 2022

R-63-2022

ADOPTED this 17th day of May, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A

VILLAGE OF WINNETKA

CONTRACT/BID
FOR 100kVA 240.120 SINGLE PHASE OVERHEAD TRANSFORMER

Full Name of Bidder:

WESCO
("Bidder")

Principal Office Address:

2401 INTERNATIONALE PKWY
WOODRIDGE, IL 60517

Local Office Address:

Contact Name: MATT BOGGS Telephone: 

TO: Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attention: **Assistant Finance Director**

Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 (if none, write "NONE") that are securely stapled to the end of this Contract/Bid.

1. Proposal to Deliver Products.

A. Contract and Products. If this Contract/Bid is accepted, then Bidder proposes and agrees that Bidder will deliver to Owner, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Bids attached hereto (the "Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

- (1) Labor, Equipment, Materials and Supplies Provide, perform, and complete in the manner specified and described in the Contract/Bid, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to Owner in a proper and workmanlike manner.
- (2) Permits Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products.
- (3) Bonds and Insurance Procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Bid.

(4) Miscellaneous Perform all other things required of Bidder by this Contract/Bid.

B. Performance Standards. If this Contract/Bid is accepted, Bidder proposes and agrees that the Products will comply strictly with the **Specifications attached hereto as Attachment A and by this reference made a part of this Contract/Bid.** If this Contract/Bid specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides with its bid written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will be responsible and liable for, and will promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. Owner will have the right to inspect all or any part of the Products. If, in Owner's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Bid, then Owner, without limiting its other rights or remedies, may (i) reject such Products, (ii) require Bidder to correct or replace such Products at Bidder's cost, (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, and (iv) cancel all or any part of any order or this Contract/Bid. Products so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal.

A. Price. If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner in accordance with the following Schedule of Prices:

Product Item No.	Description of Product to be delivered to Owner	Quantity of Products to be delivered to Owner	Unit Price of Product	Extension
1	100KV A POLE TYPE	See pricing form in Attachment A.	7,369 ⁰⁰	29,476 ⁰⁰

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

See pricing form in Attachment A.

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

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

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

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

Upon delivery and acceptance of item by the Owner.

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

3. Contract Time Proposal.

If this Contract/Bid is accepted, Bidder proposes and agrees that Bidder will deliver the Products to Owner not later than 126 WEEKS, 20__.

4. Financial Assurance.

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

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

5. Firm Proposal.

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

6. Bidder's Representations and Warranties.

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

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

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

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

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

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

7. Acknowledgments.

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

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

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

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

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

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

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

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

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

DATED this 4th date of MAY 2022

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

Bidder's Name: WESCO

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(CORPORATE SEAL, IF APPLICABLE)

Printed Name: MATT BOGGS

Title/Position: ACCOUNT REP

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

Bidder's Business Telephone: _____ simile: (_____)

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

Officers or Partners		
<u>JOHN ENGEL</u>	<u>PRESIDENT</u>	
<u>DAVID SCHAULTZ</u>	<u>CFO</u>	

ATTACHMENT A: SPECIFICATIONS

1. SCOPE

- a. The single-phase overhead pole mount transformer design is the basis for this specification.
- b. This specification together with the applicable Transformer Data Sheet provides the technical requirements for the design, manufacture and testing of single-phase overhead transformers.
- c. This specification covers only the general requirements of the transformer.
- d. The electrical characteristics and mechanical features of single-phase, self-cooled, mineral-oil immersed, overhead type distribution transformers have the following ranges:
 - i. 100 KVA
 - ii. 65° C rise
 - iii. 60 Hertz
 - iv. High Voltage: 7.2kV
 - v. High Voltage BIL : 95kV
 - vi. Low Voltage : 240/120V

2. CODES AND STANDARDS

All codes and standards referenced in the specification shall be those in effect at the time of Purchase Order award. Deviation from this specification and referenced codes and standards must be authorized in writing from Village of Winnetka/Director of Water & Electric.

- i. Institute of Electrical and Electronic Engineer (IEEE)
 1. C57.12.00 – Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers.
 2. C57.12.20 – Overhead-Type Distribution Transformer 500kVa and Smaller
 3. C57.12.31 – Pole Mounted Equipment – Enclosure Integrity
 4. C57.12.35 – Bar Coding for Distribution Transformers
 5. C57.12.90 – Test code for liquid – Immersed Distribution, Power and Regulating Transformers.
 6. C57.12.91 – Guide for Loading Mineral-Oil-Immersed Transformer
- ii. National Electrical Manufacturers Association (NEMA)
- iii. American Society of Testing and Materials (ASTM)

3. QUALITY ASSURANCE

Approved manufacturers listed below:

- i. ABB
- ii. Cooper
- iii. General Electric
- iv. Ermco
- v. Howard

4. TRANSFORMER TECHNICAL REQUIREMENT

- a. Winding Characteristics
 - i. All windings and internal connections shall be copper or aluminum.
 - ii. The transformer shall be designed and constructed to withstand fault, as defined by IEEE C57.12.20.
 - iii. Evidence of compliance to these short-circuit requirements as required in C57.12.00 and C57.12.90 shall be submitted to the Buyer upon request.
 - iv. The transformer design shall be capable of operating above rated voltage or below rated frequency in accordance with IEEE C57.12.00.
 - v. The impedance shall be as specified on the Transformer Data Sheet. IEEE tolerances shall apply.
 - vi. NO AMORPHOUS core shall be included in the bid.
- b. High Voltage Bushings
 - i. The transformer shall be furnished with two (2) high voltage porcelain bushing 95 kV BIL rating, with tin-plated eye bolt terminals to accommodate either aluminum or copper conductors.
- c. Secondary Bushings
 - i. The transformer shall be furnished with three secondary leads, in the form of tin-plated eye bolt terminals mounted on threaded copper studs, IEEE C57.12.34
- d. Insulating Fluid
 - i. A sealed tank system.
 - ii. The insulating fluid shall be mineral oil, certified to contain no detectable PCB's (<1 PPM) at the time of shipment and the nameplate shall be so labeled.
 - iii. Non-P.C.B. sticker shall be mounted on tank, visible from ground
- e. Tank Design
 - i. Tanks shall be constructed of heavy gauge steel with welded seams, IEEE C57.12.31
 - ii. The tank shall have a recessed tank bottom.
 - iii. Shall be provided with a mild steel cover ring with stainless steel cover ring loop and stainless steel bolt.
 - iv. Lifting lugs/hooks shall be provided at two points on the tank.
 - v. Two mounting hanger brackets with 23 ½" center to center for ¾" mounting bolt.
 - vi. Provision for an external mounted lightning arrester at primary bushing.

- f. Grounding Provisions
 - i. Tank grounding provisions shall consist of one (1) grounding lug for #4 solid copper.
 - ii. Ground lug shall be per IEEE standards.
- g. Nameplates
 - i. Nameplate shall include;
 - ii. Consists of a non-corrosive diagrammatic nameplate permanently attached and easily visible when transformer is hung.
 - iii. Manufacturer name, manufactured location, date and tested.
 - iv. All connection and rating information in accordance with IEEE C57.12.00
 - v. Non-PCB type of insulating oil
- h. Exterior Finish
 - i. The transformer painting system shall be in compliance with IEEE C57.12.28. The finish shall be Light Gray Number 70, Munsell Notation 5BG7.0/0.4

5. TEST

A certified test report shall be submitted and shall contain the test data for each transformer serial number manufactured. The certified test report shall at a minimum contain the data as specified in IEEE C57.12.00 and C57.12.90.

6. DOCUMENTATION

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

7. PARTS

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

8. WARRANTY

- a. The Seller shall provide two (2) year conventional warranty from date of delivery.
- b. Warranty shall cover roundtrip transportation from Village of Winnetka (1390 Willow Road, Winnetka, Illinois 60093) to manufacturer's repair facility.

Transformer Data Sheet

<u>1 Phase KVA Rating:</u>	100
<u>Frequency (Hz):</u>	60Hz
<u>Temperature Rise (Over 30°C ambient):</u>	65°C
<u>Primary Coil Voltage (kV):</u>	7.2
<u>Primary Connection:</u>	Ground Wye
<u>Primary Termination:</u>	Porcelain bushing with tin-plated eye bolt terminals
<u>Primary BIL (kV):</u>	95
<u>Secondary Voltage (V):</u>	240/120
<u>Secondary Connection:</u>	Wye
<u>Secondary Termination:</u>	tin-plated eye bolt terminals
<u>Insulating Fluid:</u>	Naphthenic based mineral oil

Other Special Instructions:

- Bid submittal (page 5 – attachment) to be furnished with bid;
 - Unit Cost
 - Guaranteed load and no load losses.
 - Transformer dimension with bid.
 - Quote best delivery date with bid
- Deviation in excess of bid losses will be credited to the Village on invoice.
- Load losses to be evaluated at \$2.67 per watt and no-load losses to be evaluated at \$12.49 per watt.
- Transformer shall be delivered on an open bed truck, strapped to shipping pallet
- Deliveries:
 - Deliver **NO SOONER** than January 1st, 2023
 - Require 48 hours advance notification, phone (847-)716-3551
 - Receiving hours: Monday – Friday, 7:00AM – 3:00PM
 - 1390 Willow Road, Winnetka, Illinois 60093

Bid Submittal

Vendor: WESCO

Address: 2401 INTERNATIONALE PKWY. WOODRIDGE, IL

Email: mbooggs@wesco.com

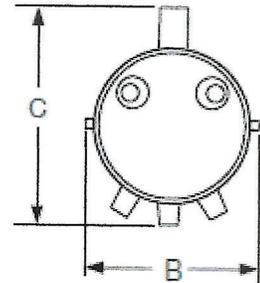
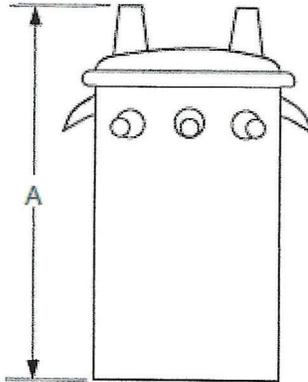
Phone: [REDACTED]

Transformer Manufacturer POWER PARTNERS

KVA Size	Bid Evaluation Quantity	Cost for Each Transformer	No Load Losses	Full Load Losses	Delivery Time (Weeks)
100	4	7,369⁰⁰	.181	.808	126 WKS

Dimensions (inches)

- A 50"
- B 25"
- C 30"





VILLAGE · OF · WINNETKA

Incorporated in 1869

MAY 4TH, 2022

**ADDENDUM NO. 1
REQUEST FOR BIDS
100KVA 240.120 SINGLE PHASE OVERHEAD TRANSFORMER
RFB #022-029
VILLAGE OF WINNETKA**

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

1. Will the Village consider Power Partners as an approved manufacturer?

The Village will permit the addition of Power Partners to the approved manufacturer list.

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

Anthony Vasquez
Assistant Finance Director

ACCEPTANCE

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

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

VILLAGE OF WINNETKA

By _____

Name: _____

Title: _____



Agenda Item Executive Summary

Title: Resolution No. R-66-22: Approving a Contract with Lakes and Rivers Contracting Inc. for the Repair of Pier Brace (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date:

05/17/2022

Consent:

YES

NO

Ordinance

Resolution

Bid Authorization/Award

Policy Direction

Informational Only

Item History:

Executive Summary:

The 2022 Electric Fund Budget contains funding for repairs to the Tower Road pier. One of the required repairs is to address a structural brace component in the southwest corner of the cooling pond containment structure.

The Village issued Request For Bid #022-027 for the repair of the pier brace. The bid was posted to the on-line bidding service Demand Star and sent to five companies. Bids were opened on May 5, 2022. One company, Lakes & Rivers Contracting Inc. submitted a bid for the repair work in the amount of \$32,500.

The scope of the work encompasses the replacement of a cracked diagonal steel bracing structural component. The contractor will be responsible to provide all equipment, labor and material for the removal of the damaged structural component and installation of the new bracing component.

The FY2022 Electric Fund budget contains \$500,000 (account #500.41.27-615) for the repair of the pier. Resolution No. R-66-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Lakes & Rivers Contracting Inc. for the repair of the pier brace in an amount not to exceed \$32,500.

Recommendation:

Consider adoption of Resolution No. R-66-22, approving a contract with Lakes And Rivers Contracting Inc. for the repair of a pier brace in an amount not to exceed \$32,500.

Attachments:

1. Resolution No. R-66-22: Approving a Contract with Lakes and Rivers Contracting Inc. for the Repair of Pier Brace

ATTACHMENT 1

RESOLUTION NO. R-66-2022

A RESOLUTION APPROVING A CONTRACT WITH LAKES AND RIVERS CONTRACTING INC. FOR THE REPAIR OF PIER BRACE

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

WHEREAS, on April 18, 2022, the Village issued Bid #022-027 (“*Request for Bids*”) for the repair of a pier brace (“*Repair*”); and

WHEREAS, the Village received one bid (“*Bid*”) to provide the Repair and opened the Bid on May 5, 2022; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Lakes and Rivers Contracting, Inc. of Lemont, Illinois (“*Contractor*”), is the lowest responsible bidder to provide the Repair; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the Repair in an amount not to exceed \$32,500.00 (“*Contract*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with 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 a form approved by the Village Manager.

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

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

[SIGNATURE PAGE FOLLOWS]

May 17, 2022

R-66-2022

ADOPTED this 17th day of May, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

Title: Ordinance No. M-10-2022: Sarah Dippold Interior Design Studio - 906 Green Bay Road Special Use Permit (Introduction/Adoption)

Presenter: David Schoon, Community Development Director

Agenda Date: 05/17/2022

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

Consent: YES NO

Item History:

None

Executive Summary:

On May 17, 2022, the Village Council is scheduled to consider Ordinance No. M-10-2022, in response to a special use permit application submitted by Sarah Dippold, of Sarah Dippold Interior Design Studio, (the “Applicant”), as the lessee of the property located at 906 Green Bay Road, Winnetka, IL (the “Subject Property”), to allow the existing interior design office to remain on the Subject Property. The Applicant currently occupies the Subject Property and had previously operated a home goods store with incidental design services, which is allowed by right in the C-2 District.

PLAN COMMISSION REVIEW

The Plan Commission (PC) considered the request at its regular meeting on April 27, 2022. After hearing from the Applicant, receiving two emails from the public, as well as a letter and several emails submitted by the Applicant in support of the request, the PC briefly discussed the request. The Commission found that the interior design studio meets the special use standards to allow the Applicant to continue to operate the existing interior design office and recommended, by a vote of 5-0, approval of the special use permit.

Details of the request can be found in the attached staff report to the PC (Attachment 2). Draft minutes of the PC meeting are included at the end of Attachment 2.

Recommendation:

Given the Plan Commission unanimously recommended approval of the requested special use, the Council may wish to (a) consider waiving introduction of Ordinance No. M-10-2022 and consider adoption of the Ordinance, OR (b) consider only introduction of Ordinance No. M-10-2022.

Attachments:

1. Ordinance No. M-10-2022: Granting a Special Use Permit for the Operation of an Interior Design Studio Within the C-2 Commercial Overlay District (906 Green Bay Road)
2. April 19, 2022, PC Staff Report and Attachments and Draft April 27, 2022, Plan Commission Meeting Minutes
3. Correspondence Submitted by Applicant

ATTACHMENT 1

ORDINANCE NO. M-10-2022

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE OPERATION OF AN INTERIOR DESIGN STUDIO WITHIN
THE C-2 COMMERCIAL OVERLAY DISTRICT OF THE VILLAGE
(906 Green Bay Road)**

WHEREAS, Sarah Dippold ("*Applicant*"), is the lessee of the property commonly known as 906 Green Bay Road, Winnetka, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Subject Property*"); and

WHEREAS, 906-908 Green Bay Road, LLC, is the record title owner of the Subject Property ("*Owner*"); and

WHEREAS, the Subject Property is located within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village (collectively, "*C-2 Commercial Overlay District*"); and

WHEREAS, Applicant previously operated a home goods store with incidental design services on the Subject Property, as is permitted by right in the C-2 Commercial Overlay District; and

WHEREAS, Applicant is no longer operating the retail component of her business, and desires to operate solely as an interior design studio at the Subject Property; and

WHEREAS, pursuant to Section 17.44.020 and the table of uses set forth in Section 17.46.010 of the Winnetka Zoning Ordinance ("*Zoning Ordinance*"), the operation of an interior design studio is not permitted within the C-2 Commercial Overlay District without a special use permit; and

WHEREAS, on January 17, 2022, Applicant filed an application for a special use permit pursuant to Section 17.44.020.B and Chapter 17.56 of the of the Zoning Ordinance to allow the operation of an interior design studio at the Subject Property ("*Special Use Permit*"); and

WHEREAS, Owner of the Subject Property has consented to the application for the Special Use Permit filed by Applicant; and

WHEREAS, on April 27, 2022, after due notice thereof, the Plan Commission conducted a public hearing on the proposed Special Use Permit and, by a vote of five in favor and zero opposed, recommended that the Village Council approve the Special Use Permit; and

WHEREAS, the Village Council has determined that approval of the proposed Special Use Permit for the operation of an interior design studio at the Subject Property satisfies the standards for the approval of special use permits within the C-2 Commercial Overlay District set forth in Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and is in the best interest of the Village and its residents;

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

May 17, 2022

M-10-2022

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

SECTION 2: SPECIAL USE PERMIT. Subject to, and contingent upon, the terms and conditions set forth in Section 3 of this Ordinance, the Special Use Permit is hereby granted, pursuant to Chapter 17.56 and Section 17.44.020.B of the Zoning Ordinance and the home rule powers of the Village, to allow the operation of the interior design studio by Applicant at the Subject Property within the C-2 Commercial Overlay District.

SECTION 3: CONDITIONS. The Special Use Permit granted by Section 2 of this Ordinance is subject to, and contingent upon, compliance by Applicant with the following conditions:

- A. **Compliance with Regulations.** The development, use, and maintenance of the Subject Property must comply at all times with all applicable Village codes and ordinances, as they have been or may be amended over time.
- B. **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, Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, of all fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, Applicant must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.
- C. **Compliance with Plans.** The development, use, and maintenance of the interior design studio at the Subject Property must be in general accordance with the Floor Plan submitted by Applicant, consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, except for minor changes and site work approved by the Director of Community Development (within the Director's permitting authority) in accordance with all applicable Village codes, ordinances, and standards.

SECTION 4: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Recording Division of the Cook County Clerk. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, Applicant, Owner, and each of their heirs, representatives, successors, and assigns.

SECTION 5: FAILURE TO COMPLY. Upon the failure or refusal of Applicant or Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the Special Use Permit granted in Section 2 of this Ordinance will, at the sole discretion of the Village Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Council may not so revoke the Special Use Permit granted in Section 2 of this Ordinance unless it first provides Applicant

with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Council. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the applicable zoning district and the applicable provisions of the Zoning Ordinance, as the same may be amended from time to time. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6: AMENDMENT OF SPECIAL USE PERMIT. Any amendments to the Special Use Permit granted in Section 2 of this Ordinance that may be requested by Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the Village Council in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. The filing by Applicant and Owner with the Village Clerk of an Unconditional Agreement and Consent in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event that Applicant and Owner do not file with the Village Clerk a fully executed copy of the unconditional agreement and consent described in Section 7.A.3 of this Ordinance within 60 days after the date of passage of this Ordinance by the Village Council, the Village Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this 17 day of May, 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: May 17, 2022

Passed and Approved: _____, 2022

EXHIBIT A

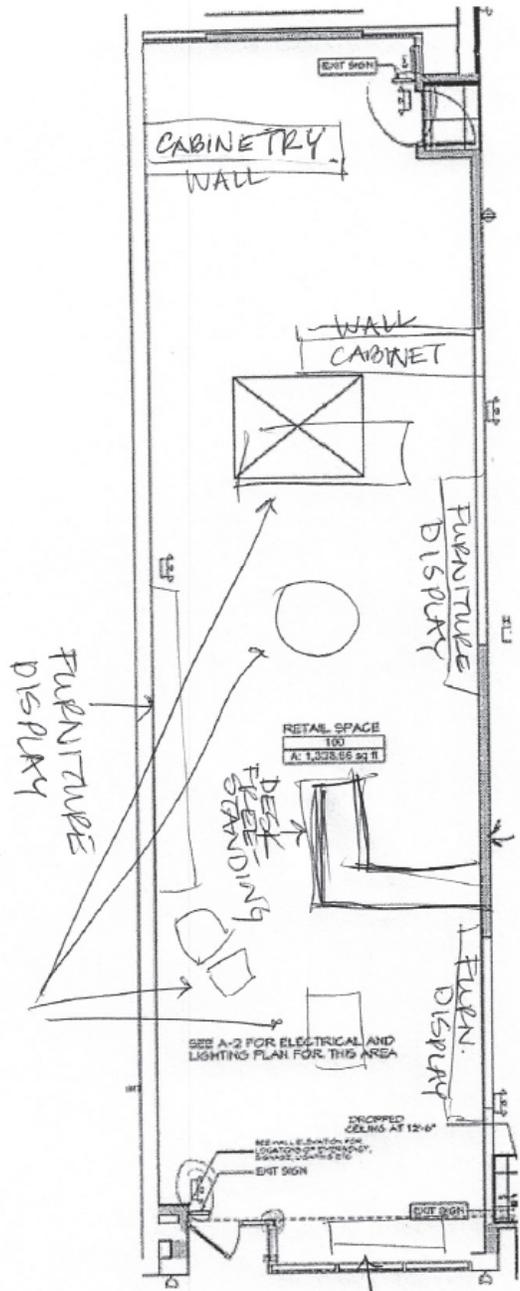
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 11 (Except the Southwesterly 16.00 Feet thereof) in Block 6 in Jared Gages Subdivision of part of the East Half of the Northwest Quarter of Fractional Section 17, Township 42 North, Range 13, also part of the East Half of the Southwest Quarter of Fractional Section 8, Township 42 North, Range 13, East of the Third Principal Meridian as recorded February 8, 1872 in Block 1, on Page 25, as Document Number 12837. Excepting the Westerly 16 Feet of Said Lot 11 Taken for Alley, in the Village of Winnetka, Cook County, Illinois.

Commonly known as 906-08 Green Bay Road, Winnetka, Illinois.

PIN: 05-17-122-009-0000

**EXHIBIT B
FLOOR PLAN**



FREE-STANDING
FURNITURE
THROUGHOUT

TURN & ART FOR
WINDOW DISPLAY

*
FLOOR PLAN TO
REMAIN THE SAME (FREE-STANDING FURNITURE MAY BE UPDATED FOR
NEW PIECES)

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Winnetka, Illinois ("*Village*");

WHEREAS, Sarah Dippold ("*Applicant*"), desires to operate an interior design studio located at 906 Green Bay Road in the Village ("*Subject Property*"); and

WHEREAS, 906-908 Green Bay Road, LLC ("*Owner*"), is the record title owner of the Subject Property and consents to the operation of an interior design studio by Applicant at the Subject Property; and

WHEREAS, Ordinance No. M-10-2022, adopted by the Village Council on _____, 2022 ("*Ordinance*"), grants a special use permit to Applicant for the operation of an interior design studio at the Subject Property within the C-2 General Retail Commercial District and the C-2 Commercial Overlay District of the Village; and

WHEREAS, Section 7 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until Applicant and Owner have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, Applicant and Owner do hereby agree and covenant as follows:

1. Applicant and Owner do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. Applicant and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. Applicant and Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's grant of a special use permit for the Subject Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure Applicant or Owner against damage or injury of any kind and at any time.

4. Applicant and Owner do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit for the Subject Property.

5. Applicant and Owner hereby agree to pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out-of-pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employees of the Village.

Dated: _____, 2022

ATTEST: **SARAH DIPPOLD**

By: _____ By: _____

Its: _____ Its: _____

ATTEST: **906-908 GREEN BAY ROAD, LLC**

By: _____ By: _____

Its: _____ Its: _____



MEMORANDUM
VILLAGE OF WINNETKA

COMMUNITY DEVELOPMENT DEPARTMENT

TO: PLAN COMMISSION
FROM: ANN KLAASSEN, SENIOR PLANNER
DATE: APRIL 19, 2022
SUBJECT: 906 GREEN BAY ROAD – SARAH DIPPOLD INTERIOR DESIGN STUDIO -
SPECIAL USE PERMIT (CASE NO. 22-16-SU)

INTRODUCTION

On April 27, 2022, the Plan Commission is scheduled to hold a public hearing to consider an application submitted by Sarah Dippold (the “Applicant”), as lessee of the property located at 906 Green Bay Road, Winnetka, IL (the “Subject Property”), **to allow the existing interior design office to remain on the Subject Property.** The property is currently owned by 906-908 Green Bay Road, LLC.

The Applicant has filed an application seeking approval of a Special Use Permit in accordance with Chapter 17.56 [Special Uses] of the Winnetka Zoning Ordinance to permit an interior design office in the C-2 General Retail Commercial Overlay District at the Subject Property. The Applicant currently occupies the Subject Property and had previously operated a home goods store with incidental design services, which is allowed by right in the C-2 District.

A sign has been posted on the Subject Property and a website notice has been posted on the Village website indicating the time and date of the Plan Commission public meeting. A mailed notice has been sent to property owners within 500 feet of the Subject Property. As of the date of this memo, staff has received two written comments from the public regarding this application. The comments are provided in Attachment B of this report.

PROPERTY DESCRIPTION

The Subject Property is one of the commercial spaces located in the building at 906-908 Green Bay Road, located on the west side of Green Bay Road between Tower Road and Gage Street. The Applicant has occupied the approximately 1,200 square foot space at 906 Green Bay Road since 2019. Neighboring businesses include *The Shade Store* and *balance in motion*, a Pilates studio located in the rear of the 906-908 Green Bay Road building. The adjacent building to the south is currently vacant and was most recently occupied by *Aaron Master Custom Tailor & Alterations* and *Omid Jewelry*. Figures 2 through 4 on the following pages identify the Subject Property and neighboring businesses.

The Subject Property is located within the Village’s **Commercial Overlay District**, which allows non-retail uses, such as interior design offices and professional uses; however, the Zoning Ordinance requires that they be evaluated by the Plan Commission and Village Council as a special use.



Figure 1 – Subject Property – 906 Green Bay Road



Figure 2 – Subject Property – 906 Green Bay Road



Figure 3 – Neighboring Business – The Shade Store



Figure 4 – Neighboring Vacant Building to South

COMMERCIAL OVERLAY DISTRICT BACKGROUND

The Overlay District was established in 1987 out of concern about the viability of the business districts as a whole if non-retail occupancies were allowed to proliferate and occupy significant areas within retail shopping districts. At the time of adoption there was a concern about the possible proliferation of real estate offices and financial institutions.

The Village Zoning Ordinance describes the purpose of the Overlay District and its restrictions on non-retail uses as being:

“to encourage retailing of comparison shopping goods and personal services compatible with such retailing on ground floor in order to encourage a clustering of such uses, to provide for a wide variety of retail shops and expose such shops to maximum foot traffic, while keeping such traffic in concentrated (yet well distinguished) channels throughout the district.”

Since its adoption in 1987, the Overlay District has been revised on more than one occasion to alter district boundaries, or to modify the types of uses which are permitted within each district. The most recent amendment occurred on April 4, 2019 when the Village Council adopted MC-01-2019, amending the Zoning Ordinance regarding uses and regulations in the three commercial districts, including amendments to the Overlay District and the standards used to evaluate a special use. The amendments went into effect on July 4, 2019. This request to allow an interior design office would have required a special use permit under the former zoning regulations. As previously noted, when the Applicant opened in 2019, she operated a home goods store, with incidental design services, which is allowed by right in the C-2 District.

HUBBARD WOODS BUSINESS DISTRICT OVERLAY BOUNDARIES

A map depicting the zoning classifications of the Hubbard Woods Business District is included on the following page as Figure 5. The Subject Property is highlighted yellow.

Gray areas indicate the underlying C-2 General Retail Commercial zoning, which permits by right a relatively broad array of uses, including various retail uses, along with a number of non-retail uses such as professional offices, financial service firms, medical offices and the like.

Red crosshatch areas represent those areas subject to the restrictions of the Commercial Overlay District. The boundaries of the Overlay District are established along certain public streets and extend for a depth of 50 feet from the front property line.

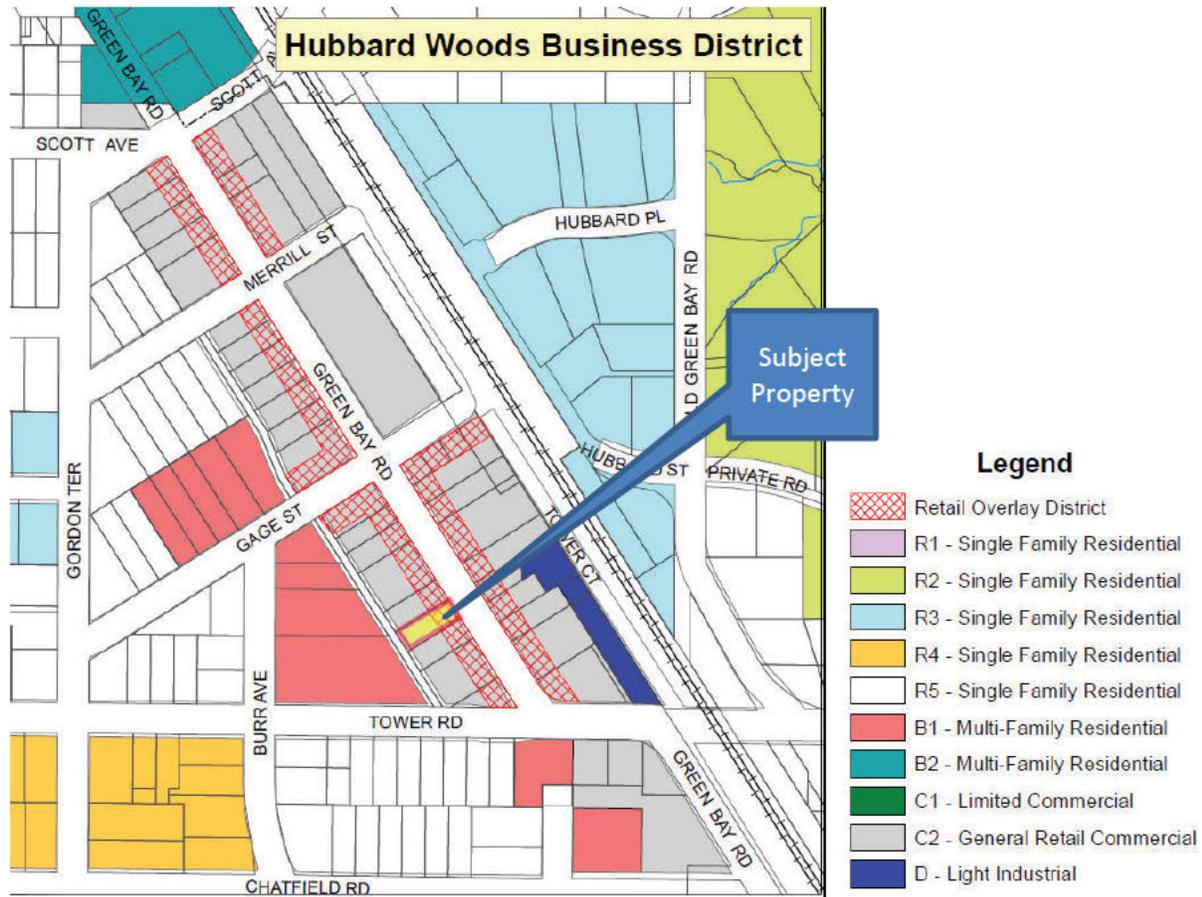


Figure 5 – Hubbard Woods Business District

DESCRIPTION OF REQUEST

As previously stated, the Applicant is proposing to maintain her current interior design office at the Subject Property, an approximately 1,200 square foot space with approximately 16.5 feet of street frontage. The Applicant anticipates one full-time employee and 1-2 independent contract employees that would work from the space one or two days a week. As described by the Applicant in the attached application materials (Attachment A), they have 1-2 client meetings a day in the studio, which last 1-2 hours. Meetings typically consist of 1-2 people, but there are times when there may be 3-4 attending a meeting. The meetings typically occur between 8:30am and 4:00pm. The Applicant will still be open by appointment for those who wish to shop the gallery of furniture and accessories.

The Applicant has provided a floor plan representing the layout of the space (Figure 6 on the following page). According to the Applicant, the window display will remain the same with only minor changes to the interior. Adding desks to the space is the primary change described by the Applicant, with the front of the space remaining the same with furniture and accessories on display.

In regard to parking, the Applicant is in the process of securing 1-2 parking spaces at the rear of the building, on the Subject Property. Employees would obtain and use the necessary Zone A Business Employee Parking Permit. Due to the fact the use is existing as well as the low amount of client and employee parking demand generated by the use, it was determined by staff that a parking study would not be necessary.

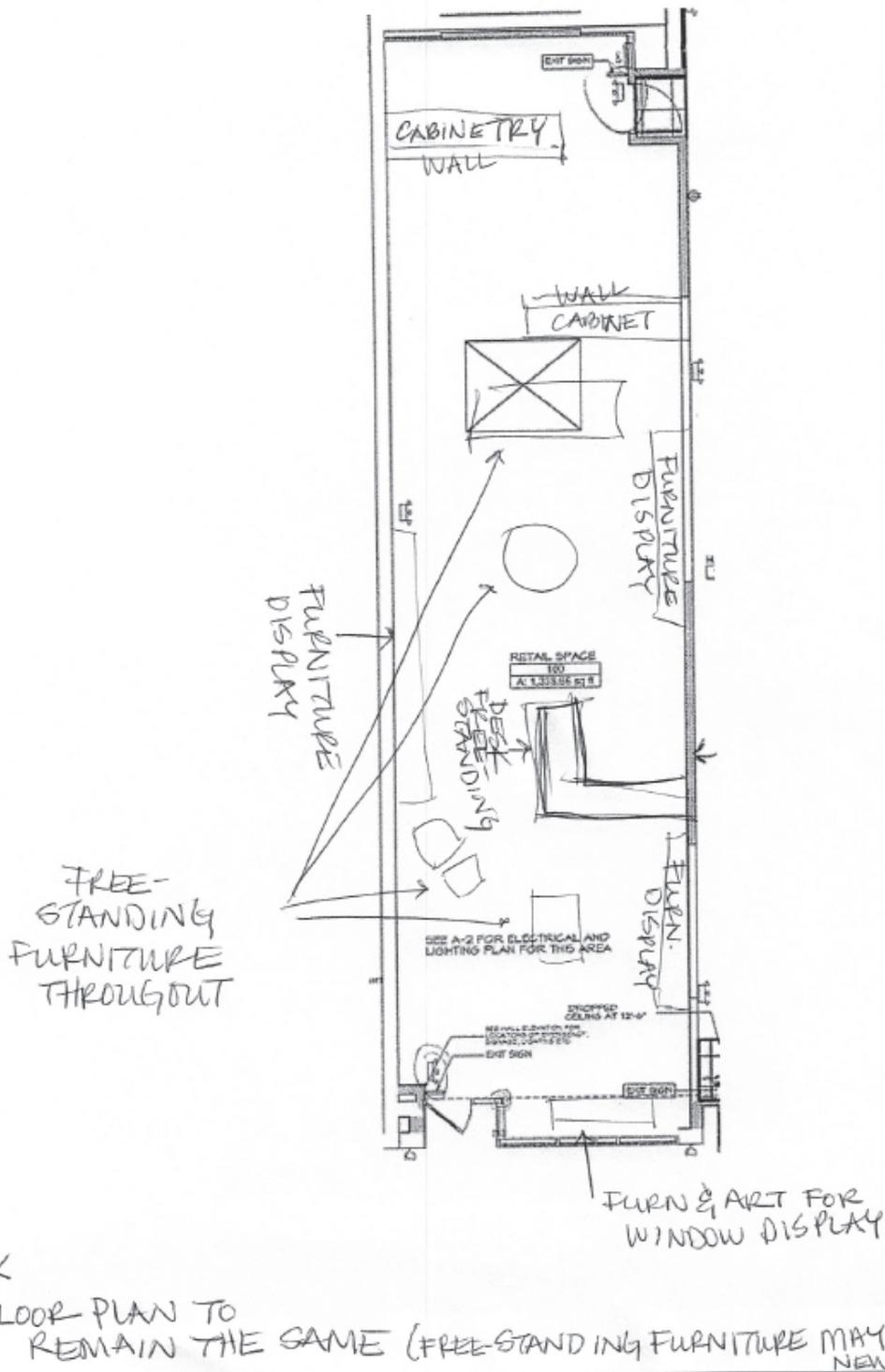


Figure 6 – Floor Plan

DESIGN REVIEW BOARD REVIEW

Any future changes to the exterior of the commercial space or the addition of signs or awnings to the front of the space will require approval of a certificate of appropriateness by the Design Review Board.

STANDARDS FOR REVIEW / FINDINGS

The “Purpose” section of Chapter 17.56, Special Uses, states the following regarding special uses:

It is recognized that there are special types of uses which because of their specific characteristics in relationship to uses permitted by right in a particular district, or the services which they provide, cannot be properly permitted by right in a particular district without consideration, in each case, of the impact of such uses upon neighboring land, or of the public need for such uses at a particular location.

A land use classified as a special use is an allowed land use as long as the Applicant can demonstrate that the proposed use in its proposed specific location meets the applicable standards for granting special use approval.

Section 17.44 of the Zoning Ordinance provides a series of twelve (12) standards for the evaluation of Special Use applications within the Commercial Overlay District, which provides a framework for evaluation by the Plan Commission. The Applicant has supplied as part of their application materials a narrative addressing how this proposal complies with the twelve (12) standards.

Following conclusion of public comment and Commission discussion, a Commission member may choose to make the following motion:

I make the motion that:

The Plan Commission recommends **approval [denial]** of the requested special use to allow the Applicant, Sarah Dippold, of Sarah Dippold Interior Design Studio, to continue to operate the existing interior design office at 906 Green Bay Road within the C-2 Commercial Overlay District, based on the following findings of fact:

“The interior design studio (the “Special Use”) is [is not] consistent with the Standards for granting of Special Use Permits in the Commercial Overlay District, which are as follows:

1. The establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare;
2. The Special Use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;
3. The establishment of Special Use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;
4. Adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;
5. Adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the Special Use exists or are to be provided;
6. The Special Use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;
7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;

8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;
9. The proposed special use at the proposed location will provide for display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;
10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;
11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintain typical and customary hours of operation; and
12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses."

The Commission's recommendation is subject to **no conditions [the following conditions]:**

1. [Insert conditions...]

As noted above, the Commission may also wish to consider if there are any additional conditions it may want to place on the facility's operation.

This request is subject to final approval by the Village Council.

ATTACHMENTS

Attachment A: Application Materials

Attachment B: Public Correspondence

ATTACHMENT A

Village of Winnetka
SPECIAL USE PERMIT - C2 COMMERCIAL OVERLAY APPLICATION

VILLAGE OF WINNETKA, ILLINOIS
DEPARTMENT OF COMMUNITY DEVELOPMENT

SPECIAL USE PERMIT APPLICATION
C-2 COMMERCIAL OVERLAY

Case No. 22-16-SU

Property Information

Site Address: 906 Green Bay Rd Winnetka, IL 60093
Proposed type of occupancy: Interior Design Studio

Applicant Information

Name: SARAH DIPPOLD
Address: [REDACTED]
City, State, ZIP: [REDACTED] IL 60022
Applicant Signature: [REDACTED]

Primary Contact: SARAH DIPPOLD
Phone No. 847-867-6446
Email: SARAH@SARAHDIPPOLD.COM
Date: 1/17/22

Attorney Information

Name: _____
Primary Contact: _____
Address: _____
City, State, ZIP: _____
Phone No. _____
Email: _____

Architect Information

Name: _____
Primary Contact: _____
Address: _____
City, State, Zip: _____
Phone No. _____
Email: _____

Property Owner Acknowledgment

I hereby certify that I am the owner of the property located at 906 Green Bay Rd and have provided the attached proof of ownership.
(address)

I consent to the filing of an application for a Special Use Permit by Sarah Dippold
(Applicant name)

Property Owner Signature: [REDACTED]

Date: 1/21/22

Printed Name: Dan Boris

Special Use Permit Summary

To whom it may concern,

I am seeking approval for a special use permit for my tenancy at 906 Green Bay Rd in Winnetka. I have recently discussed this with David Schoon. I intend to focus my business on interior design solely without a retail gallery component. Throughout the Covid pandemic, the gallery was closed and I was in communication with David and my landlord about this decision as well as my decision to focus solely on my interior design business. I also conveyed that I didn't see transitioning back to a retail gallery in the future. Although my primary business is interior design, I source beautiful ethnographic art as well as mineral and fossil specimens from around the world. The gallery is set up quite nicely and my window is an attractive display of furniture, accessories and art. My window display will remain the same, with the occasional updating of items on display in the window. I also do not plan to alter the interior much. We will be adding desks to the space, but the front of the space will remain the way it is with furniture, accessories art set up in a gallery style setting. My landlord, Hoffman and I would like to finalize a new long term lease. However, since I do not wish to have retail hours moving forward, I wanted to make sure that I could finalize this with the village before doing so. I will still be open by appointment if the public wishes to purchase décor. In fact, throughout covid, I accommodated several meetings with members of the public who wished to purchase items that they viewed through my windows!

David expressed in an email to me that additional information would be helpful for the Village to review along with my application materials.

He asked that I address some specific questions in an attempt to provide information regarding my business' demand for parking. I would like to note that I am working on securing 1-2 permanent parking spaces in the rear of the building with my landlord, Hoffman in my lease. This would be adequate parking for me and for my client. Any employees would be utilizing the paid lots, I believe lot A being the closest.

- 1) What will be the demand for parking, such as a description of how many clients I expect coming to the business on a daily basis
On a daily basis, I have 1-2 clients meeting in the studio.
- 2) How long is their visit
Meetings last between 1-2 hours
- 3) What would be the largest number of client's you would have in the space at one time
3-4 people as sometimes we will have the architect and or builder sit in on meetings
This is infrequent
Most often it is 1-2 people per meeting
- 4) Is there a particular time of day or week that you would have more clients visiting the business
This varies a great deal week to week.
Typically I will have 4-8 meetings a week in the studio any time between 8:30 am-4pm

When David and I spoke, he clarified that. I will not need to provide the village with a formal traffic study or parking study.

Thank you for your time reviewing my notes.

Best
Sarah

Special use permit standards C-2 commercial overlay application questions:

- 1. That the establishment, maintenance, and operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare;**
I can assure you that my business, Sarah Dippold Design, operating as a luxury interior design firm, will not endanger the public health, safety, comfort, morals or general welfare of the residents of Winnetka or surrounding communities. We love servicing our community and helping families elevate their living environments! Our process and daily activities as a design firm, is quiet and professional and does not interrupt those around us
- 2. That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity which are permitted by right in the district or districts of concern, nor substantially diminish or impair property values in the immediate vicinity;**
Our goal is to help our clients elevate their living environments, which in turn elevates their property value, and should hopefully elevate surrounding property values as well! Our clients come to meet with us in our studio, and shop with other local businesses in the area , which is not injurious but a great added value! They grab a coffee at towne & oak, shop with me at bedside manor, and love material possessions, vivid art gallery and many new shops and salons within the hubbard woods district!
- 3. That the establishment of the special use will not impede the normal and orderly development or improvement of other property in the immediate vicinity for uses permitted by right in the district or districts of concern;**
We will not be impacting the growth of any business in the immediate vicinity. Having our business located in Hubbard woods will hopefully play a small part in improving the area for other properties and businesses in the area!
- 4. That adequate measures have been or will be taken to provide ingress and egress in a manner which minimize pedestrian and vehicular traffic congestion in the public ways;**
The ingress and egress will not be changing from how I have been using the space for over 2 years, or how it been used by businesses before me. Our use will not be impacting pedestrian or vehicular traffic congestion.
- 5. That adequate parking, utilities, access roads, drainage, and other facilities necessary to the operation of the special use exists or are to be provided;**
We will have private parking in the rear of our building. Any additional parking needed for employees beyond the spaces we have in the rear of the building will be handled with purchased city stickers for the nearby parking lots. We will not be impacting utilities, access roads, drainage or other facilities in any way.
- 6. That the special use in all other respects conforms to the applicable regulations of this and other village ordinances and codes;**
Sarah Dippold Design has been operating out of this space for over 2 years and we have conformed to all applicable regulations and other village ordinances and codes. Now that we have decided to request a special use permit, we are working hard to submit everything needed, and conform to all regulations.

- 7. The proposed special use at the proposed location will encourage, facilitate and enhance the continuity, concentration, and pedestrian nature of the area in a manner similar to that of retail uses;**

Our clients are excited about the other businesses in Hubbard woods and they patronize so many of them on a regular basis! A visit to our studio for a meeting is almost always followed with lunch at Towne & Oak or Spirit Elephant, manicures or blow outs at local salons and visits to Bedside Manor and Material Possessions to name a few! Our 'out of state' clients, or clients coming to us from Chicago, Lake Forest and other suburbs, who don't get the chance to visit regularly, typically will make a day of exploring the many wonderful shops and dining in our Hubbard Woods District!

- 8. The location of the proposed special use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage;**

We will not be adding anything to the front sidewalks or walkways in front of our studio. Therefore we will not impede on our block's frontage.

- 9. The proposed special use at the proposed location will provide for active display windows, facades, signage and lighting similar in nature and compatible with that provided by retail uses;**

Yes! And, we have already been doing so for over 2 years! It is beneficial to us to keep our façade looking great, as we often sell things from calls looking in through our front windows!

- 10. If the proposed special use provides multi-use areas, such as retail merchandise areas, restaurant dining areas, general office space, private offices, reception areas, or employee work areas, any proposed retail merchandise area or restaurant dining area shall be concentrated and located immediately adjacent to the sidewalk and clearly visible from the street in such a fashion as to invite customers to browse or dine;**

We will maintain the beautiful gallery style layout that we have created in the front of our space, viewable through our windows. Although we do not wish to maintain retail hours, we have accepted appointments throughout the pandemic for the public to shop with us. We will maintain this gallery style environment, and continue to offer shopping by appointment.

- 11. If a proposed new building contemplates a mix of retail, office and service type uses, the minimum frontage for each retail use adjacent to the sidewalk shall be 20 feet with a minimum gross floor area of 400 square feet. In addition, such retail space shall be devoted to active retail merchandising which maintains typical and customary hours of operation; and**

We will no longer have a retail component to our business.

- 12. The proposed location and operation of the proposed special use shall not significantly diminish the availability of parking for district clientele wishing to patronize existing retail businesses.**

As noted in my summary provided, I am securing 1-2 permanent parking spaces in the rear of my building with my landlord, Hoffmann RE. This would be adequate parking for me and for my client. Employees would be utilizing the paid lots. Our meetings last 1-2 hours, so if my client's park on the street, they are usually out within the allowable timeframe to occupy a parking space on the street.

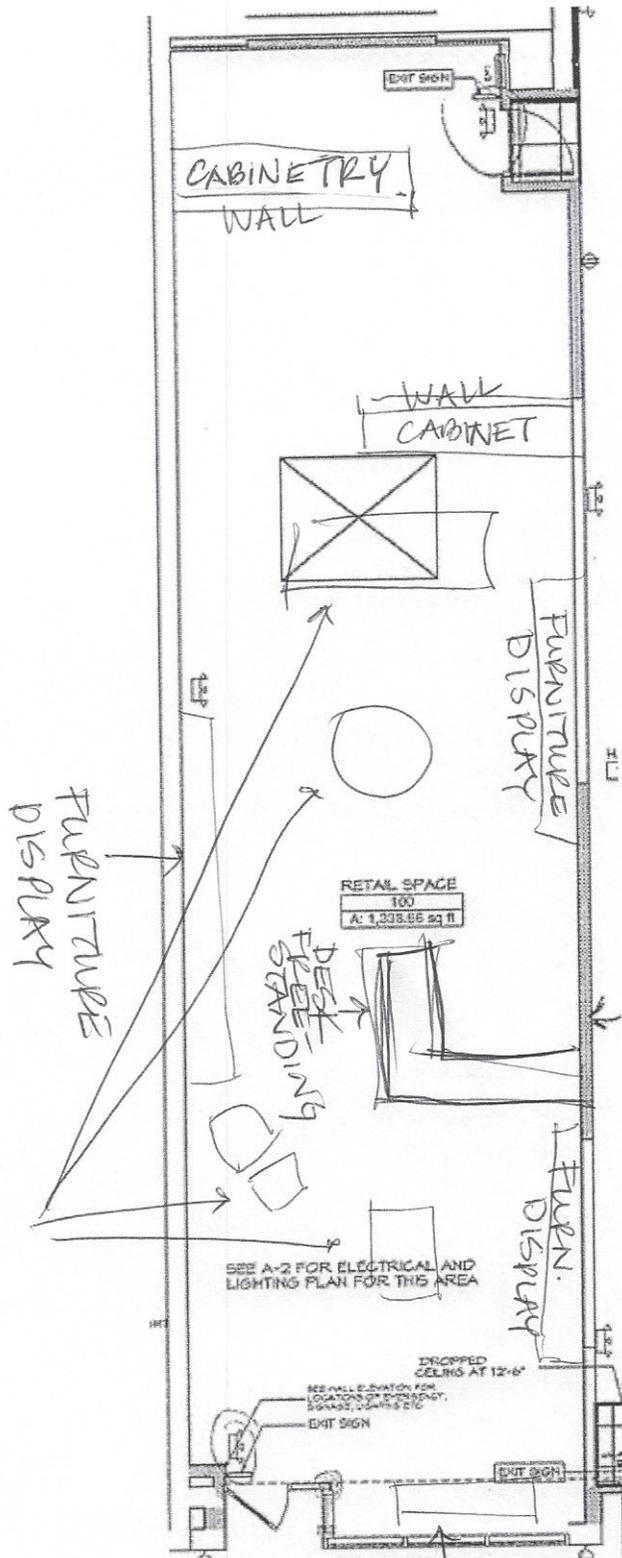
Additional notes per Ann Klaassen's request:

- 1. How many employees do you anticipate working in the space? It would be helpful to include this information in your written explanation and/or your responses to the standards.**

We anticipate one full time employee and 1-2 'independent contractor' individuals that will work from our space a few days a week.

- 2. Can you please verify the square footage of the space? The figure on the attached floor plan isn't legible**

IT is approximately 1200 square ft



FURNITURE
DISPLAY

FURNITURE
DISPLAY

FURN.
DISPLAY

FREE-
STANDING
FURNITURE
THROUGHOUT

FURN & ART FOR
WINDOW DISPLAY

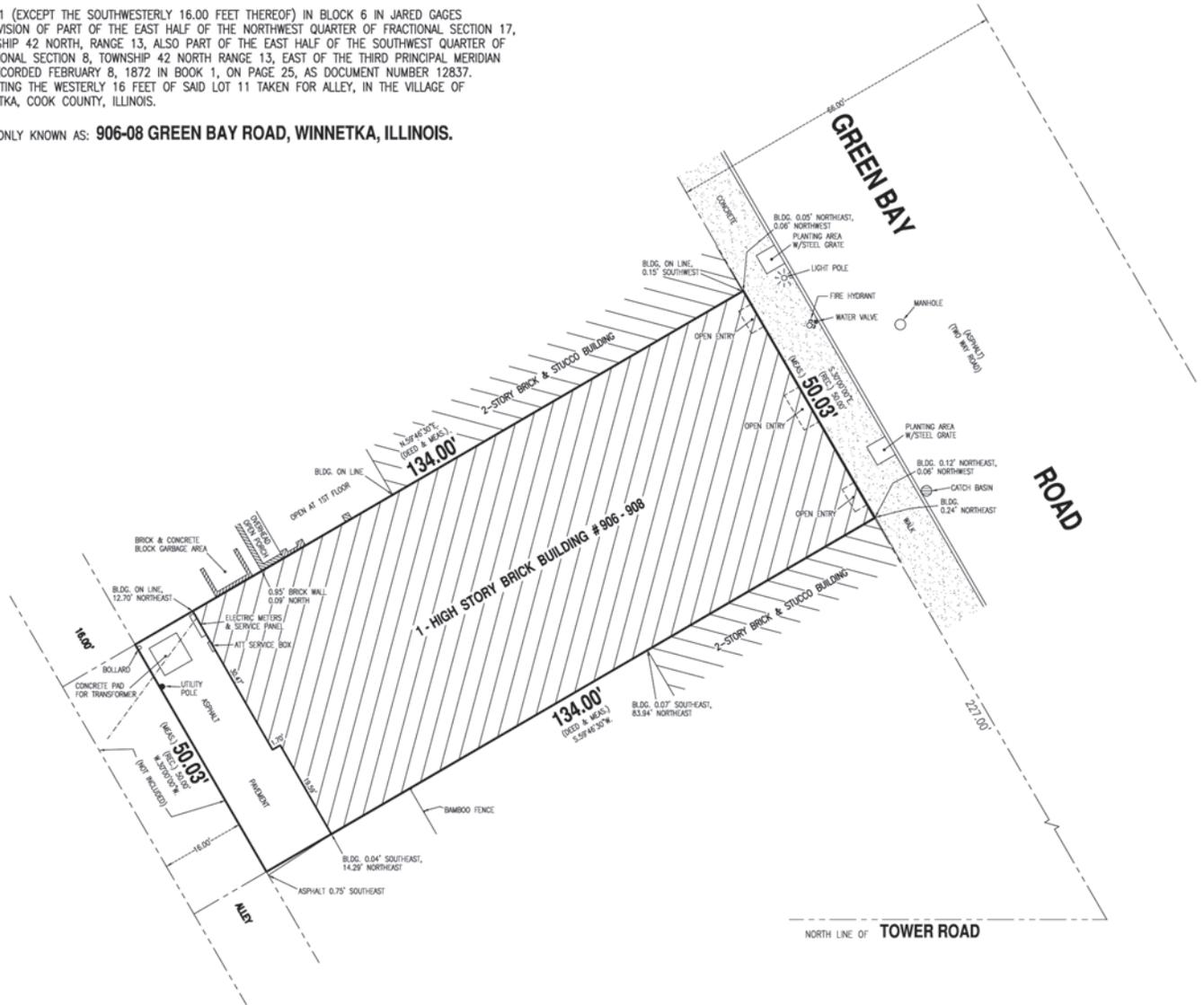
* FLOOR PLAN TO REMAIN THE SAME (FREE-STANDING FURNITURE MAY BE UPDATED FOR NEW PIECES)

ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION:

LOT 11 (EXCEPT THE SOUTHWESTERLY 16.00 FEET THEREOF) IN BLOCK 6 IN JARED GAGES SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, ALSO PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED FEBRUARY 8, 1872 IN BOOK 1, ON PAGE 25, AS DOCUMENT NUMBER 12837. EXCEPTING THE WESTERLY 16 FEET OF SAID LOT 11 TAKEN FOR ALLEY, IN THE VILLAGE OF WINNETKA, COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: **906-08 GREEN BAY ROAD, WINNETKA, ILLINOIS.**



SITE NOTES:

Area = 6,704 sq. ft.
Building Footprint = 6,041 sq. ft.

Bearings are assumed, based on the Westerly line of Green Bay Road being S.30°00'00"E.

Flood Zone Designation:
Per Flood Insurance Rate Map No. 17031C0251 J,
Effective date August 19, 2008.
The Surveyed Property is located in Zone "X", Area determined to be outside of the 0.2% annual chance floodplain.

Reference:

For matters of title we have relied on North American Title Company's Commitment for Title Insurance, File No. 15826-17-265144-IL, Effective Date September 21, 2017, for all recorded documents affecting the described parcels.

GENERAL NOTES:

All information provided to the surveyor is shown or noted herein.

Prior to excavation call toll free
J.U.L.I.E. 1-800-892-0123 (for suburban)

The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

Compare all points before building by same and report any discrepancy at once.

Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.

ALTA Table A Items not plotted:

- Item 16 - At the time of completion of field work, there was no observed evidence of current earth moving work, building construction or building additions.
- Item 17 - At the time of completion of field work, there were no proposed changes in street right of way lines or evidence of recent street or sidewalk construction.
- Item 18 - At the time of completion of field work, there were no wetland areas delineated by appropriate authorities.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

To

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 4, 7(a), 7(b)(1), 8, 14, 16, 17 and 18 of Table A thereof. The field work was completed on July 15, 2017.

Dated at Evanston, Ill., this _____ day of _____, A.D., 20____.

PRELIMINARY COPY

By: _____

Raymond R. Hansen
Illinois Professional Land Surveyor
License Number 035-000542, Expiration Date 11/30/18

B.H. SUHR & COMPANY, INC.	
R. R. HANSEN MEMBER I.P.L.S.A. N.S.P.S.	SURVEYORS ESTABLISHED 1911 840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM
LOCATION 906-08 GREEN BAY ROAD	EVANSTON, JULY 15, 20 17
ORDER No. 17-170	ORDERED BY: BRAUN INVESTMENT GROUP
RRI139 ©2017 B. H. Suhr & Company, Inc. All rights reserved.	

ATTACHMENT B

From: [Michael Kreuser](#)
To: [Planning](#)
Subject: Support for Sarah Dippold Design
Date: Monday, April 11, 2022 1:17:07 PM

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

Hello Ann & the planning team,

I hope this email finds you well! I just learned from Sarah Dippold that she is applying for a special use permit similar to Rebel House and wanted to take a moment to express RHID's support for the initiative.

We have absolutely loved being a member of the community these past two years and Sarah's presence was a big motivator in pursuing the opportunity. Between Sarah, Alex Kaehler's studio, Celeste Robbins' architecture firm, and, now our new design neighbor to the south - Robin Thomas; the design community is truly vibrant.

We believe by allowing businesses like ours to operate in the best possible state - as a design studio vs a retailer - we are better able to bring high net-worth individuals into the neighborhood for meetings and presentations, benefit the village with our sales as resellers, and support our neighboring restaurants and businesses with both our team's and clients' business.

I hope the planning commission will look kindly on Sarah's application. It feels as though we have great momentum as a community and her firm is an important piece in maintaining that positive energy.

Thank you for the opportunity to express our support!
Michael Kreuser

From: [Celeste Robbins](#)
To: [Planning](#); [Ann Klaassen](#)
Subject: 906 Green Bay Rd, Winnetka
Date: Thursday, April 14, 2022 7:15:24 PM

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

Hi,

I just want to express my support for the special use permit Sarah Dippold is filing for. Design businesses create a lot of vibrancy to the fabric of Hubbard Woods and I believe it will attract foot traffic to the neighboring businesses.

Thank you,

Celeste

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**WINNETKA PLAN COMMISSION
MEETING MINUTES
APRIL 27, 2022**

Members Present: Bridget Orsic, Chairperson
Matthew Bradley
Mamie Case
Chris Foley
Liz Kunkle

Non-voting Members Present: Kim Mancini

Members Absent: Jonathan Alt
Layla Danley
John Golan

Village Staff: David Schoon, Director of Community Development
Ann Klaassen, Senior Planner

Call to Order & Roll Call:

The meeting was called to order by Chairperson Orsic at 7:00 p.m. Mr. Schoon took roll call of the Commission Members present.

Public Comment.

No comments were made at this time.

Community Development Report.

Mr. Schoon stated there is no Community Development Report.

Case No. 22-16-SU: Sarah Dippold Interior Design Studio: An application for a special use permit submitted by Sarah Dippold, as the lessee of the property located at 906 Green Bay Road to allow the existing interior design office to remain in its current location, within the C-2 Commercial Overlay District. The property is currently owned by 906-906 Green Bay Road, LLC. The Village Council has final jurisdiction on this request.

Ms. Klaassen stated the request is for a special use permit to allow the existing interior design office to remain in its current location in the C-2 Retail Commercial Overlay District. She noted two emails were received by staff and are included in the agenda packet, as well as additional correspondence the applicant received today, which was distributed to the Commission by email and hard copies are provided on the dais. Ms. Klaassen identified the property's location and noted the applicant previously operated a home goods store that provided incidental design services, which is allowed by right in the C-2 District. She then referred to a map and identified the subject property and surrounding properties as well as the property's size and floor plan. Ms. Klaassen noted the interior changes to the space would consist of adding desks and that the window display would remain the same. She identified the amount of staff occupying the space and their schedule of meetings. Ms. Klaassen noted the applicant is also working with her landlord to acquire additional parking on-site, behind the building, and that employees will obtain and use the necessary Zone A Business Employee Parking Permits. She then stated the Commission is to consider whether the request is consistent with the 12 special use standards and after discussion and public comment, a Commission Member may make a motion to recommend approval or denial of the request with draft motions included on page nos. 7 and 8 of the staff report. Ms. Klaassen then asked if

1 there were any questions.

2
3 Chairperson Orsic asked if there were any questions and Mr. Bradley confirmed with staff that he is voting
4 on the request since it will not be going before the Zoning Board of Appeals. Chairperson Orsic then swore
5 in the applicant. Sarah Dippold read her statement into the record outlining her request and noting she
6 received over 20 letters in support. She informed the Commission that she, her employees and customers
7 patronize surrounding businesses and noted her intent is to focus her business on interior design with
8 customers being able to shop by appointment only. Ms. Dippold described how she maintained the
9 business through the pandemic and after remaining in the community and speaking with Mr. Schoon and
10 the landlord, she stated she would not be transitioning back to a traditional retail gallery with retail hours.
11 She stated she wanted confirmation from the Commission for approval before entering into another lease
12 agreement with the landlord. Ms. Dippold then stated she planned to secure additional parking and
13 addressed the number of employees, client meetings, meeting duration, hours and the location's square
14 footage. She also referred to the amount of tax revenue to be generated to the Village. She then read her
15 responses to the special use standards.

16
17 Chairperson Orsic asked if there were any questions. She asked about the number of hours Ms. Dippold
18 would spend in the store and Ms. Dippold explained the rationale behind the decision to not operate full
19 time due to the type of work they do. Mr. Bradley questioned whether the request met standard no. 10
20 and referred to customers coming to the store by appointment only and Ms. Dippold further explained
21 how she would meet with customers who needed project assistance. No additional questions were raised
22 at this time.

23
24 Chairperson Orsic then called the matter in for discussion. Ms. Case commented the applicant has been a
25 wonderful tenant and referred to the amount of foot traffic which would benefit other stores. She stated
26 the use fit the space and the unique area and she is in favor of the request referring to standard no. 7. Mr.
27 Foley agreed with Ms. Case's comments and stated the request fit with the unofficial Hubbard Woods
28 design area and described the 16-foot street frontage as difficult to deal with in terms of a retail use. He
29 added the applicant's written response to the standards helped and referred to the favorable public
30 comment. Mr. Foley also stated standard nos. 2, 3 and 8 have been met. Ms. Mancini agreed with the
31 comments made and referred to the Hubbard Woods' parking issues and described the foot traffic
32 generated by the existing use would be a benefit to the area. Mr. Bradley agreed with the comments
33 made and commented the proposal was well put together and made sense and is an existing use. He
34 stated he struggled with the request in connection with the Comprehensive Plan review process but
35 distinguished this store as being tethered into the design area while referring to standard no. 8 which
36 would be discussed in the special use concept in the Comprehensive Plan review process. Mr. Bradley
37 added all of the standards have been met and stated he is in favor of the request. Ms. Kunkle agreed with
38 the comments made and stated that the business related to the surrounding community while generating
39 foot traffic. Chairperson Orsic also agreed with the comments made and referred to the high-end clientele
40 patronizing the applicant.

41
42 Chairperson Orsic then asked for a motion. Mr. Bradley moved to recommend approval of the special use
43 as noted on page 7 of the staff report. The motion was seconded by Mr. Foley. A vote was taken and the
44 motion unanimously passed, 5 to 0:

45 AYES: Bradley, Case, Foley, Kunkle, Orsic

46 NAYS: None

47 NON-VOTING: Mancini

48 ***

ATTACHMENT 3

HOFFMANN

COMMERCIAL REAL ESTATE

12 April 2012

Dear Members of the Village Council,

Hoffmann Commercial Real Estate would like to provide our full support for the approval of a Special Use Permit for Sarah Dippold Design. Sarah has proven to be a valued tenant and a strong complimentary business for the surrounding Design District. She works with many residents throughout Winnetka, most recently overseeing the design and build-out of Hometown Coffee which has become a fantastic meeting spot for the village. We hope to have her at 906 Green Bay Road for many years to come and firmly believe she will continue to be an asset for Hubbard Woods.

Sincerely,



Greg Hoffmann
Chief Executive Officer
Hoffmann Commercial Real Estate

825 Green Bay Road, Suite 100, Wilmette, IL 60091

P: 847.512.3180 · F: 847.512.3199

Sarah Dippold

From: Sarah Dippold
Sent: Monday, April 11, 2022 12:34 PM
To: Sarah Dippold
Cc: Meg Carroll; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Sarah Dippold; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Viviana Marin; Cindy Fuller; Donna; [REDACTED] [REDACTED] Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue Jacoby; Jessica McDermott; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; nancy@henrysheroesfoundation.org; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; [REDACTED] scott@pedagowinnetka.com; laura@archglow.com; robin@robinthomasdesign.com; bpetrie@theshadestore.com; Cynthia Burr; Paula Farwell
Subject: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hello Hubbard Woods Neighbors,

I wanted to reach out to inform you personally about my intention to seek a special use permit which will allow my business to function solely as an interior design studio.

This change will not affect the look of my studio from the street, but will change the retail hours that the village asks us to keep as a retail gallery.

On Wednesday, April 27th, I will be addressing the Village, seeking approval for this special use permit.

I am asking for your support by way of a quick emailed response in favor, that I would be able to share with the village.

I have absolutely loved being a member of the Hubbard Woods community for 3 years, and I intend to stay for many years to come!

My client's and I shop and eat and engage with many of you on a regular basis!

With that said, the pandemic changed my outlook on how I'd like to function within my space.

I have been slowly moving my day to day activities back from my home office (where I moved most of my work to during the pandemic to be closer to my kids) to my studio in Hubbard Woods.

But, without the special use permit, I won't be able to operate from this space in a manner that is most efficient for my business.

Therefore, I am seeking this special use permit and your support!

I feel that my business is a catalyst for commerce (as referenced by a resource at the Village of Winnetka) and that we bring a valuable addition to our Hubbard Woods Design District and the community as a whole.

If you have time, and would like to join us at the village council meeting in person, your support would mean so much to me! I know that it would greatly impact the village council as well.

If you let me know, I can make sure to get you more info about the timeline once I receive it that week.

Your support would mean a great deal to me and I hope to hear from you!

Thank you for taking the time to read my email and for considering your offering of support.

Best,
Sarah Dippold

DIPPOLD

Sarah Dippold Design

Interior Design | Design Gallery

906 Green Bay Rd. Winnetka, IL 60093

847-867-6446

www.sarahdippold.com

Sarah Dippold

From: Michael Kreuser <mk@rebelhousedesign.com>
Sent: Monday, April 11, 2022 1:16 PM
To: Planning@winnetka.org
Subject: Support for Sarah Dippold Design

Hello Ann & the planning team,

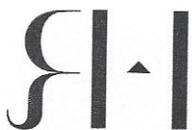
I hope this email finds you well! I just learned from Sarah Dippold that she is applying for a special use permit similar to Rebel House and wanted to take a moment to express RHID's support for the initiative.

We have absolutely loved being a member of the community these past two years and Sarah's presence was a big motivator in pursuing the opportunity. Between Sarah, Alex Kaehler's studio, Celeste Robbins' architecture firm, and, now our new design neighbor to the south - Robin Thomas; the design community is truly vibrant.

We believe by allowing businesses like ours to operate in the best possible state - as a design studio vs a retailer - we are better able to bring high net-worth individuals into the neighborhood for meetings and presentations, benefit the village with our sales as resellers, and support our neighboring restaurants and businesses with both our team's and clients' business.

I hope the planning commission will look kindly on Sarah's application. It feels as though we have great momentum as a community and her firm is an important piece in maintaining that positive energy.

Thank you for the opportunity to express our support!
Michael Kreuser



MICHAEL KREUSER
Rebel House LLC
O: (773) 661-9661
rebelhousedesign.com

Follow us on Instagram! [@rebelhousedesign](https://www.instagram.com/rebelhousedesign)

Sarah Dippold

From: Alexandra Kaehler <alex@alexandrakaehler.com>
Sent: Monday, April 11, 2022 12:40 PM
To: Sarah Dippold
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,

I'm sorry to hear they are making you go through this process. I went through it a couple years ago and was so disappointed in the craziness they put us through, just to occupy a space in such a (previously) dead area of town!

I am so happy to continue to build the design district and hope you will stay in the area.

Best,
Alex

On Mon, Apr 11, 2022 at 12:34 PM Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

I wanted to reach out to inform you personally about my intention to seek a special use permit which will allow my business to function solely as an interior design studio.

This change will not affect the look of my studio from the street, but will change the retail hours that the village asks us to keep as a retail gallery.

On Wednesday, April 27th, I will be addressing the Village, seeking approval for this special use permit.

I am asking for your support by way of a quick emailed response in favor, that I would be able to share with the village.

I have absolutely loved being a member of the Hubbard Woods community for 3 years, and I intend to stay for many years to come!

My client's and I shop and eat and engage with many of you on a regular basis!

With that said, the pandemic changed my outlook on how I'd like to function within my space.

I have been slowly moving my day to day activities back from my home office (where I moved most of my work to during the pandemic to be closer to my kids) to my studio in Hubbard Woods.

Sarah Dippold

From: Matt Halack <matt@gratefulbitespizza.com>
Sent: Tuesday, April 12, 2022 6:24 AM
To: Sarah Dippold
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Fine by us. Good luck.

Gratefully,
Matt Halack

Grateful Bites, LLC
www.gratefulbites.com
773/ 419-0986



Like us on Facebook!

On Apr 11, 2022, at 12:35 PM, Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

I wanted to reach out to inform you personally about my intention to seek a special use permit which will allow my business to function solely as an interior design studio. This change will not affect the look of my studio from the street, but will change the retail hours that the village asks us to keep as a retail gallery.

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I have been slowly moving my day to day activities back from my home office (where I moved most of my work to during the pandemic to be closer to my kids) to my studio in Hubbard Woods.

But, without the special use permit, I won't be able to operate from this space in a manner that is most efficient for my business.

Therefore, I am seeking this special use permit and your support!

Sarah Dippold

From: Cynthia Burr <cynthiaburr@vividartgallery.net>
Sent: Tuesday, April 12, 2022 11:26 AM
To: Sarah Dippold
Cc: Meg Carroll; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Viviana Marin; Cindy Fuller; Donna; Dorothy @ Bick's; Rare Finds Ltd.; Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; Nancy lida; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; scott@pedagowinnetka.com; laura@archglow.com; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,

Thanks for the update, and happy to support you in your request for a special use permit! You've been an active participant in the neighborhood since you opened, participating in our group ad in Luxe, working on an updated logo for that venue, and contributing financially and creatively to the new HWDD website. We are happy to have your beautiful storefront improving our streetscape and your clients shopping and dining in the area. I think it is in all of our best interests that you are receive a special use permit.

I will try to attend the April 27th meeting.

Best,
Cynthia

Cynthia Burr
Owner, Vivid Art Gallery
895 Green Bay Road
Winnetka, IL 60093

p: 224 505-5961
cynthiaburr@vividartgallery.net
www.vividartgallery.net

On Apr 11, 2022, at 12:33 PM, Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

Sarah Dippold

From: Nancy Iida-Henry's HEROES <nancy@henrysheroesfoundation.org>
Sent: Tuesday, April 12, 2022 12:21 PM
To: Sarah Dippold
Subject: RE: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,

I am sorry but will be traveling out of the country and will not be able to support.

I hope they give you some consideration!

Good luck!

Nancy

From: Cynthia Burr <cynthiaburr@vividartgallery.net>
Sent: Tuesday, April 12, 2022 11:26 AM
To: Sarah Dippold <sarah@sarahdippold.com>
Cc: Meg Carroll <[REDACTED]>; Peggy Swartchild <peggy@materialpossessions.com>; Rita Baggio <rita@benvenutiandstein.com>; Celeste Robbins <celeste@robbins-architecture.com>; Jessica McDermott <jessica@materialpossessions.com>; Barry Petrie <bpetrie@theshadestore.com>; Alexandra Kaehler <alex@alexandrakaehler.com>; Michael Kreuser <interiors@rebelhousedesign.com>; Mike Cao <mikecao@casaspazio.com>; David Rogers <david.rogers@munder-skiles.com>; Robin Thomas <robin@robinthomasdesign.com>; Michael Carroll <[REDACTED]>; winnie@benvenutiandstein.com; Gayle Cohen <gayle@materialpossessions.com>; Viviana Marin <viviana@bellableubridal.com>; Cindy Fuller <[REDACTED]>; Donna <[REDACTED]>; Dorothy @ Bick's <[REDACTED]>; Rare Finds Ltd. <[REDACTED]>; Chicago Boudoir <liz@chicago-boudoir.com>; Pam <pam@greenbaycycles.com>; Glenn Deutsch <glenn@lotno2.com>; Matt Halack <matt@gratefulbitespizza.com>; Jane D'Angelo <[REDACTED]>; Sue Jacoby <[REDACTED]>; Randi Lamb <[REDACTED]>; Paul Rehder <Paul@paulrehder.com>; Keith Franson <keith@phototronics.net>; Winnetka Graeter's <winnetka@graeters.com>; Mary O'Gara <[REDACTED]>; Lucie Phillips <[REDACTED]>; Susan Underwood <[REDACTED]>; Sally Wille <[REDACTED]>; Steve <steve@bellows.com>; Jessica Dietrich <[REDACTED]>; Elaina Vazquez <elaina@boutiquebites.com>; Carla Young <cyyoung@wildthingrestaurants.com>; Liz Dechant <ldechant@winnetka.org>; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona <[REDACTED]>; Scott <scottr@pedegowinnetka.com>; Carla <[REDACTED]>; Karen Kikos <karen@kmlux.com>; Vivian Arpino <[REDACTED]>; Terry Dason <director@winnetkanorthfieldchamber.com>; [REDACTED]; karen@kmlux.com; Nancy Iida-Henry's HEROES <nancy@henrysheroesfoundation.org>; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; scott@pedagowinnetka.com; laura@archglow.com; Paula Farwell <[REDACTED]>
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,

Thanks for the update, and happy to support you in your request for a special use permit! You've been an active participant in the neighborhood since you opened, participating in our group ad in Luxe, working on an updated logo for that venue, and contributing financially and creatively to the new HWDD website. We are happy to have your beautiful storefront improving our streetscape and your clients shopping and dining in the area. I think it is in all of our best interests that you are receive a special use permit.

Sarah Dippold

From: Mike Cao <mikecao@casaspazio.com>
Sent: Tuesday, April 12, 2022 12:34 PM
To: Cynthia Burr
Cc: Sarah Dippold; Meg Carroll; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Viviana Marin; Cindy Fuller; Donna; Dorothy @ Bick's; Rare Finds Ltd.; Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; Nancy lida; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; scott@pedagowinnetka.com; laura@archglow.com; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,
Casa Spazio supports you too.
Thanks!
Mike

On Tue, Apr 12, 2022 at 11:26 AM Cynthia Burr <cynthiaburr@vividartgallery.net> wrote:

Hi Sarah,

Thanks for the update, and happy to support you in your request for a special use permit! You've been an active participant in the neighborhood since you opened, participating in our group ad in Luxe, working on an updated logo for that venue, and contributing financially and creatively to the new HWDD website. We are happy to have your beautiful storefront improving our streetscape and your clients shopping and dining in the area. I think it is in all of our best interests that you are receive a special use permit.

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Best,
Cynthia

Cynthia Burr
Owner, Vivid Art Gallery
895 Green Bay Road
Winnetka, IL 60093

p: 224 505-5961
cynthiaburr@vividartgallery.net
www.vividartgallery.net

Sarah Dippold

From: rita . <rita@benvenutiandstein.com>
Sent: Tuesday, April 12, 2022 12:40 PM
To: Cynthia Burr; Mike Cao
Cc: Sarah Dippold; Meg Carroll; Peggy Swartzchild; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Viviana Marin; Cindy Fuller; Donna; Dorothy @ Bick's; Rare Finds Ltd.; Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; Nancy Iida; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; scott@pedagowinnetka.com; laura@archglow.com; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah-You have our support!

Rita Baggio
Marketing Designer
rita@benvenutiandstein.com

On Tuesday, April 12, 2022, 12:34:23 PM CDT, Mike Cao <mikecao@casaspazio.com> wrote:

Hi Sarah,
Casa Spazio supports you too.
Thanks!
Mike

On Tue, Apr 12, 2022 at 11:26 AM Cynthia Burr <cynthiaburr@vividartgallery.net> wrote:
Hi Sarah,

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Cynthia

Cynthia Burr
Owner, Vivid Art Gallery
895 Green Bay Road
Winnetka, IL 60093

p: 224 505-5961
cynthiaburr@vividartgallery.net
www.vividartgallery.net

Sarah Dippold

From: Kathleen Carroll <kathleen@shopbedside.com>
Sent: Tuesday, April 12, 2022 2:21 PM
To: Sarah Dippold
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,

You have the Bedside support!

Best,
Kathleen

On Mon, Apr 11, 2022 at 12:34 PM Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

I wanted to reach out to inform you personally about my intention to seek a special use permit which will allow my business to function solely as an interior design studio.

This change will not affect the look of my studio from the street, but will change the retail hours that the village asks us to keep as a retail gallery.

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But, without the special use permit, I won't be able to operate from this space in a manner that is most efficient for my business.

Therefore, I am seeking this special use permit and your support!

Sarah Dippold

From: Bella Bleu Bridal <viviana@bellableubridal.com>
Sent: Tuesday, April 12, 2022 2:24 PM
To: Sarah Dippold
Cc: Meg Carroll; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Cindy Fuller; Donna; [REDACTED] Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue Jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; nancy@henrysheroesfoundation.org; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; [REDACTED] scott@pedagowinnetka.com; laura@archglow.com; robin@robinthomasdesign.com; bpetrie@theshadestore.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,

Bella Bleu Bridal is in favor!

All the best,
Viviana

BELLA BLEU
BRIDAL

viviana marin
owner, Bella Bleu Bridal
viviana@bellableubridal.com
www.bellableubridal.com



On Apr 11, 2022, at 12:34 PM, Sarah Dippold <sarah@sarahdippold.com> wrote:

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Sarah Dippold

From: Meg Carroll <[REDACTED]>
Sent: Tuesday, April 12, 2022 2:34 PM
To: Bella Bleu Bridal
Cc: Sarah Dippold; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Cindy Fuller; Donna; Dorothy @ Bick's; Fraida Aland @ Rare Finds; Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; Tanner Johnson; Gaby Galvez @ Mino's; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; Nancy lida; jessica@materialposessions.com; Kathleen Carroll; Dean Gray; Scott; laura archglow.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,

Bedside Manor Ltd is in full support!

Best,
Meg Carroll
Bedside Manor Ltd

On Tue, Apr 12, 2022 at 2:24 PM Bella Bleu Bridal <viviana@bellableubridal.com> wrote:
Hi Sarah,

Bella Bleu Bridal is in favor!

All the best,
Viviana

**BELLA BLEU
BRIDAL**

viviana marin
owner, Bella Bleu Bridal
viviana@bellableubridal.com
www.bellableubridal.com



On Apr 11, 2022, at 12:34 PM, Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

Sarah Dippold

From: Celeste Robbins <celeste@robbins-architecture.com>
Sent: Tuesday, April 12, 2022 3:04 PM
To: Meg Carroll; Bella Bleu Bridal
Cc: Sarah Dippold; Peggy Swartchild; Rita Baggio; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Cindy Fuller; Donna; Dorothy @ Bick's; Fraida Aland @ Rare Finds; Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; Tanner Johnson; Gaby Galvez @ Mino's; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; carla.alcemyandcloth@gmail.com; karen@kmlux.com; Nancy lida; jessica@materialposessions.com; Kathleen Carroll; Dean Gray; Scott; laura archglow.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Robbins Architecture too!!

RobbinsArchitecture
Phone 847-446-8001 ext 100 | Direct 847-443-0148

From: Meg Carroll <[REDACTED]>
Sent: Tuesday, April 12, 2022 3:34:05 PM
To: Bella Bleu Bridal <viviana@bellableubridal.com>
Cc: Sarah Dippold <sarah@sarahdippold.com>; Peggy Swartchild <peggy@materialposessions.com>; Rita Baggio <rita@benvenutiandstein.com>; Celeste Robbins <celeste@robbins-architecture.com>; Jessica McDermott <jessica@materialposessions.com>; Barry Petrie <bpetrie@theshadestore.com>; Alexandra Kaehler <alex@alexandrakaehler.com>; Michael Kreuser <interiors@rebelhousedesign.com>; Mike Cao <mikecao@casaspazio.com>; David Rogers <david.rogers@munder-skiles.com>; Robin Thomas <robin@robinthomasdesign.com>; Michael Carroll <[REDACTED]>; winnie@benvenutiandstein.com <winnie@benvenutiandstein.com>; Gayle Cohen <gayle@materialposessions.com>; Cindy Fuller <[REDACTED]>; Donna <[REDACTED]>; Dorothy @ Bick's <[REDACTED]>; Fraida Aland @ Rare Finds <[REDACTED]>; Chicago Boudoir <liz@chicago-boudoir.com>; Pam <pam@greenbaycycles.com>; Glenn Deutsch <glenn@lotno2.com>; Matt Halack <matt@gratefulbitespizza.com>; Jane D'Angelo <[REDACTED]>; Sue jacoby <[REDACTED]>; Randi Lamb <[REDACTED]>; Paul Rehder <Paul@paulrehder.com>; Keith Franson <keith@phototronics.net>; Winnetka Graeter's <winnetka@graeters.com>; Mary O'Gara <[REDACTED]>; Lucie Phillips <[REDACTED]>; Susan Underwood <[REDACTED]>; Sally Wille <[REDACTED]>; Steve <steve@bellows.com>; Jessica Dietrich <[REDACTED]>; Elaina Vazquez <elaina@boutiquebites.com>; Carla Young <cyyoung@wildthingrestaurants.com>; Liz Dechant <LDechant@winnetka.org>; Tanner Johnson <tjohnson@wildthingrestaurants.com>; Gaby Galvez @ Mino's <gaby@minositalian.com>; Fiona <[REDACTED]>; Scott <scottr@pedegowinnetka.com>; Carla <[REDACTED]>; Karen Kikos <karen@kmlux.com>; Vivian Arpino <[REDACTED]>; Terry Dason <director@winnetkanorthfieldchamber.com>; <[REDACTED]>; karen@kmlux.com <karen@kmlux.com>; Nancy lida <nancy@henrysheroesfoundation.org>; jessica@materialposessions.com <jessica@materialposessions.com>; Kathleen Carroll <kathleen@shopbedside.com>; Dean Gray <dean@shopbedside.com>; Scott <scott@pedagowinnetka.com>; laura archglow.com

Sarah Dippold

From: Jessica McDermott <jessica@materialpossessions.com>
Sent: Tuesday, April 12, 2022 3:35 PM
To: Sarah Dippold
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah, we are happy to continue to have you in the district as a Designer. Your clients have nothing but wonderful things to say about you and your services!!!
thanks, Jessica

On Mon, Apr 11, 2022 at 12:34 PM Sarah Dippold <sarah@sarahdippold.com> wrote:

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Therefore, I am seeking this special use permit and your support!

Sarah Dippold

From: Lucie <[REDACTED]>
Sent: Tuesday, April 12, 2022 4:37 PM
To: Meg Carroll
Cc: Bella Bleu Bridal; Sarah Dippold; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Cindy Fuller; Donna; [REDACTED] Fraida Aland @ Rare Finds; Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue Jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; Tanner Johnson; Gaby Galvez @ Mino's; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; Nancy Iida; jessica@materialposessions.com; Kathleen Carroll; Dean Gray; Scott; laura archglow.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Side Door Studio— in your corner 😊

Sent from my iPhone

On Apr 12, 2022, at 2:34 PM, Meg Carroll <[REDACTED]> wrote:

Hi Sarah,

Bedside Manor Ltd is in full support!

Best,
Meg Carroll
Bedside Manor Ltd

On Tue, Apr 12, 2022 at 2:24 PM Bella Bleu Bridal <viviana@bellableubridal.com> wrote:

Hi Sarah,

Bella Bleu Bridal is in favor!

All the best,
Viviana

BELLA BLEU
BRIDAL

viviana marin
owner, Bella Bleu Bridal
viviana@bellableubridal.com
www.bellableubridal.com



Sarah Dippold

From: Carla Levi <carla.alchemyandcloth@gmail.com>
Sent: Tuesday, April 12, 2022 4:42 PM
To: Lucie
Cc: Meg Carroll; Bella Bleu Bridal; Sarah Dippold; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Cindy Fuller; Donna; [REDACTED] Fraida Aland @ Rare Finds; Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; Tanner Johnson; Gaby Galvez @ Mino's; Fiona; Scott; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; Nancy Iida; jessica@materialposessions.com; Kathleen Carroll; Dean Gray; Scott; laura archglow.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Happy to support you Sarah..

Best of luck!

Carla
Alchemy and Cloth

On Tue, Apr 12, 2022 at 4:37 PM Lucie <[REDACTED]> wrote:
Side Door Studio— in your corner 😊

Sent from my iPhone

On Apr 12, 2022, at 2:34 PM, Meg Carroll <[REDACTED]> wrote:

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Meg Carroll
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On Tue, Apr 12, 2022 at 2:24 PM Bella Bleu Bridal <viviana@bellableubridal.com> wrote:
Hi Sarah,

Bella Bleu Bridal is in favor!

All the best,

Sarah Dippold

From: [REDACTED]
Sent: Tuesday, April 12, 2022 5:10 PM
To: Sarah Dippold
Cc: Meg Carroll; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Viviana Marin; Cindy Fuller; Donna; [REDACTED]; [REDACTED] Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue Jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Terry Dason; [REDACTED] karen@kmlux.com; nancy@henrysheroesfoundation.org; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; [REDACTED] scott@pedagowinnetka.com; laura@archglow.com; robin@robinthomasdesign.com; bpetrie@theshadestore.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,
BloOuts is happy to support you! Best of luck!

Vivian Arpino

Sent from my iPhone

On Apr 11, 2022, at 12:34 PM, Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

I wanted to reach out to inform you personally about my intention to seek a special use permit which will allow my business to function solely as an interior design studio. This change will not affect the look of my studio from the street, but will change the retail hours that the village asks us to keep as a retail gallery.

On Wednesday, April 27th, I will be addressing the Village, seeking approval for this special use permit.

I am asking for your support by way of a quick emailed response in favor, that I would be able to share with the village.

I have absolutely loved being a member of the Hubbard Woods community for 3 years, and I intend to stay for many years to come!

My client's and I shop and eat and engage with many of you on a regular basis!

With that said, the pandemic changed my outlook on how I'd like to function within my space.

I have been slowly moving my day to day activities back from my home office (where I moved most of my work to during the pandemic to be closer to my kids) to my studio in Hubbard Woods.

Sarah Dippold

From: Susan Jacoby <[REDACTED]>
Sent: Tuesday, April 12, 2022 5:59 PM
To: Vivian @ BloOuts
Cc: Sarah Dippold; Meg @ Bedside; Peggy @ Material Possessions; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle @ Material Possesions; Viviana Marin; [REDACTED] Donna @ Mattie M; [REDACTED] Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Randi Lamb; Paul Rehder; Keith @ Phototronics; Winnetka Graeter's; Mary Jo @ Side Door Studio/Gallery; Lucie Phillips; [REDACTED] Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Terry @ chamber; [REDACTED] karen@kmlux.com; nancy@henrysheroesfoundation.org; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; scott@pedagowinnetka.com; laura@archglow.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Totally support this!
Susan Jacoby Studio

On Apr 12, 2022, at 5:09 PM, [REDACTED] wrote:

Hi Sarah,
BloOuts is happy to support you! Best of luck!

Vivian Arpino

Sent from my iPhone

On Apr 11, 2022, at 12:34 PM, Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

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Sarah Dippold

From: David Rogers <david.rogers@Munder-skiles.com>
Sent: Tuesday, April 12, 2022 6:34 PM
To: Susan Jacoby; Vivian @ BloOuts
Cc: Sarah Dippold; Meg @ Bedside; Peggy @ Material Possessions; Rita Baggio; Celeste Robbins; Jessica McDermott; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle @ Material Possesions; Viviana Marin; [REDACTED] Donna @ Mattie M; [REDACTED] Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Randi Lamb; Paul Rehder; Keith @ Phototronics; Winnetka Graeter's; Mary Jo @ Side Door Studio/Gallery; Lucie Phillips; [REDACTED] Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Terry @ chamber; carla.alcemyandcloth@gmail.com; karen@kmlux.com; nancy@henrysheroesfoundation.org; jessica@materialposessions.com; kathleen@shopbedside.com; dean@shopbedside.com; scott@pedagowinnetka.com; laura@archglow.com; Cynthia Burr; Paula Farwell
Subject: RE: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Sarah,

You have Munder Skiles' support as well!

David Rogers
MUNDER – SKILES
911 Green Bay Road
Winnetka, IL 60093
www.Munder-Skiles.com
david.rogers@munder-skiles.com
Office: 847.716.7385
Cell/Whatsapp: 773.960.6111

Personal Zoom Meeting Link
<https://us02web.zoom.us/j/4967684527>

From: Susan Jacoby <[REDACTED]>
Sent: Tuesday, April 12, 2022 5:59 PM
To: Vivian @ BloOuts <[REDACTED]>
Cc: Sarah Dippold <sarah@sarahdippold.com>; Meg @ Bedside <[REDACTED]>; Peggy @ Material Possessions <peggy@materialpossessions.com>; Rita Baggio <rita@benvenutiandstein.com>; Celeste Robbins <celeste@robbins-architecture.com>; Jessica McDermott <jessica@materialpossessions.com>; Barry Petrie <bpetrie@theshadestore.com>; Alexandra Kaehler <Alex@alexandrakaehler.com>; Michael Kreuser <interiors@rebelhousedesign.com>; Mike Cao <mikecao@casaspazio.com>; David Rogers <david.rogers@Munder-skiles.com>; Robin Thomas <robin@robinthomasdesign.com>; Michael Carroll <[REDACTED]> winnie@benvenutiandstein.com; Gayle @ Material Possesions <gayle@materialpossessions.com>; Viviana Marin <viviana@bellableubridal.com>; [REDACTED] Donna @ Mattie M <[REDACTED]> [REDACTED] Chicago Boudoir <liz@chicago-boudoir.com>; Pam <pam@greenbaycycles.com>; Glenn Deutsch <glenn@lotno2.com>; Matt Halack <matt@gratefulbitespizza.com>; Jane D'Angelo <[REDACTED]>; Randi Lamb <[REDACTED]>; Paul Rehder <Paul@paulrehder.com>;

Sarah Dippold

From: Susan Underwood <[REDACTED]>
Sent: Wednesday, April 13, 2022 11:42 AM
To: Sarah Dippold
Cc: Meg Carroll; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Viviana Marin; Cindy Fuller; [REDACTED]; [REDACTED] Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue Jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Sally Wille; Steve; Jessica Dietrich; Elaina Vazquez; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; nancy@henrysheroesfoundation.org; jessica@materialpossessions.com; kathleen@shopbedside.com; dean@shopbedside.com; [REDACTED] scott@pedagowinnetka.com; laura@archglow.com; robin@robinthomasdesign.com; bpetrie@theshadestore.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Oil & Water Studio is happy to support you!

On Mon, Apr 11, 2022 at 12:34 PM Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

I wanted to reach out to inform you personally about my intention to seek a special use permit which will allow my business to function solely as an interior design studio.

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I am asking for your support by way of a quick emailed response in favor, that I would be able to share with the village.

I have absolutely loved being a member of the Hubbard Woods community for 3 years, and I intend to stay for many years to come!

My client's and I shop and eat and engage with many of you on a regular basis!

With that said, the pandemic changed my outlook on how I'd like to function within my space.

Sarah Dippold

From: Nancy Iida-Henry's HEROES <nancy@henrysheroesfoundation.org>
Sent: Wednesday, April 13, 2022 2:49 PM
To: Elaina Vazquez; Sarah Dippold
Cc: Meg Carroll; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Sarah Dippold; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Viviana Marin; Cindy Fuller; Donna; [REDACTED] Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue Jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; Nancy Iida-Henry's HEROES; jessica@materialpossessions.com; kathleen@shopbedside.com; dean@shopbedside.com; scott@pedagowinnetka.com; laura@archglow.com; Cynthia Burr; Paula Farwell
Subject: RE: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

HeARTstudio supports!

IF something written acceptable, advise, I will be traveling during that time.

Nancy

Nancy Iida

Henry's Heroes Foundation

www.henrysheroesfoundation.org

HeARTs Studio 964 Green Bay Road Winnetka

708.721.3906

"While you're here, make some noise...~ Nancy Iida

"More people live with Epilepsy than with autism spectrum disorders, Parkinson's disease, multiple sclerosis, and cerebral palsy - combined."

From: Elaina Vazquez <elaina@boutiquebites.com>

Sent: Wednesday, April 13, 2022 9:31 AM

To: Sarah Dippold <sarah@sarahdippold.com>

Cc: Meg Carroll <[REDACTED]>; Peggy Swartchild <peggy@materialpossessions.com>; Rita Baggio <rita@benvenutiandstein.com>; Celeste Robbins <celeste@robbins-architecture.com>; Jessica McDermott <jessica@materialpossessions.com>; Sarah Dippold <sarah@sarahdippold.com>; Barry Petrie <bpetrie@theshadestore.com>; Alexandra Kaehler <alex@alexandrakaehler.com>; Michael Kreuser <interiors@rebelhousedesign.com>; Mike Cao <mikecao@casaspazio.com>; David Rogers <david.rogers@munder-

Sarah Dippold

From: Elaina Vazquez <elaina@boutiquebites.com>
Sent: Wednesday, April 13, 2022 9:31 AM
To: Sarah Dippold
Cc: Meg Carroll; Peggy Swartchild; Rita Baggio; Celeste Robbins; Jessica McDermott; Sarah Dippold; Barry Petrie; Alexandra Kaehler; Michael Kreuser; Mike Cao; David Rogers; Robin Thomas; Michael Carroll; winnie@benvenutiandstein.com; Gayle Cohen; Viviana Marin; Cindy Fuller; Donna; [REDACTED] Chicago Boudoir; Pam; Glenn Deutsch; Matt Halack; Jane D'Angelo; Sue Jacoby; Randi Lamb; Paul Rehder; Keith Franson; Winnetka Graeter's; Mary O'Gara; Lucie Phillips; Susan Underwood; Sally Wille; Steve; Jessica Dietrich; Carla Young; Liz Dechant; tjohnson@wildthingrestaurants.com; gaby@minositalian.com; Fiona; Scott; Carla; Karen Kikos; Vivian Arpino; Terry Dason; [REDACTED] karen@kmlux.com; nancy@henrysheroesfoundation.org; jessica@materialpossessions.com; kathleen@shopbedside.com; dean@shopbedside.com; scott@pedagowinnetka.com; laura@archglow.com; Cynthia Burr; Paula Farwell
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

You have Towne & Oak's full support!

Best,
Elaina

TOWNE
& OAK

Elaina Vazquez
Founder & CEO

921 Green Bay Road
Winnetka, IL 60093
(224) 505-5384
towneandoak.com

From: Sarah Dippold <sarah@sarahdippold.com>
Date: Monday, April 11, 2022 at 12:35 PM
To: Sarah Dippold <sarah@sarahdippold.com>
Cc: Meg Carroll <[REDACTED]>, Peggy Swartchild <peggy@materialpossessions.com>, Rita Baggio <rita@benvenutiandstein.com>, Celeste Robbins <celeste@robbins-architecture.com>, Jessica McDermott <jessica@materialpossessions.com>, Sarah Dippold <sarah@sarahdippold.com>, Barry Petrie <bpetrie@theshadestore.com>, Alexandra Kaehler <alex@alexandrakaehler.com>, Michael Kreuser <interiors@rebelhousedesign.com>, Mike Cao <mikecao@casaspazio.com>, David Rogers <david.rogers@munder-skiles.com>, Robin Thomas <robin@robinthomasdesign.com>, Michael Carroll <[REDACTED]>, winnie@benvenutiandstein.com <winnie@benvenutiandstein.com>, Gayle Cohen <gayle@materialpossessions.com>, Viviana Marin <viviana@bellablebridal.com>, Cindy Fuller <[REDACTED]>, Donna <mattiemwinnetka@aol.com>, byyit@yahoo.com <[REDACTED]>

Sarah Dippold

From: Michael Kreuser <mk@rebelhousedesign.com>
Sent: Monday, April 11, 2022 12:59 PM
To: Sarah Dippold
Subject: Re: Sarah Dippold Design seeking a special use permit for 906 Green Bay Rd, Winnetka

Hi Sarah,

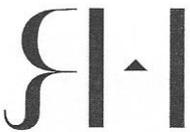
Good luck with the application! Rebel House will definitely send an email in support.

One note for the hearing - my understanding is that as long as your resale certificate is registered to your business address, all the sales tax you collect and pay benefits the village in the same way that a brick and mortar retailer would. Honestly, even better because whether the house you are working on is in the city, Hinsdale, or down the street - all of your in-state furniture sales go through your business address. I am not sure how much purchasing you do - but that did come up in our hearing, as well, and when the planning commission members heard they would still get credit for the sales tax we collect, they didn't really have much of an objection to our application.

I think one of their other concerns was parking. We've gotten Lot A passes to park in the surrounding lots to try to keep street parking available to shoppers.

Let me know if you want to hop on a quick call ahead of your meeting. I can tell you what I remember from it. Here is a [copy of the minutes](#), as well.

Again, good luck!
Michael



MICHAEL KREUSER
Rebel House LLC
O: (773) 661-9661
rebelhousedesign.com

Follow us on Instagram! [@rebelhousedesign](https://www.instagram.com/rebelhousedesign)

On Mon, Apr 11, 2022 at 12:34 PM Sarah Dippold <sarah@sarahdippold.com> wrote:

Hello Hubbard Woods Neighbors,

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This change will not affect the look of my studio from the street, but will change the retail hours that the village asks us to keep as a retail gallery.



Agenda Item Executive Summary

Title: Resolution No. R-59-2022: Approval of Street Rehab Program (Adoption)

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

Agenda Date: 05/17/22

Consent: YES NO

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

Item History:

The Annual Street Rehab Program total budget of \$2,946,150 is proposed to be paid from the following budget accounts:

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

Executive Summary:

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

The scope of the project has been slightly modified from the original list used to bid the project due to budgetary restrictions and changes in state regulations for the mandatory replacement of lead water service lines. The original bids include water main and road work on Cherry Street and Scott Avenue that have since been eliminated from this year’s program. More information on the new lead service replacement requirements is included in the attached agenda report.

On February 18, 2022, six sealed bids were opened, and the original and modified bid amounts have been summarized below:

Bidder	Original Bid	Modified Bid
Reliable Contracting & Equipment	Bid Non-Compliant	Bid Non-Compliant
A Lamp Concrete Contractor, Inc.	\$3,474,612.55	\$2,050,763.50
Copenhaver Construction, Inc.	\$3,497,577.40	\$2,166,409.20
Lenny Hoffman Excavating	\$3,957,966.00	\$2,544,598.80
Campanella and Sons	\$4,475,365.36	\$2,477,612.83
Berger	\$4,659,174.86	\$2,725,638.83

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

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

Executive Summary (continued):

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

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

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

Recommendation:

Consider adopting Resolution No. R-59-2022 approving a contract for the 2022 Street Rehabilitation and Public Improvement Program with A Lamp Concrete Contractors, Inc. in the amount not to exceed \$2,050,763.50.

Attachments:

1. Agenda Report
2. Copy of Bid Tabulation
3. Evaluation of modified bid excluding Cherry St and Scott Ave
4. Draft Lead Water Service Replacement Communication to Residents
5. Resolution No. R-59-2022

ATTACHMENT 1

Agenda Report

Subject: Resolution R-59-2022: 2022 Street Rehabilitation and Public Improvement Program

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

Date: May 17, 2022

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

<u>Street</u>	<u>Limits</u>	<u>Scope of Work</u>
<i>Sunview Lane</i>	<i>from Hibbard Road to West End</i>	<i>Water Main/Rehab</i>
<i>Locust Road</i>	<i>from Sunset Road to Mt Pleasant Rd</i>	<i>Water Main/Rehab</i>
<i>Merrill Street</i>	<i>from Gordon Terrace to Green Bay Rd</i>	<i>Water Main/Rehab</i>
<i>Gage Street</i>	<i>from Gordon Terrace to Green Bay Rd</i>	<i>Water Main/Rehab</i>
<i>Maple Street</i>	<i>from Ash St to Elm St</i>	<i>Resurfacing</i>
<i>Tower Road</i>	<i>from Forest Way Dr to Village Limits</i>	<i>Resurfacing</i>
<i>Tower/Hibbard Rd</i>	<i>intersection of Tower Road/Hibbard Road</i>	<i>Sidewalk Improvement</i>

Cherry Street, from Sheridan Road to Maple Street, and Scott Avenue, from Green Bay Road to Randolph Street, were originally included in the bid, but have been eliminated due to changes in state regulations for the mandatory replacement of lead water service lines. In addition to the regular street rehabilitation scope of work, this contract also includes the Village’s Hot Mix Asphalt and Portland Cement Concrete Patching Programs.

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

BID SUMMARY:

<u>Contractor</u>	<u>Original Bid</u>	<u>Modified Bid*</u>
Reliable Contracting & Equipment	Bid Non-Compliant	Bid Non-Compliant
A Lamp Concrete Contractor, Inc.	\$3,474,612.55	\$2,050,763.50
Copenhaver Construction, Inc.	\$3,497,577.40	\$2,166,409.20
Lenny Hoffman Excavating	\$3,957,966.00	\$2,544,598.80
Campanella and Sons	\$4,475,365.36	\$2,477,612.83
Berger	\$4,659,174.86	\$2,725,638.83
Final Engineers Estimate of Costs	\$3,475,556.88	\$2,065,049.48

*Modified Bid excludes proposed work on Cherry Street and Scott Ave.

BUDGET INFORMATION:

The FY 2022 Budget accounts are as follows:

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

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

PROJECT COSTS EVALUATION:

Staff developed the 2022 budget costs in August 2021 on a preliminary design and early estimated costs based on market conditions at that time. As the final Engineering was completed, the final estimated costs for the project increased. In addition, one emergent project was added. At the end of 2021, the Water & Electric Department responded to several main breaks on Locust Street between Sunset Road and Mt. Pleasant Road. Approximately 60 ft. of 10” water main was replaced on an emergency basis. The remaining 420 ft. of water main replacement and corresponding road rehabilitation were added to the scope of work for 2022.

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

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

IEPA NEW REQUIREMENTS FOR LEAD SERVICES EFFECTIVE JANURARY 1ST, 2022

The State of Illinois recently passed an act that requires the replacement and removal of all lead service lines in the State by 2067. This also means, as of January 1, 2022, when doing water main construction, the Village cannot reconnect existing lead service lines to the system. Partial replacements are no longer permitted except under certain emergency circumstances. Any lead service that is uncovered when installing new water main and reconnecting building services must be replaced in full, all the way into the foundation of the home.

Prior to the new State law, the Village’s policy for lead service lines encountered during a water main project was to replace the existing water service up to the b-box, which is placed at the lot line of the property. This policy does not comply with the new law and must be revised. Staff plans to have more detailed discussions with the Council in the near future to develop a long-term policy strategy, but in the interim, the Village must decide how to handle lead services encountered during this year’s street rehabilitation project so the program can proceed. Staff anticipates having a long term policy strategy ready for discussion during the FY 2023 budget process.

For this year, the Street Rehabilitation project has been modified in scope to complete those projects with a minimum number of lead water service lines encountered. The modified scope of work (Locust, Sunview, Gage, and Merrill) proposed will only require the full replacement of three lead services. In future years, the amount of lead services will be a factor when deciding what water mains are to be replaced, and how costs are to be incurred between property owners and the Village.

For this year, staff proposes an interim cost-share model for lead water service replacement on the four water main projects included in the annual street rehab program. This cost-share model is similar to the sanitary sewer back-up cost share program the Village implemented to assist property owners with the installation of overhead sanitary backflow prevention systems. Staff is proposing the Village would pay for 50% of the work.

Staff is proposing to offer property owners with a lead service three options: See Attachment 4 for a model communication to property owners.

Option 1: The Property owner could opt to use the Contractor's plumber, hired and contracted by the Village. If the property owner chooses this path, the coordination of the work and the plumber would be managed by the Village, Contractor, and property owner. The property owner would be required to pay the Village for their portion of the work (50%) prior to work commencing.

Option 2: The second option would be for the property owner to retain their own plumber. This would allow the property owner to shop around for prices, but also requires the owner to coordinate the work on their own. The property owner would be required to complete the work within 30-days of the Village installing the new water service from the watermain to the b-box. (Note: State law requires that any modified lead service be completely replaced within 30 days). In this scenario, the Village would reimburse the property owner for the Village's portion of the cost, 50% of the lesser amount of either the Village's contractor or the customer's contractor.

Option 3: The last option would be for the property owner to opt-out of the service upgrade completely. In this scenario, the property owner would be required to sign a waiver developed by the Department of Public Health. If the property owner opts-out of the water service upgrade, they would forfeit their chance to participate in the cost-share program. All of the water service replacement work from the b-box to the home would be paid for by the property owner at a later date.

For this work to be completed within the Street Rehabilitation contract, the contractor would be required to sub-contract this work with a licensed plumber. The anticipated cost share contribution from the Village would be added to the overall contract price. Staff has already asked the contractor to provide three quotes to determine approximately how much each service would cost; estimates provided range from about \$6,000-\$12,000 per service. Based on the preliminary estimates and assuming the Village pays for 50%, the cost of the water main replacement work for the proposed project scope would increase by \$27,236. This cost is included in the total contract price.

MODIFY SCOPE OF WORK

Although a smaller scope of work than originally proposed due to higher than anticipated bid costs and increased cost from the lead service line legislation, staff recommends to proceed with four projects (Merrill, Gage, Sunview, and Locust) and defer the proposed improvements on Cherry Street and Scott Ave. Both streets will instead be reprogrammed for a future year's budget. These two projects contain 51 known lead services which will present logistical and funding challenges requiring more time to address. The modified bid amounts listed on page 1 of this memo reflect the removal of Cherry Street and Scott Ave from the 2022 project list. Attached (Attachment 3) is an evaluation of the three lowest bidders comparing proposed bid results with the removal of Cherry Street and Scott from the contract.

CONTRACT DISCUSSION

Because the apparent low bidder (Reliable Contracting & Equipment) does not meet the contract requirements and Cherry Street and Scott Ave will be removed from the list of proposed projects in FY 2022, staff is recommending that the Village Council consider awarding the contract to the next lowest responsible bidder. The next lowest responsible bidder meeting the requirements of the contract and proposed scope of work is A Lamp Concrete Contractors, Inc. out of Schaumburg, Illinois with a proposed bid price of \$2,050,763.50.

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

Recommendation: Consider adopting Resolution R-59-2022 approving a contract for the 2022 Street Rehabilitation and Public Improvement Program with A Lamp Concrete Contractors, Inc. in the amount not to exceed **\$2,050,763.50**.

ATTACHMENT 2

NO	BOX ITEM	QUANTITY	ENGINEERS ESTIMATE OF COST			RELIABLE CONTRACTING & EQUIP			COPEHAEVER CONSTRUCTION INC			LAMP CONCRETE CONTRACTORS			LENNY HOFFMAN EXCAVATING			CAMPANELLA AND SONS			BERGER			
			UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EXCAVATION (SPECIAL)	60	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00	30.00	\$ 1,800.00
2	AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS	34	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00	110.00	\$ 3,740.00
3	HOT MIX ASPHALT SURFACE REMOVAL (MILLING)	28575	3.50	\$ 100,012.50	3.20	\$ 91,440.00	3.20	\$ 91,440.00	3.20	\$ 91,440.00	3.20	\$ 91,440.00	3.20	\$ 91,440.00	3.20	\$ 91,440.00	3.20	\$ 91,440.00	3.20	\$ 91,440.00	3.20	\$ 91,440.00	3.20	\$ 91,440.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX C/N50	3465	100.00	\$ 346,500.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00	99.00	\$ 343,035.00
5	HOT MIX ASPHALT PAVEMENT PATCHING - FULL DEPTH, 8" (VARIOUS LOCATIONS)	50	95.00	\$ 4,750.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00	97.00	\$ 4,850.00
6	HOT MIX ASPHALT PAVEMENT PATCHING - SURFACE, 2" (VARIOUS LOCATIONS)	623	40.00	\$ 24,920.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00	47.00	\$ 29,281.00
7	PAVEMENT PATCHING, CLASS D	875	44.00	\$ 38,520.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00	62.00	\$ 54,250.00
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	100	35.00	\$ 3,500.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00	42.00	\$ 4,200.00
9	SUBBASE GRANULAR MATERIAL, TYPE B	100	40.00	\$ 4,000.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00	35.00	\$ 3,500.00
10	HOT MIX ASPHALT DRIVEWAY REPLACEMENT & REPLACEMENT, 2"	650	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00	44.00	\$ 28,600.00
11	BITUMINOUS MATERIAL (PRIME COAT)	3510	0.30	\$ 1,053.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00
12	BITUMINOUS MATERIAL (SURFACE COAT)	3510	0.30	\$ 1,053.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00	0.10	\$ 351.00
13	PCC DRIVEWAY PAVEMENT REPLACEMENT, 6"	13745	9.00	\$ 123,705.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00	10.00	\$ 137,450.00
14	PCC DRIVEWAY PAVEMENT REPLACEMENT, 5"	875	78.00	\$ 68,190.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00
15	PCC DRIVEWAY PAVEMENT REPLACEMENT, 6"	875	78.00	\$ 68,190.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00
16	PCC DRIVEWAY PAVEMENT REPLACEMENT, 6"	875	78.00	\$ 68,190.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00
17	PCC DRIVEWAY PAVEMENT REPLACEMENT, 6"	875	78.00	\$ 68,190.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00	80.00	\$ 70,000.00
18	COMBINATION CONCRETE CURB & GUTTER	6030	25.00	\$ 15,075.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00
19	COMBINATION CONCRETE CURB & GUTTER	6030	25.00	\$ 15,075.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00
20	COMBINATION CONCRETE CURB & GUTTER	6030	25.00	\$ 15,075.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00	30.00	\$ 18,000.00
21	TERMOPLASTIC PAVEMENT MARKING-LINE 4" WHITE/YELLOW	2713	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40	0.80	\$ 2,170.40
22	TERMOPLASTIC PAVEMENT MARKING-LINE 4" WHITE/YELLOW	1891	1.00	\$ 1,891.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00	2.00	\$ 3,782.00
23	TERMOPLASTIC PAVEMENT MARKING-LINE 12" WHITE/YELLOW	369	1.95	\$ 717.45	4.00	\$ 1,560.00	4.00	\$ 1,560.00	4.00	\$ 1,560.00	4.00	\$ 1,560.00	4.00	\$ 1,560.00	4.00	\$ 1,560.00	4.00	\$ 1,560.00	4.00	\$ 1,560.00	4.00	\$ 1,560.00	4.00	\$ 1,560.00
24	TERMOPLASTIC PAVEMENT MARKING-LINE 24" WHITE/YELLOW	369	4.80	\$ 1,759.20	8.00	\$ 2,976.00	8.00	\$ 2,976.00	8.00	\$ 2,976.00	8.00	\$ 2,976.00	8.00	\$ 2,976.00	8.00	\$ 2,976.00	8.00	\$ 2,976.00	8.00	\$ 2,976.00	8.00	\$ 2,976.00	8.00	\$ 2,976.00
25	TERMOPLASTIC PAVEMENT MARKING-LETTERS & SYMBOLS	113	3.10	\$ 352.10	3.00	\$ 339.00	3.00	\$ 339.00	3.00	\$ 339.00	3.00	\$ 339.00	3.00	\$ 339.00	3.00	\$ 339.00	3.00	\$ 339.00	3.00	\$ 339.00	3.00	\$ 339.00	3.00	\$ 339.00
26	SANITARY MANHOLES, 18" DIA, REMOVE & REPLACE	4	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00
27	INLET TYPE MANHOLE CHIMNEY SEAL	4	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00	15.00	\$ 60.00
28	MANHOLES TYPE A, 4 DIA, TYPE 1 FRAME, CLOSED/OPEN LID	3	3,850.00	\$ 11,550.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00	3,200.00	\$ 9,600.00
29	MANHOLES TYPE D, 3 DIA, WITH FRAME & GRATE	8	3,700.00	\$ 29,600.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00	2,150.00	\$ 17,200.00
30	CATCH BASINS, TYPE D, 3 DIA, WITH FRAME & GRATE	1	1,650.00	\$ 1,650.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00
31	CATCH BASINS TO BE RECONSTRUCTED	10	400.00	\$ 4,000.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00	1,100.00	\$ 4,400.00
32	CATCH BASINS TO BE ADJUSTED	48	400.00	\$ 19,200.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00
33	CATCH BASINS TO BE ADJUSTED	48	400.00	\$ 19,200.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00
34	CATCH BASINS TO BE ADJUSTED	48	400.00	\$ 19,200.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00	950.00	\$ 45,600.00
35	STORM SEWERS, PVC SDR 26, 6"	150	25.00	\$ 3,750.00	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50
36	STORM SEWERS, PVC SDR 26, 6"	150	25.00	\$ 3,750.00	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00	\$ 3,712.50	24.750.00											



Lead Water Service Line Replacement

In August 2021, the Lead Service Line Replacement and Notification Act (415 ILCS 5/17.12) was signed into law. Effective January 1, 2022, this act requires the replacement of all lead service lines in the State of Illinois. When a service is repaired or upgraded, the entirety of the lead service must be replaced. Partial service replacements are no longer permitted. In addition, community water suppliers must establish an inventory of service line materials in their jurisdiction and create a long-term plan for the replacement of lead services.

As your home has been identified as having a lead water service line, the Village of Winnetka would like to work with you to replace it, should you choose to do so. As part of an upcoming water main replacement project, the Village will replace the water service leading up to your property line (the portion of the water service located on Village property) at no cost to you, but the lead service line on your property will need to be replaced by you within 30 days of this work.

For the service line on your property, the Village is offering the following options:

1. The Village contracts a plumber to replace the service on your property with your permission, at a cost of \$XX,000 of which the Village will pay 50% (\$X,000) of the cost of the work, and you will pay the remaining 50% (\$X,000).
2. You select your own plumber and agree to do the work within 30 days of the Village's service replacement leading up to your property line. The Village will reimburse up to 50% of the cost after you submit your receipt. The Village's reimbursement to you will not exceed 50% of the Village's estimate of the project's cost (\$X,000).
3. If you would not like to have your lead water service line replaced, you will need to sign a waiver to this effect.

For questions about this project, you may contact Brian Keys, Director of Water & Electric: bkeys@winnetka.org or 847-716-3556, or James Bernahl, Director of Engineering at jbernhahl@winnetka.org or 847-716-3261.

ATTACHMENT 5

RESOLUTION NO. R-59-2022

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

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

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

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

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

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

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

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

WHEREAS, the Village Council desires to enter into an agreement with Contractor for the Services in an amount not to exceed \$2,050,763.50 (“*Agreement*”); and

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

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

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

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

May 17, 2022

R-59-2022

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

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

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

ADOPTED this 17th day of May 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
AGREEMENT

VILLAGE OF WINNETKA
CONTRACT FOR THE CONSTRUCTION
OF 2022 STREET REHABILITATION

Contract Number: 022-013

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

Contract Number: 022-013

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

Contract Number: 022-013

In consideration of the mutual promises set forth below, the Village of Winnetka, 1390 Willow Road, Winnetka, Illinois, 60093 (“*Owner*”), and ALamp Concrete Contractors, Inc (“*Contractor*”), make this Contract as of May 17th, 2022, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

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

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

1.2 Commencement and Completion Dates

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

1.3 Required Submittals

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

B. Number and Format. Contractor must provide [*three*] complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

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

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

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

there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

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

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

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

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

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

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

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

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

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

4.3 Indemnification

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

ARTICLE V: PAYMENT

5.1 Contract Price

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

5.2 Taxes and Benefits

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

5.3 Progress Payments

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

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

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

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

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

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

5.6 Deductions

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

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

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

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

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

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

8. Owner may recover any damages suffered by Owner.

6.4 Owner’s Additional Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

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

7.4 Assignment

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

7.5 Confidential Information

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

7.6 No Waiver

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

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

Village of Winnetka 510 Green Bay Road Winnetka, IL 60093 Attention: Timothy Sloth	<u>with a copy to:</u> Elrod Friedman LLP 325 N LaSalle Street, Suite 450 Chicago, Illinois 60654 Attention: Peter M. Friedman
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Notices and communications to Contractor must be addressed to, and delivered at, the following address:

<u>Contractor Name:</u> <u>Contractor Address:</u> _____	<u>with a copy to:</u> _____ _____ _____
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The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

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

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

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

Village of Winnetka of _____

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

ALamp Concrete Contractors, Inc

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

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

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

DATED: _____, 20__.

ALamp Concrete Contractors, Inc

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

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

My Commission expires: _____

Notary Public

(SEAL)

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

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Work under this Contract shall consist of the installation water mains and rehabilitation of the existing pavements as mentioned in the plans. The work includes pavement milling and resurfacing, local base repair, with pavement excavation and reconstruction on noted streets, alleys, curb & gutter removal and replacement, sidewalk removal and replacement, driveway removal and replacement, removal and replacement of drainage structures, adjusting/replacing frames and grates/lids, rehabilitation and replacement of sanitary manholes, construction of new water main and replacement of water services (on noted street), and related collateral work. Also included under this contract are various other public improvements, including, but not limited to: HMA and PCC Pavement Patching; and Pavement Marking, all at various locations within the Village.

2. Work Site:

The work under this contract are located on the following streets:

<u>Street</u>	<u>Limits</u>	<u>Scope of Work</u>
<i>Sunview Lane</i>	<i>from Hibbard Road to West End</i>	<i>Water Main/Rehab</i>
<i>Locust Road</i>	<i>from Sunset Road to Mt Pleasant Rd</i>	<i>Water Main/Rehab</i>
<i>Merrill Street</i>	<i>from Gordon Terr to Green Bay Rd</i>	<i>Water Main/Rehab</i>
<i>Gage Street</i>	<i>from Gordon Terr to Green Bay Rd</i>	<i>Water Main/Rehab</i>
<i>Maple Street</i>	<i>from Ash St to Elm St</i>	<i>Resurfacing</i>
<i>Tower Road</i>	<i>from Forest Way to Village Limits</i>	<i>Resurfacing</i>
<i>Tower/Hibbard Road</i>	<i>at the intersection of Tower Rd/Hibbard Rd</i>	<i>Sidewalk</i>

3. Permits, Licenses, Approvals, and Authorizations:

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



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

- a. IEPA Construction and Operating permits for Water Main Installation
- b. IDOT Utility Permit
- c. LPC 663

d. LPC 662

No Exceptions

4. **Commencement Date:**

the date of execution of the Contract by Owner.

10 ___ days after execution of the Contract by Owner.

_____, 20___

5. **Completion Date:**

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

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

6. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.



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

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

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

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

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

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

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

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

The Additional Insured endorsement must identify Owner as follows:

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

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

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

7. Contract Price:

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

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

\$ _____

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

B. UNIT PRICE CONTRACT

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

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

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

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

\$ 2,050,763.50



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ _____

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

COMPLETE TABLE AS INDICATED

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

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

\$ _____

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

8. Progress Payments:

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

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

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

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

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

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

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

9. **Per Diem Administrative Charge:**

\$1,000 per calendar day

No Charge

10. **Standard Specifications:**

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

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

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

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

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

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

See Attachment B for Village specification & special provisions

See Attachment D for any special project requirements.

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

ATTACHMENT B

SPECIFICATIONS

SECTION B.1: SCOPE OF PROJECT

It is the intent of this Contract to completely rehabilitate the following street through repairs and bituminous paving:

<u>Street</u>	<u>Limits</u>		<u>Scope of Work</u>
<i>Sunview Lane</i>	<i>from Hibbard Road</i>	<i>to West End</i>	<i>Water Main/Rehab</i>
<i>Locust Road</i>	<i>from Sunset Road</i>	<i>to Mt Pleasant Rd</i>	<i>Water Main/Rehab</i>
<i>Merrill Street</i>	<i>from Gordon Terr</i>	<i>to Green Bay Rd</i>	<i>Water Main/Rehab</i>
<i>Gage Street</i>	<i>from Gordon Terr</i>	<i>to Green Bay Rd</i>	<i>Water Main/Rehab</i>
<i>Maple Street</i>	<i>from Ash St</i>	<i>to Elm St</i>	<i>Resurfacing</i>
<i>Tower Road</i>	<i>from Ash St</i>	<i>to Elm St</i>	<i>Resurfacing</i>
<i>Tower/Hibbard Road</i>	<i>at the intersection of Tower Rd/Hibbard Rd</i>		<i>S.W. Improvement</i>

The work includes pavement milling and resurfacing, local base repair, with pavement excavation and reconstruction on noted streets, alleys, in both HMA and PCC, curb & gutter removal and replacement, sidewalk removal and replacement, driveway removal and replacement, removal and replacement of drainage structures, adjusting/replacing frames and grates/lids, rehabilitation and replacement of sanitary manholes, construction of new water main and replacement of water services (on noted street), and related collateral work. Also included under this contract are various other public improvements, including, but not limited to: PCC Pavement Patching, HMA Pavement Patching; and Pavement Marking, all at various locations within the Village.

For the PCC Pavement Patching aspect of this project, work includes the pavement excavation and patching on noted PCC streets, and any necessary related adjacent work including any necessary earth excavation and placement of aggregate base course, adjusting frames and grates/lids, and other related collateral work. PCC Pavement Patching will be at various locations within the Village, and will occur as part of the initial phases of the project.

For the HMA pavement patching aspect of this project, it is the intent of this Contract to perform Full Depth and Surface HMA pavement patching at various locations throughout the Village, and as attached, herein. The work includes the pavement excavation patching on noted HMA streets, and any necessary related adjacent work including granular sub-base excavation, placement and restoration, and adjusting frames and grates/lids, and other related collateral work. HMA Pavement Patching will be at various locations within the Village, and will occur as part of the initial phases of the project.

For the Pavement Marking portion of this contract, in addition to the pavement marking work required for the noted roads to be resurfaced, there will be miscellaneous pavement marking for roads at various locations throughout the Village. The Village will provide exhibits to the contractor depicting the locations and final quantities for the various locations, and will occur as part of the initial phases of the project.

SECTION B.2: UTILITIES

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

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

SECTION B.3: PROJECT COMPLETION SCHEDULE & CONSTRUCTION SEQUENCES

At the preconstruction conference, the Contractor shall meet with the Village and the Engineer and present, in writing, **a detailed construction schedule**. Said schedule shall contain such information as the Engineer deems necessary, including sequencing of streets and dates for the starting and completing construction operations, location of off-site disposal areas, access routes to be used and location of equipment and material storage sites. Once approved, the Contractor must adhere to the schedule so that field markings of all items of work may proceed in advance of actual construction. The Contractor shall review with the Village, on a weekly basis, the current status of the schedule, as well as any modifications or changes that may cause this schedule to change.

The Contractor shall confirm with the Engineer the scheduled commencement of each construction activity **at least four days in advance** to allow for proper notification of residents and motorists. The principle activities requiring public notification are commencement of utility repairs, curb and driveway removal and replacement, surface milling, roadway reconstruction, application of prime coat and HMA paving.

Work on this Contract shall be subject to the following conditions and time frames for this project under the scope of this Contract. Failure to meet the completion date for this project may cause to invoke the provisions of Section 2.5b. Principal activities are listed for each street. The Contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with Village Officials, Fire and Police Departments in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconveniences to the public. The Contractor shall notify the Village of Winnetka, Village Engineer 48 hours prior to commencement of all items of work.

It must be understood that upon completion of one phase of construction (i.e. underground work within the roadway), that the Contractor is obligated to commence the subsequent phase of work (i.e. pavement patching), on that street, within 96 hours of completing the previous phase of work, unless specifically noted otherwise within these specifications and/or directed by the Village of Winnetka. Failure to comply with this requirement shall also activate the liquidated damages section of these specifications.

CONSTRUCTION OPERATIONS: In order to minimize the effect of construction noise during the improvement, the Contractor and his subcontractors shall comply with the following requirements. Any changes to the schedule will not be accepted unless approved by the Village Engineer.

- All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.
- Construction operations including the startup of heavy equipment shall not begin before 7:00 AM Monday through Friday and 9:00 AM on Saturday. Construction operations including site cleanup, shall be completed before 7:00 PM Monday through Friday and 5:00PM on Saturday. No work of any kind shall be done on Sundays or holidays observed in Illinois. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and/or lighting, or construction of an emergency nature. If the Contractor requires additional time to complete a portion of the work on any given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive approval of the Engineer.
- The Contractor shall schedule and conduct his operations so that the closure time of an existing driveway along the route of improvements is kept to a minimum. All homeowners shall be given a minimum 48-hour notice to initial removal of their driveway apron. The Contractor shall make every effort to keep driveways open including temporary grading and placement of gravel.
- Beginning on the date that the Contractor begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvements. This normal maintenance shall include all repair work deemed necessary by the Engineer. The Contractor as required by the Engineer will provide traffic control and protection for this work. The work involved in maintaining the existing pavement will not be paid for separately at the Contract Unit Prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions.

SEQUENCE OF WORK:

1. Notify all adjacent residents and businesses 72 hours in advance of each work phase.
2. Reconstruct Birch/Spruce Parking Lot.
3. PCC Pavement Patching (At Various Locations).
4. HMA Pavement Patching (At Various Locations).
5. Perform specified repairs to Village Utilities as noted on plans and utility repair sheets.
6. Water main and service installation.
7. Driveway Removal.
8. Excavation for curb and gutter and storm sewer.
9. Installation Aggregate Base Course.
10. Storm Sewer and Appurtenances/Aggregate Base Course.
11. Portland Cement Concrete Combination Concrete Curb and Gutter Removal and Replacement.
12. Sidewalk Removal and Replacement (At Various Locations).
13. Portland Cement Driveway Pavement
14. Hot-Mix Asphalt Surface Removal.
15. Binder (Machine Method), IL-19, N50.
16. Hot-Mix Asphalt Surface Course. Mix C, N50 and Modified
17. Hot-Mix Asphalt Driveway, 2".
18. Thermoplastic Pavement Marking – Line (At Various Locations).
19. **Substantial Completion Date: September 15, 2022;**
20. Topsoil. * See below
21. Sodding. * See below
22. **Completion Date: October 15, 2020.**

(*Site Restoration must be completed prior to placement of final HMA Surface Course, but no later than 72 hours after the placement of HMA Binder Course)

The Contractor may propose an alternate sequence of construction, to be reviewed and approved by the Village Engineer.

SECTION B.4: GENERAL CONDITIONS

It is the Contractor's responsibility to ascertain existing field conditions prior to bidding on this project. No compensation will be allowed for failure to verify existing dimensions or conditions.

During construction operations any loose material deposited into the flow line of ditches, gutters or drainage structures, that obstructs the natural flow of water shall be removed at the close of each working day. At the conclusion of construction operations all drainage structures shall be free from dirt and debris. This work shall not be paid for directly but shall be considered as incidental to the contract.

The Contractor shall limit his construction activities to the work areas designated on the plans. **Any damage to areas outside of these limits, or past existing right-of-way limits, shall be repaired by the Contractor, at his own expense, to the satisfaction of the Engineer.**

The Contractor, at his own expense, shall be required to relocate all road signs which interfere with construction operations and to temporarily reset such signs during his construction operations. All work involving such signs shall be governed by the following requirements and be considered incidental to the contract:

1. Signs shall not be removed until the progress of work necessitates their removal;
2. Every sign removed must be re-erected at a temporary location in a workmanlike manner visible to traffic on the highway. All such signs shall be maintained in a straight and neat appearance for the duration of the temporary setting; and
3. All signs must be re-erected in their permanent locations as designated by the Engineer as construction is completed.

All surplus frames and grates as a result of adjustment/replacement shall remain the property of the Village. These items shall be delivered by the Contractor to a designated location at the Public Works facility located at 1390 Willow or as directed by the Engineer.

It shall be the Contractor's responsibility to protect the newly placed HMA and PCC PAVEMENT and PCC PAVEMENT PATCHING; PCC SIDEWALK REMOVAL AND REPLACEMENT, 5"; PCC and HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (OF NOTED THICKNESS); COMBINATION CONCRETE CURB AND GUTTER until such time that it may be safely open to traffic. No additional compensation will be granted for these pay items due to damage caused by others.

SITE RESTORATION

After all concrete work and proper curing, and upon removal of forms, and prior to the placement of the final surface course of asphalt, for bituminous paving work, all necessary lawn repair and site restoration shall be performed, such as supplying black dirt, grading, and placement of sod, within 72 hours after the placement of the HMA Binder Course, but prior to the placement of the Final HMA Surface Course. This work shall be paid for at the Contract unit price for both top soil and sod, if provided, **EXCEPT FOR AREAS WHERE EXCESSIVE DISTURBANCE HAS BEEN CAUSED BY THE CONTRACTOR OR WHERE THE STAGING OF MATERIALS HAS OCCURRED.** Repairs of shrubbery, lawns and all other existing features shall be incidental to the contract. No concrete or other related construction debris shall be left on the lawns, parkways, sidewalks or streets. After removal of forms, all debris shall be completely removed. Old concrete shall be loaded and removed at the time it is broken out.

Any damage to adjacent driveway, sidewalk and/or curb and gutter or other infrastructure to remain, by the Contractor will not be paid for separately, but shall be replaced at the Contractor's own expense.

PRE-CONSTRUCTION VIDEO TAPING

The Contractor shall prepare pre-construction video documentation of all features in the areas affected by construction, including areas adjacent to, the right-of-way and construction easements. All video cameras, recorders, tapes, accessories and appurtenances shall be high quality CD or DVD format equipment. Pre-construction video documentation shall consist of a series of high-resolution color audio-video tapes showing all areas affected by construction. All pertinent exterior and interior features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences, light posts, signs, interior features and equipment, etc. Viewer orientation shall be maintained by audio commentary on the audio track of each, videotape to help explain what is being viewed.

The pre-construction videotaping shall be completed after the initial walkthrough and two copies of the DVD(s) submitted to the Village of Winnetka before commencing with any construction activities, including material delivery. This work shall be considered as incidental to the cost of the Contract.

CLEANING

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

UTILITY LOCATIONS

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (1-800-892-0123), a minimum of 48 hours prior to commencing construction for utility locations within the scope of the project. It is recommended that the Contractor conduct a joint utility meet. It is the responsibility of the Contractor to contact agencies who may or may not be part of the JULIE system to obtain the horizontal and vertical field locations of their facilities within the limits of the proposed improvements.

In cases where utilities are depicted on the plans, their locations are approximate and are shown for convenience and informational purposes, only. The Village of Winnetka does not guarantee the accuracy or completeness of this information. The Contractor shall make his own investigation to determine the existence, nature, and location of all utilities lines and appurtenances within the limits of the improvement. The Contractor shall locate all utilities far enough in advance to avoid all conflicts in grade separation between the proposed improvements. If the Contractor encounters a conflict between the proposed improvements and existing utilities that was not located in advance by the Contractor, then the Contractor shall, at no cost to the Village of Winnetka, relocate the proposed improvements and/or the utility to avoid conflict. The Contractor shall be solely responsible for the location and protection of all existing utilities within the project(s) limits. Any damage thereto due to his construction operations, and/or resultant repairs, shall remain his responsibility.

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

The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these companies of any and all services or facilities owned or operated by them within the limits of this improvement.

Before doing any work which will damage, disturb or leave unsupported or unprotected any utility lines or appurtenances encountered, the Contractor shall notify the prospective Owner thereof, who will make arrangements for relocating, adjusting or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers and other appurtenances which the Owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer. All utility lines and appurtenances, which are abandoned by the Owner, shall be removed and disposed of by the Contractor.

The Contractor shall be responsible for facilitating prompt and timely removal, relocation, reconstruction, or abandonment of their facilities by all utility companies involved, and the coordination of his work with that of

these companies so work on this improvement is not delayed because of necessary changes in the existing utilities, public or private.

No extra compensation will be allowed to the Contractor for any expenses incurred by complying with these requirements or because delay, inconvenience or interruption in his work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services.

LOCATING STORM SEWER, SANITARY SEWER, WATERMAIN OR OTHER COMPONENTS OF VILLAGE UTILITIES

To prevent damage and facilitate work by others, the Village will promptly respond to calls requesting the location of Village owned storm sewer, sanitary sewer, watermain, or other components of Village utilities. Public Works forces will locate Village owned underground utilities or any other components, one time for each individual system, per project or contract, as requested by the general contractor of the construction project, before or after transfer of maintenance responsibilities. Each request may involve multiple locations where separated utility systems are involved. The contractor will be required to reimburse the Village of Winnetka for time and material costs associated with additional locate requests.

MATERIAL CERTIFICATION

The manufacturer and/or supplier of all materials used on the job site shall certify in writing to the Engineer that inspections and tests have been made and the results thereof comply with the requirements of the Standard Specifications and/or the Special Provisions.

PUBLIC NOTIFICATION

The Contractor shall be responsible for delivery of notification letters (supplied by the Village) to all residents affected by construction (underground utility work; grinding; driveway removal; prime coat application; binder course placement; surface course placement) at least 48 hours, but not more than 72 hours, prior to commencement of work.

All homeowners shall be given a minimum of 48 hours of advance notice prior to the excavation of their driveway or other work which will limit access to their property. This item includes all driveways, sidewalks, curb and gutter removed due to conflict with work items included in the contract documents, or as directed by the Engineer.

All homeowners/property owners shall be given a minimum of 48 hours of advance notice prior to any interruption of their water service.

The Contractor shall be responsible for posting suitable advance notice on scheduled to be resurfaced streets at least 48 hours, but not more than 72 hours, prior to commencement of work. "No Parking" signs displaying construction times shall be placed on roadways 48 hours prior to placement of PCC materials. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. This work shall be considered as incidental to the cost of the Contract.

MANDATORY VILLAGE/CONTRACTOR MEETINGS:

It will be mandatory, as part of this contract, that the Contractor coordinate weekly meetings with Village Representatives to brief Village Staff on the progression of work; schedule updates; and provide information of any and all field changes.

Bi-weekly meetings will be mandatory to coordinate and confirm construction quantities for payout requests. All quantities, including the provision of material tickets, field measurements, and supporting calculations, must be agreed to and finalized by both the Village and the Contractor, prior to processing each payout request.

All major field revisions and/or cost modifications MUST be brought to Village Staff's attention, immediately.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted in the Contract Documents, the existing drainage facilities shall remain in use during the period of construction. Prior to commencing work, the Contractor, at his own expense shall determine the exact locations of existing structures that are within the proposed construction limits.

Unless reconstruction or adjustment of an existing manhole, catch basin, inlet or adjustment to the frame and grate is called for in the Contract Documents or ordered by the Engineer, the proposed work shall meet the existing elevation of these structures.

The Contractor shall take the necessary precautions when working near or above existing sewers to protect these sewers from any damage resulting from his operations. All work and material necessary to repair any existing sewers damaged due to non-compliance with this provision shall be provided, as directed by the Engineer, in accordance with Section 550 of the Standard Specifications, at the Contractor's expense with no extra compensation being allowed. It shall be the Contractor's responsibility to direct the work and protect the facilities from damage during all construction activities.

SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER

This work shall consist of furnishing, installation, maintenance and removal of a drainage structure inlet filter assembly. Consisting of a frame and filter bag to collect sediment in surface storm water runoff at locations as directed by the Engineer.

The Contractor shall inspect the worksite and review the Contract Documents to determine the dimensions of the various types of drainage structure frames into which the inlet filter will be installed prior to ordering materials.

The drainage structure inlet filter assembly shall be installed under the grate on the lip of the drainage structure frame with the fabric bag hanging down into the drainage structure.

The Contractor shall provide maintenance as required by the site conditions and rainfall throughout the entire project duration. Maintenance shall include inspecting the bag at least every two (2) weeks – clean if needed, inspecting the bag every time there is rainfall totaling one (1) or more inches – clean if needed, replacing the bag if it is severely worn or torn and replacing the bag if clean but won't pass water.

The drainage structure inlet filter assembly shall remain in place until final removal as directed by the Engineer. The drainage structure inlet filter shall become the property of the Village of Winnetka. The Contractor shall deliver the drainage structure inlet filter assembly to the Village of Winnetka Public Works facility, as directed by the Engineer.

Final removal of the assembly shall include the disposal of debris or silt that has accumulated in the filter bag at the time of final removal. The removal of this debris shall be included in the cost of the associated storm sewer structure adjustment.

The drainage structure inlet filter assembly shall be the "Catch-All Inlet Protector" as furnished by Marathon Materials Inc. 25523 W Schultz St., Plainfield, IL 60544, (800-983-9493, or approved equal. A detailed drawing in the Contract Documents depicts the drainage structure inlet filter assembly.

The drainage structure inlet filter assembly consists of a steel frame with a replaceable geotextile fabric bag attached with a steel band with locking cap that is suspended from the frame.

The drainage structure inlet filter assembly frame shall be rigid steel meeting the requirements of ASTM-A36. The frame shall include an overflow feature that is welded to the frame's ring. The overflow feature shall be designed to allow full flow into the structure if the filter bag is filled with sediment. The dimensions of the assembly frame shall allow the drainage structure grate to fit into the inlet filter assembly frame opening. The assembly frame shall rest on the inside lip of the drainage structure frame for the full variety of existing and proposed drainage structure frames that are present on this Contract.

The drainage structure inlet filter assembly bag shall be constructed of a polypropylene geotextile fabric with a minimum weight of four (4) ounces per square yard, a minimum flow rate of 145 gallons per minute per square foot, and designed for a minimum silt and debris capacity of two (2) cubic feet. The filter bag shall be reinforced with an outer layer of polyester mesh fabric with a minimum weight of four (4) ounces per square yard. The filter bag shall be suspended from the steel frame with a stainless steel band and locking cap. The inlet filter assembly frame shall not cause the drainage structure grate to extend higher than 1/8 inch above the drainage structure frame.

This work shall not be paid for separately but shall be incidental to the cost of the Contract.

USE OF FIRE HYDRANTS

The Contractor shall contact the Village of Winnetka Public Works and Water and Electric Division to obtain water from the Village's hydrant located at the south end of the Village Yards, located at 1390 Willow Road, Winnetka. **The Contractor may not take water from any other hydrant within the Village of Winnetka without prior approval.** The Contractor shall use special care in opening and closing of the fire hydrant following Water and Electric Department guidelines. Repairs caused by failure to comply with proper operating guidelines will be the sole responsibility of the Contractor.

CONSTRUCTION STAKES, LINES AND GRADES

Construction staking, layout and benchmark establishment will be the responsibility of the Contractor, and shall be included in the cost of the contract, including all Alternate Bid Items. The Contractor shall assume full responsibility for dimensions and elevations measured for such stakes.

The Contractor shall exercise care in the preservation of the stakes and marks, and shall have them reset at his/her expense when they are damaged, lost, displaced, removed or otherwise obliterated.

FIELD INVESTIGATION, VERIFICATION OF LOCATION, SIZE, INVERTS AND PIPE DIAMETERS OF STRUCTURES TO BE REMOVED AND REPLACED, RECONSTRUCTED, OR REQUIRING OTHER WORK

It will be the Contractor's sole responsibility to perform field investigation and verification of the location, size, invert elevations, pipe diameters for all structures required to be removed and replaced, reconstructed, or requiring any work necessary, as noted herein or as directed by the Engineer, for the proper acquisition and installation of said structures. This shall include all manholes, both sanitary, storm and water valve vaults, catch basins, and inlet structures.

SAW-CUTTING PAVEMENT, DRIVEWAY PAVEMENT, SIDEWALK, AND CURB

This work shall be performed at locations stated in the Contract Documents or as directed by the Engineer.

The Contractor shall saw-cut the joint between the portion of pavement, driveway, sidewalk and/or curb to be removed and that to be left in place with a sawing machine to prevent spalling. This work shall be done in a manner that a straight and perpendicular joint will be secure. All saw cutting should be the full depth of the pavement, driveway, and sidewalk or curb to be removed.

It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement. This work shall be included in the cost of the item removed. No additional compensation will be allowed for sawing reinforcement. Replacement of items damaged outside of the specified limits shall be repaired and paid for by the Contractor.

CONCRETE BREAKERS

When removing pavement, curb and gutter, shoulder, and/or other structures, the use of any type of concrete breakers, which might damage underground public or private utilities, will not be permitted. Under no circumstances will the use of a frost ball be permitted.

The Contractor is prohibited from breaking up concrete by dropping it on the pavement or in any other manner, which in the opinion of the Engineer may damage existing or proposed pavements or other roadway appurtenances.

BACKFILLING OF MAIN LINE PIPE, SERVICES, LATERALS AND STRUCTURES

This work shall be in accordance with the applicable portions of Article 550.07 of the Standard Specifications and is herein specified. Only when all of the connections to or from the structure or pipe have been properly abandoned shall backfilling be permitted. Structures, pipe and other appurtenances under pavements shall be backfilled, as described below.

Structures, pipe and appurtenances in parkway shall be backfilled and compacted with CA-6. This work shall not be paid for separately but shall be included in the contract unit price for the work performed on the associated pipe and structures. All trenches in parkways shall be brought up to within 2-feet below the finished grade to allow for replacement and compaction of existing organic material including the required 4" topsoil and sod.

STORM AND SANITARY MAIN LINE CONSTRUCTION WITHIN THE SCOPE OF THE ROAD TO BE REHABILITATED – TRENCH BACKFILL REQUIREMENTS:

For all sewer main line construction, in conjunction with road rehabilitation, **TRENCH BACKFILL** shall consist of coarse aggregate material (CA-7) to a point 12" above the conduit, the full width of the trench and the remaining portion of trench to be backfilled with CA-7, allowing for an aggregate trench cap with a minimum of 4" compacted AGGREGATE BASE COURSE, TYPE B - CA-6, (Virgin Crushed Limestone) materials, prior to the placement of the HMA trench cap. All CA-6 and CA-7 material shall be Virgin Crushed Limestone, only. The trench backfill shall be placed and compacted in lifts not to exceed 8" (loose) thickness. The material shall be compacted to 95% of Standard Lab Density. Trench backfill shall be considered incidental to each sewer related pay item. Trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed storm/sanitary sewer main and drainage structures or removal of existing facilities. See TRENCH BACKFILL detail, on the plans.

CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL.

Utility Trenches must be compacted in such a manner so as not to cause any settlement of the trench, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract.

In addition to the aggregate trench backfill and capping, **ALL TRENCHES SHALL BE CAPPED WITH HMA PATCH, AS DESCRIBED, HEREIN, AND SHALL BE CONSIDERED INCIDENTAL TO THIS PAY ITEM.** Unless directed otherwise by the Village, each utility trench shall be capped and finished with HMA BINDER COURSE, IL-19, N50, prior to the placement of the final surface of asphalt, and shall be incidental to the contract unit price sewer related pay items, as described, herein.

STORM SEWER/SERVICE REPAIR/REPLACEMENT/INSTALLATION OUTSIDE THE SCOPE OF THE ROAD TO BE REHABILITATED AND ALL SEWER LATERALS:

Should a storm/sanitary sewer (main or service) trench be isolated from the street paving process (not part of those roads to be rehabilitated – but in VARIOUS LOCATIONS), and/or for all sewer lateral construction, the following protocol shall be utilized for the restoration of the pavement:

CONTROLLED LOW STRENGTH MATERIAL (CLSM) MIX 1, for all sewer services/mains and appurtenances to be repaired/replaced at various locations, shall commence above the 12" aggregate backfill that is required over the service/main, as noted above, and extend to the full width of the trench and the remaining portion of trench to be backfilled, up to the bottom elevation of the pavement section. Controlled Low Strength Material (CLSM), Mix 1, meeting all requirements set forth in Section 593, and related Sections, of the Standard Specifications. However, if under the direction of the Engineer, due to site constraints, granular trench backfill is necessitated, then CA-7 (Virgin Crushed Limestone) shall be used, conforming to the applicable portions of Section 703 of the "Standard Specifications", and as previously described. Both CLSM Mix 1 and Trench backfill shall be considered incidental to this pay item, as it relates to all sewer main and sewer service work, or related sewer trenches and openings, as described herein, as noted in the plans and/or as directed by the Engineer. CLSM Mix 1 and/or trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed sewer facilities or removal of existing facilities. See TRENCH BACKFILL Detail, on the plans. **CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL.**

WATER SERVICE CONSTRUCTION – TRENCH BACKFILL REQUIREMENTS:

ALL WATER SERVICES SHALL BE BORED UNDER ROADWAY PAVEMENT. HOWEVER, IF APPROVED BY THE ENGINEER, WATER SERVICES CAN BE TRENCHED, IN COMPLIANCE WITH THE FOLLOWING REQUIREMENTS:

TRENCHES: All water service trenches shall be bedded, backfilled and compacted with trench backfill, using **CA-6 (Virgin Crushed Limestone)** to a point no less than 6" above the water service. For trenches under existing public roadway, where an open cut of the pavement has been approved, the remaining backfill to be placed over the 6" of **CA-6 (Virgin Crushed Limestone)** up to the sub-grade elevation shall be backfilled with **Controlled Low Strength Material (CLSM) Mix 1**, as defined herein, of which all shall be considered incidental to this pay item. The provision, placement and compaction of all bedding, backfill and CLSM/trench backfill materials, including the necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and disposal of materials, and final restoration of all disturbed areas, shall be considered incidental to the contract unit price for these pay items.

CONTROLLED LOW STRENGTH MATERIAL (CLSM) MIX 1 and/or TRENCH BACKFILL for all water services and appurtenances, shall commence above the 6" **CA-6** backfill that is required over the service/main, as noted above, and extend to the full width of the trench and the remaining portion of trench to be backfilled, up to the bottom elevation of the pavement section. Controlled Low Strength Material (CLSM), Mix 1, meeting all requirements set forth in Section 593, and related Sections, of the Standard Specifications. CLSM Mix 1 and/or trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed potable water services. See TRENCH BACKFILL Detail, on the plans. **CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL.**

WATER MAIN CONSTRUCTION & CUT AND CAP EXISTING WATER MAIN – TRENCH BACKFILL REQUIREMENTS:

TRENCH BACKFILL for all water mains and appurtenances, shall commence a minimum of 6" above the **CA-6** backfill that is required over the service/main, as noted above, and extend to the full width of the trench and the remaining portion of trench to be backfilled with **CA-7 (Virgin Crushed Limestone)**, allowing for an aggregate trench cap with a minimum of 4" compacted **CA-6 (Virgin Crushed Limestone)**, as defined in AGGREGATE BASE COURSE, TYPE B, prior to the placement of the HMA trench cap. The Trench backfill shall be placed and compacted in lifts not to exceed 8" (loose) thickness. The material shall be compacted to 95% of Standard Lab Density. Trench backfill shall be considered incidental to this pay item. Trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed improvements or removal of existing facilities. See TRENCH BACKFILL Detail, on the plans. **TRENCH BACKFILL as described above shall apply to all potable water related pay items, and shall be considered incidental to those pay items.**

CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL.

HMA TRENCH CAP FOR ALL UTILITY TRENCHES:

Both CLSM Mix 1 and/or granular trench backfill shall be placed up to the bottom of the adjacent HMA pavement section, allowing for the placement of an HMA trench cap, which shall consist of a minimum of 2" HMA BINDER COURSE, IL-19, N50 and 2" HMA SURFACE COURSE, MIX C, N50 **for a CLSM trench**; or 4" HMA BINDER COURSE, IL-19, N50 and 2" HMA SURFACE COURSE, MIX C, N50 **for a granular backfill trench**, and all shall be incidental to these pay items. **ALL TRENCHES SHALL BE CAPPED WITH HMA PATCH, AS DESCRIBED, AND SHALL BE CONSIDERED INCIDENTAL TO THIS PAY ITEM.**

ALL UTILITY TRENCH PATCHES ON HIGH TRAFFIC ROADWAYS (AS DESIGNATED BY THE ENGINEER) SHALL BE CAPPED WITH 6" HMA BINDER COURSE, IL-19, N50 and 2" HMA SURFACE COURSE, MIX C, N50, placed and compacted in accordance with the specifications for HMA PAVEMENT PATCHING – FULL DEPTH, 8", and shall be incidental to this pay item.

The capping of the trench with HMA binder course shall also include: all necessary additional compaction of the trench backfill material, if used, and AGGREGATE BASE COURSE, TYPE B, including any additional preparation of the trench to receive the HMA material, any necessary saw-cutting, as previously defined under the HMA PAVEMENT PATCHING/PAVEMENT PATCHING, CLASS D, in preparation for the construction, provision, placement and compaction of the required thickness of HMA BINDER COURSE, IL-19, N50. Upon the placement of the necessary pavement patching material, any necessary preparation of the trench to accept the patch, shall be considered incidental to the related pay item and the contract.

All Utility Trenches must be compacted in such a manner so as not to cause any settlement of the trench, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract.

Prior to the placement of the final surface course over an HMA trench patch, if there is a grade differential between the trench patch and the adjacent pavement surface, HMA material must be placed, ramped and compacted at the joints, in the direction of traffic, to allow for the smooth flow of traffic, as directed by the Engineer. All labor, equipment and materials needed to restore the pavement cross section will be considered incidental to this pay item.

PROTECTIVE COAT

All exposed concrete installed under this Contract (curb & gutter, sidewalk, driveway & pavement areas) shall receive a protective surface treatment consisting of two (2) coats of boiled linseed oil and petroleum spirits mixture, formulated and applied according to Article 420.18 of the Standard Specifications. If an application of sand is required by the Engineer for blotter material, it will be considered incidental to this work. The application of both coats shall be witnessed by the Engineer. The Engineer shall be notified 24 hours in advance prior to application. This work shall not be paid for separately but shall be included in the cost of the concrete item provided.

LIMITS OF REMOVAL

All pay items for removal and replacement must be field measured and marked by the Engineer prior to construction. No payment will be made for any items of work, which have been removed and/or replaced without having been field measured and marked by the Engineer. No additional payment will be made for removal and/or replacement beyond field markings unless specifically authorized by the Engineer.

FINAL ADJUSTMENT OF FRAME & COVER

The final adjustment of the frame and cover shall adhere to the following guidelines based on the location of the structure. For structures located within a paved area, mortar with optional solid steel shims, placed within a heavy bed of mortar, shall be used between adjusting rings and the top of the structure. Structures located within an unpaved area shall use a preformed HMA joint sealant to be placed between each adjusting ring and the top of the structure. The preformed HMA joint sealant shall be E-Z Stick or an Engineer approved equivalent. The minimum dimension of the preformed material shall be one-half square inch. Prior to the placement of the final layer of the roadway, frames and adjusting rings located within paved areas shall be set in an IDOT approved concrete SI mixture. Contractors shall familiarize themselves with the Village of Winnetka Standard Engineering Details for installation requirements. Frames and grates/lids and their final adjustment, shall be considered incidental to the related pay item.

PORTLAND CEMENT CONCRETE MIX DESIGN

Portland Cement Concrete for street pavement patching and driveways shall conform to IDOT Class PV; Portland Cement Concrete for combination curb and gutter, and sidewalks shall conform to IDOT Class SI, and both shall have the parameters meeting Section 1020 of the Standard Specifications, and as noted below;

Portland Cement, Type 1:	5.2 bags
CA-7 or CA-11 (IDOT) Crushed Limestone:	1900 + 50 lbs.
Sand: FA-1 or FA-2 (IDOT):	1200 + 50 lbs.
Water: Amount Required to Produce:	2" Min to 4" Max. Slump
Air-Entrainment:	5 to 8%
Mortar Factor:	0.78 to 0.88
Cement Factor:	6.55 cwt/cubic yard
Compressive Strength:	3500 psi at 14 days

For PCC PAVEMENT PATCHING and PCC PAVEMENT, 9" , only High Early Strength Concrete shall be utilized, unless otherwise permitted by the Engineer. The use of High Early Strength Concrete shall be incidental to the related pay item. High-Early strength Portland Cement Concrete shall conform to this section where applicable and the applicable portions of Section 420 of the "Standard Specifications for Road and Bridge Construction", latest edition. All high-early strength Portland cement shall be air-entrained.

SECTION B.5: TREE AND SHRUB PROTECTION

A. SCOPE OF WORK: All trees shall be protected and cared for during the construction in accordance with the applicable Articles of Section 201 of the Illinois Department of Transportation, Standard Specifications and this Special Provision, with the following revisions. If construction is to occur within the root zone of existing plant material, root pruning will be required where directed by the Engineer and/or Village Forester, and shall be done so in the presence of the Village Engineer or Forester or qualified Arborist (hired by the Contractor), prior to digging. The root zone shall be considered as the area around a plant or tree extending at least as far from the base as the longest horizontal branches. All costs for root pruning and costs for the Arborists shall be paid for by the Contractor and shall be included in the cost of the contract. No additional compensation will be allowed for root pruning or Arborist's fees.

Every effort should be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless authorized in the field by the Engineer. The Contractor shall provide the Engineer notification ten (10) working days prior to the removal of any tree or shrub. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

B. CONSTRUCTION REQUIREMENTS: This work will consist of root pruning with an approved mechanical root pruning saw which cuts the horizontal limits of earth excavation and shall be performed prior to excavation where so indicated on the plans or as directed by the Engineer. Whenever roots of plant material are exposed during excavation, the damaged root ends are to be removed by being cut off cleanly.

The Contractor shall take special care not to disturb any trees within the construction area. Construction procedures and equipment use shall be such that a minimum of root disturbance is achieved.

To prevent damage to public trees and prevent contamination of bituminous materials, the Contractor, when so directed by the Engineer, shall cut any limbs overhanging the street which may interfere with construction operations in accordance with the requirements of Section 201 of the "Standard Specifications for Road and Bridge Construction", latest edition, insofar as they apply. This work shall be done using the "drop-crotch" method of pruning so as to minimize impacts to the trees.

Damage to trees limbs shall be held to a minimum. Shrubs and trees limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches are unavoidable, they should be pruned before starting work in accordance with Articles 201.06 of the Standard Specifications.

Small trees (less than 4 inches in diameter) and shrubs not indicated for removal which are removed or severely damaged during construction shall be replaced in kind and size by the Contractor at no additional cost to the Village, Engineer, or Resident. All planting shall be done in accordance with Section 1081 of the Standard Specifications.

Damages at the rate of two hundred and fifty dollars (\$250.00) per inch of trunk diameter shall be charges against the Contractor for unauthorized removal or destruction of any tree four (4) inches in diameter or larger. The protection and care of trees and shrubs as herein specified will be included in the cost of the Contract.

In addition, this work shall also consist of the professional TREE ROOT PRUNING, as shown on the plans or as directed by the Engineer or Forester, in preparation for water main/appurtenance and storm sewer main/appurtenance installation, as shown on the plans and as directed by the Engineer. This work shall be performed in accordance with Section 201 of the "Standard Specifications for Road and Bridge Construction", latest edition. All root pruning shall be completed prior to the commencing storm sewer construction.

C. BASIS OF PAYMENT: All TREE PROTECTION, described herein, shall not be paid for separately but shall be considered as incidental to the contract, including TREE ROOT PRUNING, if required and as directed by the Engineer or Village Forester.

**SECTION B.6: CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD)
AND UNCONTAMINATED SOIL**

For all proposed EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), or any other necessary excavation related to the construction of this project and its various elements, including, but not limited to the removal and/or installation of underground utilities and their appurtenances, the construction of both PCC and/or HMA PAVEMENT (both reconstruction and patching), or other pay items requiring excavation, all work shall be performed in accordance with Section 669 of the "Standard Specifications for Road and Bridge Construction", latest edition.

It will be the Contractor's responsibility to locate the appropriate dumpsite for the proper disposal of all excavated materials from this project. Materials will be classified as either CCDD waste, or non-special waste. All CCDD waste shall be disposed of and be considered incidental to the contract unit price for the related pay items and to this contract. All non-special waste materials shall be disposed of and be considered incidental to the contract unit price for the related pay items and to this contract.

The Village will provide a copy of **LPC 663 and LPC 662** with the supporting documentation from the soil borings reports for the roads to be rehabilitated, on-line at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>

SECTION B.7: EARTH EXCAVATION; EARTH EXCAVATION (SPECIAL)

A. SCOPE OF WORK: This work shall consist of the excavation of the existing pavement (including HMA SURFACE REMOVAL, to be included in the earth excavation volume for those roads noted for complete reconstruction), curb and gutter, existing pavement base and sub-base, and any unsuitable, and/or unstable and other deleterious soils, as the case may be, to the line and grade, as shown on the plans and as directed by the Engineer, in preparation for curb and gutter and complete pavement installation, as shown on the plans and as directed by the Engineer. Any storm or other utility structures, including but not limited to inlets, catch basins, manholes, sewer, to be abandoned as part of this project that lies within the limits of EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) shall be considered incidental to this/these pay items. For streets requiring reconstruction, should the Contractor decide to mill the street prior to excavation, the volume of milling will be considered incidental to EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL).

ONLY for that work relating to the construction of HMA BASE COURSE, 4", and/or PCC PAVEMENT, 9", the pay items for EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) shall be paid for at the contract unit price per CUBIC YARD. For all other construction described within these plans and specifications, EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) shall be considered incidental to the related pay items, including the construction of PERMEABLE PAVEMENT.

As noted above, any EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) necessary for any and all other pay items within this contract requiring excavation, including, but not limited to, excavation for storm, sanitary, water and other utility work; sidewalk removal and replacement; curb and gutter removal and replacement; driveway pavement removal and replacement; PCC or HMA pavement patching, which shall include the removal of the pavement, the pavement's base and/or sub-base, as directed by the Village, to the line and grade, as required meet the existing intended profile, in order to provide a sound base/sub-base for the proposed pavement patch; shall be considered incidental to each related pay item. As noted above, **any excavation relating to the construction of utility main/appurtenances for storm, sanitary, water, and/or other utility structures, including but not limited to water service removal and placement, inlets, catch basins, manholes, sewer, to be abandoned as part of this project that require EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) shall also be considered incidental to this/these pay items.**

This work shall be performed in accordance with Sections 202, 351, 440, 301 and 669 of the "Standard Specifications for Road and Bridge Construction", latest edition. This work shall include the preparation of the subgrade, including shaping, grading and final compaction of the earth, sub-base and base materials for the construction of pavement. Dependent upon the site conditions, the exposed subgrade soils should be compacted to a minimum of 95% based on a Standard Proctor, ASTM-698, and then proof-rolled in the presence of the Engineer or Village representative, if warranted.

Should unstable soil conditions be discovered, discing and aeration of the soil will be required as part of this pay item. If discing and aeration provide unsatisfactory results, conditions may warrant the undercutting and removal of additional soils. In these areas, replacement of soils with CA-1 (**virgin crushed limestone, only**), capped with 3" of CA-6 (**virgin crushed limestone, only**) material, will be required for this condition, should it arise, and shall be paid for at the appropriate contract unit price for EARTH EXCAVATION; EARTH EXCAVATION (SPECIAL) and/or AGGREGATE BASE COURSE, TYPE B. The addition to or deletion of these amounts shall not affect the unit price for these pay items.

B. CONSTRUCTION REQUIREMENTS: The areas to be excavated shall be as directed by the Engineer. The materials to be excavated shall be completely removed to the satisfaction of the Engineer.

It will be the Contractor's responsibility to locate the appropriate dumpsite for the proper disposal of all excavated materials from this project. Materials will be classified as either CCDD waste or non-special waste. All CCDD waste shall be disposed of and be considered incidental to this contract.

The areas to be excavated shall be as shown on the plans or as directed by the Engineer. The materials to be excavated shall be completely removed to the satisfaction of the Engineer. All existing storm structures and appurtenances within the limits of EARTH EXCAVATION, and/or EARTH EXCAVATION (SPECIAL), to be removed, shall be removed as part of EARTH EXCAVATION, and/or EARTH EXCAVATION (SPECIAL) and will be considered incidental to EARTH EXCAVATION, and/or EARTH EXCAVATION (SPECIAL).

FOR THE LIMITS OF EARTH EXCAVATION, PLEASE REFER TO THE ENGINEERING PLANS.

Any over-excavation behind the back of curb or any other appurtenances necessary for the proper construction of the curb and gutter or placement of additional aggregate base, or other appurtenances, shall be considered incidental to the contract unit price for EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) or incidental to the related pay item, as the case may be. No additional quantity will be provided or considered for any over-excavation behind the back of curb or other appurtenance. AGGREGATE BASE COURSE, TYPE B shall also be considered incidental to the related pay item and this contract, though quantities must be verified by weight tickets, for the limits described, herein or as shown on the plans.

It will be the Contractor's responsibility to locate the appropriate dumpsite for the proper disposal of all excavated materials from this project. Materials will be classified as either CCDD waste or non-special waste. All CCDD waste shall be disposed of and paid for at the contract unit price per CUBIC YARD for regular EARTH EXCAVATION. All non-special waste materials shall be disposed of and paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION (SPECIAL).

C. PAYMENT: Only as EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) relates to the construction of HMA BASE COURSE, 4", and/or PCC PAVEMENT, 9", shall payment be made at the contract unit price per CUBIC YARD for EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), which price shall include all labor, equipment, and materials necessary to complete this work, as described herein and as shown on the plans or as directed by the Engineer, including, but not limited to, saw-cutting, excavation and the proper disposal of the excavated material, the removal and disposal of all storm or other utility structures and appurtenances to be removed and/or abandoned as part of this project which lie within the limits of excavation, and all work described herein, including discing, aeration and additional undercutting, if required.

For all other construction described within these plans and specifications, requiring excavation, including, but not limited to, excavation for storm, sanitary, water and other utility work; sidewalk removal and replacement; curb and gutter removal and placement; driveway pavement removal and replacement; PCC and/or HMA pavement patching, which shall include the removal of the pavement, the pavement's base and/or sub-base, as directed by the Village, to the line and grade, as required meet the existing intended profile, in order to provide a sound base/sub-base for the proposed pavement patch, and the construction of PERMEABLE PAVEMENT, EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) shall be considered incidental to the related pay items. Also included as part of this work is all saw-cutting, excavation and the proper disposal of the excavated material, the removal and disposal of all storm or other utility structures and appurtenances to be removed and/or abandoned as part of this project, and all work described herein, including discing, aeration and additional undercutting, if required.

SECTION B.8: GEOTECHNICAL FABRIC FOR GROUND STABILIZATION

A. SCOPE OF WORK: This work shall consist of the furnishing and placement of geotechnical fabric in those designated areas of earth excavation, as shown on the plans and as directed by the Engineer. This work shall be performed in accordance with Sections 210 of the “Standard Specifications for Road and Bridge Construction”, latest edition. This work shall include preparing the surface, including the clearing of all debris, sharp objects, trees and stumps. The subgrade surface shall be graded smooth, eliminating all wheel tracks or ruts in excess of 3 inches.

B. MATERIALS:

FOR UNDER HMA PAVEMENT or PCC PAVEMENT: The fabric shall be a continuous filament, needle-punched, non-woven geotextile such as Polyfelt® or Trevira® Spunbound with a nominal weight of 8 ounces per square yard. The minimum material properties shall be as follows:

Grab Tensile	210 lbs.
Puncture Resistance	100 lbs.
Mullen Burst Strength	320 psi

FOR UNDER AND AROUND PERMEABLE PAVEMENT: This fabric shall be Geotextile Fabric, TYPE DF (Drainage Filtration), SCHEDULE A. The minimum material properties shall be as follows:

Grab tensile strength	ASTM D4632	110 lb.
Puncture strength	ASTM D4833	40 lb.
Apparent breaking elongation	ASTM D4632	30%
Permittivity	ASTM D4491	0.70 s ⁻¹
Maximum apparent opening size	ASTM D4751	300 µm

C. CONSTRUCTION REQUIREMENTS:

FOR UNDER HMA PAVEMENT or PCC PAVEMENT: The fabric shall be placed on the finished subgrade soil. No fabric shall be placed, in the opinion of the Engineer, if the subgrade is unsuitable for fabric installation. The fabric shall be delivered to the job site in rolls, free of tears or other defects, which in the opinion of the Engineer would impair its performance. Where rolls of fabric overlap each other less than 18”, the two rolls shall be secured to each other by a method acceptable to the Engineer.

FOR UNDER AND AROUND PERMEABLE PAVEMENT: Before placing the geotextile in trench drains, construct the trench to the grades and dimensions the plans show or as the engineer directs. Remove protruding stones and other matter that might damage the geotextile from the trench walls and base before placing the fabric. Place the geotextile in the trench so it conforms to the trench walls and remains in proper position during drain construction and backfilling. The contractor may join separate pieces of fabric by overlapping or sewing. If overlapping, place the fabric in overlap joints of at least 18 inches in the direction of drain flow. Correct misaligned fabric as the engineer directs.

The engineer will direct treatment of damaged fabric areas by one of the following methods:

1. Place an additional section of fabric extending at least 24 inches beyond any point of the damaged area and position between the trench walls and the damaged fabric. Effective with the December 2016 Letting 457 2017 Standard Specifications
2. Remove the section of fabric containing the damaged area and replace it with a new section of fabric. After placing, do not expose the fabric longer than 48 hours before covering.

For applications other than trench drains, construct the surface on which placing the fabric to the grades and dimensions the plans show. Prepare the surface by removing or covering objects that might damage the fabric. Carefully place the fabric to prevent damage and secure in position. Conduct backfilling or covering operations so that no damage or misalignment occurs to the fabric. Treat fabric damage or misalignment as specified in the previous paragraph. After placement, do not expose the fabric longer than 48 hours before covering or backfilling.

D. PAYMENT:

FOR UNDER HMA PAVEMENT or PCC PAVEMENT: All labor, equipment, and materials necessary to complete this work shall be paid for at the contract unit price per SQUARE YARD for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION, as measured from edge to edge, which price shall include proper disposal of the deleterious materials. Laps shall be considered incidental to the contract unit price, and shall not be paid for as part of the total square yardage of material.

FOR UNDER AND AROUND PERMEABLE PAVEMENT: All labor, equipment, and materials necessary to complete this work shall be considered incidental to the contract unit price per SQUARE YARD for PERMEABLE PAVEMENT, as measured from edge to edge of the permeable pavement, which price shall include proper disposal of the deleterious materials. The permeable pavement aggregate base material shall be wrapped and surrounded on three sides with the geotextile fabric. Laps shall also be considered incidental to the contract unit price per SQUARE YARD for PERMEABLE PAVEMENT.

Also, all AGGREGATE BASE COURSE, TYPE B needed for curb, sidewalk, driveway pavement, and/or other utility work noted within these specifications, and/or as shown on the plans, and/or as directed by the Engineer, shall be considered incidental to that particular pay item and to this contract.

AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS shall be placed and compacted to the dimensions specified by the Engineer, with a minimum width of 10', or as directed by the Engineer. **Driveway/property access to all properties must be restored and maintained at the end of each construction day, throughout the duration of the project, except during the placement of any proposed curb and gutter or PCC Pavement, 9", for which time property owners must remain without access to their driveways for a period no longer than three days.** After these temporary access locations have served their purpose, the aggregate shall be removed and, at the direction and approval of the Engineer, may be utilized for other temporary access locations. When temporary access is no longer required, the aggregate placed in its construction and maintenance shall be removed, but may be utilized in the permanent construction, if approved by the Engineer, or otherwise disposed of as specified in Article 202.03 of the Standard Specifications.

Sections of roadways/alleys closed for earth excavation and placement of aggregate base course shall be re-opened to local traffic at the close of each work day.

D. PAYMENT: All labor, equipment, and materials necessary to complete this work, which shall include furnishing, transporting, placing, maintaining, and removing and reusing or disposing of AGGREGATE BASE COURSE, TYPE B, as needed for proper construction of HMA BASE COURSE, 4"; HMA PAVEMENT PATCHING – FULL DEPTH, 8" (VARIOUS LOCATIONS); PAVEMENT PATCHING, CLASS D; COMBINATION CONCRETE CURB AND GUTTER; PCC SIDEWALK REMOVAL AND REPLACEMENT, 5"; PCC DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"; HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 2"; PCC PAVEMENT, 9"; PCC PAVEMENT PATCHING (VARIOUS LOCATIONS), PERMEABLE PAVEMENT, and/or and all related utility work, as described within these documents, plans and specifications requiring AGGREGATE BASE COURSE, TYPE B, and shall be considered incidental to the related pay items and to this contract.

As previously noted, **ONLY for that work relating to the construction of HMA BASE COURSE, 4", and/or PCC PAVEMENT, 9", shall AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS be paid for at the contract unit price per TON. For all other construction described within these plans and specifications, AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS shall be considered incidental to the related pay items.** AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS shall also consist of furnishing, placing and compacting temporary aggregate to maintain driveway access in those locations where pavement, curb and/or driveway apron is to be removed and replaced in front of existing driveway entrances, and shall be considered incidental to this pay item.

Weight tickets for both AGGREGATE BASE COURSE, TYPE B and AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS shall be provided to the Village upon delivery of the materials, **on the day of delivery**. **Stone tickets must be kept separate for each pay item.**

SECTION B.10 HOT-MIX ASPHALT SURFACE REMOVAL (MILLING)

This work item shall consist of cold milling existing pavement surfaces, as indicated on the plans. Bituminous Surface Removal may be variable, and will consist of the removal of 0" to 3 ¼" of pavement as shown on the plans or as directed by the Engineer. Variability of milling thickness will be considered incidental to this pay item. Milling will be measured and paid for in square yards, regardless of milling thickness. The width of the milling will be measured from the face of the gutter flag, regardless of whether the gutter has been overlaid with asphalt. Any removal of asphalt from an overlaid gutter will be included in the contract unit price for CURB/CURB & GUTTER REMOVAL, and as specified herein. Otherwise, within the area bounded by curb, the removal of asphalt pavement shall be paid for at the contract unit price per SQUARE YARD of HOT-MIX ASPHALT SURFACE REMOVAL (MILLING). HOT-MIX ASPHALT shall also be known as HMA.

All work shall be performed in accordance with Sections 406.08 , 440 and all related sections of the "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions", latest editions, and as directed by the Engineer.

Milling of the surface shall be performed with the satisfactory number of passes such that the existing crown cross section is maintained. Bituminous asphalt surface over existing concrete base shall be milled down to sound concrete. Milling into the concrete pavement, as required, shall be considered incidental to the contract unit price for this pay item.

A butt joint and a ten (10) foot transition between pavement being replaced and pavement remaining in place shall be constructed in accordance with Article 406.08 of the Standard Specifications, except as herein modified. The Contractor shall saw-cut to the depth of milling, or as directed by the Engineer, the joint between pavement removal and pavement being replaced, with a concrete saw. The work shall be done in such a manner that a straight joint will be secured. **All necessary saw-cutting and butt joints shall be considered incidental to this contract.**

ADDITIONAL LIQUIDATED DAMAGES: The Contractor shall coordinate the work so that the period of time between the milling of the existing HMA pavement and the placement of the HMA Binder Course and/or HMA Surface Course, is kept to a minimum. **This period shall not exceed 3 calendar days.** The Engineer shall determine if an extension of time will be allowed due to weather or other unforeseen circumstances. The Engineer shall assess liquidated damages of \$2000 per day for each day after the 3 calendar days has passed without approval for a time extension. These liquidated damages are in addition to the liquidated damages outlined in Section 2.5b of these specifications.

Any existing pavement damage outside the removal limits shall be replaced to the satisfaction of the Engineer at the Contractor's expense.

The Contractor shall be responsible for protecting any curb and gutter from damage during the HMA removal operations. If the Contractor damages the curb and gutter, repairs shall be made to the satisfaction of the Engineer at the Contractor's expense. The Engineer, prior to the Contractor commencing the repair work must approve the method of repair. Repairs may include complete removal and replacement if the Engineer considers the damage severe.

Payment for this work shall be made at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL (MILLING) and shall include all labor, equipment, materials, saw-cutting, butt joints, and the proper disposal of the millings, necessary to complete the work described herein. **Variability in milling thickness will be considered incidental to the contract unit price for this pay item.** The square yards of HMA SURFACE REMOVAL (MILLING) will only be paid for once, regardless of the number of passes needed to remove the HMA surface.

SECTION B.11

HOT- MIX ASPHALT MIXTURES FOR
HOT-MIX ASPHALT BASE COURSE, 4”
HOT-MIX ASPHALT BINDER COURSE, IL-19, N50
HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50
HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 2”
HOT-MIX ASPHALT PAVEMENT PATCHING – FULL DEPTH, 8” (VARIOUS LOCATIONS)
HOT-MIX ASPHALT PAVEMENT PATCHING – SURFACE, 2” (VARIOUS LOCATIONS)
PAVEMENT PATCHING, CLASS D

A. SCOPE OF WORK: This item of work shall consist of constructing HOT-MIX ASPHALT (HMA) BASE COURSE, 4”, BINDER COURSE and SURFACE COURSES, and HOT-MIX ASPHALT (HMA) DRIVEWAY REMOVAL AND REPLACEMENT, 2”, and shall be considered incidental as specified under the pay item for HOT-MIX ASPHALT (HMA) PAVEMENT PATCHING - FULL DEPTH, 8” (VARIOUS LOCATIONS); HOT-MIX ASPHALT (HMA) PAVEMENT PATCHING - SURFACE, 2” (VARIOUS LOCATIONS); and PAVEMENT PATCHING, CLASS D. The thickness of each item shall consist of those shown in the plans and as directed by the Engineer. All work shall be performed in accordance with Sections 355, 406, 407, 1030 and related sections of the “Standard Specifications for Road and Bridge Construction”, latest edition, and as directed by the Engineer. The Contractor shall be responsible for all QA/QC and related inspection and documentation for all Hot-Mix Asphalt mix, as described in Section 1030 of the “Standard Specifications”.

For HMA BASE COURSE, 4”, this item of work shall consist of the furnishing, placement and compaction of a minimum of 6” thickness of AGGREGATE BASE COURSE, TYPE B, under the proposed pavement, as needed for proper construction of HMA BASE COURSE, 4”, which shall be incidental to this pay item. All necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), as defined within these specifications or as directed by the Engineer, shall be paid for at the contract unit price per CUBIC YARD of EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL). This work shall also be performed in accordance with Sections 107.09, 301, 302, 351 and related sections of the “Standard Specifications for Road and Bridge Construction”, latest edition, except as modified herein, and as aforementioned. The placement and compaction of the Hot-Mix Asphalt Binder Course, IL-19, N50 material for the base course shall be constructed in accordance with the applicable portions of Sections 355, 358, 406 and 407 of the “Standard Specifications for Road and Bridge Construction” and related sections, and shall be placed in 2 lifts: the initial lift shall have a compacted thickness not exceeding 4”; and the top (final) lift shall be 2.5” compacted thickness, for IL-19 mixture composition. The final compacted depth of HMA BASE COURSE shall be no less than 6” in thickness.

With respect to HMA DRIVEWAY REMOVAL AND REPLACEMENT, 2”, removal of existing materials shall consist of all necessary full-depth saw-cutting, with neat joints at the removal limits, the removal and all necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), including over excavation, and proper off-site disposal of existing driveway pavement, and related materials, in addition to any unsuitable base materials and adjacent materials, and the necessary preparation of the site for the proper installation of HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 2”, at those locations shown on the plans or as directed by the Engineer, and shall be considered incidental to this pay item. Any excavation to subgrade and any additional excavation required to set the driveway apron to the proper grade, or widen the apron as shown on the plans or as directed by the Engineer (including excavation and disposal of sod, dirt or other existing materials), shall be considered incidental to the contract unit price for this pay item, and to this contract.

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

For HMA PAVEMENT PATCHING (VARIOUS LOCATIONS) and PAVEMENT PATCHING, CLASS D, this work shall consist of both full depth (8") and partial depth (2") HMA pavement patching. These pay items shall include all saw-cutting, butt joints, and excavation of the existing pavement, placement and compaction of aggregate, pavement base and sub-base to the line and grade (full depth, only), as noted herein, and as directed by the Engineer, the placement of bituminous prime material, and the subsequent pavement replacement, as noted herein, and as directed by the Engineer, at various locations throughout the Village of Winnetka. Pavement patching shall be placed in lifts not to exceed 3" compacted thickness, each. The final compacted depth of HMA Binder Course material shall be no less than 6" in thickness. This work shall be performed in accordance with Sections 202, 301, 351, 358, 406, 407, 440, 442, and all related sections of the "Standard Specifications for Road and Bridge Construction", latest edition.

HMA PAVEMENT PATCHING – FULL DEPTH, 8" (VARIOUS LOCATIONS) shall include: all saw-cutting; all necessary excavation and proper disposal of excavated materials, including existing pavement, base course and sub-base materials, preparing and placement of the sub-grade, including shaping and final compaction of the earth, as defined under EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), and the provision, placement and compaction of all necessary AGGREGATE BASE COURSE, TYPE B in preparation for the construction and placement of the bituminous base course and surface courses, as well as the placement of bituminous prime material, of which all work described shall be considered incidental to this pay item. In addition, the provision, placement and compaction of 6" thickness of HMA BINDER COURSE, IL-19, N50; and the provision, placement and compaction of 2" HMA SURFACE COURSE, MIX C, N50; all labor, equipment and materials needed to restore the pavement cross section will be considered incidental to this pay item. This item shall occur at various locations throughout the Village, not directly associated with the primary road rehabilitation portion of this contract.

HMA PAVEMENT PATCHING – SURFACE, 2" (VARIOUS LOCATIONS) shall include: all saw-cutting; the milling and/or removal and proper disposal of the existing HMA surface course, to a depth of not less than 2"; the provision of a neat, straight saw-cut butt joint; the placement of bituminous prime material; the furnishing and proper placement and compaction of 2" finished thickness of HMA SURFACE COURSE, MIX C, N50; all labor, equipment and materials needed to restore the pavement cross section will be considered incidental to this pay item. This item shall occur at various locations throughout the Village, not associated with the primary road rehabilitation portion of this contract.

PAVEMENT PATCHING, CLASS D shall include: all saw-cutting; all necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of excavated materials, including existing pavement, base course and sub-base materials, preparing and placement of the sub-grade, including shaping and final compaction of the earth, as defined under EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), and the provision, placement and compaction of all necessary AGGREGATE BASE COURSE, TYPE B in preparation for the construction and placement of the base course; and the provision, placement and compaction of 6" thickness of HMA BINDER COURSE, IL-19, N50; all labor, equipment and materials needed to restore the pavement cross section will be considered incidental to this pay item. This item shall be associated with the primary road rehabilitation portion of this contract. Pavement patching shall be Class D, and be paid for at the contract unit price per SQUARE YARD of PAVEMENT PATCHING, CLASS D, regardless of the pavement type, size or depth being patched.

B. MATERIALS: All hot-mix asphalt mixtures shall conform to the applicable portions of the current requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, of the Illinois Department of Transportation. All such mixtures shall be manufactured in Illinois-based plants within the tolerance limits of the mixing formula provided by the Illinois Department of Transportation to the given plant for the given mixture except as provided for herein. Hot-mix asphalt mixtures for binder and surface construction shall meet the requirements attached herein.

At the Contractor's option, RAP may be utilized in the base and binder mixture but shall not exceed the limits indicated below:

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

HMA BASE AND BINDER COURSE: At the Contractor's option, RAP may be utilized in the base and binder mixture but **the amount shall not exceed 40%, in accordance with IDOT Standard Section 1031.**

C. EQUIPMENT: All hot-mix asphalt mixtures shall be placed with a self-propelled paver having a vibrating or tamping screed.

Two rollers shall be provided to function as a breakdown roller and a finish roller. On all surface mixtures, the breakdown roller may be a tandem or three-wheel steel roller in the 10-15 ton weight range, or a pneumatic-tired roller meeting the requirements Sec. 801.01 of the IDOT Standard Specifications. The finish roller shall be a tandem drum roller in the 5-10 ton weight range. A vibratory roller of equivalent compactive effort may be used as a finish roller.

D. CONSTRUCTION REQUIREMENTS: Hot-mix asphalt mixtures shall be placed in a workmanlike manner under weather conditions favorable to achievement of a quality pavement.

Successive layers of hot-mix asphalt materials shall not be placed unless the supporting layer is free of water, dirt, mud and other undesirable debris.

All materials to be excavated shall be completely removed to the satisfaction of the Engineer, and properly disposed, as outlined under the Special Provision for EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and be considered incidental to all noted pay items, except for HMA BASE COURSE, 4". All saw-cutting will be full depth and be considered incidental to the contract unit price for all pay items. All saw-cutting shall extend to the limits of the patch and/or opening, only. **No over-cutting of the surface course will be permitted.**

The placement and compaction of AGGREGATE BASE COURSE, TYPE B material shall be constructed in accordance with the applicable portions of Section 351 of the "Standard Specifications for Road and Bridge Construction" and as described herein, with the exception that the aggregate base course be CA-6, **virgin crushed limestone**, and shall be considered incidental to all pay items.

Any variation of the thickness of surface course needed to be placed over existing bituminous surface, to adjust the grade, will also be considered incidental to the contract unit price for this pay item. The base will be prepared in accordance with the requirements of Section 358 of the "Standard Specifications for Road and Bridge Construction", latest edition, except that the requirements of paragraph 2 of Section 358.04(c) shall not apply. Compaction of the grade adjustment material shall be achieved by using a vibratory plate-type compactor. The prepared base shall be primed with MC-30 prior to paving.

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

Base and/or Binder placed over aggregate base course shall be placed within 2 to 3 days of completion and compaction of the aggregate base course. If the placement of the base and/or binder course over aggregate base exceeds 3 days, additional liquidated damages will accrue, as described, herein.

The final surface course shall be placed so that subsequent to compaction, it is from 0 to 1/4 inch above the gutter flag unless otherwise shown on the plans. The final surface shall be neat, dense, and uniform in appearance.

All materials removed shall be disposed of the same day they are removed. No excavated materials shall be stockpiled on Village parkways or streets.

ADDITIONAL LIQUIDATED DAMAGES: The Contractor shall coordinate the work so that the period of time between the placement of the HMA base and/or binder course and the placement of the HMA surface is kept to a minimum. This period shall not exceed **14 calendar days**. For HMA BASE COURSE, 4", the Contractor shall coordinate the work so that the period of time between the placement of the HMA base and/or binder course material over the aggregate base course material, as noted above, shall not exceed **3 calendar days**. The Engineer shall determine if an extension of time will be allowed due to weather or other unforeseen circumstances. The Engineer shall assess liquidated damages of \$2000 per day for each day after the prescribed number of calendar days have passed without approval for a time extension. Punch list items shall be addressed before the surface course is placed. The Contractor must be aware that upon removal of the existing pavement for full depth patching, the placement of HMA PAVEMENT PATCHING – FULL DEPTH, 8" (VARIOUS LOCATIONS) and/or PAVEMENT PATCHING, CLASS D, up to, but not including the final surface course, must be placed on the same day. Care must be taken not to remove more than can be replaced in the same day. If inclement weather prohibits the placement of HMA PAVEMENT PATCHING – FULL DEPTH, 8" (VARIOUS LOCATIONS) and/or PAVEMENT PATCHING, CLASS D, up to the final

surface course, on the same day, the patching must occur within 24 hours, or as weather permits. However, steel plates must be placed over any open pavement excavation, should the replacement period exceed 24 hours, which shall be considered incidental to this pay item.

Prior to the placement of the final surface and/or binder course over a patch, milled or reconstructed area, HMA material must be placed, ramped and compacted at the butt-joints, in the direction of traffic, to allow for the smooth flow of traffic.

The Engineer shall determine if an extension of time will be allowed due to weather or other unforeseen circumstances. The Engineer shall assess liquidated damages of \$2000 per day for each day after the prescribed number of calendar days have passed without approval for a time extension.

E. PAYMENT: All labor, equipment, and materials necessary to construct the work described herein, and the provision of hot-mix asphalt mixtures shall be paid for at the appropriate contract unit price per SQUARE YARD for HOT-MIX ASPHALT BASE COURSE, 4"; per TON for either HOT-MIX ASPHALT BINDER COURSE, IL-19, N50, or HOT-MIX ASPHALT SURFACE COURSE MIX C, N50; per SQUARE YARD of HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 2"; or per SQUARE YARD for HOT-MIX ASPHALT PAVEMENT PATCHING – FULL DEPTH, 8" (VARIOUS LOCATIONS) and/or HOT-MIX ASPHALT PAVEMENT PATCHING – SURFACE, 2" (VARIOUS LOCATIONS), and/or PAVEMENT PATCHING, CLASS D, and the specified mixes shall be incidental to the contract unit price per SQUARE YARD for HMA PAVEMENT PATCHING – FULL DEPTH, 8" (VARIOUS LOCATIONS) and/or HMA PAVEMENT PATCHING – SURFACE, 2" (VARIOUS LOCATIONS), and/or PAVEMENT PATCHING, CLASS D, which prices shall also include all saw-cutting, butt joints, the excavation and proper disposal of the excavated materials, as described herein, as site conditions warrant, and all work described herein. As noted herein, EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) shall be incidental to all pay items described above, except for HMA BASE COURSE, 4"; and the provision, placement and compaction of all AGGREGATE BASE COURSE, TYPE B necessary to properly place the above pay items shall be considered incidental to all pay items, and to this contract.

SECTION B.12 BITUMINOUS MATERIALS (PRIME COAT)

This work shall be done in accordance with applicable portions of Section 406 of the Standard Specifications, except as herein modified.

Shields, covers or other suitable equipment shall be provided by the Contractor to protect the motoring public, adjoining pavement, curbs, or structures during the application of the prime coat.

The Contractor will be required to present a weight ticket for the truckload prior to applying the prime coat. After application the truck shall be weighed again in order to determine the net weight of the prime coat that has been placed.

This work shall be completed Monday through Friday ONLY. No weekend work allowed unless requested in writing and authorized by the Engineer. The Contractor shall not place Bituminous Materials (Prime Coat) prior to 7:00 AM on any street, or more than 48 hours prior to paving activities. A minimum of forty-eight (48) hours prior to priming, FRESH OIL BEING PLACED ON (the day of the week) signs shall be installed in advance of the area to be primed and twenty-four hours prior to priming. The provision, placement and management of all signage shall be the sole responsibility of the Contractor.

NO PARKING signs shall be placed throughout the area to be primed. The NO PARKING signs shall not be placed on parkway trees. These signs shall be maintained until the prime coat is adequately cured. This work shall be included in TRAFFIC CONTROL AND PROTECTION STANDARDS.

This work shall include all labor, materials and equipment necessary to place a bituminous prime coat as shown in the Contract Documents or directed by the Engineer, including the provision, placement and management of all necessary signage. This work shall be paid for at the Contract Unit Price per gallon for BITUMINOUS MATERIALS (PRIME COAT).

**SECTION B.13 PORTLAND CEMENT CONCRETE CONSTRUCTION FOR
 PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5"
 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"
 PORTLAND CEMENT CONCRETE PAVEMENT, 9"
 PORTLAND CEMENT CONCRETE PAVEMENT PATCHING (VARIOUS LOCATIONS)
 COMBINATION CONCRETE CURB AND GUTTER**

A. SCOPE OF WORK: This work shall consist of constructing PORTLAND CEMENT CONCRETE (PCC) PAVEMENT, 9", PORTLAND CEMENT CONCRETE PAVEMENT PATCHING (VARIOUS LOCATIONS), COMBINATION CONCRETE CURB AND GUTTER, PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5", and PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT, 6", at the locations and to the lines and grades shown in the plans and as directed by the Engineer. This work shall be done in accordance with Sections 202, 301, 351, 420, 423, 424, 440, 442, 606, 1020 and all related sections of the Standard Specifications for Road and Bridge Construction, Latest Edition, and as described herein. The Contractor shall be responsible for all QA/QC and related inspection and documentation for all PCC work, as described in Section 1020 of the "Standard Specifications".

For PCC PAVEMENT, 9", this item of work shall consist of the furnishing, placement and compaction of a minimum of 5" thickness of AGGREGATE BASE COURSE, TYPE B, under the proposed pavement, as needed for proper construction of PCC PAVEMENT, 9", which shall be incidental to this pay item. All necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), as defined within these specifications or as directed by the Engineer, shall be paid for at the contract unit price per CUBIC YARD of EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL). This work shall also be performed in accordance with Sections 107.09, 301, 302, 351 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, except as modified herein, and as aforementioned.

Except for PCC PAVEMENT, 9", the scope of work for the following pay items: PCC PAVEMENT PATCHING (VARIOUS LOCATIONS); COMBINATION CONCRETE CURB AND GUTTER; PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5"; and PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT, 6", as applicable, shall include all necessary saw-cutting; all necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), with the proper off-site disposal of all excavated materials and/or unsuitable base materials; all necessary preparation of the sub-grade, including shaping and final compaction of the earth for the construction and placement of the described pay items; the provision, placement and compaction of all necessary AGGREGATE BASE COURSE, TYPE B, to the line and grade, as shown on the plans or as directed by the Engineer; any and all necessary preparation of the site and the provision and placement of PCC materials, for the proper construction of the noted pay items, which shall be considered incidental to each of the pay items noted, herein. This includes any necessary over-excavation both behind, adjacent or below the noted appurtenance to modify the base or to adjust the location, line and/or grade for the construction of the appurtenance, and the excavation to subgrade and any additional excavation required to set the appurtenance, to the proper grade or location, as shown on the plans or in the field, and/or as directed by the Engineer (including excavation and disposal of sod, dirt or other existing materials), and shall be considered incidental to the contract unit price for those pay items, and to this contract. Any excavated material by the Contractor for forming purposes shall be considered incidental to this pay item.

For COMBINATION CONCRETE CURB & GUTTER, the scope of work shall include the construction of, but not limited to M-3.12, M-4.12, B-4.12, B-6.12, B-6.18 and/or B-6 curb, to match the adjacent curb profile. The variability of the curb and gutter or curb profile shall be considered incidental to this pay item. Curb/gutter shall have 2-6# epoxy coated reinforcing dowel bars, 24" long, placed and grouted at all construction joints, and shall be considered incidental to this pay item.

For all of the above pay items, all materials to be removed and/or excavated shall include full-depth saw-cutting neat joints at the removal limits and proper disposal of all removed materials, as shown on the plans or as directed by the Engineer.

B. MATERIALS:

PORTLAND CEMENT CONCRETE: Portland cement concrete to be constructed for the above scope of work shall conform to Section B.4 of these specifications, and as noted herein. **(See page 36 of these specifications).**

AGGREGATE BASE COURSE, TYPE B: All AGGREGATE BASE COURSE, TYPE B, shall comply with the specifications set forth, herein, must be **virgin crushed limestone**, conforming to CA-6 gradation, unless noted or directed otherwise, and shall be considered incidental to the related pay items and to this contract.

For PCC PAVEMENT, 9"; PCC PAVEMENT PATCHING; and COMBINATION CONCRETE CURB AND GUTTER, all necessary AGGREGATE BASE COURSE, TYPE B, shall be provided and compacted, as required and as directed by the Engineer, at a compacted depth of five (5) inches. For PCC DRIVEWAY PAVEMENT, 6"; and PCC SIDEWALK, 5", all necessary AGGREGATE BASE COURSE, TYPE B, shall be provided and compacted, as required and as directed by the Engineer, at a compacted depth of four (4) inches. All AGGREGATE BASE COURSE, TYPE B shall be **virgin crushed limestone**, and shall be incidental to these pay items and to this contract.

C. CONSTRUCTION REQUIREMENTS: The areas to be excavated shall be as shown on the plans or as directed by the Engineer. The materials to be excavated shall be completely removed to the satisfaction of the Engineer, and properly disposed off-site on the same day it was excavated. No overnight stockpiling of excavated materials will be allowed. No excavated material shall be stockpiled on Village parkways or streets. All saw-cutting will be full depth and be considered incidental to the contract unit price for the related pay item.

All Portland concrete shall be placed at such a consistency that the plastic mixture is workable but does not exceed the slumps noted in Section B.4 of these specifications. Concrete shall not be placed that has been batched in excess of one (1) hour. Any truck shall be empty within one and one-half (1-1/2) hours after batching or the load, or portion thereof, shall be rejected.

Placement shall be accomplished in an acceptable and workmanlike manner. Care shall be exercised to avoid segregation of the mixture. The mixture shall be properly consolidated (by vibrator or spading) prior to or concurrently with the strike-off operation.

Any required forms shall be clean and securely staked and braced prior to placement of concrete. Forms may be wood or metal, straight and free from warp. Deviation from true straightness shall not exceed the following limits for a 10-ft. length when checked with a stringline:

Horizontal:	3/8 inch
Vertical:	1/4 inch

Forms shall be stable enough to prevent vertical movement during placement and finishing operations.

All concrete shall be worked sufficiently to bring 1/8 inch to 1/4 inch of mortar to the surface to allow for proper finishing. Prior to the final set, the finished project shall be given a lightly broomed finish at right angles to the centerline of the road or to the flow line.

All freshly placed concrete shall be properly cured with polyethylene sheet (properly secured), or two coats of a membrane curing compound with a fugitive dye, for a minimum period of 72 hours. Curing application shall be accomplished as soon as it can be applied without marring the finish.

Calcium chloride shall not be in concrete mixture except in cold weather construction and at that time shall not be in excess of 2%. Portland cement concrete shall not be placed on a spongy or frozen grade. When freezing temperatures are predicted within 72 hours of placement, adequate insulation shall be provided for protection against freezing.

COMBINATION CONCRETE CURB AND GUTTER: the required contraction joints shall be sawed at 15-ft. intervals and cleaned and filled with an approved joint filler. Contraction joints shall be formed by saw cutting to a depth of at

least two (2) inches. A keyed construction joint shall be placed at all locations of adjacent sidewalk. Expansion joints shall be installed at 60' maximum intervals and at all points of curvature where the radius is less than 100'. Expansion and contraction joints shall be placed to match joints in P.C.C. pavement.

The curb shall be depressed as shown in the plans for all entrances, accessibility ramps, driveway aprons, and/or as directed by the Engineer. Placement of depressed curbing for private walkways or carriage walks shall not be permitted, unless otherwise directed by the Engineer.

For those sections of roadway to be widened, or other areas where a void exists between the face of the curb and the edge of the pavement, the void between the newly placed concrete curb and the existing, saw-cut edge of pavement shall be filled with an IDOT approved PV Portland Cement Concrete mixture and rough finished to 3" below the proposed finished edge of pavement grade, and shall be considered incidental to this pay item.

Any pavement area adjacent to the curb and gutter, not designed to be removed, which is removed, damaged or otherwise disturbed during construction operations, shall be restored to the satisfaction of the Engineer. The restoration will not be paid for separately but shall be considered incidental to the associated curb and gutter pay item.

The Contractor must schedule the removal and replacement of the curb and gutter such that only one side of a given street will be under construction at any one time. All residents shall be given a minimum of 48 hours of notice prior to excavation of their driveway, or other construction that will impair access to their property. In no case shall an open excavation caused by removal of existing curbing, whether formed or not formed remain open for more than 3 working days, without accruing penalties described below for Additional Liquidated Damages.

AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS shall be considered incidental to this pay item and to this contract, except as follows:

ONLY for that work relating to the construction of HMA BASE COURSE, 4", and/or PCC PAVEMENT, 9", shall AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS be paid for at the contract unit price per TON. For all other construction described within these plans and specifications, AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS shall be considered incidental to the related pay items.

AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS shall also consist of furnishing, placing and compacting temporary aggregate to maintain driveway access in those locations where pavement, curb and/or driveway apron is to be removed and replaced in front of existing driveway entrances.

Disturbed pavement, driveway and parkway areas shall be restored immediately following replacement operations, in all cases within 3 working days from the date curb and gutter is cast. The Engineer shall stop the Contractor from further removal operations at any time he determines the restoration is not being done in a timely manner.

ALL CONTINUOUS LENGTHS OF CURB AND GUTTER MUST BE PLACED WITH THE USE OF A SLIP-FORM MACHINE. SPOT LOCATIONS OF CURB AND GUTTER REPLACEMENT MAY BE CONSTRUCTED BY HAND.

PCC SIDEWALK REMOVAL AND REPLACEMENT, 5": Sidewalks shall be a minimum of 5" thick and 6" thick through driveways. This additional thickness of sidewalk will be considered incidental to the contract unit price for PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5". Expansion joints shall be placed where the sidewalk abuts existing sidewalk, curbs and between concrete driveway pavement.

Any damage to the existing adjacent sidewalk, driveways and/or other adjacent appurtenance remaining in place due to forming methods or the removal operation shall be replaced to the satisfaction of the Engineer at the Contractor's own expense.

PCC PAVEMENT, 9": Pavement shall be constructed as PORTLAND CEMENT CONCRETE PAVEMENT, 9", including all necessary AGGREGATE BASE COURSE, TYPE B, which shall be **virgin crushed limestone**, and shall be provided and compacted, as necessary and as directed by the Engineer, at a minimum depth of four (4)

inches, and shall be incidental to this pay item. All necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), required for the proper construction of PCC PAVEMENT, 9" shall be paid for at the contract unit price per CUBIC YARD of EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL).

The pavement will be constructed in two longitudinal sections; the longitudinal construction joint shall utilize #6 tie bars, 30" in length, if formed in place (24" in length if drilled and grouted in place), set at 30"/24" on center, respectively. Transverse construction joints shall be dowelled using 1 1/2" diameter epoxy coated dowel bars (#12), 18" in length, set at a spacing of 12" on-center, if directed by the Engineer. Dowel and tie bars shall be placed both vertically centered in the slab and horizontally centered between the two slab sections. Construction joints shall use a preformed header board drilled for the dowel/tie bars. Transverse contraction joints shall be spaced at a maximum of 15' intervals, saw-cut 1/8" wide and 3" deep, filled with a hot poured joint sealer. Transverse contraction joints shall use 1 1/2" diameter dowel bars, 18" in length, set at 12" on center, supported by bar supports. All jointing shall meet the criteria set forth in the Standard Specifications and Highway Standards BLR 14-10 and Standard 420001-08, for PORTLAND CEMENT CONCRETE PAVEMENT (NONREINFORCED), included herein. The Contractor may propose alternate construction methods to be reviewed and approved by the Engineer.

For PCC PAVEMENT, 9", concrete pavement joints for the newly placed sections of pavement or curb shall match with the existing pavement joint pattern, if applicable. All required saw-cutting shall be considered incidental to the contract unit price for this pay item.

PCC PAVEMENT PATCHING (VARIOUS LOCATIONS): Pavement patching shall be either **Class B or Class C**, of the pavement type, size or depth specified herein, on the plans or as directed by the Engineer, as the case may be, to match the adjacent roadway composition, but shall be paid for as PCC PAVEMENT PATCHING (VARIOUS LOCATIONS), regardless of the pavement type, size or depth being patched.

Typical pavement depths are as follows, but will be the responsibility of the Contractor to ascertain the exact measurements: **Minimum patching depths shall not be less than:** Alleys at 9" PCC; Roadway Pavement at 10" PCC.

PCC PAVEMENT PATCHING (VARIOUS LOCATIONS) shall be located as noted and/or as directed by the Engineer. All transverse joints shall be 3/4" wide by 2 1/8" deep, with 7/8" closed cell plastic foam backer rod, sealed with hot poured joint sealer. All patches shall also consist of furnishing and placement of epoxy coated dowels to tie into the adjacent existing pavement, and joint sealer, in accordance with IDOT STD 442101-07. All work described shall be considered incidental to the contract unit price for PCC PAVEMENT PATCHING (VARIOUS LOCATIONS).

All noted work shall be performed in accordance with the related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, except as modified herein.

PCC PAVEMENT PATCHING shall allow for two mobilizations. The first mobilization shall address all winter pavement excavations, and shall occur upon the commencement of this contract, and be completed by May 15, 2020. The second mobilization shall occur at the end of the contract but no later than August 14, 2020, unless approved by the Village of Winnetka.

Where utility cuts have necessitated the need to remove the curb adjacent to the patch, the PCC PAVEMENT PATCHING (VARIOUS LOCATIONS) shall extend to the back of the adjacent curb, matching the adjacent curb profile. Though the horizontal measurement of the curb shall be included in the overall dimension of the patch, the construction of the curb profile shall be considered incidental to the pay item for PCC PAVEMENT PATCHING (VARIOUS LOCATIONS). The joint between the curb and pavement shall be saw-cut, upon curing.

All materials removed shall be disposed of the same day it is removed. No excavated materials shall be stockpiled on Village parkways or streets.

GENERAL: During the removal of material and preparation for placement of PCC material, a tolerance of no more than one-foot of the existing limits shall be exceeded for restoration. All restoration outside of these limits shall be included in the cost of the associated curb and gutter removal and replacement pay item. The Engineer shall stop the Contractor from further removal operations at any time he determines the restoration is not being done in a timely manner.

ADDITIONAL LIQUIDATED DAMAGES: The Contractor shall coordinate the work so that the period of time between the removal of the existing concrete and the placement of the new concrete is kept to a minimum. This period shall not exceed **24 hours for PCC PAVEMENT PATCHING (VARIOUS LOCATIONS); or 3 calendar days, for other concrete work; and must be on the same day for PCC PAVEMENT, 9", unless otherwise noted herein or as directed by the Engineer.** The Engineer shall determine if an extension of time will be allowed due to weather or other unforeseen circumstances. The Engineer shall assess liquidated damages of \$2000 per day for each day after the noted calendar days have passed without approval for a time extension. These liquidated damages are in addition to the liquidated damages outlined in Section 2.5b of these specifications.

Care must be taken not to remove more than can be replaced in the same day. If inclement weather prohibits the placement of new concrete pavement on the same day, the concrete may be poured within 24 hours, or as weather permits. However, steel plates must be placed over any open pavement excavation, should the replacement period exceed 24 hours, which shall be considered incidental to this pay item. This period between removal and replacement shall not exceed **24 hours for PCC PAVEMENT PATCHING (VARIOUS LOCATIONS), unless otherwise noted herein or as directed by the Engineer.**

D. PAYMENT: All labor, equipment, and materials necessary to construct the work described herein, that requires Portland cement concrete shall be paid for at the appropriate contract unit price for either: per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5"; per SQUARE YARD for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, 6"; per SQUARE YARD for PORTLAND CEMENT CONCRETE PAVEMENT, 9"; per SQUARE YARD for PORTLAND CEMENT CONCRETE PAVEMENT PATCHING (VARIOUS LOCATIONS); and per FOOT for COMBINATION CONCRETE CURB AND GUTTER, as measured in-place, which prices shall also include all saw-cutting, the excavation and proper disposal of all excavated materials, as described herein, as site conditions warrant, and all work described herein. As noted herein, EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) shall be incidental to all pay items described above, except for PCC PAVEMENT, 9"; and the provision, placement and compaction of all AGGREGATE BASE COURSE, TYPE B necessary to properly place the above pay items shall be considered incidental to all pay items, and to this contract.

Transitional sections for curb & gutter are indicated in the measurement for the curb/gutter standard pay item. The filling with concrete of all voids for curb construction shall be considered incidental to that pay item. All Stone weight tickets shall be provided to the Village upon delivery of the materials.

SECTION B.14**DETECTABLE WARNINGS**

DETECTABLE WARNINGS: All concrete sidewalk accessibility ramps at those locations shown on the plans or as directed by the Engineer shall be constructed with Detectable Warnings, in accordance with the Americans with Disabilities Act (ADA) standards, and Section 424.09 of the Standard Specifications for Road and Bridge Construction, latest edition, and shall be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS. The work of removing and replacing the concrete sidewalk ramp shall be paid for as SIDEWALK REMOVAL and PORTLAND CEMENT CONCRETE SIDEWALK, 5", respectively.

For accessibility ramps, the detectable warning devices shall be Neenah Foundry Detectable Warning Plates, undipped, natural finish, 2 ft. x 2 ft. square plates. The cost of these detectable warning plates shall be per SQUARE FOOT for DETECTABLE WARNINGS.

The detectable warning plates shall extend across the width of the ramp (2 plates, typical), leaving the outermost 6" perimeter of the ramp untextured, plain concrete. The plates shall be placed such that the top of the truncated domes are flush with the surrounding surface of concrete. Placement, finishing and curing shall conform to the above noted specifications, and as directed by the Engineer.

PAYMENT: All labor, materials, equipment, subgrade preparation, excavation, removal, and proper disposal of the excavated materials, as well as all aggregate materials, etc., necessary to construct all items of work shall be paid for at the appropriate contract unit price for either per SQUARE FOOT for DETECTABLE WARNINGS, as measured in-place.

SECTION B.15 COMBINATION CURB AND GUTTER/CURB REMOVAL

A. SCOPE OF WORK: This work shall consist of the removal and all necessary excavation and proper disposal of existing curb and gutter, and related materials, as the case may be, in addition to any unsuitable base materials and adjacent materials, and the necessary preparation of the site for the proper installation of COMBINATION CONCRETE CURB AND GUTTER (of variable cross-section), at those locations shown on the plans or as directed by the Engineer. All work shall be in accordance with Section 351, 406, 424, 440 and applicable sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as described herein. Excavation to the subgrade shall not be paid for separately, but shall be included in the cost of the respective pay item described herein.

B. CONSTRUCTION REQUIREMENTS: Removal shall include full-depth saw-cutting neat joints at the removal limits and proper disposal of all removed materials, as shown on the plans or as directed by the Engineer. For COMBINATION CURB AND GUTTER/CURB REMOVAL, all EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and removal of materials, required to set the curb and gutter to the proper grade, and with the proper machinery, shall be considered incidental to the contract unit price for that pay item. This includes any necessary over-excavation both behind the back of curb or below the curb to modify the base or to adjust the line and grade for the construction of curb/curb and gutter. For Curb and Gutter, excavation to subgrade and any additional excavation required to set the curb and gutter to the proper grade, as shown on the plans or as directed by the Engineer (including excavation and disposal of sod, dirt or other existing materials), shall be considered incidental to the contract unit price for those pay items, and to this contract. Excavated materials shall include, but not limited to, Portland cement concrete pavement, hot-mix asphalt pavement, aggregate subbase and soil. Any excavated material by the Contractor for forming purposes shall be considered incidental to this pay item.

Any excavated material shall be properly disposed of at a suitable off-site location the same day it was excavated, no overnight stockpiling of excavated materials will be allowed. All necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL), shall be considered incidental the related pay items and this contract. AGGREGATE BASE COURSE, TYPE B, shall be incidental to the contract.

If the existing base is soft or unsuitable for curb and gutter construction, the Contractor shall remove the existing base and provide compacted granular material (CA-6 or approved equal). This work shall be considered incidental to the contract unit price for this pay item.

During the removal of materials and preparation for placement of either HMA or PCC material, a tolerance of no more than one-foot of the existing limits shall be exceeded for restoration. All restoration outside of these limits shall be included in the cost of the associated pay item. The Engineer shall stop the Contractor from further removal operations at any time he determines the restoration is not being done in a timely manner.

All homeowners shall be given a minimum of 48 hours of advance notice prior to the excavation of their driveway or other access to their property. This item includes all driveways, sidewalks, curb and gutter removed due to conflict with work items included in the contract documents, or as directed by the Engineer. Any damage to adjacent driveway, sidewalk and/or curb and gutter to remain by the Contractor will not be paid for separately, but shall be replaced at the Contractor's own expense.

C. PAYMENT: All labor, equipment, and materials necessary to complete these items of work shall be paid for at the appropriate contract unit price per FOOT of COMBINATION CURB AND GUTTER/CURB REMOVAL, and based upon in-place measurements. This price shall include all full-depth saw-cutting, excavation and proper disposal of materials, and restoration of adjacent parkway/lawn to existing or better condition, with top soil, seed and/or sod, as directed by the Engineer.

SECTION B.16: PAVEMENT MARKING

**THERMOPLASTIC PAVEMENT MARKING – LINE, 4” OR 6” WHITE/YELLOW; 12” WHITE;
OR 24” WHITE LINE; LETTERS AND SYMBOLS**

**MODIFIED URETHANE PAVEMENT MARKING, RECESSED – LINE, 4” OR 6” WHITE/YELLOW; 12” WHITE;
OR 24” WHITE LINE; LETTERS AND SYMBOLS**

A: SCOPE OF WORK: This work shall consist of furnishing and installing Thermoplastic pavement marking, and/or Modified Urethane Pavement Marking, Recessed in accordance with Section T 501 of the "Standard Specifications of Traffic Control Items", and Section 780 of the "Standard Specifications for Road and Bridge Construction", latest edition. Markers shall be placed on the pavement in accordance with the plans and specifications and as directed by the Engineer.

B: MATERIAL: Material shall meet the requirements of Section T 502 of "Standard Specifications for Traffic Control Items" and Section 780 of the "Standard Specifications for Road and Bridge Construction", latest edition.

C: INSTALLATION: Installation shall be performed in accordance with Article T 503 of Standard Specifications for Traffic Control Items, and Section 780 of the "Standard Specifications for Road and Bridge Construction", latest edition. Before applying the pavement marking material, the pavement shall be clean, dry, and free of any debris or any other material that would reduce the adhesion of the markings on the pavement. Pavement markings shall be completed within 5 days of placement of the final surface course and/or opening of PCC Pavement to traffic.

All final pavement markings on hot-mix asphalt surfaces shall be Thermoplastic.

All final pavement markings on PCC pavement surfaces and/or Permeable Pavement shall be Modified Urethane Pavement Marking. **PAVEMENT MARKINGS SHALL BE RECESSED INTO PCC PAVEMENT, ONLY**, following the IDOT BDE provision for GROOVING FOR RECESSED PAVEMENT MARKINGS (attached), and shall be considered incidental to the related pay items for MODIFIED URETHANE PAVEMENT MARKING, RECESSED. The grooving equipment shall have a free-floating saw blade cutting head equipped with gang-stacked diamond saw blades. The diamond saw blades shall be of uniform wear and shall produce a smooth textured surface, with a **minimum mill depth of 1/8” across the full width of the striping to be placed**. Any ridges in the groove shall have a maximum height of 15 mils (0.38 mm). Modified Urethane Pavement Marking shall have a minimum Wet Film Thickness of 20 mils ± 1 mil.

D: LOCATION: Location of pavement markings, of the size and type specified, shall be in accordance with the plans and as directed by the Engineer. While there will be pavement marking as part of the road rehabilitation portion of this contract, at the locations specified herein and/or on the plans, there will also be pavement marking, at various locations throughout the Village. Such locations will be provided to the Contractor awarded this contract, **and will need to be scheduled for completion early in the contract, as weather permits**.

E: BASIS OF PAYMENT:

THERMOPLASTIC PAVEMENT MARKING: This item shall be paid for at the contract unit price per FOOT for THERMOPLASTIC PAVEMENT MARKING – LINE, 4” or 6” WHITE/YELLOW; 12” WHITE; or 24” WHITE, or per SQUARE FOOT for LETTERS AND SYMBOLS as the case may be, installed, which price shall include labor, materials, equipment and incidentals necessary to complete the work. The unit price shall be the same for the use of either yellow or white thermoplastic, of the same width.

MODIFIED URETHANE PAVEMENT MARKING, RECESSED: This item shall be paid for at the contract unit price per FOOT for MODIFIED URETHANE PAVEMENT MARKING, RECESSED - LINE, 4” or 6” WHITE/YELLOW; 12” WHITE; or 24” WHITE, or per SQUARE FOOT for LETTERS AND SYMBOLS. This item shall be paid for at the contract unit price per FOOT for MODIFIED URETHANE PAVEMENT MARKING, RECESSED – LINE, 4” or 6” WHITE/YELLOW; 12” WHITE; or 24” WHITE, or per SQUARE FOOT for LETTERS AND SYMBOLS as the case may be, installed, which price shall include labor, materials, equipment and incidentals necessary to complete the work, including GROOVING FOR RECESSED PAVEMENT MARKINGS, as described herein. The unit price shall be the same for the use of either yellow or white colored modified urethane or preformed plastic, of the same width.

SECTION B.17

PERMEABLE PAVEMENT

A. SCOPE OF WORK: This work item shall consist of the provision and installation of a complete permeable pavement system (UNILOCK Eco-Priora, or approved equal), which shall include the provision of all materials, labor, transportation, services, and equipment necessary to supply and install the system as indicated. The system includes: all EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL); permeable pavers (as specified below), aggregate stabilization layer, underdrain, aggregate storage layer, and geotextile fabric, as specified herein and as shown on the plans, and as directed by the Engineer. Perforated 6" pipe underdrains shall be constructed in accordance with the Village of Winnetka Public Works and Engineering Design Guidelines; with Sections 550, 601, 208 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition; and the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, and as specified, herein. A Pre-Installation meeting shall be held to discuss project site, system to be installed, specifications required, and system use and maintenance.

This scope of work shall also include all necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and disposal of excavated materials to construct the permeable pavement system, in accordance with Section B.7 of these specifications; the provision and placement of the required GEOTEXTILE FABRIC, TYPE DF, SCHEDULE A, in accordance and as defined in Section B.8 of these specifications; the provision and placement of all required aggregate materials, as specified herein; the placement and connection of the required 6" pipe underdrain system, as specified herein, and any necessary pre-formed expansion joint material to separate the system from the adjacent pavement construction, as recommended by the manufacturer.

B. MATERIALS AND CONSTRUCTION METHODS:**PRODUCTS:****Permeable Brick Paver Specification:**

- A. UNILOCK Eco-Priora, Heritage Brown, Premier Finish, or approved equal;
- B. 5" x 10" brick;
- C. Eco-Priora E, Set in a Herringbone Pattern (Similar to the Elm Street and Lincoln Avenue Parking Lot Pattern)

Sub Base:

- A. GEOTEXTILE FABRIC, TYPE DF (Drainage Filtration), SCHEDULE A. Refer to the GEOTEXTILE FABRIC Special Provision in Section B.8. Fabric shall be placed and wrapped around the 3 sides of the excavation trench for the paver system, between the sub-soil and the ASTM No. 2 base.
- B. Aggregate Storage Layer: Aggregate Storage Layer – 12" of ASTM No. 2 - **WASHED** Aggregate, placed over the geotextile fabric; plus 6" of ASTM 57 – **WASHED** Aggregate, placed over the 12" ASTM No. 2 aggregate; or as directed by the Manufacturer; for a total depth of 18".
- C. Aggregate Setting Bed: 1.5" – 2" Permeable Setting Bed Aggregate, Open-graded, **WASHED**, crushed, angular stone, meeting ASTM No. 8 gradation, or IDOT CA-16, or as directed by the Manufacturer.
- D. Underdrain (6") as specified herein under PIPE UNDERDRAINS, 6".

**ALL AGGREGATE MATERIAL DESCRIBED SHALL BE VIRGIN CRUSHED LIMESTONE, ONLY.
CRUSHED CONCRETE WILL NOT BE PERMITTED.**

EXECUTION:

Earth Excavation: All excavation required to install the permeable pavement in accordance with these specifications, as shown on the plans and as directed by the Engineer, shall be incidental to this pay item, and shall be performed in accordance with Section B.7 EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL).

Base Preparation:

A. Materials

1. GEOTEXTILE FABRIC, TYPE DF (Drainage Filtration), SCHEDULE A. Refer to the GEOTEXTILE FABRIC Special Provision in Section B.8. Fabric shall be placed and wrapped around the 3 sides of the excavation trench for the paver system.
2. All sub-base, base and bedding material shall be free of fines. **ALL AGGREGATE MATERIAL DESCRIBED SHALL BE VIRGIN CRUSHED LIMESTONE, ONLY. CRUSHED CONCRETE WILL NOT BE PERMITTED.**
3. Aggregate Storage Layer shall be a total of 18"; consisting of 12" of ASTM No. 2 - **WASHED** Aggregate (no fines); and 6" of ASTM No. 57, **WASHED** (no fines), or as directed by the Manufacturer.
4. Underdrain (6") as specified herein under PIPE UNDERDRAINS, 6".
5. Aggregate Leveling Setting Bed Pad shall be 1.5" – 2" thick, 3/8" open graded, single washed coarse aggregate, **WASHED**, crushed, angular stone, meeting ASTM No. 8 gradation, or IDOT CA-16, or as directed by the Manufacturer.
6. Vibratory Plate Compactor or mechanical tamper shall be used for compacting, leveling, and smoothing aggregate within the water storage and leveling layers.

C. Pre-construction

1. Installing permeable materials over wet or frozen base soil conditions is not permitted.
2. The installation sequence shall be mutually agreed upon prior to construction.

D. Construction

1. Excavate to the depth of base to meet design requirement.
2. Install geotextile fabric, woven, Table 1, Type 1, per the GEOTEXTILE FABRIC special provision, on the bottom and sides of the excavated area. Overlap textile a minimum of 12 inches at the edge of fabric, and keep seams clear of washed aggregate. Run fabric up the sides of the excavation and tack to the backside of trench to prevent sediment migration into storage reservoir.
3. Aggregate Storage Layer. a. Install CA-7 aggregate in 6-inch maximum lifts. Lightly compact each layer with equipment, keeping equipment movement over storage bed subgrades to a minimum. Install aggregate to grades indicated on the drawings. Refer to the AGGREGATE STORAGE LAYER special provision.
4. Place underdrain piping as specified on the construction plans and connect to outlet as per plans
5. Install leveling pad aggregate evenly over surface of stone bed, sufficient to allow placement of pavement, and notify Engineer for approval. Refer to the AGGREGATE LEVELING PAD special provision.

INSTALLATION:

- A. Permeable Pavers must be set after the placement of the PCC pavement has been placed and cured, to secure and restrain the edge of the pavers. Pavers shall be set in a Herringbone Pattern (similar to the Lincoln Avenue Parking Lot pattern).
- B. Areas on which the permeable pavers are to be placed shall be constructed to the lines and grades shown on the Drawings and to the tolerances specified. The aggregate bedding layer shall be graded to a smooth plane surface to ensure that intimate contact is achieved. A small plate compactor is recommended.
- C. After installation, keep the permeable pavers protected from sediment contamination until the construction phase is complete and the system is ready for use.

THE SYSTEM MUST THEN BE PROTECTED DURING THE PERFORMANCE OF THE REMAINING PAVEMENT CONSTRUCTION AND RELATED WORK.

POST CONSTRUCTION:

Cleaning shall be required if panels are exposed to construction debris (i.e. sand, dirt, cement splatter). Cleaning to be done by a professional cleaning service. Contact manufacturer for a list of approved vendors. **UPON INSTALLATION OF THE SYSTEM, AND PRIOR TO THE COMPLETION OF THE REMAINING WORK, THE SYSTEM MUST THEN BE PROTECTED DURING THE PERFORMANCE OF THE REMAINING PAVEMENT CONSTRUCTION AND RELATED WORK.**

PIPE UNDERDRAINS 6"

MATERIALS: All pavement pipe underdrain shall be 6" diameter, rigid, perforated, polyvinyl chloride (PVC) pipe, SDR 26, as noted on the plans. The underdrain pipe openings shall be oriented to the bottom of the pipe, and shall be pitched to drain to the storm structure, with a minimum slope as noted on the plans. The rigid, perforated PVC SDR 26 pipe must be encased in a permeable fabric sock.

CONSTRUCTION: All pavement underdrain construction shall be in accordance with the Village of Winnetka Public Works and Engineering Design Guidelines, with Section 550, 601, 208 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as noted on the plans and specified herein. Given the 10' width of the PERMEABLE PAVEMENT, two (2) – runs of pipe underdrain 6" shall be provided for the system. **There shall be a minimum of 2" of Sub-base aggregate material bedding under the pipe.**

- D. **PAYMENT:** All labor, equipment and materials necessary to construct the PERMEABLE PAVEMENT, complete, as described herein and shown on the plans, and as directed by the engineer. The all-inclusive price shall include, but not be limited to: all EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL); Permeable Pavers, as specified herein or as directed by the engineer, aggregate stabilization layer, underdrain, aggregate storage layer, and geotextile fabric, and include all necessary saw-cutting, disposal of all materials, coring and connections of pipe to the existing and/or proposed storm structures, and shall be paid for at the contract unit price per square yard (SY) for PERMEABLE PAVEMENT. Payment quantity shall be measured in-place to the outside edge of the permeable pavement system, as shown on the plans or as directed by the Engineer.

SECTION B.18: SANITARY MANHOLES, 48" I.D. REMOVE AND REPLACE

A. SCOPE OF WORK: This item of work shall include furnishing all labor, equipment and materials necessary to excavate, remove and construct sanitary manholes, as shown on the plans or as directed by the Engineer. All work shall be performed in accordance with the Village of Winnetka Public Works and Engineering Design Guidelines, the "Standard Specifications for Water and Sewer Construction in Illinois", latest edition, and the Metropolitan Water Reclamation District of Greater Chicago "Sewage and Waste Control Ordinance", latest edition.

B. CONSTRUCTION REQUIREMENTS: All Sanitary manholes are to be pre-cast reinforced concrete eccentric type with a minimum 48" interior diameter. Cone sections shall have a 3" integrally cast pre-cast concrete collar. All pipe penetrations are to be sealed via the use of a flexible, synthetic rubber pipe sleeve that is to be fastened to the pipe with stainless steel bands. Barrel sections shall be sealed using a butyl rubber material strip and/or rubber gasket. Chimney seals, as required, are to be internal type, manufactured by "Cretex" or approved equal. Steps shall be made of steel reinforced plastic, using an approved plastic meeting ASTM D4101, Type II, Grade 49108, over a #3 Grade 60, ASTM A615, reinforcing bar. A maximum of eight (8) inches of adjusting rings shall be used. Manhole walls shall be 5" thick. Manhole base sections shall be 6" thick and be integrally cast into the lowest barrel section. Manholes shall rest on a minimum of 6" compacted sand cushion. The pipe invert elevation shall be 2" above the interior floor of the base, with a concrete bench extending to the spring line of the pipe. Sanitary manholes shall conform to the details shown on the plans. Frames, grates and/or lids shall conform to those specified in the plans. Work shall include the proper connection of the existing or proposed sewers to the manhole. If the sewer must be cut or extended to make a proper connection to the structure, the additional pipe and connectors shall be considered incidental to this pay item.

All frames and covers shall be Neenah Foundry R-1713, or approved equal, with concealed pick holes and sealed cover. Manhole covers must have "SANITARY" and the Village's Logo cast into the top of the cover. (SEE DETAIL) If the Contractor elects to perform "SPECIAL" adjustments due to traffic or other considerations, the additional costs shall be solely borne by the Contractor. All frames and grate adjustments shall be set and locked in a concrete collar, be it from the adjacent curb construction or other.

All pipe penetrations into existing sanitary manholes must be properly sized, cored and sealed with flexible watertight connections.

The existing sanitary sewer will need to be cut back a minimum of 3' to either side of the proposed manhole to allow for the new sanitary manhole construction. The existing sanitary sewer must be reconnected to the new manhole with a minimum of 3' of new sanitary sewer (PVC SDR 21, min), including all necessary connectors (non-shear mission bands), installed and connected to the new sanitary manhole via flexible manhole pipe boots, in accordance with the plans and details. All work described herein and as shown on the plans and details will be considered incidental to this pay item. The Contractor will be solely responsible for the measurement and proper fabrication of the sanitary manholes with the required openings for the sewer pipe, including the finished rim and invert elevations, before ordering or commencing with any sewer work. Manhole installation shall comply with ASTM C891. Should there be any separation issues between sewer and water, the sewer pipe shall be upgraded to PVC pressure rated pipe, conforming to ASTM D 2241, SDR 21 or 18, with joints conforming to ASTM D 3139, using flexible elastomeric seals. This upgrade shall be considered incidental to this pay item.

The Contractor shall adhere to guidelines for the final adjustment of the frame and cover based upon the location of the structure. Refer to Special Provision for FRAMES AND GRATES/LIDS, as described herein.

C. PAYMENT: All materials, equipment and labor necessary to excavate and remove existing sanitary manholes, construct the sanitary manholes, and all work and materials as described herein or as directed by the Engineer, and shall be paid for at the contract unit price EACH for SANITARY MANHOLES, 48" I.D. REMOVE AND REPLACE. Such payment shall include all saw-cutting, excavation, provision and compaction of granular bedding, backfill and trench backfill (refer to the Village of Winnetka Standard Details for specifics), flexible manhole pipe boots with stainless steel bands, additional barrel sections for extra depth manholes, frame sealing to the barrel section (mortar in paved areas), any flat top lids, adjusting rings and any necessary adjustments required to match final grades, the appropriate frame and lid and the provision sewer pipe, regardless of diameter, and proper connection of any existing sewer pipe to the new structure (minimum 3-feet to either side), including all necessary non-shear mission band connectors, and the provision and installation of internal chimney seals. Provision, placement and compaction of bedding, backfill, including trench backfill used in backfilling sanitary manholes, and any necessary pavement patches required around the structure, shall be included and shall be considered incidental to the cost of the SANITARY MANHOLE, 48" I.D., REMOVE AND REPLACE.

SECTION B.19 SANITARY MANHOLE CHIMNEY SEAL

For all sanitary sewer manholes, chimney seals shall be provided (refer to provision for SANITARY MANHOLE, 48" I.D., REMOVE AND REPLACE.).

Chimney seals shall be internal, and as directed by the Engineer. Chimney seal installation work shall include furnishing and installing an internal or external chimney seal as manufactured by "Cretex Specialty Products", or approved equal by the Village, and any necessary materials to provide a complete job. For sanitary manhole rim adjustments this work shall be paid for at the contract unit price for SANITARY MANHOLE CHIMNEY SEAL.

SECTION B.20: INLETS, TYPE A

A. SCOPE OF WORK: This item of work shall include furnishing all labor, equipment and materials necessary to construct storm inlets, as shown on the plans or as directed by the Engineer. In addition, this work shall also include all necessary excavation of materials and proper disposal of same materials, any necessary removal of existing structures to be replaced and/or relocated by the proposed structure. All work shall be performed in accordance with the Village of Winnetka Public Works and Engineering Design Guidelines, with Section 602, 605 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition.

B. CONSTRUCTION REQUIREMENTS: All storm inlet structures are to be pre-cast reinforced concrete concentric type with a minimum 24" interior diameter. A maximum of eight (8) inches of adjusting rings shall be used. Inlet walls shall be 3" thick and have a base section that is 4" thick and be integrally cast into the lowest barrel section. Inlets shall rest on a minimum of 4" compacted granular cushion. Storm inlets shall conform to the details shown on the plans. Frames, grates and/or lids shall conform to those specified in the plans.

Work shall include the proper connection of the existing or proposed sewers and/or services to the inlet. If the sewer and/or service must be cut or extended to make a proper connection to the structure, the additional pipe and connectors shall be considered incidental to this pay item. For existing brick sewers, any necessary sewer repair at the point of connection must be properly bricked and mortared to match the existing pipe cross-section and configuration, which shall also be considered incidental to this pay item. Any existing structure to be removed for a new structure, shall be removed in its entirety, filling any void space with trench backfill, which shall be considered incidental to this pay item.

All sewer pipe shall be polyvinyl chloride (PVC) SDR 26 pipe. All pipe fittings and connectors necessary to connect any proposed storm sewer to an existing/proposed structure shall be considered incidental to this pay item. Should there be any separation issues between sewer and water, the sewer pipe shall be upgraded to PVC pressure rated pipe, conforming to ASTM D 2241, SDR 21 or 18, with joints conforming to ASTM D 3139, using flexible elastomeric seals. This upgrade shall be considered incidental to this pay item.

Curb inlets frames and grates shall be either Neenah Foundry R-3501-P; R-3513 or R-2504 for depressed curb; or approved equal. Inlets for barrier curbs shall utilize Neenah Foundry R- 3015, with type L Grate, or approved equal. Inlets for driveways will also use Neenah R-1713 with Type D grates (or more commonly known as IDOT Type 1 Frame with open lid). Inlets for parkways shall be Neenah R-4340-B or approved equal. Frames and grates shall be imprinted with "NO DUMP – DRAINS TO WATERWAY", which shall be incidental to this pay item. Frames and grates, as well as their final adjustment, shall be considered incidental to this pay item.

All inlet structures shall be protected from sedimentation by the use of filter fabric over the inlet or other engineered inlet protection devices, as approved by the Village Engineer, and shall be considered incidental to the contract unit price for INLETS, TYPE A.

All excavation around structures must be compacted in such a manner so as not to cause any settlement around the structure, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract; and any necessary pavement patches required around the structure, shall be included and shall be considered incidental to the cost of the INLETS, TYPE A.

C. PAYMENT: All materials, equipment and labor necessary to construct the inlets, and any removal and disposal of existing structures and excavated material, shall be paid for at the contract unit price EACH for INLETS, TYPE A. Such payment shall include all excavation of materials and proper disposal of same materials, any adjusting rings, the appropriate frame and grate and their final adjustment, and the proper connection of any existing sewer and/or service pipe to the new structure. Provision, placement and compaction of bedding, backfill, including trench backfill used in backfilling inlets, and any necessary pavement patches required around the structure, shall be included and shall be considered incidental to the cost of the INLETS, TYPE A.

SECTION B.21: MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID/OPEN LID

A. DESCRIPTION: This item of work includes furnishing all labor, equipment, materials necessary to construct manholes, as shown on the plans or as directed by the Engineer. In addition, this work shall also include all necessary excavation of materials and proper disposal of same materials, any necessary removal of existing structures to be replaced and/or relocated by the proposed structure. All work shall be performed in accordance with Section 602 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition.

B. CONSTRUCTION REQUIREMENTS: Manholes, as shown on the plans shall be pre-cast reinforced concrete, with the bottom section integrally cast with the lowest barrel and/or chamber section, as the case may be, and conform to the details shown on the plans. Frames and lids shall conform to those specified on the plans. Work shall include the proper connection of the existing or proposed storm sewers and/or storm service to the manhole. If the storm sewer and/or services must be cut or extended, or repaired to make a proper connection to the structure, the additional pipe and connectors shall be considered incidental to this pay item. For existing brick sewers, any necessary sewer repair at the point of connection must be properly bricked and mortared to match the existing pipe cross section and configuration, which shall also be considered incidental to this pay item.

If field conditions prohibit the installation of a 4' diameter manhole, and a 3' diameter catch basin or 2' diameter inlet is required, the cost of restocking said manhole shall be borne by the Contractor, and the item will then be paid for at the contract unit price for either CATCH BASIN, TYPE D, 3' DIA. WITH FRAME AND GRATE, or INLETS, TYPE A, as site conditions warrant.

If the Contractor elects to perform "SPECIAL" adjustments due to traffic or other considerations, the additional costs shall be solely borne by the Contractor. All frames and grate adjustments shall be set and locked in a concrete collar, be it from the adjacent curb construction or other.

All excavation around structures must be compacted in such a manner so as not to cause any settlement around the structure, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract.

C. MATERIALS: Storm manholes are to be pre-cast reinforced concrete, manholes are concentric type. Storm manholes shall have either a 48" diameter, as shown on the plans or directed by the Engineer. Cone sections shall have a 3" integrally cast pre-cast concrete collar. Steps shall be made of steel reinforced plastic, using an approved plastic meeting ASTM D4101, Type II, Grade 49108, over a #3 Grade 60, ASTM A615, reinforcing bar. A maximum of eight (8) inches of adjusting rings shall be used. Manhole barrel wall thickness shall be 5" and shall have a base thickness of 6" which is integrally cast with the lowest barrel section. Bases shall be set onto a minimum of 4" compacted sand cushion. Closed lids shall have "STORM" and the Village Logo cast into the top of the lid (See Detail). Open lids shall be Neenah R-2504, or approved equal, and shall be imprinted with "NO DUMP – DRAINS TO WATERWAY". Frames and grates/lids and their final adjustment, shall be considered incidental to this pay item.

All sewer pipe shall be polyvinyl chloride (PVC) SDR 26 pipe. All pipe fittings and connectors necessary to connect any proposed storm sewer to an existing/proposed structure shall be considered incidental to this pay item. Should there be any separation issues between sewer and water, the sewer pipe shall be upgraded to PVC pressure rated pipe, conforming to ASTM D 2241, SDR 21 or 18, as C900/905 Pipe with joints conforming to ASTM D 3139, using flexible elastomeric seals. This upgrade shall be considered incidental to this pay item.

D. PAYMENT: All materials, equipment, and labor necessary to remove and replace the existing storm structure, and construct manholes shall be paid for at the contract unit price EACH for either MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID/OPEN LID, MANHOLES, TYPE A. Such payment shall include all necessary excavation of materials and proper disposal of same materials, any flat top lids, adjusting rings, the appropriate frames and grates/lids and their final adjustment, and the proper connection of existing storm sewers/pipes and/or services to the new structure. Provision, placement and compaction of bedding, backfill, including trench backfill used in backfilling manholes, and any necessary pavement patches required around the structure, shall be included and shall be considered incidental to the cost of the MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID/OPEN LID.

**SECTION B.22: CATCH BASINS, TYPE D, 3' DIA.
WITH FRAME AND GRATE**

A. SCOPE OF WORK: This item of work shall include furnishing all labor, equipment and materials necessary to construct catch basins, as shown on the plans or as directed by the Engineer. In addition, this work shall also include all necessary excavation of materials and proper disposal of same materials, any necessary removal of existing structures to be replaced and/or relocated by the proposed structure. All work shall be performed in accordance with Section 602, 605 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition.

B. CONSTRUCTION REQUIREMENTS: All new catch basins shall have a 36" interior diameter and shall be pre-cast, reinforced concrete, with the bottom integrally cast with the lowest barrel section, and conform to the details shown on the plans. Frames, grates and/or lids shall conform to those specified in the plans, and shall be included in this pay item. Frames and grates shall be Neenah R-3501-P, or approved equal; for a 3" or 4" mountable type curb and gutter; Neenah Foundry R- 3015, with type L Grate, or approved equal, shall be used for 4" or 6" barrier type curb; a Neenah R-3513 or R-2504 for depressed curb, and shall be considered incidental for this pay item, as well as their final adjustment. Frames and grates shall be imprinted with "NO DUMP – DRAINS TO WATERWAY", which shall be incidental to this pay item.

Work shall include the proper connection of the existing or proposed storm sewers and/or services to the catch basin. If the storm sewer and/or services must be cut or extended, or repaired to make a proper connection to the structure, the additional pipe and connectors shall be considered incidental to this pay item. Existing catch basins to be removed for new CATCH BASINS, TYPE D, 3' DIA. WITH FRAME AND GRATE, may be of variable diameter and material, as noted on the plans or as directed by the Engineer. Variability in existing structures to be removed shall be incidental to this pay item. For existing brick sewers, any necessary sewer repair at the point of connection must be properly bricked and mortared to match the existing pipe cross section and configuration, which shall also be considered incidental to this pay item. Any existing structure to be removed for a new structure, shall be removed in its entirety, filling any void space with trench backfill, which shall be considered incidental to this pay item.

All sewer pipe shall be polyvinyl chloride (PVC) SDR 26 pipe. All pipe fittings and connectors necessary to connect any proposed storm sewer to an existing/proposed structure shall be considered incidental to this pay item. Should there be any separation issues between sewer and water, the sewer pipe shall be upgraded to PVC pressure rated pipe, conforming to ASTM D 2241, SDR 21 or 18, with joints conforming to ASTM D 3139, using flexible elastomeric seals. This upgrade shall be considered incidental to this pay item.

If field conditions prohibit the installation of a 3' diameter catch basin, and a 2' diameter inlet is required, the cost of restocking said catch basin shall be borne by the Contractor, and the item will then be paid for at the contract unit price for INLETS, TYPE A.

All catch basin structures shall be protected from sedimentation by the use of filter fabric over the inlet or other engineered inlet protection devices, as approved by the Village Engineer, and shall be considered incidental to the contract unit price for CATCH BASINS, TYPE D, 3' DIA., WITH FRAME AND GRATE.

All excavation around structures must be compacted in such a manner so as not to cause any settlement around the structure, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract.

C. PAYMENT: All materials, equipment and labor necessary to construct the catch basins, and any removal and disposal of existing structures and excavated material, shall be paid for at the contract unit price EACH for CATCH BASINS, TYPE D, 3' DIA. WITH FRAME AND GRATE. Such payment shall include all necessary excavation of materials and proper disposal of same materials, any flat top lids, adjusting rings, the appropriate frame and grate/lid and their final adjustment, and the proper connection of the existing storm sewer and/or service pipe to the new structure. Provision, placement and compaction of bedding, backfill, including trench backfill used in backfilling catch basins, and any necessary pavement patches required around the structure, shall be included and shall be considered incidental to the cost of the CATCH BASINS, TYPE D, 3' DIA. WITH FRAME AND GRATE.

SECTION B.23: MANHOLES TO BE RECONSTRUCTED
SECTION B.24: CATCH BASINS TO BE RECONSTRUCTED

A. SCOPE OF WORK: This work shall include all materials, labor, and equipment necessary to reconstruct and adjust the existing manholes (including valve vaults or other utility structures) and/or catch basins, and their castings, should the original castings remain, to meet the proposed grade. Structures shall be reconstructed and adjusted by using pre-cast reinforced concrete elements, including: rings (not to exceed a total depth of 8"); cone sections and/or barrel sections. Reconstruction shall be for all existing structures which are to be reconstructed or adjusted to grade where **more than 2 feet** of pre-cast reinforced concrete sections are either added, removed or rebuilt. Work shall be performed in accordance with Section 602 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer. It is the Contractor's sole responsibility to determine the scope of work in each case to complete these items of work. The final adjustment of the structure's frame and grate/lid, where the existing casting is being reused, shall be incidental to the contract unit price each for either MANHOLES TO BE RECONSTRUCTED or CATCH BASINS TO BE RECONSTRUCTED.

All manholes or catch basins to be reconstructed or adjusted with open lids shall be protected from sedimentation by the use of filter fabric over the inlet or other engineered inlet protection devices, as approved by the Village Engineer, and shall be considered incidental to the contract unit price for either MANHOLES TO BE RECONSTRUCTED or CATCH BASINS TO BE RECONSTRUCTED.

Trench backfill shall consist of coarse aggregate material (CA-7, CA-11 or CA-13), up to the bottom elevation of the pavement section, to be capped with a minimum of 4" compacted AGGREGATE BASE COURSE, TYPE B - CA-6, materials. All CA-6 and CA-7 material shall be Virgin Crushed Limestone, only. The trench backfill shall be placed and compacted in lifts not to exceed 8" (loose) thickness. The material shall be compacted to 95% of Standard Lab Density. Trench backfill shall be considered incidental to this pay item. Trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed storm sewer and drainage structures or removal of existing facilities. See TRENCH BACKFILL detail, on the plans.

All excavation around structures must be compacted in such a manner so as not to cause any settlement around the structure, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract.

Existing structures noted on the plans or as directed by the Engineer to have the existing block or brick mortared to fill in any voids and/or create a smooth inner surface, shall be considered an adjustment, regardless of the vertical depth of mortaring required, and shall be considered incidental to this pay item.

If the Contractor elects to perform "SPECIAL" adjustments due to traffic or other considerations, the additional costs shall be solely borne by the Contractor. All frames and grate adjustments shall be set and locked in a concrete collar, be it from the adjacent curb construction or other.

B. PAYMENT: All materials, equipment, and labor necessary to reconstruct manholes and/or catch basins shall be paid for at the contract unit price EACH for either MANHOLES TO BE RECONSTRUCTED or CATCH BASINS TO BE RECONSTRUCTED. Such payment shall include any necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of all materials, including structure sections, placement of the sections, mortaring of the sections; provision, placement and compaction of bedding, backfill and trench backfill material; the proper connection of any existing storm sewers/pipes and/or services to the new structure; the final adjustment of the existing casting; and any necessary pavement patches required around the structure, shall be included and considered incidental to the contract unit price for this pay item.

SECTION B.25: MANHOLES TO BE ADJUSTED
SECTION B.26: CATCH BASINS TO BE ADJUSTED

A. SCOPE OF WORK: This work shall include all materials, labor, and equipment necessary to adjust the existing structures and their castings, should the original castings remain, to meet the proposed grade, for those structures retaining their existing frame and grate. Structures shall be adjusted by using pre-cast reinforced concrete elements, including: rings (not to exceed a total depth of 8"); cone sections or barrel sections. Adjustments shall include all existing structures which are to be adjusted to grade where **2 feet or less** of pre-cast reinforced concrete sections are either added, removed or rebuilt. Catch basins and inlets shall be adjusted in a similar manner. Work shall be performed in accordance with Section 602 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer. It is the Contractor's sole responsibility to determine the scope of work in each case to complete these items of work. The final adjustment of the manhole or catch basin shall be incidental to the contract unit price each for either MANHOLES TO BE ADJUSTED and/or CATCH BASINS TO BE ADJUSTED.

All manholes or catch basins to be adjusted with open lids shall be protected from sedimentation by the use of filter fabric over the inlet or other engineered inlet protection devices, as approved by the Village Engineer, and shall be considered incidental to the contract unit price for MANHOLES TO BE ADJUSTED or CATCH BASINS TO BE ADJUSTED.

Trench backfill shall consist of coarse aggregate material (CA-7, CA-11 or CA-13), up to the bottom elevation of the pavement section, to be capped with a minimum of 4" compacted AGGREGATE BASE COURSE, TYPE B - CA-6, materials. All CA-6 and CA-7 material shall be Virgin Crushed Limestone, only. The trench backfill shall be placed and compacted in lifts not to exceed 8" (loose) thickness. The material shall be compacted to 95% of Standard Lab Density. Trench backfill shall be considered incidental to this pay item. Trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed storm sewer and drainage structures or removal of existing facilities. See TRENCH BACKFILL detail, on the plans.

All excavation around structures must be compacted in such a manner so as not to cause any settlement around the structure, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract.

Existing structures noted on the plans or as directed by the Engineer to have the existing block or brick mortared to fill in any voids and/or create a smooth inner surface, shall be considered an adjustment, regardless of the vertical depth of mortaring required, and shall be considered incidental to this pay item.

If the Contractor elects to perform "SPECIAL" adjustments due to traffic or other considerations, the additional costs shall be solely borne by the Contractor. All frames and grate adjustments shall be set and locked in a concrete collar, be it from the adjacent curb construction or other.

B. PAYMENT: All materials, equipment, and labor necessary to adjust manholes or catch basins shall be paid for at the contract unit price EACH for either MANHOLES TO BE ADJUSTED or CATCH BASINS TO BE ADJUSTED. Such payment shall include any necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of materials, including structure sections, placement of the sections, mortaring of the sections; provision, placement and compaction of bedding, backfill and trench backfill material; the proper connection of existing storm sewers/pipes and/or services to the new structure; the final adjustment of the existing casting; and any necessary pavement patches required around the structure, shall be included and considered incidental to the contract unit price for this pay item.

SECTION B.27: FRAMES AND GRATES/LIDS

A. SCOPE OF WORK: This item of work shall include furnishing all labor, equipment and materials necessary to provide frames and grates or lids to replace existing and/or damaged frames and grates or lids, for which the frame and grate **will include any and all necessary adjustment to bring the casting to the proposed finished pavement grade**, as shown on the plans or as directed by the Engineer, including all structures that are within the pavement. All work shall be performed in accordance with the Village of Winnetka Public Works and Engineering Design Guidelines, with Section 604 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition.

B. MATERIAL: Frames and grates or lids shall be manufactured by the Neenah Foundry, or approved equal. Frames and grates or lids shall be as specified on the plans or as directed by the Engineer. Frames and grates shall be: Neenah R-3501-P, or approved equal, for a 3" or 4" mountable type curb and gutter; Neenah Foundry R- 3015, with type L Grate, or approved equal, for barrier curbs; a Neenah R-3513 or R-2504 for depressed curb; or a Neenah R-1713 with solid lids, TYPE B lid, for manholes, unless noted otherwise. All Type B lids shall be imprinted with "THE VILLAGE OF WINNETKA" and the Village's Logo (SEE DETAIL). In addition, Type B lids for sanitary sewer manholes shall be imprinted with "SANITARY"; Type B lids for storm sewer manholes shall be imprinted with "STORM"; and Type B lids for water valve vaults shall be imprinted with "WATER"; open grates shall be imprinted with "NO DUMP – DRAINS TO WATERWAY", depending upon its location. The imprinting of lids and grates shall be considered incidental to the contract unit price for this pay item. All frames and grates or lids shall be machined for proper fit.

C. CONSTRUCTION REQUIREMENTS: FRAMES AND GRATES/LIDS, as shown on the plans, shall be adjusted shall be with pre-cast reinforced concrete rings (not to exceed a total depth of 8"), and new frames and lids/grates. All frames and grates/lids to be adjusted shall be set and locked in a concrete collar, with the concrete extending to the milled pavement elevation, only. HMA material will not be permitted to lock in the frame and grate/lid adjustment.

If the existing lids are open lids, the frame will be adjusted to the elevation of the milled pavement surface prior to the milling operation. The frame will not be removed and covered with by a metal plate, but be protected with an inlet protection device, as described herein.

When structures are to be adjusted or reconstructed, the lowering and raising of the frames and grates/lids will not be paid for separately, but will be incidental to the contract unit price for FRAMES AND GRATES/LIDS or related pay item. If the Contractor elects to perform "Special" adjustments due to traffic or other considerations, the additional cost shall be solely borne by the Contractor.

All existing frames, grates or lids to be removed and replaced, regardless of condition, shall be collected by the Contractor and brought to the Village of Winnetka Public Works Yards, located at 1390 Willow Road, Winnetka, and be considered incidental to this contract.

D. PAYMENT: Payment for all materials, labor, and equipment necessary to furnish and properly place/install and adjust to grade, frames and grates or lids, shall be paid for at the contract unit price EACH for FRAMES AND GRATES/LIDS. Price shall include any and all adjustment of the structure, frame and grate or lid to the proposed pavement grade, including all work described herein. Any necessary pavement patches required around the structure shall be included and considered incidental to the contract unit price for this pay item. Imprinting of lids shall also be considered incidental to the contract unit price for this pay item.

SECTION B.28: STORM SEWERS, PVC SDR 26, 8", or 6"

A. SCOPE OF WORK: This item of Work includes furnishing all materials, labor, and equipment necessary to construct STORM SEWERS, PVC SDR 26, 8", or 6" storm sewer, as shown on the plans or as directed by the Engineer. All work shall be performed in accordance with the Village of Winnetka Public Works and Engineering Design Guidelines; with Sections 540, 550, 551, 208 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition; and the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition. This work shall also include all saw-cutting; all necessary EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of excavated materials, including existing pavement, base course and sub-base materials, preparing and placement of the sub-grade, including shaping and final compaction of the earth, as defined under EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL).

B. MATERIALS: All storm sewers shall either be polyvinyl chloride (PVC) SDR 26 pipe. All pipe fittings and connectors necessary to connect any proposed storm sewer to an existing/proposed structure shall be considered incidental to this pay item. Should there be any separation issues between sewer and water, the sewer pipe shall be upgraded to PVC pressure rated pipe, conforming to ASTM D 2241, SDR 21 or 18, with Plastic Pressure pipe joints conforming to ASTM D 3139 and ASTM F-477, using flexible elastomeric seals (water main quality joints). This upgrade shall be considered incidental to this pay item.

For services using **STORM SEWERS, PVC SDR 26, 6"**, for the provision of private storm service stubs and/or the removal and replacement of deficient existing storm services, this work shall include all necessary service connections for 6" services, including all wyes, tees, connectors, non-shear mission band couplings, and all necessary labor, materials and equipment to construct the 6" services and connections to the main. Connection of new service stubs and/or replacement of deficient services to existing storm sewer mains that have an interior diameter of less than 12" shall be made by using a pipe cutter to neatly and accurately cut out the desired length of pipe for the insertion of the PVC SDR 26 wye or tee fitting. The fitting shall be connected to the main by means of a double banded, non-shear mission band coupling, with stainless steel shear rings and clamps to fasten the wye or tee firmly in place. The non-shear mission band coupling shall have the length of the boot approximately equal to the pipe diameter. For pipe diameters of 12" or greater, the Contractor may elect to core the sewer main using the proper tools ("Shower-tap" machine or similar), and the proper installation of a non-shear rubber tee saddle connector meeting the specifications of an NPC KOR-N-TEE Saddle Connector, or approved equal. Mastic shall also be placed under the saddle. All work described herein shall be incidental to the contract unit price per FOOT for STORM SEWERS, PVC SDR 26, 6".

TRENCH CONSTRUCTION AND TRENCH BACKFILL for all sewer main, laterals, services and appurtenances, as well as for sewer/services to be repaired/replaced and/or installed outside the scope of the roadway to be rehabilitated (various locations), shall comply with the criteria outlined herein and in Section B.4 of these Specifications, unless otherwise directed by the Engineer. See TRENCH BACKFILL Detail, on the plans.

C. CONSTRUCTION REQUIREMENTS: All storm sewer construction shall be in accordance with the Village of Winnetka Public Works and Engineering Design Guidelines, with Section 540, 550 and 551 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition.

Trench backfill shall be placed full width of the trench from the top of the bedding material (i.e. spring line) to the subgrade elevation. The trench backfill shall be placed and compacted in lifts not to exceed 8" (loose) thickness. The material shall be compacted to 95% Standard Lab Density.

SEWER SERVICES: Inactive break-ins and/or deficient wyes or tees may exist. The Contractor shall verify them by making contact with the Village of Winnetka and with residents of each property and/or performing other investigations to determine active use. The Contractor shall construct new storm services from the storm sewer to just beyond the back of curb, as shown on the plans or as directed by the Engineer, and per the standard detail. Services are to be connected to the main sewer as defined under **MATERIALS**.

The Contractor shall maintain the flow from the active services whenever possible and minimize the disconnection time. Not all residences have a current storm service. In the event that no storm service exists a service is to be

installed from the sewer, at a location approved by the Village, to just beyond the back of curb, as shown on the plans or as directed by the Engineer, and per the standard detail, with the adjacent curb marked, and the service capped.

Payment will be made at the contract unit price per foot for STORM SEWER, PVC SDR 26, 6" to include for all excavation, auguring as necessary, pipe, bends, bedding, supply and compaction of granular trench backfill, installation, and fittings, as required to replace the existing, or provide a new, storm service, and all work described for this pay item. The Contractor shall refer to Village of Winnetka storm service detail for more specifics.

D. PAYMENT: All labor, equipment and materials necessary to construct the storm sewer, including saw-cutting, earth excavation, trench excavation, disposal of all materials, fittings, connectors, and the provision, placement and compaction of all sub-base granular material, bedding and both trench backfill and non-granular backfilling material, including CLSM MIX 1 backfill, aggregate base course, HMA trench capping/pavement patching, including the preparation of the trench for pavement patching, shall be paid for at the appropriate contract unit price per foot for STORM SEWER, PVC SDR 26, 8", or 6". Payment quantity shall be measured in-place from the inside wall of inlets or catch basins or manholes, as shown on the plans or as directed by the Engineer. This price shall include any required connections to the existing/proposed storm sewer system and/or structures, as well as the scope of work described, herein.

SECTION B.29**STRUCTURES TO BE ABANDONED**

This work shall be in accordance with Section 605 of the Standard Specifications, except as herein modified. This work shall consist of the abandonment of existing storm structures and water valve vaults where indicated in the plans and specifications or as directed by the Engineer.

The existing frames and lids shall remain the property of the Village of Winnetka. The Contractor shall deliver the existing frames and lids to the Village of Winnetka Public Works facility or as directed by the Engineer. Structures under pavement shall be filled with course aggregate CA-7 (virgin crushed limestone). Structures in parkway shall be filled with fine aggregate FA-6, (fine clean brown Beach Sand).

This work shall be paid for at the contract unit price EACH for STRUCTURES TO BE ABANDONED, which price shall be payment in full for all labor, material, and equipment necessary for the removal and disposal of the excavated material, removal of existing pipe, reconnection of pipes to remain in service, pipe bedding preparation, fittings, gaskets, connection to existing service connections and manholes, supply and compaction of granular trench backfill, pavement patches required around the structure, testing and video-taping per Village's requirements, all for complete installation.

SECTION B.30: TOPSOIL FURNISH AND PLACE

A. SCOPE OF WORK: This work shall be performed in accordance with Sections 211, 1081 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition. Work shall include the preparation of the subgrade, furnishing, placement and fine grading of the topsoil.

B. MATERIAL: Topsoil shall be pulverized black dirt, meeting standards of Sections 211, 1081 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition. Dirt shall be relatively free of debris, roots, stones, and the like. The minimum thickness of prepared topsoil shall be 3".

PLACEMENT OF TOP SOIL AND SOD MUST OCCUR WITHIN 72 HOURS AFTER THE PLACEMENT OF HMA BINDER COURSE, BUT PRIOR TO THE PLACEMENT OF THE FINAL HMA SURFACE COURSE, ADJACENT TO ASPHALT PAVEMENTS.

C. PAYMENT: Payment for all materials, labor, and equipment necessary furnish and properly place top soil shall be paid for at the contract unit price per CUBIC YARD for TOPSOIL FURNISH AND PLACE.

SECTION B.31:**SODDING**

A. SCOPE OF WORK: This item of work includes the furnishing and placement of new sod on all unpaved areas disturbed by construction. This work shall be performed in accordance with Section 252 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, except that the minimum thickness of sod shall be $\frac{3}{4}$ ".

This work shall consist of preparing the ground surface, furnishing and applying topsoil, as noted in TOPSOIL FURNISH AND PLACE, fertilizing the area to be sodded, and furnishing, placing and watering the sod. The sod shall meet the requirements of Article 1081.03 for Salt Tolerant Sod. All work shall be in accordance with the applicable portions of Sections 211 and 252 of the Standard Specifications, except as herein modified.

The preparation of the ground surface shall include the removal of the existing sod and excavation, if necessary, of the existing ground to depth, which will permit placement of the required minimum 3 inches of topsoil. Existing landscape areas outside the limits of construction that are damaged by the Contractor, or its representatives for temporary storage of materials will not be measured for payment, but shall be replaced at the Contractor's sole expense. It is recommended that the Contractor familiarize themselves with the tolerances set forth for damage limits specified in this contract to assure compliance is met.

PLACEMENT OF TOP SOIL AND SOD MUST OCCUR WITHIN 72 HOURS AFTER THE PLACEMENT OF HMA BINDER COURSE, BUT PRIOR TO THE PLACEMENT OF THE FINAL HMA SURFACE COURSE, ADJACENT TO ASPHALT PAVEMENTS.

This work shall be measured in place, and the area calculated in square yards, and shall be paid for at the contract unit price per square yard for SODDING, which shall be full compensation for all labor, equipment, and materials to complete the work as specified in these Special Provisions.

SECTION B.32:**DETECTOR LOOPS TO BE REPLACED**

SCOPE OF WORK: The following Traffic Signal Special Provisions and the “District 1 Standard Traffic Signal Design Details” supplement the requirements of the State of Illinois “Standard Specifications for Road and Bridge Construction”, latest edition.

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract’s electrical contractor. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

NOTIFICATION OF INTENT TO WORK: Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection, within the State Right-of-Way require a notification of intent to work and shall an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139
IDOT Electrical Maintenance Contractor at (847) 680-5200

At which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District’s Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All cost associated with these expenses will be paid for by the Contractor at no additional expense to the Department or Village according to Section 109 of the “Standard Specifications”.

INSPECTION OF CONSTRUCTION: When the road is open to traffic, except as otherwise provided in Section 850 of the “Standard Specifications”, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4139 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal “turn on”. If approved, traffic signal acceptance shall be verbal at the “turn on” inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the Contractor’s expense.

All costs of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements will be subject to removal and disposal at the Contractor’s expense.

DETECTOR LOOP TO BE REPLACED This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Area Traffic Signal Maintenance and Operations Engineer shall be called to approve the loop locations prior to the cutting of the pavement. The Contractor may reuse the existing conduit (duct) located between the existing handhole and the pavement if it hasn’t been damaged. All burrs shall be removed from the edges of the existing conduit which may cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, or if it cannot be located, or if additional conduits

are required to provide one lead-in duct for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install a one (1) inch unit duct conduit. This work and the required materials shall not be paid for separately but shall be included in the pay item DETECTOR LOOP TO BE REPLACED. Upon establishment of the duct, the loop may be cut, installed, sealed and spliced to the twisted-shielded controller cable in the handhole.

Detector loop measurements shall include the saw-cut and the length of the loop lead-in leading to the edge of pavement. Unit duct, splicing, trench and backfill, and drilling of pavement or handholes shall be incidental to this pay item.

All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" deep x 4" saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractors cutting loops, the Contractor shall have proposed loop locations marked and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4139 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details". Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plans.

The detector loop cable installation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C waterproof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be incidental to this pay item.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Percol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 1/8" below the pavement surface, if installed above the surface the overlap shall be removed immediately.

Resistance to ground shall be a minimum of 100 megaohms under any conditions of weather or moisture.

Heat shrink splices shall be used accordingly to the "District 1 Standard Traffic Signal Design Details".

Installation.

Revise Article 886.04 of the Standard Specifications to read:

Loop detectors shall be installed according to the requirements of the "District One Standard Traffic Signal Design Details." Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag, from an approved vendor, secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

- (a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb and handhole shall be cut with a 1/4 inch (6.3 mm) deep x 4 inches (100 mm) saw cut to mark location of each loop cable.

- (b) Loop sealant shall be two-component thixotropic chemically cured polyurethane from an approved vendor. The sealant shall be installed 1/8 inch (3 mm) below the pavement surface. If installed above the surface the excess shall be removed immediately.
- (c) Preformed. This work shall consist of furnishing and installing a rubberized or cross linked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
- (d) Preformed detector loops shall be installed in new pavement constructed of Portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.
- (e) Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. CNC, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- (f) Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16 inch (17.2 mm) outside diameter (minimum), 3/8 inch (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole.

PAYMENT: DETECTOR LOOP TO BE REPLACED shall be paid for at the contract unit price per FOOT of DETECTOR LOOP TO BE REPLACED, measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire in the slot, which price shall be payment in full for furnishing, installing, and testing the detector loop complete, in place, and all related connections for proper operation. Drilling handholes, sawcutting the pavement, furnishing and installing unit duct to the appropriate handhole, cable splicing to provide a fully operable detector loop, and all trench and backfill shall be considered incidental to the cost of DETECTOR LOOP TO BE REPLACED.

SECTION B.33: TRAFFIC CONTROL AND PROTECTION STANDARDS

A. SCOPE OF WORK: Traffic control shall be in accordance with applicable portions of Sections 701, 702, and 703 of the Standard Specifications, the Supplemental Specifications, Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained in the Contract Documents and the Special Provisions contained herein, except as modified herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications, the following Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control. All traffic control protection shall be regularly inspected to ensure compliance with all "reflectivity" requirements.

Construction operations shall be conducted in a manner such that the streets will be open at all times to emergency vehicles.

Special attention shall be given to as to assure that proper refuse collection is maintained throughout the duration of the project.

Highway Standards: 701311; 701501; 701701; and 701901

Details: District 1 Typical Pavement Marking (TC-13)

Special Provisions: Maintenance of Roadways; Work Zone Traffic Control; Flaggers in Work Zones.

This work shall be to protect persons from injury and to avoid property damage, proper barricades, construction signs, warning lights, and flaggers, as required, shall be furnished, installed and maintained by the Contractor during the progress of construction work and until such time as it is safe for traffic to use the street. Temporary tripod signing may be used for daily operations as well as the moving operations. The Contractor is responsible for any temporary "No Parking" signs. The Contractor shall furnish, install, maintain, relocate and subsequently remove all signs, signals, markings, traffic cones, barricades, warning lights, flagmen and other devices that are to be used for the purpose of controlling the traffic.

Barricades shall be placed and maintained along the limits of work until the surface has been restored and cured or as otherwise directed.

Traffic control and protection shall be employed by the Contractor in accordance with the applicable portions of the "Standard Specifications for Road and Bridge Construction" in Illinois, the "Manual for Uniform Traffic Control Devices", the "Highway Standards" of the Illinois Department of Transportation, and as provided herein. Signs shall be placed on all intersecting streets. **All traffic control signage shall utilize High Intensity Prismatic Material.**

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

The Contractor must be aware that upon any milling of the existing pavement, the placement of the binder course must occur within 48 hours of milling. Likewise, the placement of the surface course must occur within 48 hours of the placement of the binder course. Also, upon removal of the existing pavement, the placement of the new PCC pavement must be placed on the same day, unless otherwise approved by the Village of Winnetka.

All roads shall be accessible to local traffic and emergency vehicles. During those times of pavement excavation and the placement of fabric and aggregate base course, accommodations shall be made to maintain this access.

Access shall be provided nightly to each resident, whenever possible. The Contractor is responsible for notifying each resident, in advance, when their driveway will not be accessible.

In order for residents to have daily access to their driveways it may be necessary for the Contractor to place temporary surfacing on one or more occasions. This operation, including furnishing material(s) shall be incidental to the cost of Traffic Control and Protection Standards.

Placement and maintenance of all traffic control devices shall be as directed by the Engineer. The Engineer shall be sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in appropriate standards. This shall include the placement of removal areas and at driveway excavations.

Any road closures, not noted in Section B.3, shall be approved by the Engineer, in writing, prior to said closure being made by the Contractor.

B. METHOD OF MEASUREMENT

This work shall include all labor, materials, transportation, handling and included work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and specifications and as approved by the Engineer.

C. METHOD OF PAYMENT

All traffic control and protection will be paid for at the contract LUMP SUM price each for TRAFFIC CONTROL AND PROTECTION STANDARDS, which price shall include all, but not limited to the above listed details, standards, and special provisions including TC&P Standards 701501 and 701701, furnishings, placing, maintaining and removing all traffic control devices, including detours, all signs, barricades, cones, flaggers, arrow boards and incidentals required to implement safe traffic control as specified herein and as directed by the Engineer. This work shall be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION STANDARDS. Any and all necessary TRAFFIC CONTROL AND PROTECTION STANDARDS required for to perform all Alternate Bid Item #1 shall be considered incidental to that Alternate Bid item.

**SECTION B.34 WATER SERVICE LINE, 1 ½", LONG; SHORT; and TO BE RECONNECTED
WATER SERVICE LINE, 2", LONG; SHORT; and TO BE RECONNECTED**

A. SCOPE OF WORK: This item of work includes furnishing all materials, labor, and equipment to remove and replace existing water services, long or short; and to be reconnected. Included in the work is all EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL); the abandonment of the existing water services from the existing main, as directed by the Engineer; the tapping of the water main for the new service, utilizing a new tapping sleeve, of the size shown on the plans or as specified herein; boring or trenching (as specified) the service to the existing roadway (Buffalo Box); removing and replacing the existing roadway and connecting thereto; providing any necessary reducers; reconnecting the existing service line to the new roadway on the customer side; disposal of excess excavated material; backfilling trenches with the appropriate backfill materials as specified in the contract; restoration of public and private property due to the construction of WATER SERVICE LINE, 1 ½", LONG or SHORT, or TO BE RECONNECTED; or WATER SERVICE LINE, 2", LONG or SHORT, or TO BE RECONNECTED, or as defined herein, including pavement restoration, all inclusive. ***The detail for each of the existing water service locations for the water main construction is included herein or as shown on the plans.*** All necessary fittings to be furnished and placed shall be considered incidental to this pay item, including curb boxes, curb stops, corporation stops, and tapping sleeves, any necessary splices with flared fittings, and all necessary copper service pipe to make the necessary connections of the new water service line to both the existing service connection point and to the new water main connection point. All work shall be performed in accordance with the Illinois Plumbing Code, the Village of Winnetka's Plumbing Code and the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.

B. MATERIALS: Water services shall be one and one-half inch (1 ½") diameter or two inch (2") diameter type "K" copper, as noted on the plans or as directed by the Engineer. Valve boxes shall be the adjustable type, as shown on the plans. Copper pipe shall be copper water tube, Type K, soft temper, for underground service, conforming to ASTM B-88 and B-251. The pipe shall be marked with the manufactures' name or trademark and a mark indicative of the type of pipe. The outside diameter of the pipe shall conform to ASTM B-251, table 2.

All water 1 ½" service taps shall use: a FORD Model F1 single band stainless steel clamp with ductile iron lugs, stainless steel bolts, 15" width, 1 ½" AWWA tapped thread and GPR Gasket.

Corporation Stops (Corp) shall be 1 ½", ball type valve, AWWA taper thread inlet and flare copper outlet, FORD FB600-6-NL or MUELLER B-25000.

Curb Stops (Buffalo Box) shall be 1 ½", ball type valve, Minneapolis thread top, AWWA taper thread inlet and flare copper outlet, FORD B22-666M-NL or MUELLER B-25154. The corporation stop and curb stop shall be suitably blocked during installation.

Curb Boxes shall be cast iron, Minneapolis pattern, 1 ½" upper section, 2" base, cast iron lid and pentagon plug, MUELLER H-10302-990005 or FORD Model EM2 to ensure the top of the lid is even with grade of surface.

All 2" water service taps shall use: a FORD Model F1 single band stainless steel clamp with ductile iron lugs, stainless steel bolts, 15" width, 2" AWWA tapped thread and GPR Gasket.

Corporation Stops (Corp) shall be 2", ball type valve, AWWA taper thread inlet and flare copper outlet, FORD FB600-7-NL or MUELLER B-25000, 300.

Curb Stops (Buffalo Box) shall be 2", ball type valve, Minneapolis thread top, AWWA taper thread inlet and flare copper outlet, FORD B22-777M-NL or MUELLER B-25154, 300. The corporation stop and curb stop shall be suitably blocked during installation.

Curb Boxes shall be cast iron, Minneapolis pattern, 2" upper section, 2" base, cast iron lid and pentagon plug, MUELLER H-10302-990005 or FORD Model EM2 to ensure the top of the lid is even with grade of surface.

All exposed section of water main and the corporation stops will be wrapped in high-density polyethylene wrap, as specified within this document.

All brass components shall be NO LEAD brass.

THE CONSTRUCTION OF ALL WATER SERVICES SHALL BE BORED.

TRENCH CONSTRUCTION AND TRENCH BACKFILL for all water services shall comply with the criteria outlined herein and in Section B.4 of these Specifications, unless otherwise directed by the Engineer. See TRENCH BACKFILL Detail, on the plans.

Where new water services must pass under the proposed sewer, the water service must be sleeved with 3" diameter, PVC SDR 26 pipe, for a distance not less than 10' to either side of the sewer main, in accordance with the separation standards set forth in the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, which will be incidental to this pay item.

C. CONSTRUCTION REQUIREMENTS: The locations of the service connections to be disconnected/abandoned and replaced are shown on the plans or as directed by the Engineer. The Contractor shall make the 1 ½" or 2" taps on the newer, larger main, as per the Standards indicated on the Plans. The service lines shall be installed either by trenching or boring, as specified, or as directed by the Engineer. Where the new water main will intercept existing copper services, the existing copper services shall be cut from the existing main, and reconnected and tapped into the new main. The disconnection of these services from the existing main, cutting, tapping and reconnection of these existing services, and all related work, labor and materials, shall be considered incidental to the pay item for WATER SERVICE LINE, 1 ½", TO BE RECONNECTED; or WATER SERVICE LINE, 2", TO BE RECONNECTED.

The Contractor shall take all necessary precautions to protect other underground utilities to be crossed while boring services. Any damage thereto shall be the SOLE responsibility of the Contractor. Bored services shall not be open-cut across the existing pavement. Installation of all water services shall be performed by a licensed plumber, under the supervision of the Village of Winnetka Water and Electric Department.

The Contractor shall locate and uncover all necessary existing service lines to verify he has all the necessary materials on hand prior to shutting off the customer's water service for the reinstallation/reconnection. Customers shall be notified in advance of when their service will be interrupted and for approximately how long they will be without water. **The new service line and new service valve shall be connected on the customer's side of the valve, reinstating the water service line.**

Buffalo boxes in driveways and sidewalks shall be adjusted as needed when work is done, and checked to ensure that they are operational without altering the shutoff key. The cost of adjusting the buffalo boxes shall be included in the cost of this bid item.

All noted elements to reinstall/reconnect existing water services shall be incidental to the unit cost for this pay item.

D. PAYMENT: This item shall be paid for at the contract unit price per EACH for WATER SERVICE LINE, 1 ½", LONG; or WATER SERVICE LINE, 1 ½", SHORT; or WATER SERVICE LINE, 1 ½", TO BE RECONNECTED; or WATER SERVICE LINE, 2", LONG; or WATER SERVICE LINE, 2", SHORT; or WATER SERVICE LINE, 2", TO BE RECONNECTED, as the case may be, including all labor, equipment and materials necessary to perform the work as specified herein and as shown on the plans, at various locations or directed by the Engineer. This price shall include all necessary saw-cutting; EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of materials; Type K copper pipe, as specified; the disconnection and reconnection of existing services to be reconnected; the placement and compaction of CA-6 bedding/backfill and CLSM Mix 1 and/or granular trench backfill material, AGGREGATE BASE COURSE, TYPE B, if required; HMA trench patch, as described; fittings, valve boxes, and all other noted items necessary for a complete water service installation, and shall be paid for the contract unit price EACH for WATER SERVICE LINE, 1 ½", LONG; or WATER SERVICE LINE, 1 ½", SHORT; or WATER SERVICE LINE, 1 ½", TO BE RECONNECTED; or WATER SERVICE LINE, 2", LONG; or WATER SERVICE LINE, 2", SHORT; or WATER SERVICE LINE, 2", TO BE RECONNECTED, as shown on the plans, at various locations or as directed by the Engineer.

SECTION B.35 WATER SERVICE LINE, 4" DIP
WATER SERVICE LINE, 6" DIP

A. SCOPE OF WORK: This item of work includes furnishing all materials, labor, and equipment to remove and replace existing water services, long or short; and to be reconnected. Included in the work is all EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL); the abandonment of the existing water services from the existing main, as directed by the Engineer; the tapping of the water main for the new service, utilizing a new tapping sleeve, of the size shown on the plans or as specified herein; boring or trenching (as specified) the service to the existing roundway (Buffalo Box); removing and replacing the existing roundway and connecting thereto; providing any necessary reducers; reconnecting the existing service line to the new roundway on the customer side; disposal of excess excavated material; backfilling trenches with the appropriate backfill materials as specified in the contract; restoration of public and private property due to the construction of WATER SERVICE LINE, 4; or WATER SERVICE LINE, 6" DIP; as defined herein, including pavement restoration, all inclusive. ***The detail for each of the existing water service locations for the water main construction is included herein or as shown on the plans.*** All necessary fittings to be furnished and placed shall be considered incidental to this pay item, including gate valve, valve vault, mechanical joint (tee), and all necessary ductile iron service pipe to make the necessary connections of the new water service line to both the existing service connection point and to the new water main connection point. All work shall be performed in accordance with the Illinois Plumbing Code, the Village of Winnetka's Plumbing Code and the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.

B. MATERIALS: Water services shall be four inch (4") or six inch (6") diameter ductile iron pipe, as noted on the plans or as directed by the Engineer.

The valves shall be Underwriter's Lab approved and be mechanical joint, resilient wedge CLOW Model F-6100 conforming to AWWA C-509 opening to the left, (black-top). All bolts shall be stainless steel. The valve shall be centered on the access opening of the vault. The valve shall be supported with a solid concrete block support.

The valve vault and cover shall conform to the Standards noted herein and on the plans. Valve vaults shall be precast reinforced concrete, concentric type, with a minimum 60" I.D. barrel section, and shall be water tight. Barrel sections shall be sealed using a butyl rubber or rubber strip. The base of the valve vault shall be a minimum 6" reinforced concrete slab, set, level, on a minimum of 4" CA-7 bedding. (crushed limestone, ONLY)

All fittings shall have mechanical joints, with "Megalug" or "Uniflange" restraints, or approved equal. Fittings shall be full body or **compact**, ductile iron, mechanical joint, conforming to the requirements of AWWA C-110, C-111, and C-104, respectively. Mechanical Joint fittings with "Megalug" restraints shall be considered incidental to this pay item.

All exposed section of water main will be wrapped in high-density polyethylene wrap (taped at four (4) foot intervals) for all mains fittings, and valves, as specified within this document.

Pipe openings in the vault shall be cast into the wall of the vault.

All frames and covers shall be Neenah Foundry Number R-1713, or approved equal, and shall have "WATER" cast into the top of the cover. A maximum of eight inches (8") of adjusting rings shall be used.

Trench backfill material shall include 6" of CA-6, to a point 6" above the top of the water main pipe, and CA-7, **crushed limestone, only**, conforming to the applicable portions of Section 703 of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, to the bottom of the Bituminous base course or the concrete base. **CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL**

TRENCH CONSTRUCTION AND TRENCH BACKFILL for all water services shall comply with the criteria outlined herein and in Section B.4 of these Specifications, unless otherwise directed by the Engineer. See TRENCH BACKFILL Detail, on the plans.

Where new water services must pass under the proposed sewer, the water service must be sleeved with PVC SDR 26 pipe (per Section B.38), for a distance not less than 10' to either side of the sewer main, in accordance with the separation standards set forth in the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, which will be incidental to this pay item.

C. CONSTRUCTION REQUIREMENTS: The locations of the service connections to be disconnected/abandoned and replaced are shown on the plans or as directed by the Engineer. The Contractor shall connect 4" service on the newer, larger main, as per the Standards indicated on the Plans. The service lines shall be installed either by trenching, as specified, or as directed by the Engineer. Where the new water main will intercept existing services (cast iron, ductile iron), the existing services shall be cut from the existing main, and reconnected and to the new main. The disconnection of these services from the existing main, cutting, tapping and reconnection of these existing services, and all related work, labor and materials, shall be considered incidental to the pay item for WATER SERVICE LINE, 4" DIP; or WATER SERVICE LINE, 6" DIP.

The Contractor shall take all necessary precautions to protect other underground utilities to be crossed while excavating services. Any damage thereto shall be the SOLE responsibility of the Contractor. Installation of all water services shall be performed by a licensed plumber, under the supervision of the Village of Winnetka Water and Electric Department.

The Contractor shall locate and uncover all necessary existing service lines to verify he has all the necessary materials on hand prior to shutting off the customer's water service for the reinstallation/reconnection. Customers shall be notified in advance of when their service will be interrupted and for approximately how long they will be without water. **The new service line and new service valve shall be connected on the customer's side of the valve, reinstating the water service line.**

ALL NOTED ELEMENTS TO REINSTALL/RECONNECT EXISTING WATER SERVICES SHALL BE INCIDENTAL TO THE UNIT COST FOR THESE PAY ITEMS.

D. PAYMENT: All labor, materials and equipment necessary to complete this item of work to the requirements, herein and as noted on the plans or directed by the Engineer, shall be paid for at the contract unit price for EACH for WATER SERVICE LINE, 4" DIP; or WATER SERVICE LINE, 6" DIP, as the case may be and as shown on the plans or directed by the Engineer. This price shall include all excavation and proper disposal of materials, bedding, backfill, trench backfill, valve, mechanical joint fittings with "Megalug" restraints, high-density polyethylene wrap, valve vault, including any flat top lids, adjusting rings, frames and lids, and related items described, herein.

SECTION B.36**DUCTILE IRON PIPE WATER MAIN, CLASS 55, 6" I.D.
DUCTILE IRON PIPE WATER MAIN, CLASS 55, 8" I.D.
DUCTILE IRON PIPE WATER MAIN, CLASS 55, 10" I.D.**

A. SCOPE OF WORK: This work shall include furnishing all labor, materials and equipment for excavation and installation for construction of 6" and/or 8" and/or 10" ductile iron pipe (DIP) water main, bends and fittings, reducers, tees, crosses, including all mechanical joints, as shown on the Plans; excavation and proper disposal of the excavated materials; furnishing and installing the granular bedding and backfill around and above the water main, as shown on the typical section in the Plans; all trench backfill under or within the zone of influence of paved surfaces; furnishing and installing thrust blocking and rodding; installing and subsequent re-sealing of the temporary blowoffs at each street connection and furnishing and installing high-density polyethylene wrap (taped at four (4) foot intervals) for all mains, fittings and valves. High-density Polyethylene wrap shall meet the specifications and be installed per ANSI/AWWA C105/A21.5, ASTM A674, using "Method A" installation.

B. MATERIALS: All Ductile Iron Pipe Water Service and/or Main shall be **Class 55** meeting AWWA C-151, the Class designed as per AWWA-C150, with cement lining and tar coating meeting AWWA C-104, with rubber-gasket, slip-on joints meeting the requirements of AWWA C-111. Each Length of pipe shall have its weight clearly painted upon it in white with the weight not to vary from the above standard more than $\pm 5\%$.

Thrust blocking shall be a 5-bag ready-mixed concrete utilizing CA-11 coarse aggregate against undisturbed soil where the location will not be subjected to immediate pressure (thrust). At those locations where the blocking may be subject to immediate pressure, and at hydrants, the blocking shall be accomplished with 8" x 16" x 4" solid concrete blocks against undisturbed soil.

In addition to any required thrust blocking, all mechanical joints, bends over 10° and fire hydrants, shall be restrained using Megalug or Uniflange fittings, or approved equal. Bends, fittings and reducers shall be full body or **compact**, ductile iron, mechanical joint, cement lined, and tar coated, conforming to the requirements of AWWA C-110, C-111, and C-104, respectively, which shall be considered incidental to the WATER SERVICE LINE AND/OR DUCTILE IRON PIPE WATER MAIN, CLASS 55 pay items.

Bedding for water main shall consist of a minimum of 4" of CA-6 extending to a minimum of 6" above the crown of the pipe, compacted to 95% density, and shall be considered incidental to this pay item.

TRENCH CONSTRUCTION AND TRENCH BACKFILL for all DIP water service lines and/or mains and appurtenances shall comply with the criteria outlined in Section B.4 of these Specifications, unless otherwise directed by the Engineer. See TRENCH BACKFILL Detail, on the plans.

C. CONSTRUCTION REQUIREMENTS: All DIP water service line and/or main installation shall be performed in accordance with the applicable portions of the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, and as specified herein.

Depth of the main shall have a typical minimum depth of cover of 5.5 feet. All EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of excavated materials shall be incidental to this pay item.

Prior to laying pipe, the interior of each length of fitting shall be thoroughly cleaned for which purpose a swab shall be provided. All pipe sections shall be laid in a single length. When the work is not in progress, all open ends of the pipes and fittings must be plugged with close-fitting plugs or caps made for this purpose. Under no circumstances shall mains or fittings be dropped or allowed to fall into the trench. Joints shall be made by skilled workmen and the pipe around which the joints are to be made shall be thoroughly cleaned. All mains, fittings and valves are to be encapsulated with High Density Polyethylene, attached with non-metallic ties. All fittings will be swabbed out with a chlorine solution of at least 50 mg/L. This solution must be tested by a Village Representative.

The bottom of the excavated trench shall have a uniform grade and be undercut to allow for a minimum depth of pipe bedding of 4". Bell holes shall be dug for each length of pipe with at least 80% of each length having firm and even bearing on the bedding material. The bedding material, CA-6, shall be compacted to 95% density. Once the pipe is laid and the joint made, CA-6 shall be extended up to a distance of no less than 6" above the top of the pipe and similarly compacted. **TRENCH CONSTRUCTION AND TRENCH BACKFILL** for all water mains and appurtenances shall comply with the criteria outlined herein and in Section B.4 of these Specifications, unless otherwise directed by the Engineer. See TRENCH BACKFILL Detail, on the plans.

At those locations where grade changes are dictated by existing utilities and the required minimum clearances, the Contractor has the option of utilizing bends in the vertical plane to make the gradient changes, if said changes cannot be made due to pipe joint deflection restrictions. Such installations shall employ restrained mechanical joint fittings such as Uniflange or Megalug or approved equal, blocking, as required, and tie rods. The additional bends along with any rods/blocking will not be paid for separately but rather be incidental to the contract unit price per FOOT for DUCTILE IRON PIPE WATER MAIN, CLASS 55, 6" I.D. and/or DUCTILE IRON PIPE WATER MAIN, CLASS 55, 8" I.D. and/or DUCTILE IRON PIPE WATER MAIN, CLASS 55, 10" I.D., as the case may be.

D. PAYMENT: All materials, labor, and equipment necessary furnish and properly construct the DUCTILE IRON PIPE WATER MAIN, CLASS 55, 6" I.D. and/or DUCTILE IRON PIPE WATER MAIN, CLASS 55, 8" I.D., and/or DUCTILE IRON PIPE WATER MAIN, CLASS 55, 10" I.D., and related items, as defined and described herein, including saw-cutting; EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL); trench excavation; proper disposal of materials; the placement and compaction of CA-6 bedding, backfill; trench backfill material or CLSM Mix 1; HMA trench cap; AGGREGATE BASE COURSE, TYPE B; all necessary mechanical joint fittings, bends and reducers, tees and crosses; all mechanical joint restraints (Megalug restraints), thrust blocking, tie rods, high-density polyethylene wrap; fittings, valve boxes, and all other noted items necessary for a complete water main installation; and all other noted materials, and shall be considered incidental to this pay item and shall be paid for at the contract unit price per FOOT for DUCTILE IRON PIPE WATER MAIN, CLASS 55, 6" I.D. and/or DUCTILE IRON PIPE WATER MAIN CLASS 55, 8" I.D., and/or DUCTILE IRON PIPE WATER MAIN, CLASS 55, 10" I.D., as measured in-place, to the interior wall of the valve vaults, as shown on the plans or as directed by the Engineer.

SECTION B.37

**WATER MAIN CASING PIPE WITH
CASING SPACERS AND END SEALS**

A. SCOPE OF WORK: At those locations noted on the Plans and/or other locations encountered where the minimum vertical clearances, as specified in the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, the Contractor shall, as directed by the Engineer, construct casing as a carrier pipe for the proposed water main. Lengths shall be dictated by the required 10 foot horizontal clearances and the size of the conflicting utility. Casing diameter shall be determined by the Contractor to accommodate the size of the main being encased.

B. MATERIALS: Casing shall be PVC water main meeting the requirements of ASTM D-2241 with rubber-gasket slip-on joints meeting the requirements of ASTM D-3139, of the diameter suitable to encase the diameter water main in question, 10" or 8" or 6" diameter. Casing pipe must be 6" to 8" larger than the outer diameter of the carrier pipe, at the bell. An 8" (I.D.) DIP water main would need a minimum of an 18" (I.D.) PVC Casing Pipe. 6" (I.D.) DIP water main would need between a 16" – 18" (I.D.) PVC Casing Pipe.

For all water main placed in casing pipe, "PSI" brand Casing Spacers and End Seals, **must be used in the construction**. The casing spacers shall be Non-Metallic Casing Spacers, suitable for water main use, appropriate for the size of the carrier pipe and the casing pipe to be used.

C. PAYMENT: This item of work shall be paid for at the contract unit price per FOOT of WATER MAIN CASING PIPE WITH CASING SPACERS & END SEALS, for lengths measured in-place. Price shall include "PSI" brand non-metallic Casing Spacers and End Seals, suitable for water main construction.

SECTION B.38**CUT AND CAP EXISTING WATER MAIN**

A. SCOPE OF WORK: This item of work shall consist of cutting and capping the existing water main at the designated locations once the existing main is ready to be taken out of service. Included with this pay item of work is all EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of excavated material, backfilling, as per the standard(s) under paved and unpaved areas, and furnishing and installing the appropriate size mechanical joint cap and/or brick and concrete, as directed by the Engineer, saw-cutting of the existing pavement/curb, pavement removal/replacement, backfill and trench backfill, trench HMA cap, and restoration of the area to match or exceed the conditions of the adjacent conditions.

The Contractor shall exercise extreme caution to ensure that the existing valves or fittings do not blow off during the capping operation. Open ends of the existing water main shall be plugged the appropriate size mechanical joint cap and/or brick and concrete, as directed by the Engineer. The pipe will be abandoned in-place.

TRENCH CONSTRUCTION AND TRENCH BACKFILL for all water mains and appurtenances shall comply with the criteria outlined in Section B.4 of these Specifications, unless otherwise directed by the Engineer. See TRENCH BACKFILL Detail, on the plans.

B. PAYMENT: All work, labor, materials and equipment necessary to cut and cap the existing water main at the designated locations shall be paid for at the contract unit price EACH for CUT AND CAP EXISTING WATER MAIN, regardless of the size of the main, which shall include all related and collateral work described above.

SECTION B.39 CUT AND REMOVE EXISTING WATER MAIN TEE/CROSS, TAPPING SLEEVE OR VALVE AND PIPE RESTORE

A. SCOPE OF WORK: This item of work shall consist of cutting the water main, removal of existing tee/cross or tapping sleeve or valve at the designated locations once the existing main is ready to be taken out of service. Included with this pay item of work is all EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of excavated material; backfilling, as per the standard(s) under paved and unpaved areas; furnishing and installing the appropriate size mechanical joint cap and/or brick and concrete; saw-cutting and removing the existing tee/cross fitting; plugging and capping the open ends of the existing water main to be abandoned with either the appropriate size mechanical joint cap and/or brick and concrete, as directed by the Engineer, the provision and placement of a new section of water main material, meeting the requirements set forth under the pay item description for DUCTILE IRON PIPE WATER MAIN, CLASS 55 and herein, matching the existing diameter; securing the pipe restoration with mechanical joint and couplings; saw-cutting of the existing pavement/curb, pavement removal/replacement, backfill and trench backfill, and restoration of the area to match or exceed the conditions of the adjacent conditions. Any variations in diameter of water main pipe to be restored shall be incidental to this pay item.

B. MATERIALS: Ductile Iron Pipe Water Main shall be **Class 55** meeting AWWA C-151, the Class designed as per AWWA-C150, with cement lining and tar coating meeting AWWA C-104, with rubber-gasket, slip-on joints meeting the requirements of AWWA C-111. Each Length of pipe shall have its weight clearly painted upon it in white with the weight not to vary from the above standard more than ±5%.

Couplings between the existing main and the new section of repair main shall be a domestic mechanical joint (dual coupling). In the event of oversized water mains the use of Krausz USA Manufactured Hymax couplings, as follows:

For 6" diameter pipe:	Hymax 6":	Part #860-56-0163-16;	Diameter Range 6.42" – 7.68"
For 10" diameter pipe:	Hymax 10":	Part #860-56-0272-16;	Diameter Range 10.70" – 12.00"
For 12" diameter pipe:	Hymax 12":	Part #860-56-0315-16;	Diameter Range 12.40" – 13.66"
For pipe exceeding 12" diameter, equipment shall be specified by Engineer.			

All connectors must use stainless steel bolts and nuts. All required couplings and connectors shall be considered incidental to this pay item, regardless of the pipe diameter. Each joint shall be supported from below with the solid concrete blocks.

All fittings and new pipe must be swabbed out with a chlorine solution of at least 50 mg/L. This solution must be tested by a Village Representative.

All pipe and fittings shall be wrapped and secured with High-density Polyethylene wrap (taped at four (4) foot intervals), and shall meet the specifications and be installed per ANSI/AWWA C105/A21.5, ASTM A674, using "Method A" installation.

Bedding for water main shall consist of a minimum of 4" of CA-6, extending to a minimum of 6" above the crown of the pipe, compacted to 95% density, and shall be considered incidental to this pay item.

TRENCH BACKFILL for all water services/mains and appurtenances, shall commence a minimum of 6" above the CA-6 backfill that is required over the service/main, as noted above, and consist of the full width of the trench and the remaining portion of trench to be backfilled with CA-7 (**Virgin Crushed Limestone**), up to the bottom elevation of the pavement section, which shall be capped with a minimum of 4" compacted CA-6 (**Virgin Crushed Limestone**), as defined in AGGREGATE BASE COURSE, TYPE B. The Trench backfill shall be placed and compacted in lifts not to exceed 8" (loose) thickness. The material shall be compacted to 95% of Standard Lab Density. Trench backfill shall be considered incidental to this pay item. Trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed storm sewer and drainage structures or removal of existing facilities. See TRENCH BACKFILL Detail, on the plans. **TRENCH BACKFILL as described above shall apply to all potable water related pay items.**

All TRENCH BACKFILL and AGGREGATE BASE COURSE, TYPE B needed to backfill and cap all water main/service or related trenches and openings, shall be considered incidental to that particular related pay item, as described herein, as noted in the plans and/or as directed by the Engineer. Utility Trenches must be compacted in such a manner so as not to cause any settlement of the trench, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract.

CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL.

ALL UTILITY TRENCH PATCHES ON HILL ROAD SHALL BE CAPPED WITH 6" HMA BINDER COURSE, IL-19, N50 and 2" HMA SURFACE COURSE, MIX C, N50, placed and compacted in accordance with the specifications for HMA PAVEMENT PATCHING – FULL DEPTH, 8", and shall be incidental to this pay item.

The capping of the trench with HMA materials shall also include: all necessary additional compaction of the trench backfill material and AGGREGATE BASE COURSE, TYPE B, including any additional preparation of the trench to receive the HMA material, any necessary saw-cutting, as defined under the HMA Special Provisions, in preparation for the construction, provision, placement and compaction of the required thickness of HMA binder and surface courses.

Prior to the placement of the final surface course over a trench patch, if there is a grade differential between the trench patch and the adjacent surface, the Contractor will be required to secure the trench, in an appropriate manner, which may include the temporary placement of additional HMA materials, that must be placed, ramped and compacted at the joints, in the direction of traffic, to allow for the smooth, safe and unimpeded flow of traffic, as directed by the Engineer. All labor, equipment and materials needed to restore the pavement cross section will be considered incidental to these pay items.

C. PAYMENT: All work, labor, materials and equipment necessary perform the work as described, at the designated locations, and shall be paid for at the contract unit price EACH for WATER MAIN TEE/CROSS REMOVAL AND PIPE RESTORATION, regardless of the size of the main, which shall include all related and collateral work described above.

SECTION B.40

**6", 8" or 10" VALVE ASSEMBLY WITH 60" (ID) VAULT
12", 16" or 20" VALVE ASSEMBLY WITH 72" (ID) VAULT**

A. SCOPE OF WORK: This item of work shall include furnishing all labor, materials and equipment necessary to install either: 6"; 8"; or 10" valves in 60" (ID) vaults or 12", 16" or 20" valves in 72" (ID) vaults.

B. MATERIALS: The valves shall be Underwriter's Lab approved and be mechanical joint, resilient wedge CLOW Model F-6100 conforming to AWWA C-509 opening to the right. All bolts shall be stainless steel. The valve shall be centered on the access opening of the vault. The valve shall be supported with a solid concrete block support.

The valve vault and cover shall conform to the Standards noted herein and on the plans. Valve vaults shall be precast reinforced concrete, concentric type, with a minimum diameter barrel section corresponding to the valve size and shall be water tight. Barrel sections shall be sealed using a butyl rubber or rubber strip. The base of the valve vault shall be a minimum 6" reinforced concrete slab, set, level, on a minimum of 4" CA-7 bedding.

All fittings shall have mechanical joints, with "Megalug" or "Uniflange" restraints, or approved equal. Fittings shall be full body or **compact**, ductile iron, mechanical joint, conforming to the requirements of AWWA C-110, C-111, and C-104, respectively. Mechanical Joint fittings with "Megalug" restraints shall be considered incidental to this pay item.

Pipe openings in the vault shall be cast into the wall of the vault.

All frames and covers shall be Neenah Foundry Number R-1713, or approved equal, and shall have "WATER" cast into the top of the cover. A maximum of eight inches (8") of adjusting rings shall be used.

Trench backfill material shall include 6" of CA-6, to a point 6" above the top of the water main pipe, and CA-7, **crushed limestone, only**, conforming to the applicable portions of Section 703 of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, to the bottom of the Bituminous base course or the concrete base. **CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL.**

C. CONSTRUCTION REQUIREMENTS: Valves shall be inspected to ensure proper working order prior to installation. Installation shall be at the locations shown on the Plans in accordance with Section 42-3 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, and conform to the Standards on the Plans.

In order to flush a section of the water main, tapping sleeve and flushing corporation shall be provided on the opposite side of the valve assembly. Tapping sleeves shall be FORD Meter Box Company, Model F1 with stainless steel hardware and 12.5" in length, or a length approved by the Village. Corporation Stops shall be 1-inch, ball type, AWWA taper thread inlet and flare copper outlet, Ford FB600-4-NL or Mueller B-25000. All brass components shall be NO LEAD brass. Corporation stops shall be blocked during installation. Both tapping sleeve and valve must fit inside valve vault structure. Direct tap to water main are unacceptable.

All fittings will be swabbed out with a chlorine solution of at least 50 mg/L. This solution must be tested by a Village Representative.

All excavation around structures must be compacted in such a manner so as not to cause any settlement around the structure, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract. **ALL TRENCHES/EXCAVATION SHALL BE CAPPED WITH HMA PATCH, AS PREVIOUSLY DESCRIBED HEREIN, AND SHALL BE CONSIDERED INCIDENTAL TO THIS PAY ITEM.**

D. PAYMENT: All labor, materials and equipment necessary to complete this item of work to the requirements, herein and as noted on the plans or directed by the Engineer, shall be paid for at the contract unit price for EACH for either 6" VALVE ASSEMBLY WITH 60" VAULT; 8" VALVE ASSEMBLY WITH 60" VAULT; 10" VALVE ASSEMBLY WITH 60" VAULT; 12" VALVE ASSEMBLY WITH 72" VAULT; 16" VALVE ASSEMBLY WITH 72" VAULT; OR 20" VALVE ASSEMBLY WITH 72" VAULT. This price shall include all excavation and proper disposal of materials, bedding, backfill, trench backfill, valve, mechanical joint fittings with "Megalug" restraints, valve vault, including any flat top lids, adjusting rings, frames and lids, tapping sleeves with flushing corporation, and related items described, herein.

SECTION B.41 **8" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 60" VALVE VAULT**
10" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 60" VALVE VAULT
12" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 72" VALVE VAULT
16" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 72" VALVE VAULT
20" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 72" VALVE VAULT

A. SCOPE OF WORK: This item of work shall include furnishing all labor, materials and equipment necessary to construct tapping sleeves and gate valves with precast concrete valve vaults, including frames and lids, and all necessary fittings, at the locations shown on the Plans and/or locations as directed by the Engineer.

B. MATERIALS: The valves shall be Underwriter's Lab approved and be mechanical joint, resilient wedge, of the models specified herein, conforming to AWWA C-509, opening to the right (turn clockwise to open). The plumb line of the operating nut of the valve must be no closer than 6" from the edge of the frame on the vault. The valve and tapping sleeve shall be supported with a solid concrete block supports. Tapping valves shall comply with Section 42-2.07 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition.

Valves:

Valves: Mechanical Joint, Tapping Valve, Clow Valve Company, Model F-6114, (turn clockwise to open). The valve shall include Megalug ring, rubber gaskets and bolts. Stainless steel bolts/nuts for the flange face shall be provided by the Contractor.

Tapping Sleeves:

All stainless tapping sleeves shall be manufactured by Smith-Blair, Model 665, for:

8" nominal size, 8" outlet; or
 10" nominal size, 8" outlet; or
 12" nominal size, 8" outlet; or
 16" nominal size, 8" outlet; or
 16" nominal size, 8" outlet; or
 20" nominal size, 8" outlet.

In addition to the tapping sleeve for the pressure connection, in order to flush a section of the water main, tapping sleeve and flushing corporation shall be provided on the opposite side of the valve assembly. Tapping sleeves shall be FORD Meter Box Company, Model F1 with stainless steel hardware and 12.5" in length, or a length approved by the Village. Corporation Stops shall be 1-inch, ball type, AWWA taper thread inlet and flare copper outlet, Ford FB600-4-NL or Mueller B-25000. All brass components shall be NO LEAD brass. Corporation stops shall be blocked during installation. Both tapping sleeve and valve must fit inside valve vault structure. Direct tap to water main are unacceptable.

All fittings shall have mechanical joints, with "Megalug" or "Uniflange" restraints, or approved equal. Fittings shall be full body or **compact**, ductile iron, mechanical joint, cement lined, and tar coated, conforming to the requirements of AWWA C-110, C-111, and C-104, respectively. Mechanical Joint fittings with "Megalug" restraints shall be considered incidental to this pay item.

The valve vault and cover shall conform to the Standards noted herein and on the plans. Valve vaults shall be precast reinforced concrete, concentric type, with a minimum 72" I.D. barrel section, and shall be water tight. Barrel sections shall be sealed using a butyl rubber or rubber strip. The base of the valve vault shall be a minimum 6" reinforced concrete slab, set, level, on a minimum of 4" CA-7 bedding.

Pipe openings in the vault shall be cast into the wall of the vault.

All frames and covers shall be Neenah Foundry Number R-1713, or approved equal, and shall have "WATER" and the Village's Logo cast into the top of the cover. (SEE DETAIL) A maximum of eight inches (8") of adjusting rings shall be used.

TRENCH BACKFILL for all water related services/mains and appurtenances, shall commence a minimum of 6" above the CA-6 backfill that is required over the service/main, as noted above, and extend to the full width of the trench and the remaining portion of trench to be backfilled with CA-7 (**Virgin Crushed Limestone**), up to the bottom elevation of the pavement section, which shall be capped with a minimum of 4" compacted CA-6 (**Virgin Crushed Limestone**), as defined in AGGREGATE BASE COURSE, TYPE B. The Trench backfill shall be placed and compacted in lifts not to exceed 8" (loose) thickness. The material shall be compacted to 95% of Standard Lab Density. Trench backfill shall be considered incidental to this pay item. Trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed storm sewer and drainage structures or removal of existing facilities. See TRENCH BACKFILL Detail, on the plans. **TRENCH BACKFILL as described above shall apply to all potable water related pay items.**

CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL.

ALL UTILITY TRENCH PATCHES ON HILL ROAD SHALL BE CAPPED WITH 6" HMA BINDER COURSE, IL-19, N50 and 2" HMA SURFACE COURSE, MIX C, N50, placed and compacted in accordance with the specifications for HMA PAVEMENT PATCHING – FULL DEPTH, 8", and shall be incidental to this pay item.

The capping of the trench with HMA materials shall also include: all necessary additional compaction of the trench backfill material and AGGREGATE BASE COURSE, TYPE B, including any additional preparation of the trench to receive the HMA material, any necessary saw-cutting, as defined under the HMA Special Provisions, in preparation for the construction, provision, placement and compaction of the required thickness of HMA binder and surface courses.

Prior to the placement of the final surface course over a trench patch, if there is a grade differential between the trench patch and the adjacent surface, the Contractor will be required to secure the trench, in an appropriate manner, which may include the temporary placement of additional HMA materials, that must be placed, ramped and compacted at the joints, in the direction of traffic, to allow for the smooth, safe and unimpeded flow of traffic, as directed by the Engineer. All labor, equipment and materials needed to restore the pavement cross section will be considered incidental to these pay items.

CONSTRUCTION REQUIREMENTS: Valves shall be inspected to ensure proper working order prior to installation. Installation shall be at the locations shown on the Plans in accordance with Section 42-3 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, and conform to the Standards on the Plans.

As noted above, in addition to the tapping sleeve for the pressure connection, in order to flush a section of the water main, the Village specified tapping sleeve and flushing corporation shall be provided on the opposite side of the valve assembly. The pressure connection tapping sleeve, valve and tapping sleeve with flushing corporation must all fit inside the valve vault structure. Any necessary reducers or bends may be placed outside of the valve vault, beyond the tapping sleeve with flushing corporation.

No pressure connection shall be made within 3 feet of an existing water main joint.

All fittings must be swabbed out with a chlorine solution of at least 50 mg/L. This solution must be tested by a Village Representative.

Before making pressure connections on existing water mains, the Contractor shall have on hand, sufficient extra tools, materials, pipe fittings and adequately experienced workmen so that in case of an accident, he will not be unnecessarily delayed in making the said pressure connection.

C. PAYMENT: All labor, materials and equipment necessary to complete this item of work to the requirements, herein and as noted on the plans or directed by the Engineer, shall be paid for at the contract unit price for EACH for EACH for 8" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 60" VALVE VAULT; 10" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 60" VALVE VAULT; 12" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 72" VALVE VAULT; 16" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 72" VALVE VAULT; or for EACH for 20" x 8" TAPPING SLEEVE AND VALVE (TS&V) with 72" VALVE VAULT. This price shall include all EARTH EXCAVATION and/or EARTH EXCAVATION (SPECIAL) and proper disposal of materials, bedding, backfill, trench backfill or CLSM, HMA trench patch, valve, mechanical joint fittings with "Megalug" restraints, valve vault, including any flat top lids, adjusting rings, frames and lids, all required tapping sleeves and flushing corporation, and related items described, herein.

SECTION B.42**FIRE HYDRANT ASSEMBLY**

A. SCOPE OF WORK: This item of work at locations noted on the plans shall include furnishing and installing fire hydrants, in accordance with Village standards; the necessary length of 6" Ductile Iron Pipe Water Main, Class 55, as previously defined, that extends from the hydrant's auxiliary valve to the hydrant; a 6" auxiliary valve with valve box; drainage aggregate per the hydrant detail; all mechanical joints for both hydrant and valve; all blocking and tie-rodging; high density polyethylene wrapping; any necessary casing pipe, as defined in these specifications; and backfilling/trench backfilling.

B. MATERIALS:

Medallion Fire Hydrant, Clow Corporation, Model F-2545, for 5' to 5.5' cover depth, painted yellow. Hydrant is 5- $\frac{1}{4}$ " main valve opening hydrant with 1- 4 $\frac{1}{2}$ " pumper nozzle and 2 – 2 $\frac{1}{2}$ " hose nozzles. National Standard Threads, 6" inlet. National Standard Operating Nut, open to the left.

The Auxiliary valve shall be a 6" Clow Valve, opening to the left, and enclosed with a 6" cast iron adjustable valve box and cover. A rubber stabilizer shall be provided, with swivel x swivel adapter (6 x 12) – "Anchor Coupling". Blocking shall be 8" x 16" x 4" solid concrete blocks; drainage aggregate shall be 1" clean gravel or crushed stone (no crushed concrete, permitted), extending a minimum of 2 feet above the top of the water main, extending to the outer flange of the Auxiliary Valve.

Ductile Iron Pipe Water Main, Class 55, shall meet the requirements set forth under the pay item description for DUCTILE IRON PIPE WATER MAIN, CLASS 55. Joints for both hydrant and valve shall be mechanical joints.

Trench backfill material on the hydrant stem shall include 6" of CA-6 material, to a point 6" above the top of the water main pipe, and CA-7, **crushed limestone, only**, conforming to the applicable portions of Section 703 of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, to the bottom of the Bituminous base course or the concrete base.

C. CONSTRUCTION REQUIREMENTS: Hydrants shall be constructed at the locations shown on the plans, or as directed by the Engineer. The Contractor shall verify the feasibility of the hydrant locations, once all underground utilities are marked, prior to ordering rods for the hydrant valves.

Hydrants shall be set solidly in a vertical position and firmly braced/blocked to prevent movement. The hydrant base shall be set on a 16" square by 4" thick solid concrete block or PCC slab. The base of the barrel shall be surrounded with a minimum of 9 cubic feet of drainage aggregate, which shall be encapsulated with filter fabric. The auxiliary valve shall be rodged to the tee on the main with two $\frac{3}{4}$ " threaded rods of the required length. The back of the hydrant shall be blocked with 8" x 16" x 4" solid concrete blocks against undisturbed soil. (See detail on plans or as directed by the Engineer)

Hydrants shall be placed a minimum of three feet (3') from the back of curb.

All fittings must be swabbed out with a chlorine solution of at least 50 mg/L. This solution must be tested by a Village Representative.

D. PAYMENT: All labor, material and equipment necessary to construct the complete hydrant assembly from, and including the auxiliary valve and box, all connectors, and all items noted herein, shall be paid for at the contract unit price EACH for FIRE HYDRANT ASSEMBLY. All pavement saw-cutting, excavation, removal and proper disposal of excavated materials, backfill and trench backfill necessary to construct the hydrant assembly will be considered incidental to the contract unit price for this pay item.

SECTION B.43**FIRE HYDRANT REMOVAL**

A. SCOPE OF WORK: This item of work shall consist of the removal of existing fire hydrant assemblies at the designated locations as shown on the plans or as directed by the Engineer. The fire hydrant assemblies shall be removed by removing the auxiliary valve box, and cutting the hydrant riser 3' below grade, filling the open end of the riser completely with CA-6, and then sealing the open end with brick and concrete to prevent erosion into the remaining pipe material. Included with this pay item of work is all excavation and proper disposal of excavated material, backfilling, as per the standard(s) under paved and unpaved areas; removing the auxiliary valve box, and backfilling as necessary with CA-6; cutting, filling and sealing the hydrant riser, as described and/or as directed by the Engineer; removal of the hydrant to be abandoned; and restoration of the disturbed area to match or exceed the conditions of the adjacent area.

Existing fire hydrant assemblies, including the auxiliary boxes, that have been removed shall be returned to the Village of Winnetka Yards at 1390 Willow Road.

Trench backfill shall consist of coarse aggregate material (CA-7, CA-11 or CA-13) to a point 12" above the conduit, the full width of the trench and the remaining portion of trench to be backfilled with CA-6, up to the bottom elevation of the pavement section. The Trench Back Fill shall be placed and compacted in lifts not to exceed 8" (loose) thickness. The material shall be compacted to 95% of Standard Lab Density. Trench backfill shall be considered incidental to this pay item. Trench backfill shall be placed under or within the zone of influence all paved/surfaced areas (i.e. driveways, roads, sidewalks, etc.) disturbed by trench excavation for installation of the proposed storm sewer and drainage structures or removal of existing facilities.

B. PAYMENT: All work, labor, materials and equipment necessary to cut and cap the existing water main at the designated locations shall be paid for at the contract unit price EACH for FIRE HYDRANT REMOVAL, which shall include all related and collateral work described above.

SECTION B.44 LEAK TESTING, DISINFECTION AND SAMPLING

The Contractor shall perform hydrostatic testing and disinfect the completed water main and appurtenances in accordance with Section 41-2.13 and 41-2.14, respectively, of the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition. Temporary taps for blow-offs shall be provided on each street connection.

The Contractor shall, after installation of the water main system or parts thereof, pressure test and chlorinate the new system. A two hour pre-test must be made and passed by the Contractor before scheduling the pressure test with the Village. The main shall then be pressure tested at 150 PSI for a duration of one hour in the presence of a representative of the Village of Winnetka Water and Electric Department.

After a successful pressure test, the main shall be chlorinated by gas injection method, only, by a qualified technician. Samples shall be taken on 2 consecutive working days; Monday through Friday, 24 hours after chlorination, and after the main has been flushed. The number of samples taken shall be determined by the Village Representative. The Village Representative must be present for the pressure testing, chlorination, flushing and drawing of the sample. The Contractor shall bear all costs of these tests.

If after four samplings, the results do not yield two consecutive satisfactory readings, a rechlorination will be necessary.

The water system shall be made operation by the Village of Winnetka Water and Electric Department ONLY, after receiving satisfactory lab reports.

Water quality samples will also be taken and tested by the Contractor and the Village of Winnetka in accordance with the requirements of the Illinois Environmental Protection Agency and the project permit.

The cost for all testing, and/or corrective work and re-testing, all chlorination disinfection, and sampling/resampling, shall be considered incidental to the contract.

SECTION B.45

6", 8" or 10" LINE STOP / INSERTION VALVE WITH 60" VALVE VAULT

A. SCOPE OF WORK: This item of work shall include furnishing all labor, materials and equipment necessary to install either: 6"; 8"; or 10" line stops or insertion valves in 60" (ID) vaults.

B. MATERIALS: The valves shall be Underwriter's Lab approved and be brand AVT conforming to AWWA C-509 opening to the right. All bolts shall be stainless steel. The valve shall be centered on the access opening of the vault. The valve shall be supported with a solid concrete block support.

The valve vault and cover shall conform to the Standards noted herein and on the plans. Valve vaults shall be precast reinforced concrete, concentric type, with a minimum diameter barrel section corresponding to the valve size, and shall be water tight. Barrel sections shall be sealed using a butyl rubber or rubber strip. The base of the valve vault shall be a minimum 6" reinforced concrete slab, set, level, on a minimum of 4" CA-7 bedding

Pipe openings in the vault shall be cast into the wall of the vault.

All frames and covers shall be Neenah Foundry Number R-1713, or approved equal, and shall have "WATER" cast into the top of the cover. A maximum of eight inches (8") of adjusting rings shall be used.

Trench backfill material shall include 6" of CA-6 to a point 6" above the top of the water main pipe, and CA-7, **crushed limestone, only**, conforming to the applicable portions of Section 703 of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, to the bottom of the Bituminous base course or the concrete base. **CRUSHED CONCRETE WILL NOT BE PERMITTED FOR THE BEDDING, BACKFILL OR TRENCH BACKFILL MATERIAL.**

C. CONSTRUCTION REQUIREMENTS: Valves / line stops shall be inspected to ensure proper working order prior to installation. Installation shall be at the locations shown on the Plans in accordance with Section 42-3 of the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, and conform to the Standards on the Plans.

In order to flush a section of the water main, tapping sleeve and flushing corporation shall be provided on the opposite side of the valve assembly. Tapping sleeves shall be FORD Meter Box Company, Model F1 with stainless steel hardware and 12.5" in length, or a length approved by the Village. Corporation Stops shall be 1-inch, ball type, AWWA taper thread inlet and flare copper outlet, Ford FB600-4-NL or Mueller B-25000. All brass components shall be NO LEAD brass. Corporation stops shall be blocked during installation. Both tapping sleeve and valve must fit inside valve vault structure. Direct tap to water main are unacceptable.

All fittings will be swabbed out with a chlorine solution of at least 50 mg/L. This solution must be tested by a Village Representative.

No pressure connection shall be made within 3 feet of an existing water main joint.

All excavation around structures must be compacted in such a manner so as not to cause any settlement around the structure, or subsequent settlement of the pavement patch, and be incidental to the contract. Any settlement that occurs will need to be rectified, and be the sole responsibility of the Contractor and incidental to the contract. ALL TRENCHES/EXCAVATION SHALL BE CAPPED WITH HMA PATCH, AS PREVIOUSLY DESCRIBED HEREIN, AND SHALL BE CONSIDERED INCIDENTAL TO THIS PAY ITEM.

D. PAYMENT: All labor, materials and equipment necessary to complete this item of work to the requirements, herein and as noted on the plans or directed by the Engineer, shall be paid for at the contract unit price for EACH for either 6" INSERTION VALVE IN 60" VAULTS; 8" INSERTION VALVE IN 60" VAULT; OR 10" INSERTION VALVE IN 60" VAULT. This price shall include all excavation and proper disposal of materials, bedding, backfill, trench backfill, valve, mechanical joint fittings with "Megalug" restraints, valve vault, including any flat top lids, adjusting rings, frames and lids, tapping sleeves with flushing corporation, and related items described, herein.

SECTION B.46

PAYROLLS

The Contractor shall submit weekly certified payrolls to the Village Engineer within (10) days of the end of each pay period. No progress payment shall be made unless said submittals are current.

SECTION B.47**PAYMENTS**

Progress payments may be made on the first or third Tuesday of each month. In order to be paid, the invoice must be received 14 days in advance of the above payment dates. Final payment (less any penalties) shall not be made until such time as **all** work is completed to the satisfaction of the Engineer **and** lien waivers are received for all labor, materials, and subcontractors

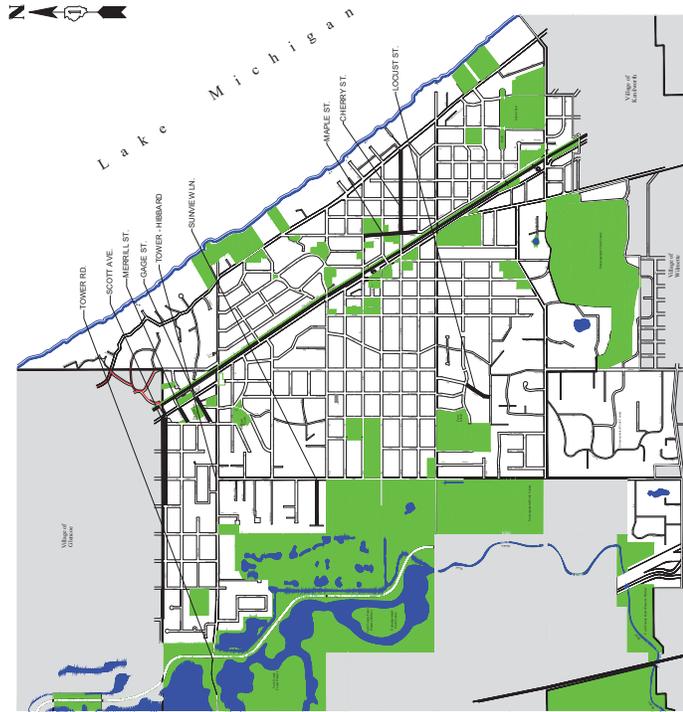


VILLAGE OF WINNETKA 2022 STREET REHABILITATION PROGRAM

CONTRACT PLANS

INDEX OF SHEET

- 1 TITLE SHEET, LOCATION MAP
- 2 SUMMARY OF QUANTITIES
- 3-4 GENERAL NOTES, CONSTRUCTION DETAILS
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- 8-9-10-11 **CHERRY STREET PLANS**
- 12 GAGE STREET PLAN
- 13 MERRILL STREET PLAN
- 14 LOCUST ROAD PLAN
- 15-16 **SCOTT AVE PLANS**
- 17 TOWER ROAD
- 18-19 MAPLE STREET
- 20 TOWER HIBBARD SIDEWALK IMPROVEMENT



LOCATION MAP

PLANS APPROVED BY :
 JAMES J. BERNAHL, PE, CFM
 DIRECTOR OF ENGINEERING/VILLAGE ENGINEER
 VILLAGE OF WINNETKA
 1390 WILLOW ROAD
 WINNETKA, IL 60093

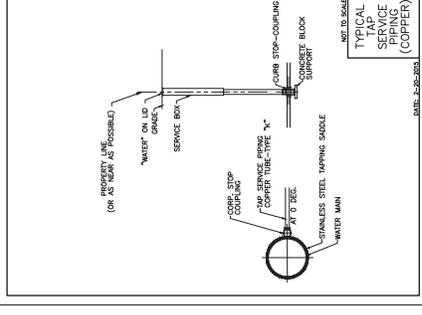
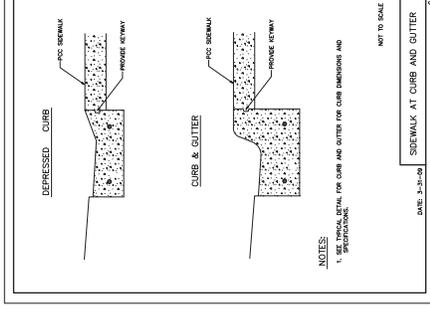
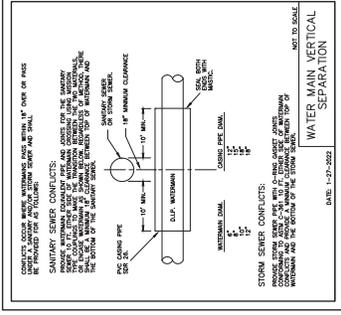
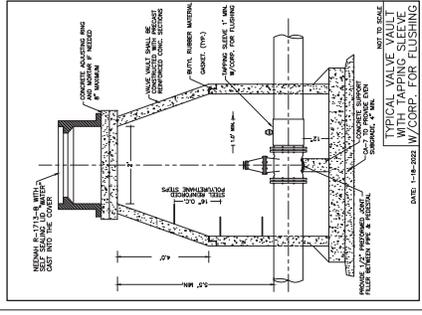
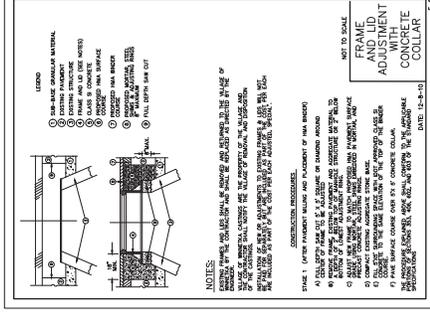
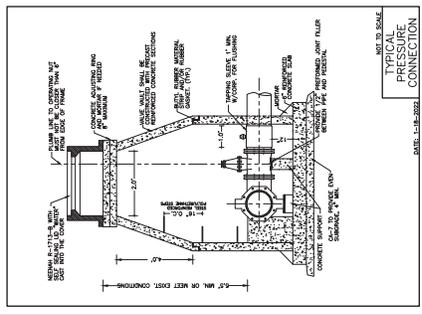
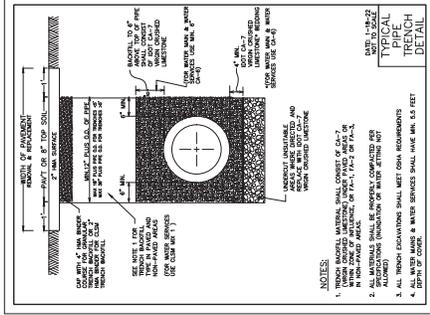
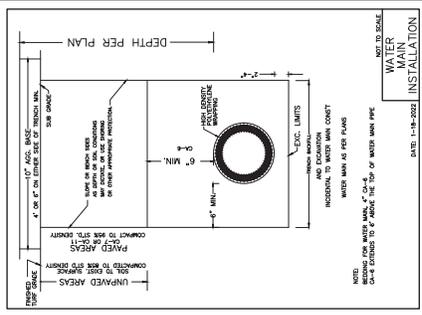
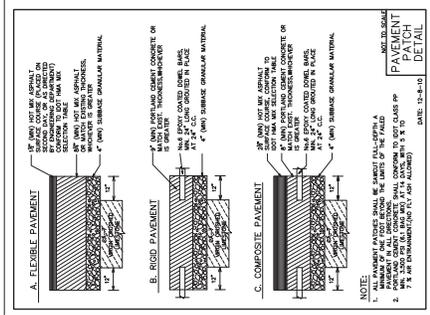
SIGNED _____
 DATE _____

FOR UNDERGROUND UTILITY
 LOCATIONS, CALL
 J.U.L.I.E
 TOLL FREE
 800-892-0123
 OR
 811

SUMMARY OF QUANTITIES

NO	PAY ITEM	UNIT	GAGE	MERRILL	SCOTT	CHERRY	SUNVIEW	LOCUST	MAPLE	TOWER	HIBBARD S.W	VARIOUS	TOTAL
1	EARTH EXCAVATION (SPECIAL)	CUYD											30.00
2	AGGREGATE FOR TEMPORARY DRIVEWAY ACCESS	TON	14	10		30	15	10	15			30	94.00
3	HOT MIX ASPHALT SURFACE REMOVAL (MILLING)	SQYD	2200	1350	4900	6650	3050	1725	5010	3690			28575.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX.C. N60	TON	300	200	560	780	375	210	600	440			3465.00
5	HOT MIX ASPHALT PAVEMENT PATCHING - FULL DEPTH, 8" (VARIOUS LOCATIONS)	SQYD										50	50.00
6	HOT MIX ASPHALT PAVEMENT PATCHING - SURFACE, 2" (VARIOUS LOCATIONS)	SQYD	120	65		250	100	50	250	40		600	623.00
7	PAVEMENT PATCHING, CLASS D	SQYD											875.00
8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD										100	100.00
9	SUBBASE GRANULAR MATERIAL, TYPE B	CUYD										100	100.00
10	HOT MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 2"	SQYD	175	25	60	250	100	20	20				650.00
11	BITUMINOUS MATERIAL (PRIME COAT)	GAL	300	190	730	900	350	190	600	350			3610.00
12	AGGREGATE (PRIME COAT)	TON	5	3	14	20	10	10					72.00
13	PCC SIDEWALK REMOVAL & REPLACEMENT, 5"	SQFT	2500	800	800	5850	1000	3335			370		13755.00
14	PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT, 6"	SQYD											571.00
15	PCC PAVEMENT, 9"	SQYD					50						88.00
16	PCC PAVEMENT PATCHING (VARIOUS LOCATIONS)	SQYD											0.00
17	BARRIER CURB VARIABLE HEIGHT, SPECIAL	FOOT				200			150				350.00
18	COMBINATION CONCRETE CURB & GUTTER	FOOT	1500	650	390	2600	400	300	175		15		6030.00
19	COMBINATION CONCRETE CURB & GUTTER/CURB REMOVAL	FOOT	1500	650	390	2600	400	300	175		15		6030.00
20	DETECTABLE WARNINGS	SQFT	144	48		496	32		240				970.00
21	THERMOPLASTIC PAVEMENT MARKING LINE, 4" WHITE/YELLOW	FOOT	340	105		885	83		500			25000	27715.00
22	THERMOPLASTIC PAVEMENT MARKING LINE, 6" WHITE/YELLOW	FOOT	380	180		895	83		500			2000	3891.00
23	THERMOPLASTIC PAVEMENT MARKING LINE, 12" WHITE/YELLOW	FOOT	380	180		895	83		500			2000	3891.00
24	THERMOPLASTIC PAVEMENT MARKING LINE, 24" WHITE/YELLOW	FOOT	47	28	15	132	15	50	100	12			1399.00
25	THERMOPLASTIC PAVEMENT MARKING-LETTERS & SYMBOLS	SQFT										250	253.10
26	SANITARY MANHOLES, 48" I.D., REMOVE & REPLACE	EACH											1.00
27	SANITARY MANHOLE CHIMNEY SEAL	EACH											1.00
28	INLETS, TYPE A	EACH	2	2		1		1					6.00
29	MANHOLES TYPE A, 4' DIA., TYPE 1 FRAME, CLOSED/OPEN LID	EACH											6.00
30	CATCH BASINS, TYPE D, 3' DIA., WITH FRAME & GRATE	EACH	3	2		2				1			8.00
31	MANHOLES TO BE RECONSTRUCTED	EACH											1.00
32	CATCH BASINS TO BE RECONSTRUCTED	EACH											1.00
33	MANHOLES TO BE ADJUSTED	EACH	1	1		6							40.00
34	CATCH BASINS TO BE ADJUSTED	EACH	4	2		7							48.00
35	FRAMES, CURB TEST ADJUSTED	EACH	1	1		18							15.00
36	STORM SEWERS, PVC SDR 35, 8"	FOOT	20	20		60	20	30					150.00
37	STORM SEWERS, PVC SDR 35, 6"	FOOT	60	60		30							150.00
38	STORM SEWERS, PVC SDR 35, 10"	FOOT	3	2		2							20.00
39	STRUCTURES TO BE ABANDONED	FOOT											13.00
40	TOPSOIL FURNISH & PLACE	CUYD	100	60	40	300	80	55	30		10		675.00
41	SODDING	SQYD	900	600	450	2700	800	500	200		70		6220.00
42	DETECTOR LOOPS TO BE REPLACED	FT	130	120									250.00
43	RAISED REFLECTIVE PAVEMENT MARKERS (TWO-WAY AMBER), (DOT TYP.)	EACH								15			15.00
44	REFLECTIVE PAVEMENT MARKER REMOVAL	EACH											13.00
45	TRAFFIC CONTROL & PROTECTION STANDARDS	LSUM	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1			1.00
46	WATER SERVICE LINE 1 1/2", LONG	EACH	4	5	23	27	12	3					74.00
47	WATER SERVICE LINE 1 1/2", SHORT	EACH	1	1	13	11	15	3					45.00
48	WATER SERVICE LINE 1 1/2" TO BE RECONNECTED/TRANSFERRED	EACH	2	1		10							13.00
49	WATER SERVICE LINE 2", LONG	EACH											1.00
50	WATER SERVICE LINE 2", SHORT	EACH											1.00
51	WATER SERVICE LINE 2" TO BE RECONNECTED/TRANSFERRED	EACH	1										1.00
52	WATER SERVICE LINE 4" D.I.P.	EACH											2.00
53	WATER SERVICE LINE 6" D.I.P.	EACH	2										2.00
54	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 4" I.D.	FOOT						10					10.00
55	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 6" I.D.	FOOT	20	16									36.00
56	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 8" I.D.	FOOT	800	500		2120	1110	25					4555.00
57	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 10" I.D.	FOOT						600					600.00
58	DUCTILE IRON PIPE WATER MAIN, CLASS 55, 12" I.D.	FOOT	30	30		260	100	10					10.00
59	WATER MAIN CASING PIPE W/SPACERS & END SEALS	FOOT	20	10	10	15	10	60					125.00
60	WATER MAIN REMOVAL	FOOT											430.00
61	CUT & CAP EXISTING WATER MAIN	EACH	1			3	1	2					9.00
62	CUT & REMOVE EXISTING TEETS & V. & RESTORE EXISTING MAIN	EACH	2	2		1							5.00
63	10" LINE STOP / INSERTION VALVE ASSEMBLY	EACH	1										1.00
64	4" VALVE ASSEMBLY WITH 48" VALVE VAULT	EACH											1.00
65	6" VALVE ASSEMBLY WITH 48" VALVE VAULT	EACH	2										2.00
66	10" VALVE ASSEMBLY WITH 60" VALVE VAULT	EACH											1.00
67	8" VALVE ASSEMBLY WITH 60" VALVE VAULT	EACH	2	2		5	2	1					11.00
68	10" TAPPING SLEEVE & VALVE (TS&V) WITH 60" VALVE VAULT	EACH	2	2		4	2	1					11.00
69	FIRE HYDRANT ASSEMBLY	EACH	2	2		4	2	1					11.00
70	FIRE HYDRANT REMOVAL	EACH	2	2		4	2	1					10.00

VILLAGE OF WINNETKA		2022 STREET REHABILITATION PROGRAM	SUMMARY OF QUANTITIES
CONSULTANTS REVISED - REVISED - REVISED -	SCALE: AS NOTED	PROJECT NO.:	RESIGNED - OK DRAWN - OK CHECKED - DATE - DEC. 2021
TOTAL SHEET NO.			20

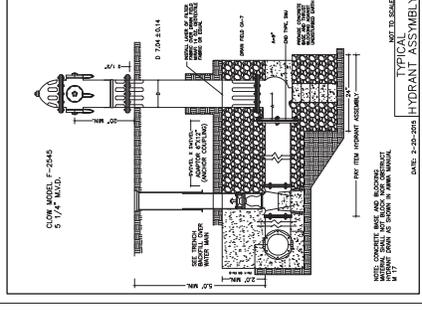
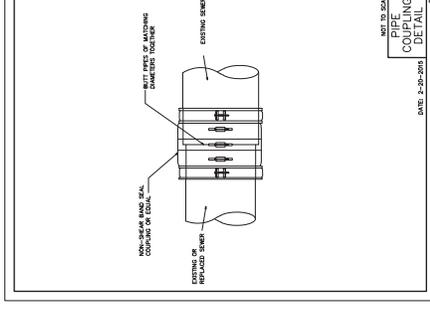


HORIZONTAL SEPARATION - WATER MAINS AND SEWER

1. Water mains must be laid at least 10 feet horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer, or sewer service connection. The distance must be measured edge to edge.

2. Water mains may be laid closer than 10 feet to a sewer line when:
 a. Local conditions prevent a lateral separation of 10 feet.
 b. The water main invert is at least 18 inches above the crown of the sewer, and
 c. The water main is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

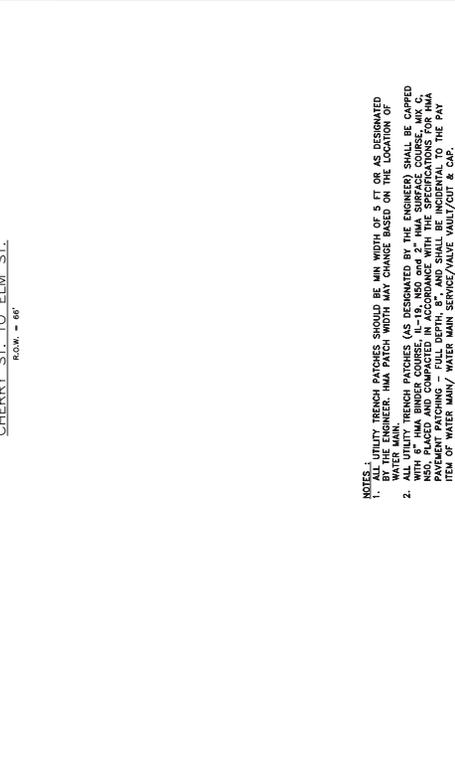
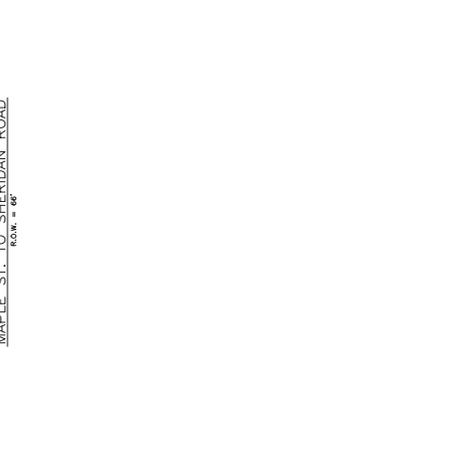
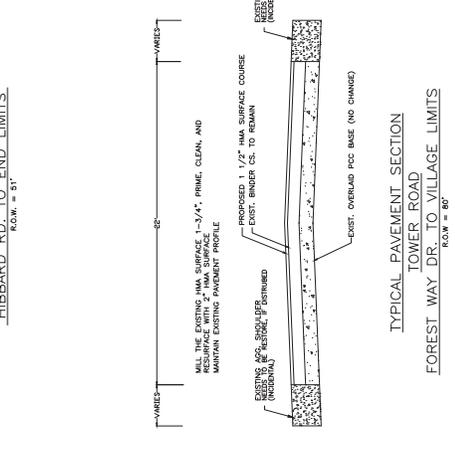
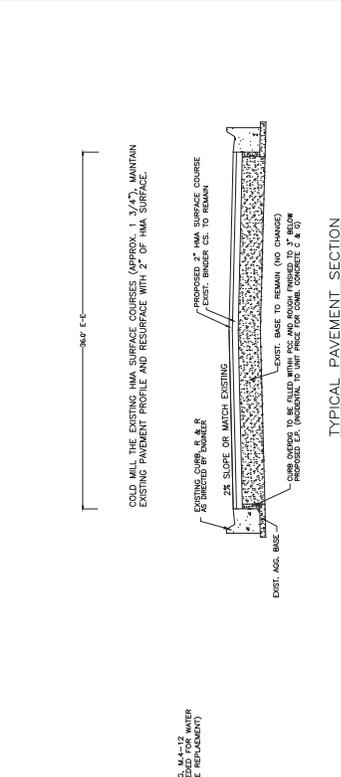
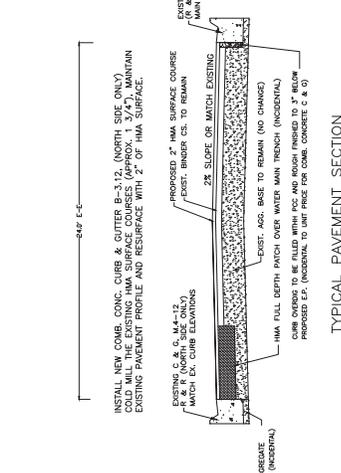
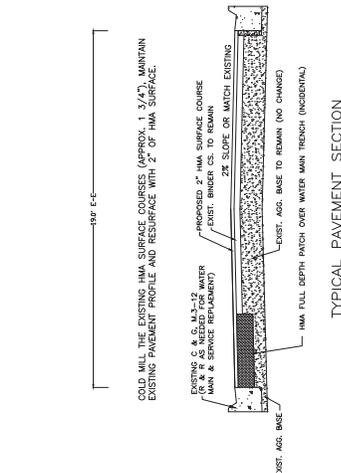
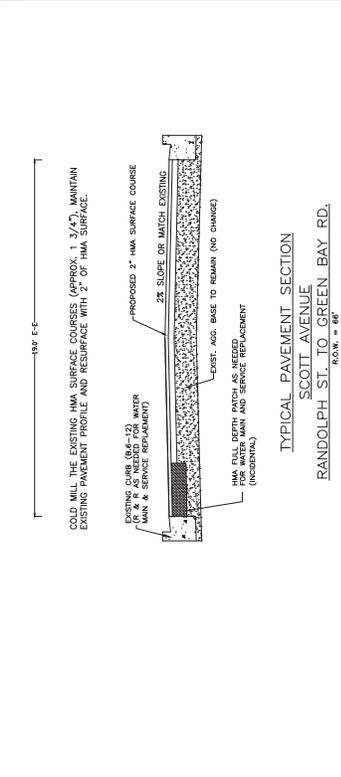
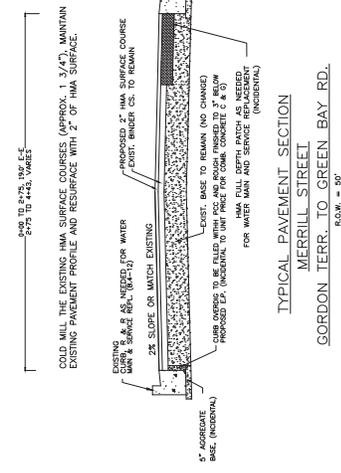
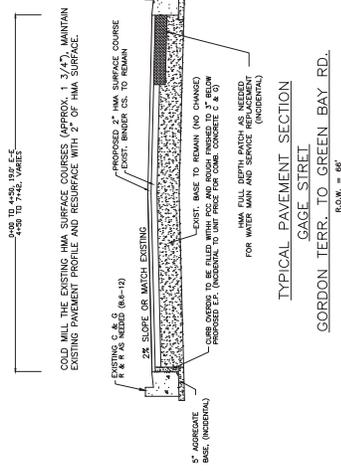
3. When it is impossible to meet (1) or (2), the following requirements must be met:
 a. Both the water main and drain or sewer must be constructed of materials specified in IEPA Section 604.1410, or
 b. The sewer has a structural lining meeting ASTM F1216. The Agency may approve an alternate structural lining under IEPA Section 604.145(b).
 c. The drain or sewer must be pressure tested to the maximum expected surcharge head before backfilling.



VERTICAL SEPARATION - WATER MAINS AND SEWERS

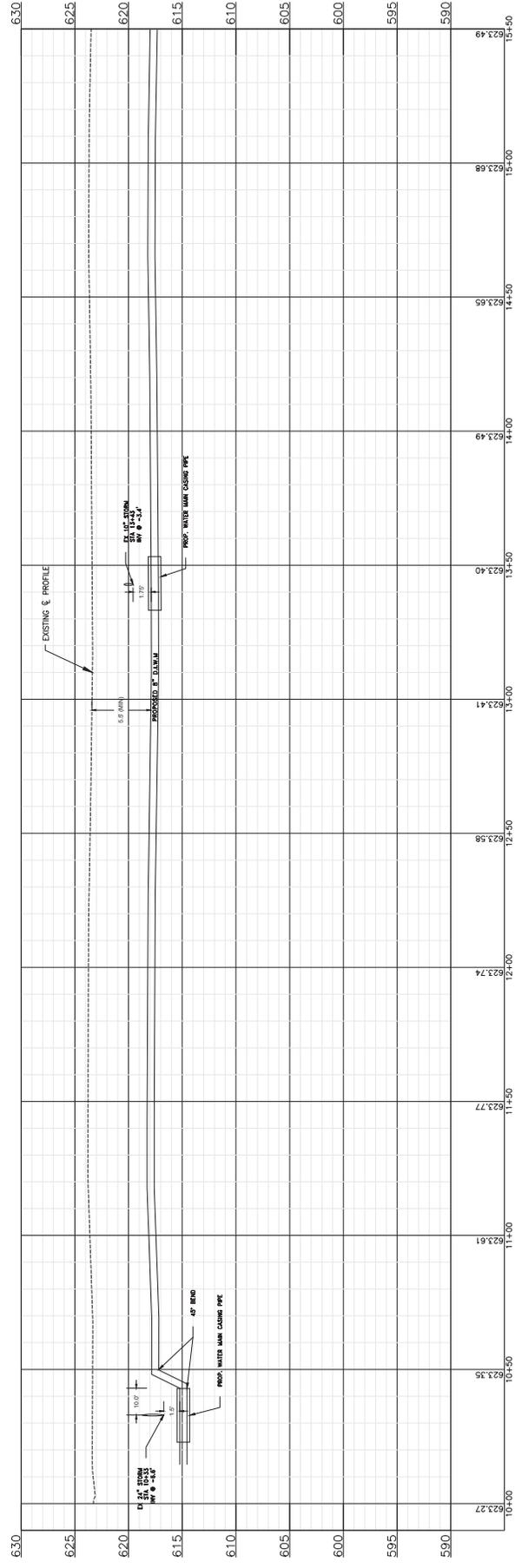
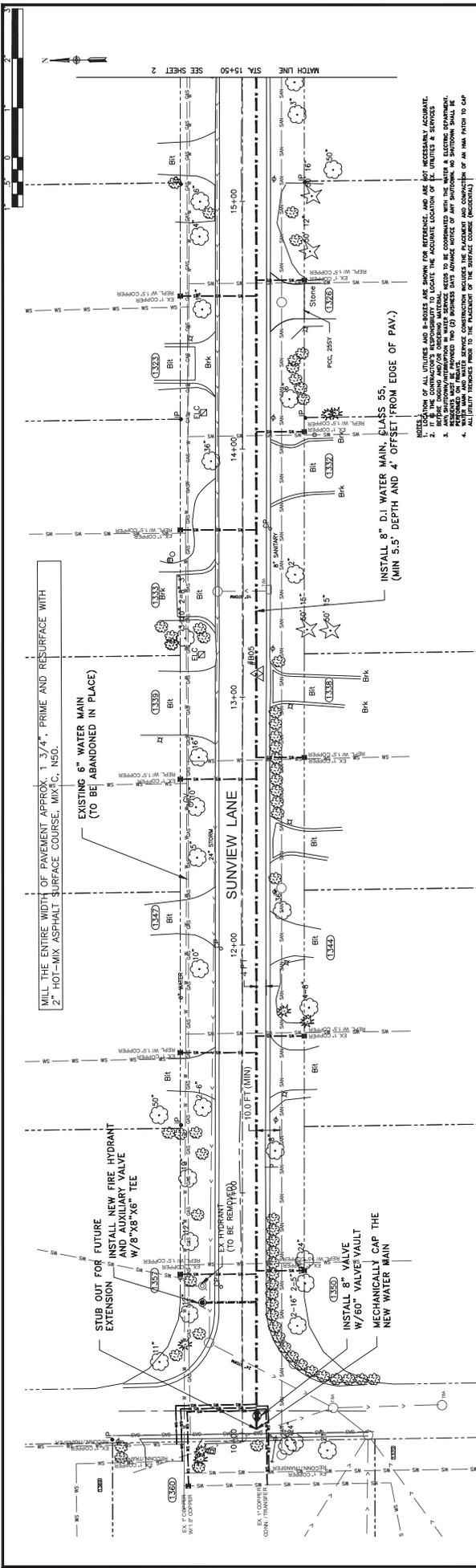
1. A water main and or water services shall be separated from a sewer so that its invert is a minimum of 18 inches above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main and or water services located within ten feet horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.

2. When it is impossible to obtain the proper vertical separation as described in (1) above; or the water main and or water services passes under a sewer or drain then both the water main and sewer shall be constructed of water main quality pipe, or upon approval by the Village of Winnetka Engineering Department, sleeved with steel pipe, or PVC SDR 21, (water tight at both ends) for a minimum distance of ten (10) feet on each side of the water main and or water service. This is to be done in lieu of 'spot' lowering or raising the water main when possible. (Spot lowering of water mains shall only be permitted in cases of direct conflict when sleeving and spot raising are not possible).



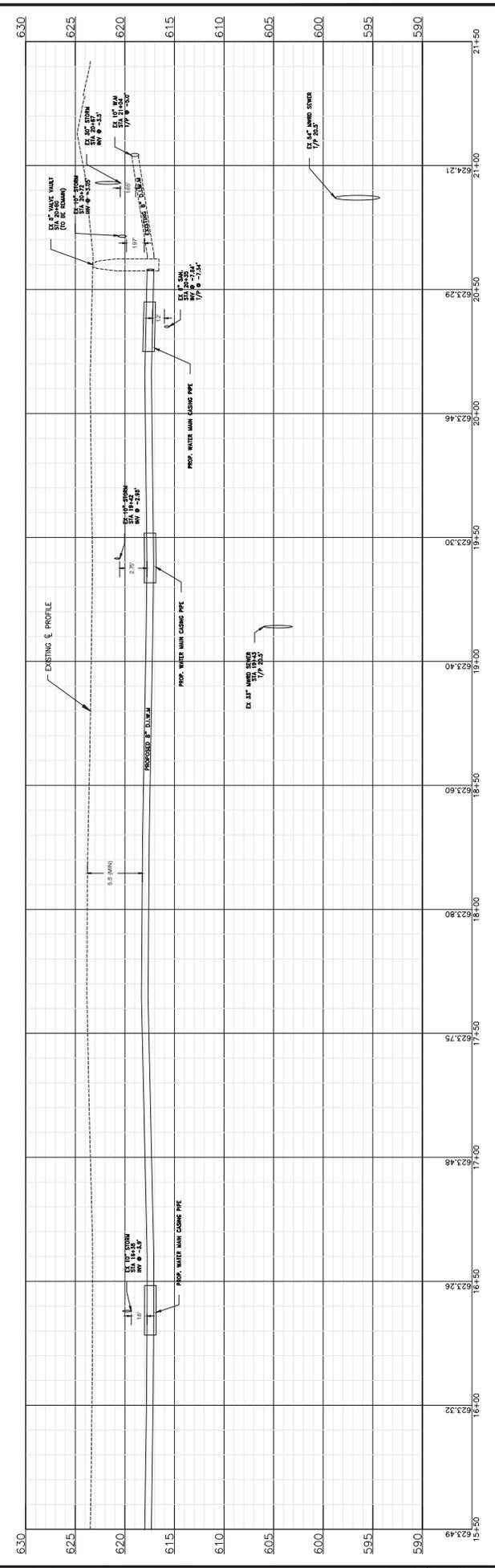
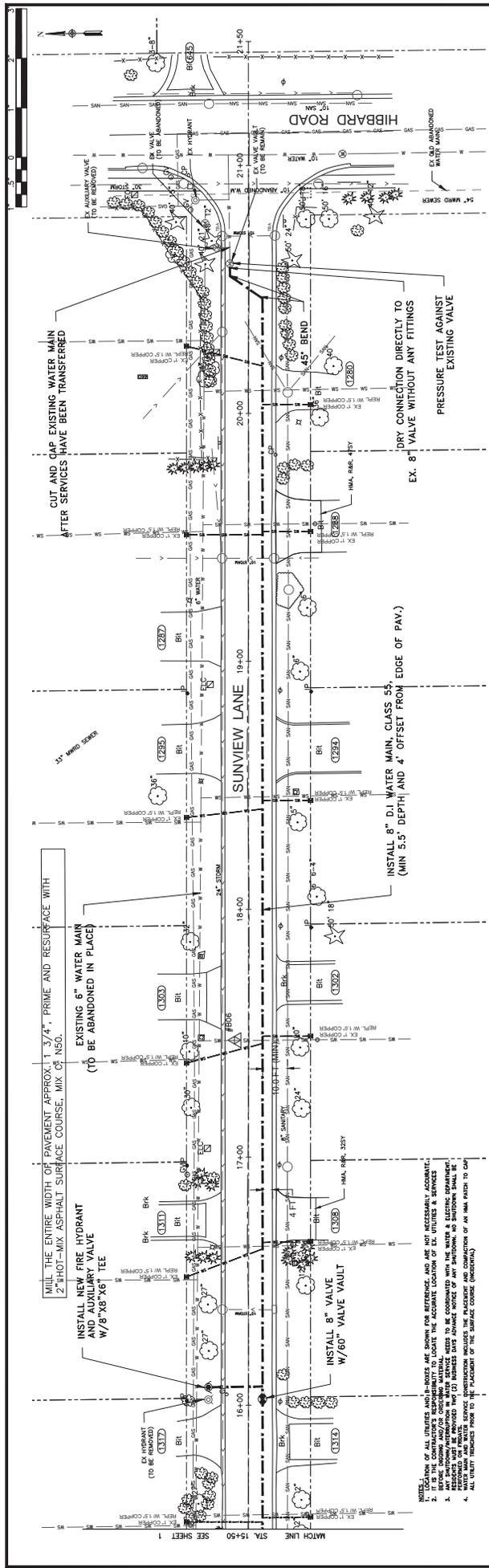
- NOTES:
1. ALL UTILITY TRENCH PATCHES SHOULD BE A MINIMUM WIDTH OF 5' BY THE ENGINEER. PATCHES SHOULD BE CHANGED BASED ON THE LOCATION OF WATER MAIN.
 2. ALL UTILITY TRENCH PATCHES (AS DESIGNATED BY THE ENGINEER) SHALL BE CURED WITH 8\"/>

CONSULTANTS		REVISIONS		PROJECT NO. ###		DATE - DEC. 2021	
		REVISED -	REVISED -	CHECKED -	###	DRAWN -	OK
VILLAGE OF WINNETKA		AS NOTED		TYPICAL PAVEMENT A-SECTIONS		RESIGNED - OK	
2022 STREET REHABILITATION PROGRAM		SCALE:		PROJECT NO. ###		TOTAL SHEETS NO. 20	
						SHEET NO. 5	



- NOTES**
1. LOCATION OF ALL UTILITIES AND B-SIZES ARE SHOWN FOR REFERENCE AND ARE NOT NECESSARILY ACCURATE.
 2. EXISTING UTILITIES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 3. EXISTING UTILITIES ARE TO BE MAINTAINED UNLESS OTHERWISE NOTED.
 4. ALL UTILITY REVISIONS SHALL BE TO THE FAVOR OF THE SURFACE COURSE (EXISTING).

VILLAGE OF WINNETKA 2022 STREET REHABILITATION PROGRAM		SHEET NO. 20 PROJECT NO.	
DESIGNED - OK DRAWN - OK CHECKED - DATE - DEC 2021	SHEET NO. 20 PROJECT NO.		



- NOTES:
1. LOCATION OF ALL UTILITIES AND B-SIZES ARE SHOWN FOR REFERENCE, AND ARE NOT NECESSARILY ACCURATE.
 2. BEFORE ANY WORK BEGINS, VERIFY THE ACCURATE LOCATION OF EX UTILITIES & SERVICES.
 3. BEFORE ANY WORK BEGINS, VERIFY THE ACCURATE LOCATION OF EX UTILITIES & SERVICES.
 4. ALL UTILITY REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE PROJECT ENGINEER.

DESIGNED - OK		TOTAL SHEET NO.	7
DRAWN - OK			
CHECKED - OK		PROJECT NO.	20
DATE			
SCALE: HORIZ 1"=20' / VERT 1"=5'		SUNVIEW LANE - WATER MAIN SHEET 2 (15+50 TO 21+50)	
CONSULTANTS		VILLAGE OF WINNETKA 2022 STREET REHABILITATION PROGRAM	

REM. & REPL. EXISTING PCC C & G. INSTALL NEW COMB. CONC. C & G. B.6-12. MILL THE ENTIRE WIDTH OF PAVEMENT APPROX. 1' 3/4". PRIME AND RESURFACE WITH 2" HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50.

WATER MAIN & WATER SERVICE CONSTRUCTION INCLUDES THE PLACEMENT & COMPACTION OF AN HMA PATCH TO CAP ALL UTILITY TRENCHES PRIOR TO PLACEMENT OF THE SURFACE COURSE, AS DEFINED IN THE SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER.

STA. 0+14. RESURFACING BEGINS.

CONSTRUCT BUTT JOINT INCIDENTAL TO HMA SURFACE.

8" VALVE ASSEMBLY W/60" VALVE VAULT

1.481. C.I. HMA P.E. REM. & REPL. 24 ST.

2.431. C.I. HMA P.E. REM. & REPL. 21 ST.

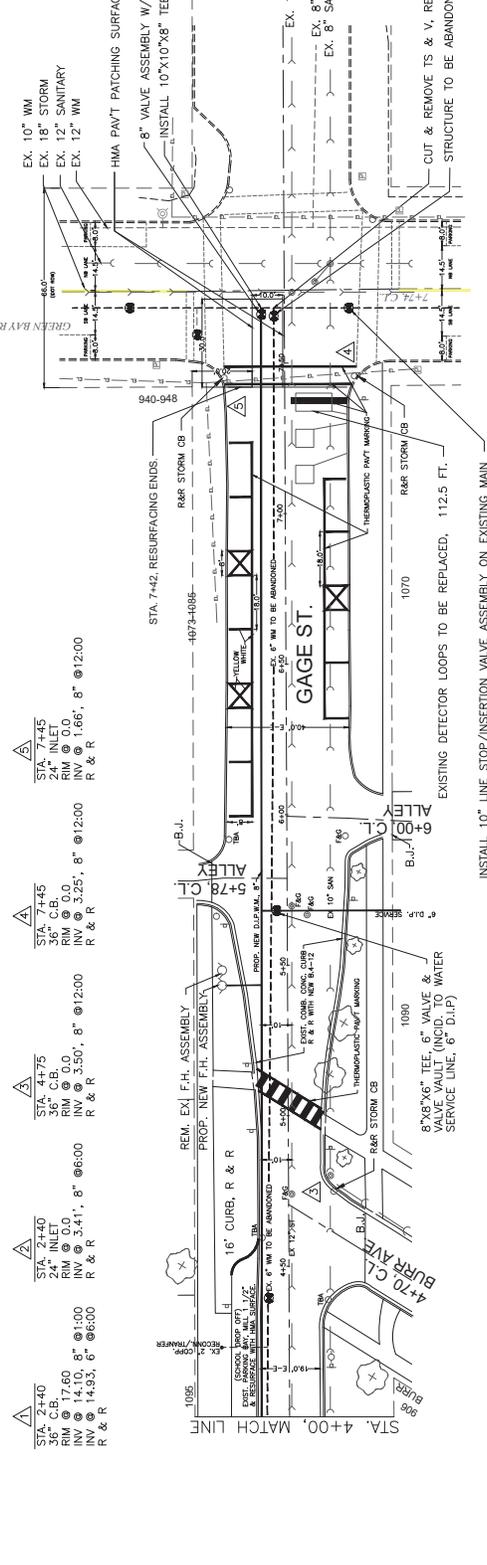
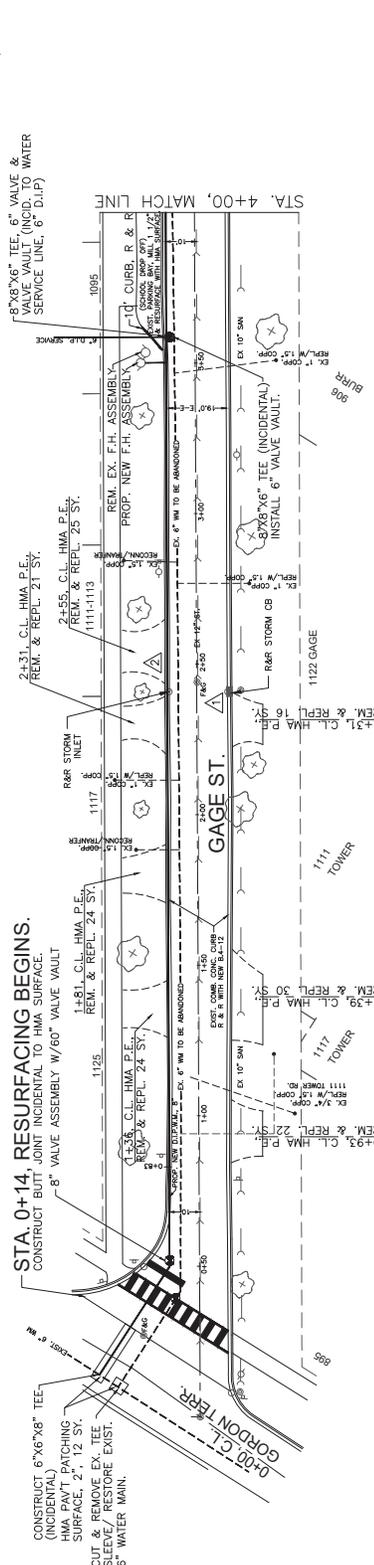
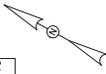
2.455. C.I. HMA P.E. REM. & REPL. 25 ST.

PROP. NEW F.H. ASSEMBLY

REM. EX. F.H. ASSEMBLY

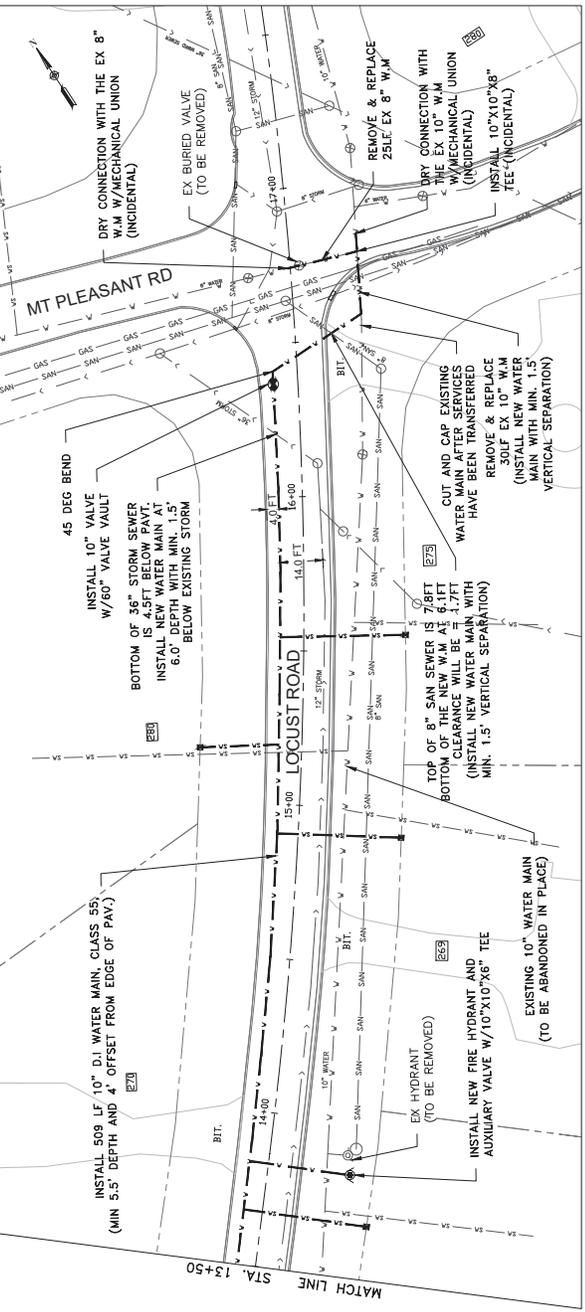
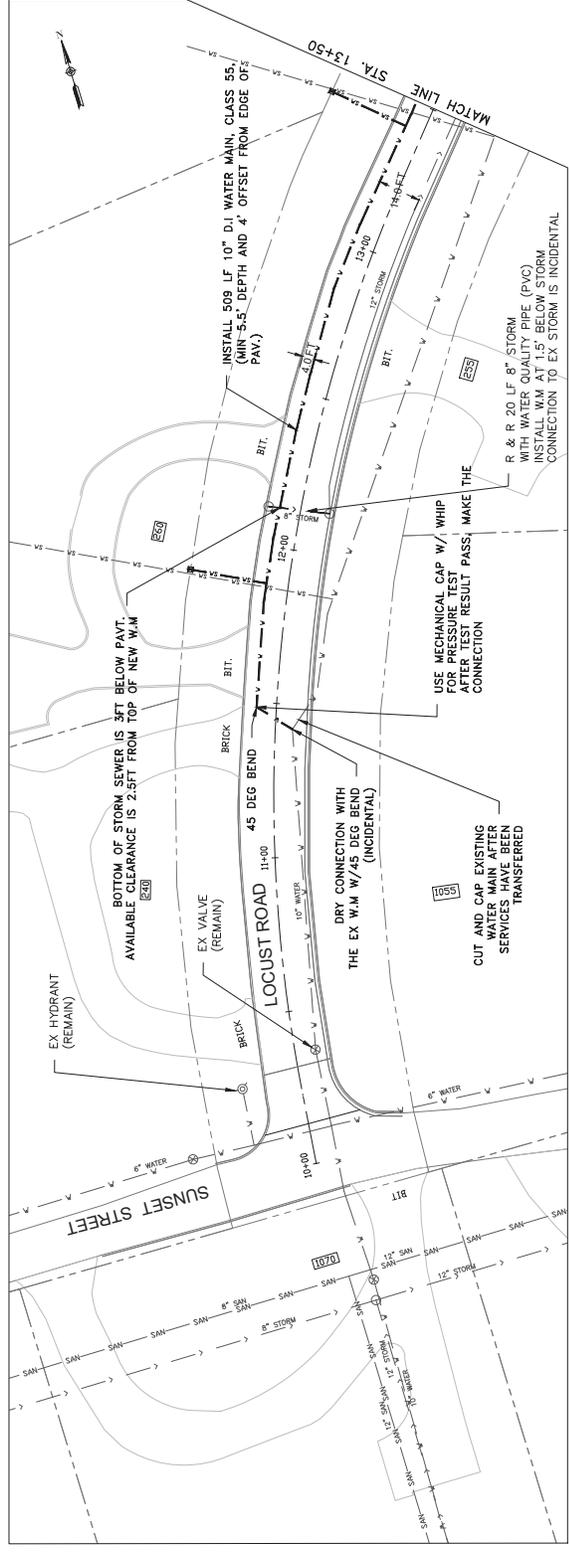
RECON. NEW F.H. ASSEMBLY

B.M., F.H., #410
0' AT 20.0'



- NOTES:
1. ALL UTILITIES SHOWN IN THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE ACCURATE LOCATION OF EX. UTILITIES & VERIFY THE DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 2. ALL UTILITIES SHOWN IN THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE ACCURATE LOCATION OF EX. UTILITIES & VERIFY THE DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 3. ALL UTILITIES SHOWN IN THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE ACCURATE LOCATION OF EX. UTILITIES & VERIFY THE DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 4. ALL UTILITIES SHOWN IN THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE ACCURATE LOCATION OF EX. UTILITIES & VERIFY THE DEPTHS OF ALL UTILITIES PRIOR TO CONSTRUCTION.

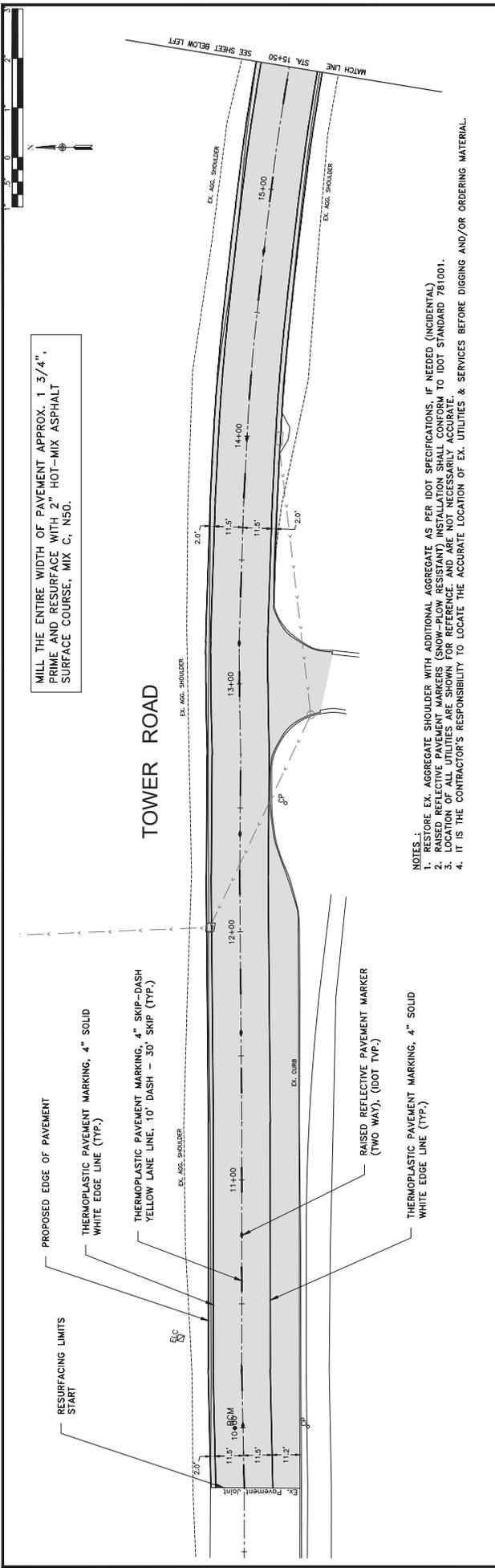
CONSULTANTS	DESIGNED -	OK
	DRAWN -	OK
VILLAGE OF WINNETKA 2022 STREET REHABILITATION PROGRAM	CHECKED -	
	DATE -	DEC 2021
SCALE: HORIZ. 1"=20' / VERT. 1"=5'		PROJECT NO.:
GAGE STREET - WATER MAIN		TOTAL SHEET NO. 12



MILL THE ENTIRE WIDTH OF PAVEMENT APPROX. 1 3/4",
PRIME AND RESURFACE WITH 2" HOT-MIX ASPHALT
SURFACE COURSE, MIX C, NSO.

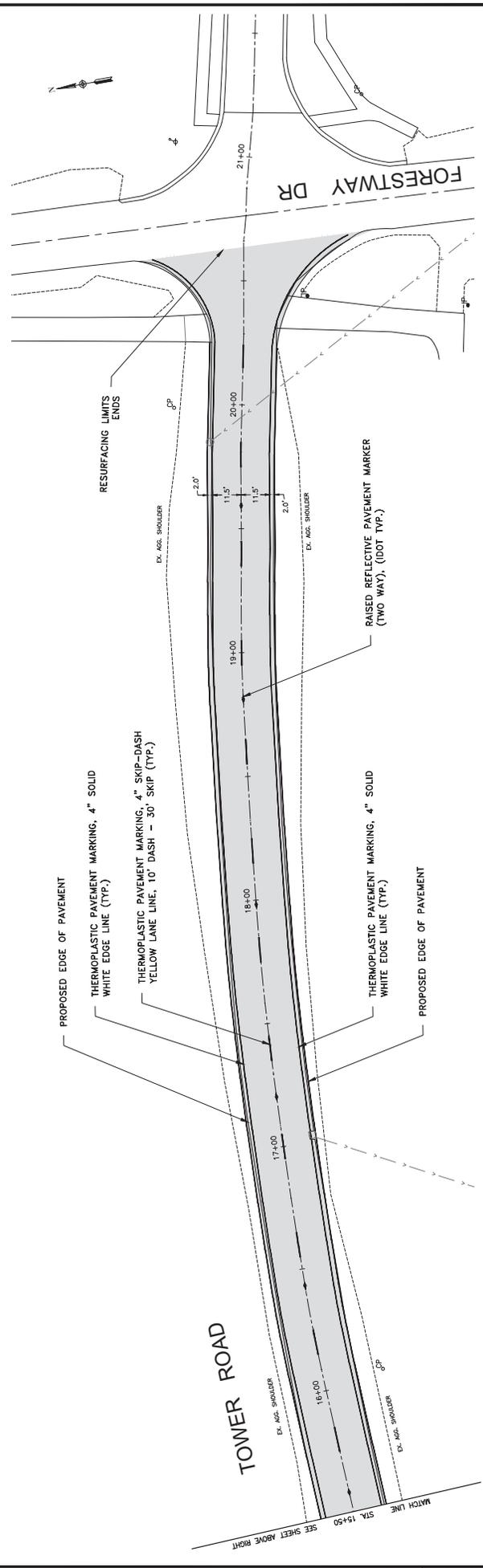
- NOTES:
1. LOCATION OF ALL UTILITIES AND B-BOXES ARE SHOWN FOR REFERENCE. AND ARE NOT NECESSARILY ACCURATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE ACCURATE LOCATION OF EX. UTILITIES & SERVICES BEFORE DIGGING AND/OR ORDERING MATERIAL.
 2. ANY SHUTDOWN/INTERRUPTION IN WATER SERVICE NEEDS TO BE COORDINATED WITH THE WATER & ELECTRIC DEPARTMENT. RESIDENTS MUST BE PROVIDED TWO (2) BUSINESS DAYS ADVANCE NOTICE OF ANY SHUTDOWN. NO SHUTDOWN SHALL OCCUR ON WEDNESDAY.
 3. ON THE DAY OF WATER SERVICE CONSTRUCTION INCLUDES THE PLACEMENT AND COMPACTION OF AN HMA PATCH TO CAP ALL UTILITY TRENCHES PRIOR TO THE PLACEMENT OF THE SURFACE COURSE (INCIDENTAL).

CONSULTANTS		DESIGNED - OK	TOTAL SHEETS
		DRAWN - OK	20
		CHECKED -	14
		DATE	Dec. 2021
VILLAGE OF WINNETKA		PROJECT NO.	
2022 STREET REHABILITATION PROGRAM		SCALE: HORIZ 1"=20' / VERT 1"=5'	
LOCUST STREET - WATER MAIN			



MILL THE ENTIRE WIDTH OF PAVEMENT APPROX. 1 3/4",
PRIME AND RESURFACE WITH 2" HOT-MIX ASPHALT
SURFACE COURSE, MIX C, NSO.

- NOTES:
1. RESTORE EX. AGGREGATE SHOULDER WITH ADDITIONAL AGGREGATE AS PER IDOT SPECIFICATIONS, IF NEEDED (INCIDENTAL)
 2. RAISED REFLECTIVE PAVEMENT MARKERS (SNOW-PLOW RESISTANT) INSTALLATION SHALL CONFORM TO IDOT STANDARD 781001.
 3. LOCATION OF ALL UTILITIES ARE SHOWN FOR REFERENCE, AND ARE NOT NECESSARILY ACCURATE.
 4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE ACCURATE LOCATION OF EX. UTILITIES & SERVICES BEFORE DIGGING AND/OR ORDERING MATERIAL.

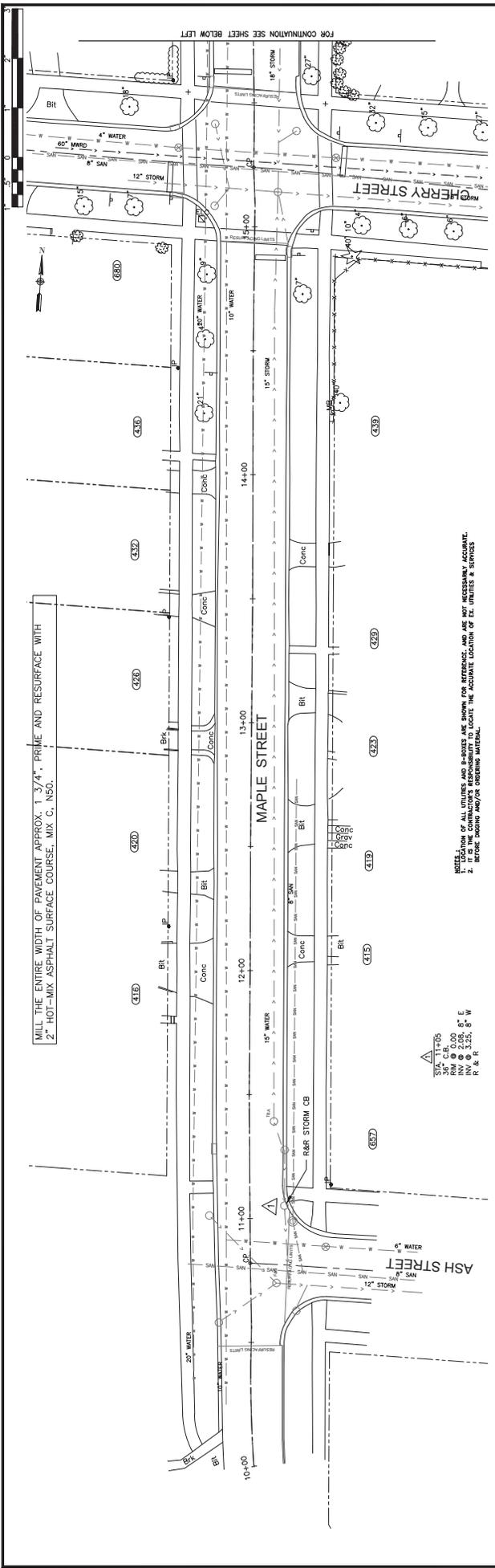


CONSULTANTS		DESIGNED - OK	SHEET NO.
REVISIONS	DATE	DRAWN - OK	20
REVISIONS	DATE	CHECKED -	17
REVISIONS	DATE	DATE	- DEC. 2021

VILLAGE OF WINNETKA
2022 STREET REHABILITATION

TOWER ROAD - RESURFACING

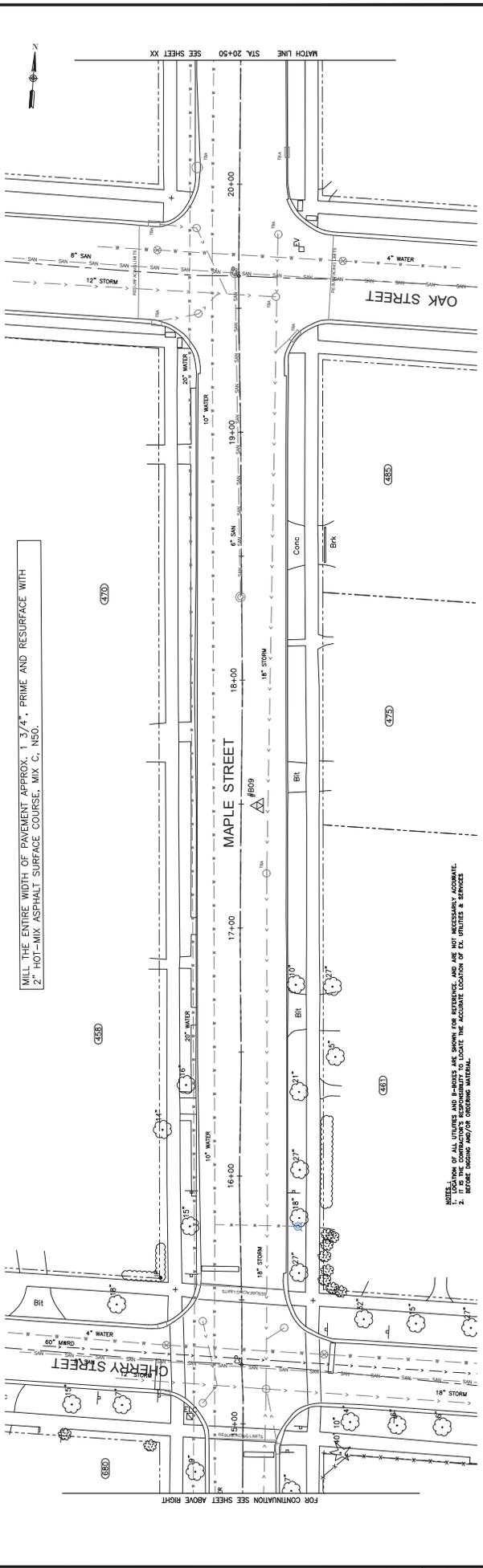
SCALE: 1" = 20'



MILL THE ENTIRE WIDTH OF PAVEMENT APPROX. 1 3/4" PRIME AND RESURFACE WITH 2" HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50.

3/4" 11'-05"
 6" 0'-00"
 12" 0'-00"
 18" 0'-00"
 24" 0'-00"
 30" 0'-00"
 R & R

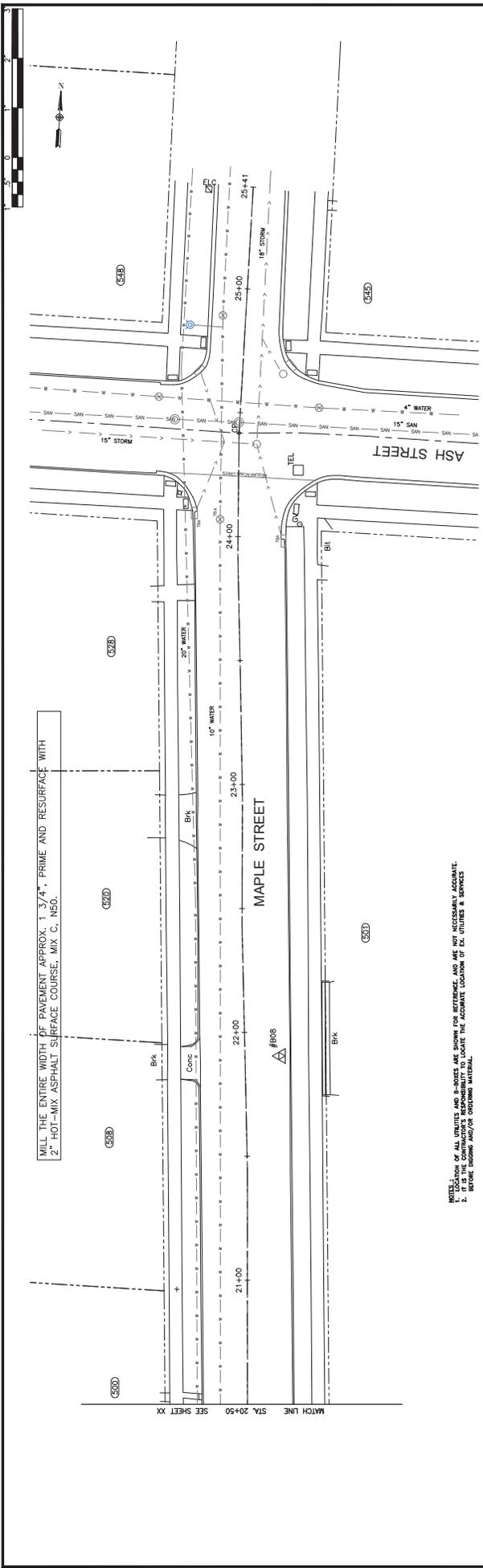
NOTES:
 1. LOCATION OF ALL UTILITIES AND #SIZES ARE SHOWN FOR REFERENCE AND ARE NOT NECESSARILY ACCURATE.
 2. BEFORE DESIGNING AND/OR ORDERING MATERIAL.
 3. BEFORE DESIGNING AND/OR ORDERING MATERIAL.



MILL THE ENTIRE WIDTH OF PAVEMENT APPROX. 1 3/4" PRIME AND RESURFACE WITH 2" HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50.

NOTES:
 1. LOCATION OF ALL UTILITIES AND #SIZES ARE SHOWN FOR REFERENCE AND ARE NOT NECESSARILY ACCURATE.
 2. BEFORE DESIGNING AND/OR ORDERING MATERIAL.
 3. BEFORE DESIGNING AND/OR ORDERING MATERIAL.

CONSULTANTS		REVISED -		VILLAGE OF WINNETKA		MAPLE STREET - RESURFACING		SHEET	
		REVISED -		2022 STREET REHABILITATION PROGRAM		SHEET 1 (10+00 TO 20+90)		NO.	
		REVISED -		SCALE: 1" = 20'		PROJECT NO.:		20	
		REVISED -						DATE	
								DESIGNED - OK	
								DRAWN - OK	
								CHECKED -	
								DATE	
								DEC. 2021	

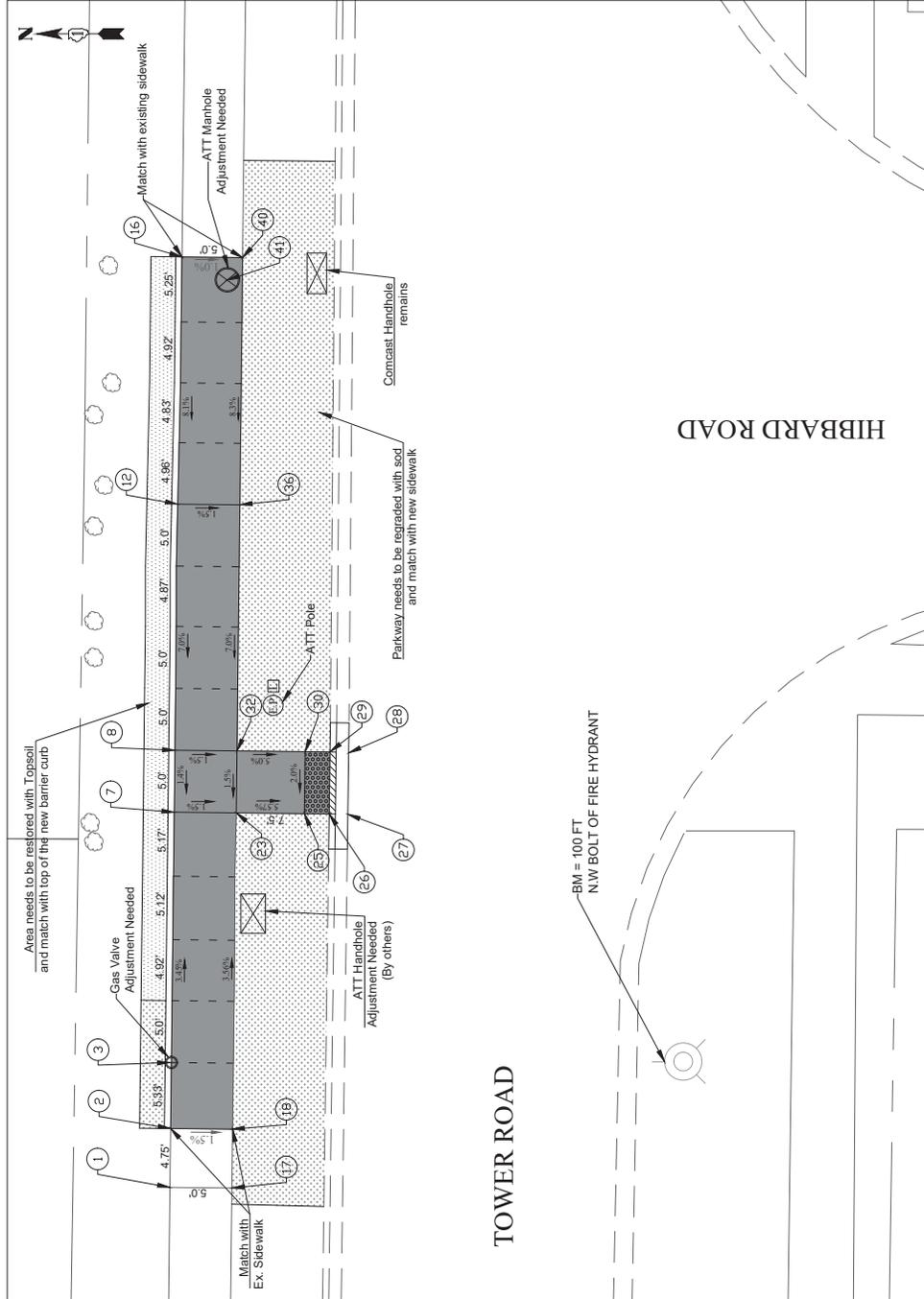


MILL THE ENTIRE WIDTH OF PAVEMENT APPROX. 1 3/4" PRIME AND RESURFACE WITH 2" HOT-MIX ASPHALT SURFACE COURSE, MIX C, NSO.

NOTATION OF ALL UTILITIES AND B-BORES ARE SHOWN FOR REFERENCE, AND ARE NOT NECESSARILY ACCURATE.
 1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE ACCURATE LOCATION OF ALL UTILITIES & SERVICES BEFORE WORKING ANY OR BEFORE ANYTHING.

CONSULTANTS		DESIGNED - OK	DATE
REVISIONS	DATE	DRAWN - OK	DATE
REVISIONS	DATE	CHECKED -	DATE
REVISIONS	DATE	PROJECT NO.	2019
VILLAGE OF WINNETKA 2022 STREET REHABILITATION PROGRAM		MAPLE STREET - RESURFACING SHEET 2 (20+50 TO 23+00)	
SCALE: 1" = 20'		SHEET NO. 20	

PROPOSED CONDITION



Node	Elev. (Ft)	Node	Elev. (Ft)
1	98.96	23	98.18
2	99.14	26	97.77
3	99.32	27	97.67
7	98.26	28	97.83
8	98.33	29	97.87
12	99.72	32	98.25
16	101.34	36	99.64
17	99.01	40	101.29
18	99.09	41	101.47

QUANTITIES

- EARTH EXCAVATION, SP 30 CY
- SIDEWALK R & R 365 SF
- DET. WARNINGS 10 SF
- PCC CURB R & R 15 FT
- PCC BARRIER CURB 75 FT
- TOP SOIL 10 CY
- SOD 70 SY
- MANHOLE ADJUST 1 EACH
- HMA 2" SURFACE PATCH 15 SY

LEGEND

	DEPRESSED CURB		SOD RESTORATION		STREETLIGHT
	PROPOSED SIDEWALK		DETECTABLE WARNINGS		ELECTRIC POLE
	PROPOSED BARRIER CURB		TOPSOIL RESTORATION		



DESIGNED - OK	20
DRAWN - OK	20
CHECKED -	20
DATE - DEC, 2021	

TOWER - HIBBARD SIDEWALK IMPROVEMENT PLAN

SCALE: AS NOTED

VILLAGE OF WINNETKA
2022 STREET REHABILITATION PROGRAM

CONSULTANTS

REVISED -
REVISED -
REVISED -
REVISED -

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

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

1. General

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

Unless otherwise allowed by the engineer, curb and gutter removal and replacement shall be done on one side of a street at a time to allow for on street parking. No curb shall be removed from the opposite side of the street until completion of curb replacement and full access to driveways is restored on the first side unless approved by the Director of Engineering.

Sidewalk removal and replacement shall be done on one side of a street at a time to allow for pedestrian mobility. No sidewalk shall be removed from the opposite side of the street until sidewalks on the first side are safely open to pedestrian traffic.

2. Materials Furnished by the Contractor

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

3. Cleaning Up

The Contractor shall remove from the Village's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operations or caused by their employees and shall remove all surplus materials leaving the site smooth, clean and true to line and grade at the end of each business day. No stockpiling of construction debris for more than 48-hours will be permitted unless approved by the Director of Engineering.

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

4. Construction Schedule Requirements

i. Gage and Merrill Street

The proposed work planned for Gage St and Merrill St are adjacent to school, work cannot commence until the completion of the regular school year. The Contractor should plan to do this work during the School Summer Break. Work is proposed to begin on Gage St and Merrill St no earlier than June 14th, 2022 and must be completed, in their entirety (including restoration), no later than August 20th, 2022.

The work on Gage St and Merrill St are in one of the Business districts of Winnetka, which has a 2-Day Sidewalk sale on July 17th and July 18th. Though this work on Gage St and Merrill St will still be under construction, the area must be restored to a safe traversable manner to allow pedestrians access during the sidewalk sale event.

Also, to minimize the interruption to the business district during water main connection and service transfer, Gage St and Merrill St may require night work operation for 1-2 days. This night work is considered INCIDENTAL to the contract and no additional compensation (i.e. overtime etc.) will be approved.

ii. Tower and Hibbard Sidewalk Improvement

The proposed sidewalk at the intersection of Tower Road and Hibbard Road is part of the school pedestrian/bike route. The Village plans to do this work during the School Summer Break. Therefore, the proposed sidewalk improvement work must be commence no earlier than June 14th, 2022 and must be completed, in their entirety (including restoration), no later than August 20th, 2022.

5. Completion Date Requirements

The substantial completion of all work shall be on **September 9th, 2022** which includes all final landscape restoration, final HMA surface and all other work except punch list items that are noted by an Village Engineer or designee.

The Final Completion for all the work including Punch List items shall be completed with the final acceptance of Village on or before **September 30th, 2022**, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract.

Failure to comply with the deadlines for the substantial completion and final completion shall result in the enforcement of liquidated damages in accordance with the Special

Provisions, "Liquidated Damages", section of the contract including all fees acquired for extended need for resident engineering services.



Agenda Item Executive Summary

Title: Resolution No. R-64-2022: Approving Intergovernmental Agreements for the Sale/Lease of Fire Rescue Boat (Adoption)

Presenter: John Ripka, Fire Chief

Agenda Date: 05/17/2022

Consent: YES NO

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

Item History:

The Winnetka Fire Department does not currently operate a rescue water craft for boating incidents and people in distress on Lake Michigan. When a water rescue incident occurs, the Fire Department calls on mutual aid partners and MABAS Division 3 to assist in the response. The US Coast Guard and watercrafts with divers from the Glencoe and Wilmette Fire Departments are due to the scene, with the MABAS Division 3 Underwater Rescue team completing the response.

Executive Summary:

The Fire Department has the opportunity to join the Wilmette and Evanston Fire Departments on a shared resource and joint response to fire and rescue incidents on Lake Michigan adjacent to our communities. A fire rescue boat belonging to the Village of Willow Springs is available and would fill the need for the multi-department joint response plan.

An Intergovernmental Agreement was developed between Willow Springs and the partner fire departments to allow the use of the boat for one year at no cost. At the conclusion of the use period, the group could opt to purchase the boat from Willow Springs for an agreed upon price (\$100,000) or return the boat. Chief officers from the Wilmette, Winnetka, and Evanston Fire Departments developed an Intergovernmental Agreement and deployment model for a joint water rescue and marine fire response. The primary goal of the partnership is to maximize resources, reduce response times and associated risks through a coordinated response.

The secondary goal of the project is to share the effective use and associated expense of a fire boat. The boat will be moored at the Wilmette Harbor in one of the US Coast Guards slips where it can quickly respond to incidents on Lake Michigan. The maintenance and fuel costs will be shared by all 3 communities.

Recommendation:

Approve Resolution No. R-64-2022: approving intergovernmental agreements with the Villages of Willow Springs, Winnetka, and Wilmette, and the City of Evanston for the use and maintenance of a fire boat.

Attachments:

1. Resolution No. R-64-2022: Approving Intergovernmental Agreements with the Villages of Willow Springs, Winnetka, and Wilmette, and the City of Evanston for the use and Maintenance of a Fire Boat

ATTACHMENT 1

RESOLUTION NO. R-64-2022

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS WITH THE VILLAGES OF WILLOW SPRINGS, WINNETKA, AND WILMETTE, AND THE CITY OF EVANSTON FOR THE USE AND MAINTENANCE OF A FIRE BOAT

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 of Willow Springs ("*Willow Springs*") is the owner of a 26 foot Firehawk 26 fire/dive/rescue patrol boat ("*Boat*"); and

WHEREAS, the Villages of Winnetka ("*Village*") and Wilmette ("*Wilmette*"), and the City of Evanston ("*Evanston*") (the Village, Wilmette, and Evanston are, collectively, "*Borrowers*"), desire to loan the Boat from Willow Springs pursuant to an intergovernmental agreement ("*Loan Agreement*") to provide public safety services along the lakefront; and

WHEREAS, the Borrowers desire to enter into a separate intergovernmental agreement between themselves to govern the use and maintenance of the Boat while it is on loan from Willow Springs ("*Use Agreement*") (the Loan Agreement and Use Agreement are, collectively, "*Intergovernmental Agreements*"); and

WHEREAS, the Village President and Village Council have determined that entering into the Intergovernmental Agreements will serve and be in the best interest of the Village;

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 INTERGOVERNMENTAL AGREEMENTS. The Village Council hereby approves: (i) the Loan Agreement by and among the Borrowers and Willow Springs in substantially the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney; and (ii) the Use Agreement by and among the Borrowers in substantially the same form attached to this Resolution as **Exhibit B** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENTS. The Village Council hereby authorizes and directs the Village Manager and the Village Clerk to execute and seal, on behalf of the Village, the final Intergovernmental Agreements.

May 17, 2022

R-64-2022

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 17th day of May, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
LOAN AGREEMENT

**INTERGOVERNMENTAL AGREEMENT FOR THE USE OF PERSONAL
EQUIPMENT BETWEEN
THE VILLAGE OF WILLOW SPRINGS, THE VILLAGE OF WILMETTE, THE
VILLAGE OF WINNETKA AND THE CITY OF EVANSTON**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2022, by and between The Village of Willow Springs, a municipal corporation of the State of Illinois, hereinafter called "Willow Springs", The Village of Wilmette, a home rule municipal corporation of the State of Illinois, hereinafter called "Wilmette", The Village of Winnetka, a municipal corporation of the State of Illinois, hereinafter called "Winnetka," and The City of Evanston, a home rule municipal corporation of the State of Illinois, hereinafter called "Evanston", individually referred to as "Party", and collectively referred to as "Parties". Wilmette, Evanston, and Winnetka are collectively referred to as the "Borrowing Parties."

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as Willow Springs, Wilmette, Winnetka and Evanston, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government to be exercised, combined, transferred or enjoyed jointly with any other unit of local government; and

WHEREAS, Willow Springs is the owner of a 26' Firehawk 26 fire/dive/rescue patrol boat vessel, used by the Willow Springs Police Department (the "Vessel"), and more fully described in the Vessel Appraisal, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Borrowing Parties desire to enter into the Agreement to borrow the Vessel from Willow Springs and to share use of the Vessel for police, fire, and emergency related matters for accidents occurring in their jurisdiction during a one-year period, and thereafter, to determine whether to exercise an option to purchase the Vessel; and

WHEREAS, the Parties do not intend to create any enforceable obligation of the Borrowing Parties to purchase the Vessel under this Agreement, which is not a purchase agreement; and

WHEREAS, the Parties by virtue of their powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* are authorized to enter into this Agreement; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants and provisions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation. The preambles set forth above are incorporated and are part of this Agreement.
2. Cooperation. The Parties hereby designate their respective representatives to coordinate with one another on an as needed basis, with regard to the use of the Vessel required for the effective and efficient operation of government services.
3. Term. This Agreement shall be in full force and effect from the Effective Date, which shall be the last date on which Willow Springs, Wilmette, Winnetka or Evanston executes this Agreement. Unless otherwise provided in this Agreement, the obligations and terms of this Agreement shall continue in effect for a term of one (1) year from the Effective Date (the "Initial Term") and may be renewed for any additional period upon agreement of the Parties in writing (each a "Renewal Term") (the Initial Term and any Renewal Term, collectively, the "Complete Borrowing Term"); provided however, any Party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other Parties. In such a case, this Agreement shall remain in full force and effect as to and between the remaining Parties. Notwithstanding the Initial Term of this Agreement, the Borrowing Parties may exercise the Purchase Option defined in Section 5 of this Agreement at any time within eighteen (18) months from the Effective Date, or at any time during a Renewal Term.
4. Use of Vessel.
 - a. Inspection of the Vessel: At any time during the Initial Term, but prior to taking possession of the Vessel, the Borrowing Parties will have the right to conduct two holistic inspections of the Vessel: (i) an inspection of the Vessel while the Vessel is in storage in Willow Springs ("Dry Inspection"); and (ii) an inspection of the Vessel when the Vessel is first placed into a body of water by one of the Borrowing Parties ("Wet Inspection"). If within a reasonable time after the Dry Inspection or the Wet Inspection, any Borrowing Party determines that, for any reason, the Vessel is not fit for use as a fire, dive, rescue, or patrol boat, the Borrowing Parties will have the right but not the obligation to return the Vessel to Willow Springs without incurring any obligations or liabilities related to the Vessel. Willow Springs warrants that the Vessel is usable as a fire, dive, rescue, or patrol boat.
 - b. Storage of the Vessel: Immediately following the Dry Inspection, Willow Springs will transport the Vessel to a storage or docking facility chosen by the Borrowing Parties ("Borrowing Facility") for use of the Vessel by the Borrowing Parties throughout the remainder of the Initial Term. The Borrowing Parties will have the right to store the Vessel at the Borrowing Facility throughout the Initial Term and during any Renewal Term. The Borrowing Parties will provide Willow Springs access to the Borrowing Facility within a reasonable time of any request by Willow Springs to inspect the Vessel, which access may not be unreasonably withheld.
 - c. Use of the Vessel: Any Borrowing Party may use the Vessel during any portion of the Initial Term or any Renewal Term (each portion of the Initial Term or Renewal

Term, a “Borrowing Party Use Period”). The Borrowing Parties will collectively determine each Borrowing Party’s actual Borrowing Party Use Period if two or more Borrowing Parties submit requests for conflicting periods. Each Borrowing Party shall return the Vessel to the Borrowing Facility in reasonably the same condition as when it was borrowed. Willow Spring will not: (i) use the Vessel during any Borrowing Party Use Period; or (ii) relocate the Vessel after it delivers the Vessel to the Borrowing Facility but before the conclusion of the Complete Borrowing Term. Willow Springs may impose reasonable conditions on the use of the Vessel, which conditions cannot substantially limit any Borrowing Party Use Period. In the event the Vessel is damaged during the course of intergovernmental use, the Parties shall determine any compensation due to repair or replace the Vessel.

5. Purchase Price; Purchase Option. The Borrowing Parties may jointly agree but are in no way obligated to exercise an option to purchase the Vessel from Willow Springs (the “Purchase Option”). If the Borrowing Parties elect to exercise the Purchase Option, the purchase price of the Vessel will be One Hundred Thousand and NO/100 U.S. Dollars (\$100,000.00) (the “Purchase Price”). To exercise the Purchase Option, the Borrowing Parties must jointly: (i) provide written notice of their intent to exercise the Purchase Option to Willow Springs within eighteen (18) months from the Effective Date or during any Renewal Term; and (ii) pay the Purchase Price in two (2) equal installments, six months apart from one another, that are non-refundable, wherein the first installment payment shall be Fifty Thousand and NO/100 U.S. Dollars (\$50,000.00) and the second installment payment shall be Fifty Thousand and NO/100 U.S. Dollars (\$50,000.00). The conveyance of the Vessel shall be final and irrevocable upon completion, and the rights of the respective Parties shall continue in perpetuity or as otherwise provided in the Bill of Sale.
6. Indemnification. The Parties shall defend, indemnify, and hold each other Party, and the other Parties’ officials, officers, employees, agents, and representatives, harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or resulting from the negligent, careless, or wrongful acts, omissions, failures to act, or misconduct of the Parties, and their officers, employees, and agents, in connection with their performance under this Agreement. The Parties’ indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct, or breach by any other Party, its officials, officers, employees, agents, or representatives. References to “losses, expenses, costs of suit or defense” do not include attorney’s fees.
7. Non-Binding. Nothing contained in this Agreement, nor any act of any of the respective Parties pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of those Parties. Further, nothing in this Agreement should be interpreted to give any Party control over the other’s employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Wilmette, IL 60091
847-251-1101
deputyfirechief@wilmette.com

To the Village of Winnetka:

The Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attn: Village Manager
Email: Rbahan@winnetka.org

With a copy to:

The Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attn: Fire Chief
Email: jripka@winnetka.org

To the City of Evanston:

The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Paul Polep
Email: ppolep@cityofevanston.org

With a copy to:

The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Kendra Meyer
Email: kendrameyer@cityofevanston.org

14. Severability. If any provision, clause or term of this Agreement is determined to be invalid or unenforceable, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, the legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
15. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the Parties hereto.
16. Waiver. No waiver by either Party of any breach of any term or condition hereon shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition herein. No term or condition of this Agreement shall be deemed waived by either Party unless waived in writing.

17. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the agreement of the Parties regarding the subject matters of this Agreement.
18. Default and Breach. In the event of any breach of or default under this Agreement, the Parties shall give prompt written notice of such alleged breach or default and the Party receive such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided however, that said thirty (30) day period shall be reasonably extended if the defaulting Party has initiated the cure of said breach of default and is diligently proceeding therewith.
19. No Third-Party Beneficiaries. This Agreement and the covenants contained herein are made solely for the benefits of the Parties, and their respective successors, assigns, affiliates and representatives and no other person shall be entitled to any rights hereunder.
20. Authorization. The Village of Willow Springs, the Village of Wilmette, the Village of Winnetka and the City of Evanston each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates indicated.

THE VILLAGE OF WILLOW SPRINGS

By: _____
Village President

Attest: _____

Date: _____

Date: _____

THE VILLAGE OF WILMETTE

By: _____
Village President

Attest: _____

Date: _____

Date: _____

THE VILLAGE OF WINNETKA

By: _____
Village President

Attest: _____

Date: _____

Date: _____

THE CITY OF EVANSTON

By: _____
City Mayor

Attest: _____

Date: _____

Date: _____

IGA_Village of Willow Springs_Draft_11.17.21

EXHIBIT B
USE AGREEMENT

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND MAINTENANCE OF A WATER VESSEL BY AND AMONG THE VILLAGE OF WILMETTE, THE VILLAGE OF WINNETKA, AND THE CITY OF EVANSTON

This Intergovernmental Agreement (hereinafter referred to as the “Agreement”) is entered into this _____ day of _____, 2022, by and between the Village of Wilmette, an Illinois home rule municipal corporation (“Wilmette”), the Village of Winnetka, an Illinois home rule municipal corporation (“Winnetka”), and the City of Evanston, an Illinois home rule municipal corporation (“Evanston”) (Wilmette, Winnetka, and Evanston are each a “Party”, and collectively “Parties”).

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as Wilmette, Winnetka and Evanston, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government to be exercised, combined, transferred or enjoyed jointly with any other unit of local government; and

WHEREAS, the Village of Willow Springs (“Willow Springs”) is the owner of a 26’ Firehawk 26 fire/dive/rescue patrol boat vessel (the “Vessel”); and

WHEREAS, the Parties and Willow Springs entered into that certain Intergovernmental Agreement for the Use of Personal Equipment dated _____, 2022 (“Willow Springs Agreement”), pursuant to which the Parties agreed to jointly borrow the Vessel from Willow Springs so that the Parties share the Vessel for police, fire, and emergency related matters in their jurisdictions; and

WHEREAS, the Parties have received authorization from the United States Coast Guard to moor the Vessel at the United States Coast Guard’s Station at Small Wilmette Harbor (“Harbor”) (attached as Exhibit A); and

WHEREAS, the Parties desire to enter into the Agreement to govern the use, operation, and maintenance of the Vessel while the Vessel is on loan from Willow Springs; and

WHEREAS, the Parties by virtue of their powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* are authorized to enter into this Agreement; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants and provisions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation. The preambles set forth above are incorporated and are part of this Agreement.
2. Use of Vessel. The Parties shall use the Vessel only for: (i) training; (ii) responding to emergencies; (iii) maintenance of the Vessel; and (iv) other uses agreed to by the Parties. In addition to the terms of this Agreement, the Parties shall use the Vessel in strict accordance with standard operating procedures agreed to by the Parties, which standard operating procedures shall be agreed to prior to any use of the Vessel.
3. Term. This Agreement shall be in full force and effect from the Effective Date, which shall be the last date on which Wilmette, Winnetka or Evanston executes this Agreement. Unless otherwise provided in this Agreement, the obligations and terms of this Agreement shall continue in effect for a term of one (1) year from the Effective Date (the "Initial Term") and may be renewed for any additional period upon agreement of all of the Parties that are parties to this Agreement at the time of its renewal (each a "Renewal Term") (the Initial Term and any Renewal Term, collectively, the "Complete Borrowing Term"); provided however, this Agreement shall terminate upon any of the following events: (a) the termination of the Willow Springs Agreement; (b) the receipt of at least 30 calendar days' advance written notice of intent to withdraw from this Agreement to the other Parties, and in such case, this Agreement shall remain in full force and effect as to and between the remaining Parties; (c) revocation of the United States Coast Guard's authorization to use the Harbor.
4. Use of Vessel.
 - a. Training of Personnel: Each Party shall: (i) train sufficient personnel to use the Vessel to respond and operate the boat during an emergency; and (ii) have properly trained and licensed personnel on the Vessel at all times when the Vessel is in operation. Each Party shall bear their own costs for such training.
 - b. Operation in Accordance with Law: Each Party shall operate the Vessel at all times in accordance with all applicable federal, State, and local laws, statutes, regulations, and ordinances.
 - c. Operation in Accordance with Agreement: Each Party shall operate the Vessel at all times in accordance with the terms of the Willow Springs Agreement.
 - d. Notice of Use: The Party operating the Vessel shall inform the remaining Parties of such operation as soon as reasonably possible prior to the operation of the Vessel.
5. Maintenance and Fuel.
 - a. Mooring of Vessel: When not in operation, the Vessel shall be moored at the Harbor. Each Party shall be responsible for properly and safely mooring the Vessel after each use, cleaning the Vessel and properly storing all equipment on the Vessel

so that it is secure, safe, and ready for another Party to use the Vessel in an emergency.

- b. Maintenance of Vessel: Wilmette shall be responsible for coordinating all necessary maintenance and repairs of the Vessel. No maintenance or repairs shall be made to the Vessel that cost more than \$1,500.00 without the prior written approval of all of the Parties. Wilmette shall winterize, store, and secure the Vessel between the dates of October 31, 2022 and March 31, 2023 unless otherwise agreed to by the Parties (“Winter Period”), and return the Vessel to the water and prepare the Vessel for use after the Winter Period.
 - c. Fuel: Wilmette shall be responsible for keeping the Vessel sufficiently fueled so that the Vessel is ready to be used in an emergency.
 - d. Costs: Except as set forth in Section 5.e of this Agreement, the Parties shall equally share all costs for maintaining, repairing, winterizing, storing, and fueling the Vessel. At the end of each month during the term, Wilmette shall send an itemized invoice to Winnetka and Evanston for their share of such costs, and Winnetka and Evanston shall pay their share of such costs within 60 days of receipt of each invoice.
 - e. Damage Caused by Negligence: In the event that a Party damages the Vessel through misuse or negligence and the costs for repairs of such damage are not covered by insurance, the Party that damaged the Vessel shall be solely responsible for paying for all repair costs.
6. Grants. If any grant funding is available to fund the maintenance of the Vessel or train personnel to operate the Vessel, all grant funding shall be shared equally amongst all the Parties provided that the sharing of funds does not violate the terms of the grant.
7. Insurance. Wilmette shall procure and maintain as long as this Agreement is in effect a boat insurance policy in a form and from an insurance provider agreed to by the Parties, provided that the insurance policy shall cover the operation of the Vessel by all of the Parties and, at a minimum, cover the replacement cost of the Vessel and have repair cost, uninsured watercraft, and boat equipment endorsements. The costs to procure and maintain such insurance shall be divided evenly between the Parties.
8. Indemnification. The Parties shall defend, indemnify, and hold the other Parties, and the other Parties’ officials, officers, employees, agents, and representatives, harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or resulting from the negligent, careless, or wrongful acts, omissions, failures to act, or misconduct of the Parties, and their officers, employees, and agents, in connection with their performance under this Agreement. The Parties’ indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct, or breach by any

other Party, its officials, officers, employees, agents, or representatives. References to “losses, expenses, costs of suit or defense” do not include attorney’s fees.

9. Non-Binding. Nothing contained in this Agreement, nor any act of any of the respective Parties pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of those Parties.
10. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed to be an original and all of which shall constitute one and the same instrument.
11. Amendments. This Agreement may only be modified by written modification executed by duly authorized representatives of the Parties hereto.
12. Assignment. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law) and the terms and conditions of this Agreements shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the Parties hereto.
13. Governing Law and Venue. The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Any court proceedings between the Parties related to this Agreement or the subject matters herein shall be brought in Cook County, Illinois.
14. Notice. All written reports, notices and other communications related to this Agreement shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the Village of Wilmette: Deputy Fire Chief
1304 Lake Ave
Wilmette, IL 60091
847-251-1101
deputyfirechief@wilmette.com

To the Village of Winnetka: The Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093
Attn: Village Manager
Email: Rbahan@winnetka.org

With a copy to: The Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

Attn: Fire Chief
Email: jripka@winnetka.org

To the City of Evanston:

The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Paul Polep
Email: ppolep@cityofevanston.org

With a copy to:

The City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: Kendra Meyer
Email: kendrameyer@cityofevanston.org

15. Severability. If any provision, clause or term of this Agreement is determined to be invalid or unenforceable, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the Parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, the legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
16. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the Parties hereto.
17. Waiver. No waiver by either Party of any breach of any term or condition hereon shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition herein. No term or condition of this Agreement shall be deemed waived by either Party unless waived in writing.
18. Entire Agreement. Except for the Willow Springs Agreement, which the Parties acknowledge remains in full force and effect, this Agreement supersedes all other prior agreements, negotiations and representations and is a full integration of the agreement of the Parties regarding the subject matters of this Agreement.
19. Default and Breach. In the event of any breach of or default under this Agreement, the Parties shall give prompt written notice of such alleged breach or default and the Party receive such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided however, that said thirty (30) day period shall be reasonably extended if the defaulting Party has initiated the cure of said breach of default and is diligently proceeding therewith.

20. No Third-Party Beneficiaries. This Agreement and the covenants contained herein are made solely for the benefits of the Parties, and their respective successors, assigns, affiliates and representatives and no other person shall be entitled to any rights hereunder.
21. Authorization. The Village of Wilmette, the Village of Winnetka and the City of Evanston each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates indicated.

THE VILLAGE OF WILMETTE

By: _____
Village President

Attest: _____

Date: _____

Date: _____

THE VILLAGE OF WINNETKA

By: _____
Village President

Attest: _____

Date: _____

Date: _____

THE CITY OF EVANSTON

By: _____
City Mayor

Attest: _____

Date: _____

Date: _____

EXHIBIT A

United States Coast Guard Authorization

Exhibit A

U.S. Department of
Homeland Security

United States
Coast Guard



Officer in Charge
United States Coast Guard
Station Kenosha

5036 Fourth Ave
Kenosha, WI 53140
Phone: 262-657-4620

1200
05 Apr 2022

MEMORANDUM

From: E.P. Wieczorek, BMC
CG STA Kenosha

To: B. Lambel
Wilmette Fire Department

Subj: AUTHORIZATION TO MOORE AND ACCESS BOAT

Ref: (a) NONE

1. Wilmette fire department is permitted to moor 01 boat at CG Station Small Wilmette Harbor during summer months to facilitate response to fires both ashore and afloat. Operation and maintenance of the fire boat will be granted to the following agencies:

- a. Evanston Fire Department
- b. Wilmette Fire Department
- c. Winnetka Fire Department

2. This vessel will not be subject to 14 U.S.C 102. USCG Station Kenosha has no duty of security of the vessel or property thereon. USCG Station Kenosha when available may assist and make reports to Wilmette Fire Department when discrepancies or issues with the fire boat arise.

#



Agenda Item Executive Summary

Title: Resolution No. R-65-2022: Waiving Competitive Bidding and Approving Purchase of Line Truck from Altec Industries (Adoption)

Presenter: Brian Keys, Director of Water & Electric

Agenda Date: 05/17/20

Consent: YES NO

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

Item History:

The Electric Fund Five Year Capital Improvement Plan contains the planned purchase of a new line truck in fiscal year 2023 in the amount of \$230K. The new vehicle would replace a line truck manufactured in 2000.

Executive Summary:

The Electric Fund Capital Improvement Plan proposes the purchase of a new line truck in fiscal year 2023. Staff received notification from a large manufacturer of line trucks that manufacturing lead times for a new truck is trending beyond 30 months. Similar to many utility products, the pandemic has created a disruption in the supply chain for line trucks. As a result, staff is seeking approval to award a contract for the purchase of a new line truck with an estimated delivery date of the first quarter of 2025.

As an alternative to issuance of a bid and seeking more competitive pricing than potentially available by bidding a single line truck, staff requested contract pricing through a Sourcewell (formally National Joint Power Alliance) contract. Sourcewell is a national public agency committed to cooperative solutions for governmental and educational entities. Through Sourcewell, members have access to contracted products, equipment, and service opportunities. The Village of Winnetka joined in 2010. New Trier High School, District 36, Winnetka-Northfield Library, and the Village of Glenview are also members. Earlier this year, the Village Council approved contracts with West Side Tractor Sales for the purchase of a John Deere backhoe loader and a pay loader based on Sourcewell Contracts.

Sourcewell Contract #012418-ALT contains pricing for aerial line trucks from Altec Industries. In accordance with the contract pricing, Altec Industries has quoted the new truck which includes the requirements specified by the Water & Electric Department in an amount not to exceed \$276,800, subject to future price adjustment for the chassis.

Altec has provided a firm price for the manufacturing and assembly of the line truck with the exception of the chassis. The quote contains the current price for the specified Freightliner chassis. Altec cannot provide a firm quote on the chassis as there may be additional cost increase from the OEM when the chassis is delivered to the factory in 2024.

Executive Summary (continued):

With the assistance of the Village Attorney, an agreement has been developed to address this potential. Any increase in the chassis cost will be directly added to the final cost of the line truck, with no additional markup added by Altec. All other costs for the manufacture of the line truck with a estimated 2025 delivery date will remain fixed. The agreement also contains two separate dates, December 31, 2022 and December 31, 2023, where the Village can cancel the contract without penalty.

The quote for the new line truck is contained in Exhibit A of the Resolution. Altec is one of the largest manufacturers of line trucks. The Water & Electric Department fleet contains an aerial line truck and derrick truck manufactured by Altec. The vendor has been competitive in pricing and provides good equipment support. In the immediate area, both Naperville and ComEd utilize Altec line trucks.

Staff recommends accepting Altec’s quotation using Sourcewell Contract #012418-ALT. The Electric Fund Five Year Capital Improvement Plan will be revised to reflect the truck's purchase cost for fiscal year 2025. Payment terms for the line truck are net 30 upon delivery, commissioning and acceptance of the new truck.

Recommendation:

Consider adoption of Resolution No. R-65-2022, waiving competitive bidding and approving purchase of line truck from Altec Industries, in an amount not to exceed \$276,800 subject to price adjustment for the chassis in accordance with the contract terms.

Attachments:

1. Resolution No. R-65-2022: Waiving Competitive Bidding and Approving Purchase of Line Truck from Altec Industries (Adoption)

ATTACHMENT 1

RESOLUTION NO. R-65-2022

A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF A LINE TRUCK FROM ALTEC INDUSTRIES, INC.

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

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

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

WHEREAS, the Village Water & Electric Department ("**Department**") has identified the need to purchase a custom-manufactured electric utility line truck ("**Truck**"); and

WHEREAS, Sourcewell sought bids for the award of a contract for the purchase of the Truck; and

WHEREAS, Sourcewell secured pricing from Altec Industries, Inc. ("**Altec**") for the Truck; and

WHEREAS, due to supply chain and labor shortages related to the COVID-19 pandemic, Altec requires the Village to enter into an agreement for the purchase and manufacture of the Truck immediately to assure delivery of the Truck in 2025; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to: (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) purchase the Truck from Altec;

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 Line Truck.

May 17, 2022

R-65-2022

SECTION 3. APPROVAL OF PURCHASE. The Village Council hereby approves the purchase of the Truck from Altec in accordance with a contract substantially in the same form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney (***“Contract”***).

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 Altec; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Altec 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. 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 17th day of May, 2022, pursuant to the following roll call vote:

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

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT

**AGREEMENT FOR PURCHASE AND MANUFACTURE
OF ELECTRIC UTILITY TRUCK**

TRUCK PURCHASE AND MANUFACTURE AGREEMENT (“**Agreement**”), dated as of April __, 2022 (the “**Effective Date**”) is made by and between the **VILLAGE OF WINNETKA**, an Illinois home rule municipality (the “**Village**”), and **ALTEC INDUSTRIES, INC.**, an Alabama corporation (the “**Vendor**”) (collectively, the “**Parties**”).

RECITALS:

WHEREAS, the Village seeks to purchase a custom-manufactured electric utility line truck (“**Truck**”) consisting of the component parts and matching the specifications set forth in the quote attached to and incorporated into this Agreement as **Exhibit A** (“**Quote**”); and

WHEREAS, the Vendor desires to source the component parts of, manufacture, sell, and deliver the Truck to the Village in accordance with this Agreement; and

WHEREAS, due to supply chain and labor shortages related to the COVID-19 pandemic, Vendor requires Village to enter into this Agreement for the purchase and manufacture of the Truck immediately in order to assure delivery of the Truck in 2025; and

NOW THEREFORE, in consideration of, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Manufacture and Delivery of Truck.**

A. **Services.** The Vendor agrees to source the component parts of, manufacture, and deliver the Truck to the **Delivery Address** set forth in Exhibit A on time and in new, complete, undamaged, and first-quality condition, and built in compliance with the requirements of this Agreement (collectively, the “**Services**”). The Vendor must:

- (1) **Specifications.** Perform the Services in compliance with all specifications, components, prices and costs, deadlines, requirements, terms and other details set forth in the Quote and any Village Addenda documents attached to and incorporated into this Agreement as **Exhibit B** (“**Village Addenda**”) (collectively, the “**Specifications**”).
- (2) **Components, Labor, Equipment, Materials and Supplies.** Provide, perform, and complete in the manner specified and described in this Agreement all necessary purchase and delivery orders, work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide the deliver the Truck to the Village in accordance with the Specifications, including all components parts of the Truck listed in the Quote (collectively, “**Components**”) whether produced by Vendor or third-party manufacturer.

- (2) Bonds and Insurance. Procure and furnish all bonds, insurance certificates, and policies of insurance specified in this Agreement.
- (3) Miscellaneous. Perform all other things required of the Vendor by this Agreement.

B. Performance Standards. The Truck must comply with the Specifications. If the Specifications identify a specific Component by brand, name, or model, then that Specification is intended to reflect the required performance standards that the Village requires for that Component. The Vendor may propose to deliver a Component that is a different brand or model if the Vendor provides the Village with written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the product or component specified. Vendor must obtain the Village's written consent to an alternative component prior to incorporating the alternative component into the Truck, which consent the Village may withhold in its sole discretion.

C. Responsibility for Damage or Loss. The Vendor is responsible and liable for, and will promptly and without charge to the Village, repair or replace damage done to and any loss or injury suffered by the Village as a result of a failure to perform hereunder.

D. Delivery. The Vendor price and method of delivery are F.O.B. Customer Site, on or before **June 1, 2025** ("**Delivery Date**"), at the Delivery Address ("**Delivery**"), provided that Village produces all additions or changes to the Truck by all reasonable deadlines established by the Vendor. Time is of the essence on all matters related to this Agreement. If Delivery is not completed by the Delivery Date, the Village may terminate this Agreement or purchase the Truck elsewhere and hold Vendor accountable. If the Delivery Date cannot be met, Vendor agrees to advise the Vendor in writing of the earliest possible date of Delivery. The Vendor bears all risk of loss, injury, or destruction of the Truck until Acceptance by the Village, as defined in this Agreement. No loss, injury, or destruction of the Truck will release Vendor from any obligations hereunder.

E. Inspection; Testing; Acceptance; Rejection. The Village may inspect the Truck and any stage of production and after completion, before and after Delivery. If after inspecting the Truck following Delivery, the Village determines that all of the Specifications are met, the Village will provide Vendor with a written confirmation of its acceptance of the Truck ("**Acceptance**"). If after inspecting the Truck following Delivery the Village determines, in its sole judgment, that any part of the Truck is defective, damaged, or otherwise fails to conform to the Specifications and requirements of this Agreement, then the Village, without limiting its other rights or remedies, may (1) reject the defective or damage or nonconforming product, Component, or the entire Truck, (2) require the Vendor to cause the defective or damaged or noncompliant product or Component to be repaired or replaced at no expense to the Village, or (3) cancel this Agreement.

2. **Agreement Price.**

A. **Price.** The Vendor will deliver the Truck to the Village in accordance with the price for the Truck to be determined as follows (the “**Agreement Price**”):

- (1) The price for all labor and Components incorporated into Truck other than the chassis (collectively, the “**Vendor Components**”) shall be the lesser of: (i) the pricing set forth for the Vendor Components in the contract between Vendor and Sourcewell, a Minnesota local government entity and public agency (“**Sourcewell**”), in place at the time the Truck is delivered to the Village; or (ii) the prices for the Vendor Components set forth in Sourcewell contract between Vendor and Sourcewell dated March 12, 2018
- (2) The price for the chassis incorporated into the final Truck shall be the direct cost that the Vendor paid to the manufacturer of the chassis (“**Third-Party Price**”). This price is subject to escalation.
- (3) The Agreement Price is firm and is not subject to additional escalation or change except as expressly set forth in this Section 2 without the prior written consent of the Village.
- (2) The Village is not subject to State or local sales, use, and excise taxes. No taxes are included in the Agreement Price and the Vendor waives and releases all claims or rights to claim any additional compensation by reason of the payment of any tax.
- (3) All other applicable federal, State, and local taxes of every kind and nature applicable to the Truck are included in the Agreement Price.

B. **Time of Payment.** The Village must pay the Agreement Price to the Vendor within 30 days after Acceptance (“**Time of Payment**”).

C. **Late Payment.** The Village must pay Vendor interest in the amount of one-half percent per month for any portion of the Agreement Price paid after the Time of Payment.

3. **Agreement Time.**

The Vendor will complete the Services and affect Delivery of the Truck to the Village by the Delivery Date.

4. **Termination for Convenience.**

The Village may terminate this Agreement for any reason or no reason at all, by providing written notice to the Vendor, and paying a portion of the Agreement Price and Vendor’s costs, if any, pursuant the following schedule:

A. If the Village terminates the Agreement on or before December 31, 2022, the Village will not be required to pay the Agreement Price and will be fully relieved of all liability for any payments related to this Agreement.

B. If the Village terminates the Agreement on or before December 31, 2023, the Village will not be required to pay the Agreement Price and will be fully relieved of all liability for any payments related to this Agreement.

C. If the Village terminates the Agreement on or before May 1, 2024, the Village will be required to pay 10 percent of the Agreement Price plus any unrecoverable costs incurred by the Vendor pursuant to this Agreement between the Effective Date and the termination date.

D. If the Village terminates the Agreement within six months to the Delivery Date, the Village will be required to pay the lesser of the any costs incurred by the Vendor or full Agreement Price unless the termination was caused by Vendor's breach of this Agreement or Contractor's indication that it will breach this Agreement.

E. If the Vendor does not affect Delivery of the Truck by the Delivery Date and the Village terminates the Agreement after December 31, 2025, the Village will not be required by pay the Agreement Price and will be fully relieved of all liability for any other payments related to this Agreement.

5. Indemnification; Penalties.

A. Indemnification. The Vendor agrees to and will indemnify and defend the Village against all damages, liability, claims, actions, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with the Vendor's performance of or failure to perform under this Agreement. The Vendor also agrees to and will indemnify and defend the Village against all claims and actions for wrongful use of patented processes, devices, components, or other elements or any other intellectual property.

B. Penalties. The Vendor will be liable for all fines and 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 the Vendor's performance of or failure to perform under the this Agreement.

5. Insurance.

The Vendor must acquire and maintain, until delivery and Village acceptance of the Truck, all of the insurance coverage and terms stated in the Quote or the Village Addenda. The Vendor must file certificates of insurance with the Village reflecting all of the required insurance coverage and naming and endorsing the Village as an additional insured.

6. Performance Bond.

Within five days after the Effective Date, the Vendor will provide the Village a performance bond in a form satisfactory to the Village and in the amount of the Agreement Price, issued by a surety company listed as one of the U.S. Treasury Department's list of approved sureties, as published in Circular 570, as of the Effective Date. Notwithstanding any other provision of this Agreement, the performance bond will not limit or affect in any way (1) any Vendor obligation or warranty as set out in the Quote, Village Addenda, or elsewhere, (2) any third party warranty, or (3) any Village right or remedy under this Agreement.

7. Vendor's Representations and Warranties.

A. Truck Warranty. The Vendor warrants that the Truck and all of its components:

- (1) Will be free from any latent or patent defects and flaws in workmanship, materials, design, and function (collectively a “**Defect**”) for at least one year after Acceptance by the Village except for the following Components, which shall be subject to the following warranty periods:
 - i. Parts: One year following Acceptance;
 - ii, Labor: One year following Acceptance.
 - iii. Travel Charges: 90 days following Acceptance.
 - iv. Structural integrity of the booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables: as long as the Village owns the Truck.
 - v. Vendor’s standard limited warranty for all Vendor-supplied Components which make up the Truck and its installation, but not for the chassis.
- (2) Will conform to the requirements of the Quote, including the Specifications and the performance standards set forth in this Agreement.
- (3) Will be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from the Specifications.

In the event of a Defect, the Vendor will cause the Defect to be repaired or replaced at no cost to the Village, including without limitation transportation costs. The warranties expressed herein will be in addition to any other warranties applicable to the Components (including any third-party manufacturer’s warranties) or expressed or implied by law which are hereby reserved unto the Village.

This warranty does not apply (a) to normal maintenance and adjustments, (b) if the defect or flaw has been repaired or altered by the Village or a third party in any way so that adversely affected the Truck, (c) if the Truck has been subject to misuse, neglect, or accident, or has been operated at speeds exceeding the factory-rated speed, or has been loaded beyond the factory-rated load capacity, and (d) to the chassis and associated equipment furnished with the chassis, signaling devices, generators, batteries, and other trade accessories but only to the extent that they are warranted separately by a third-party Vendor.

B. Compliance with Laws. The Truck and each of its components and equipment will comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations. Every provision required by law to be inserted into the Agreement is deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1, (2) 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 (3) for any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Truck at the Agreement Price and by the Delivery Date set forth above.

8. Acknowledgments.

The Vendor and Village acknowledge and agree that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by the Vendor in this Agreement, including the Quote.

B. Remedies. Each of the rights and remedies reserved to the Village in this Agreement are cumulative and additional to any other or further remedies provided in law or equity or in the Agreement.

C. Time; Days. Time is of the essence for Delivery of the Truck.

D. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to Village: Village of Winnetka
Attn: Robert Bahan
510 Green bay Road
Winnetka, IL 60093
Email: rbahan@winnetka.org

If to Vendor: Altec Industries, Inc.
Attn: Ms. Toni Tribby
5201 W 84th Street
Indianapolis, IN 46268
Email: toni.tribby@altec.com

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of the Truck; nor any information or data supplied by the Village; nor any payment for or acceptance, possession, or use of the Truck; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under the this Agreement; nor any other act or omission of the Village will constitute or be deemed or construed to be an acceptance of any defective, damaged, or nonconforming product or Component; nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor or of any requirement or provision of this Agreement or of any remedy, power, or right of the Village.

F. Assignment. Neither the this Agreement, nor any interest herein, may be assigned or subcontracted in whole or in part by the Vendor except with the prior written consent of the Village.

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

H. Informative Exhibit. Exhibit A is included as an informative document with the sole purpose of providing additional context and detail with regards to the Components. All other sections and provisions of Exhibit A including will neither govern nor inform any interpretation, subject matter, rights, or duties provided in this Agreement. The terms and provisions of this Agreement, other than Exhibit A, provide all mandatory rules governing the Services, Specifications, Components, and Delivery under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

VILLAGE:
VILLAGE OF WINNETKA

By: _____
Printed name: _____
Title: _____

VENDOR:
ALTEC INDUSTRIES, INC.

By: _____
Printed name: _____
Title: _____

EXHIBIT A

Quote

[see attached pages]

Quoted for: Village of Winnetka
Customer Contact:
Phone: / Email:

Quoted by: Amber Horner
Phone: / Email: Amber.Horner@altec.com
Altec Account Manager: Toni Tribby

REFERENCE ALTEC MODEL		Sourcwell Price
AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$163,854

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-US41P	Non-Material Handling Platform (AT41P)	-\$2,018
2	AT41M-US48M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) with 48' boom boom height (AT48M)	\$6,343
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	CH	Cone Holder, Fold Over Post Style	\$345
2	BK	WATER CASK (Includes Bracket)	\$356
3	CMLB2	Cab Mounted Light Bar (Amber, LED)	\$2,462
4	VCAM	Backup Camera System	\$1,092
5	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$1,216
6	VRC	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	\$1,044
7	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	\$275
8	BOSU	Boom Out of Stow Inficator for Upper Boom	\$320
SOURCEWELL OPTIONS TOTAL:			\$175,289

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Platform Elevator, Subtract For No Outriggers, Custom Unit Paint, Subtract Jib/Winch, Subtract Jib Stick, Subtract Winch Load Line Swivel Hook, Platform Lighting	-\$9,130
2	UNIT & HYDRAULIC ACC	No Outrigger Controls, Capstan, Capstan Controls, Hose Reel, Hose Kit, Tool Circuit For Hose Reel, Cathead	\$11,464
3	BODY	Custom Fiberglass Body	\$34,995
4	BODY & CHASSIS ACC	Torsion Bars, Pintle Hitch, Grab Handles, Subtract For No Outriggers/Outrigger Pads, Subtract For No Pendulum Retainers, Laptop Mount, Utility Vise and Bracket, WeatherTech Floor Mats, Running Boards, Safety Equipment	\$11,069
5	ELECTRICAL	8 Way Strobes, Strobes, Light Bar, Work Lights, PreWire, Flashlight, Go-Lights, Grounding System, Custom Trailer Receptacle, Batteries and Battery Boxes, Supplemental Cab Lighting	\$17,947
6	FINISHING	Custom Paint, GatorHyde, Reflective Tape, Installing Customer Supplied Decals	\$5,401
7	CHASSIS	Custom chassis options	\$23,967
8	OTHER	Extended Warranty TLME 3 Year Total (2 Year Extended)	\$5,375
OPEN MARKET OPTIONS TOTAL:			\$101,088

SUB-TOTAL FOR UNIT/BODY \$200,180
CHASSIS TOTAL \$76,197
Delivery to Customer at \$2.20 / mile: \$423
TOTAL \$276,800

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 30-33 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION:

Village Sourcwell Doc

May 9, 2022
Our 93rd Year

Ship To:
VILLAGE OF WINNETKA
ALTEC INDIANA SERVICE CENTER
5201 W 84TH ST
INDIANAPOLIS, IN 46268
US

Bill To:
VILLAGE OF WINNETKA
510 GREEN BAY ROAD
WINNETKA, IL 60093
United States

Attn:
Phone:
Email:

Altec Quotation Number: 1108170 - 1
Account Manager: Toni L Tribby
Technical Sales Rep: Amber Marie Horner

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Unit		
1.	<p>Altec Model AT48P Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:</p> <ul style="list-style-type: none"> A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m) B. Working Height: 52.5 feet (16.00 m) C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height) D. Upper boom extension: 110 inches E. Continuous rotation F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation. G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended). I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance. J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. 	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Install Boom Mounted Components for use with Automatic Boom Securing System	1	
4.	Single 1-Man Platform, Fiberglass, 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
5.	Platform Mounted Single Handle Controls	1	
6.	No Jib/Winch	1	
7.	Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
9.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with an air plunger at the platform and a momentary switch located at the lower controls and the outrigger controls. This feature allows the operator to completely stow the booms, platform, and outriggers.	1	
12.	Platform Lighting for illumination of platform controls	1	
13.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and outrigger controls.	1	
14.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
15.	No Outriggers (Available for the AT37/41/48 P/PE Mounted on a Medium Duty Chassis Only)	1	
16.	Custom unit color (specify color code).	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Federal School Bus Safety Yellow - Or to match N0933 EA Yellow Elite SS - Fiberglass portions of unit to stay white		
17.	Custom Above Rotation Color	1	
	Federal School Bus Safety Yellow - Or to match N0933 EA Yellow Elite SS		
18.	Custom Pedestal/Tower Color	1	
	Federal School Bus Safety Yellow - Or to match N0933 EA Yellow Elite SS		
<u>Unit & Hydraulic Acc.</u>			
19.	Scuff Pad 24 x 30 With Step For Use With Platform Liner (U&H Acc)	1	
20.	Subbase	1	
21.	Temperature Sight Gauge (FA Supplied)	1	
22.	15 Gallon Reservoir, Triangular	1	
23.	HVI-22 Hydraulic Oil (Standard)	25	
24.	Standard Pump For PTO	1	
25.	Hot shift PTO for automatic transmission	1	
26.	Standard Altec PTO/Transmission Functionality with Park Brake Auto Neutral for Allison Automatic Transmissions: -Once the PTO switch is on, the Parking Brake is engaged, and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced to neutral, and PTO will engage.	1	
27.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
28.	Braden PCD24B Hydraulic Capstan, 30 GPM, 4000 LBS CS rear	1	
29.	Cathead General Purpose Capstan Head (Aluminum)	1	
30.	Capstan Control, Hand-Held Pendant, Electrohydraulic, 25 Ft Cable With Trailer Style Connector (Meterable) CS rear	1	
31.	Capstan Control, Foot Pedal (Uni-Directional), Electrohydraulic, 25 Ft Cable With Trailer Style Connector, Includes Pay-In/Pay-Out Selector Switch (Meterable) CS rear	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
32.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
33.	Install Tool Circuit For Hose Reel Installation, Below Rotation (Male Pressure, Female Return -Installed at Hose Reel)	1	
34.	50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Altec Preferred)	1	
35.	Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Standard) (Cannot Be Mounted Horizontally)	1	
	<u>Body</u>		
36.	Altec Osceola	1	
37.	Fiberglass Body	1	
38.	Altec Standard Fiberglass Body Specifications	1	
	<ul style="list-style-type: none"> A. Molded Fiberglass Side Compartments B. Reinforced, Double-Laminated Doors C. Heavy Duty Stainless Steel Hinges Installed On Doors D. Heavy Duty Strikers Installed On Body For Door Latches E. Automotive-Type Bulb Gasket Door Seal F. Corrosion Resistant Fasteners And Self-Locking Nuts Used Throughout G. Extruded Aluminum Drip Rail H. Fiberglass Bulkheads Installed Between Compartments I. Drains Installed In Each Compartment J. Body To Be Vented 		
39.	Aerial Service Line With Step (ASLS)	1	
40.	Gelcoat Finish Entire Body. Federal School Bus Safety - Or to match N0933 EA Yellow Elite SS - Complete Prime interior and exterior - Interior and exterior paint of compartments to be yellow	1	
41.	156" Estimated Body Length (Engineering To Determine Final Length)	1	
42.	94" Body Width	1	
43.	48" Body Compartment Height	1	
44.	18" Body Compartment Depth	1	
45.	2" x 6" Drop-In Composite Retaining Board At Rear Of Body	1	
46.	2 x 6 Drop-In Composite Retaining Board At Top Of Side Access	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
47.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings To include top boxes	9	
48.	Stainless Steel Rotary Paddle Latches With Keyed Locks	9	
49.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
50.	Standard Master Body Locking System	9	
51.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
52.	Chains On All Horizontal Doors	1	
53.	Two Chock Holders On Each Side of Body With Retaining Lip In Fender Panel Trim lock applied to the lips of all wheel chock holders	1	
54.	Fiberglass Hotstick Shelf Extending Full Length Of Body On Streetside	1	
55.	Custom Body Hotstick Shelf Option Hot Stick Slots - To have six (6) slots in 2x3 configuration - Each slot runs the length of bed - Each slot opening to be approx. 5"W x 4"T - Pictures in TC	1	
56.	Standard Drop-Down Fiberglass Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
57.	3/16 Smooth Aluminum Floor	1	
58.	4" Aluminum Channel Body Frame	1	
59.	1st Vertical (SS) - Adjustable Fiberglass Shelf With Removable Dividers On 4" Centers	3	
60.	1st Vertical (SS) - Custom Shelf Option Four Fiberglass Shelves With a 2" Lip - Top shelf to be shared with SS2V equaling 50"L total with no dividers - Remaining three (3) shelves to be 24"W and have four (4) adjustable plastic dividers each with twelve (12) notches per shelf for dividers	1	
61.	2nd Vertical (SS) - Custom Shelf Option Three Fiberglass Shelves With 2" Lip - Bottom shelf to have four (4) 2"H adjustable dividers - Middle shelf to have four (4) fin-shaped 6.5"H adjustable dividers - Top shelf to be a 50"L flat shelf with no dividers and shared with SS1V	3	
62.	2nd Vertical (SS) - Custom Drawer Kit Four Drawers - Drawer kit to be at bottom of compartment - Each drawer pulls out to be 18"W x 12.5"D - Each drawer to have three (3) sections approx. 4" deep	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	- To have 48 notches in each drawer total for plastic dividers - To include 24 plastic dividers per drawer - Pictures in TC		
63.	3rd Vertical (SS) - Custom Shelf Option Three Fiberglass Shelves - Top and middle shelves to be 24"W with a 2" lip - Top and middle shelves to have four (4) 2"H adjustable plastic dividers each with twelve (12) notches per shelf for dividers - Bottom shelf to be a 24"W flat shelf with no lip	3	
64.	1st Horizontal (SS) - Custom Shelf Option Shelf to be 52"L with a 2" lip - To have eight (8) 2"H adjustable plastic dividers	1	
65.	1st Horizontal (SS) - Custom Miscellaneous Body Option Storage Bins - To have eight (8) 5"W x 16"D metal storage bins - To have seven (7) notches for adjustable metal dividers	1	
66.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	1	
67.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	2	
68.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
69.	Inverter storage in enclosure in chassis cab To be installed behind passenger seat	1	
70.	1st Vertical (CS) - Adjustable Fiberglass Shelf With No Dividers	1	
71.	1st Vertical (CS) - Custom Drawer Kit Nine (9) rows of three (3) drawers - Drawers to be 5.5"W x 3"H - Each drawer has three (3) adjustable metal dividers - Pictures in TC	1	
72.	2nd Vertical (CS) - Aluminum Gripstrut Access Steps With Two (2) Aluminum Sloped Grab Handles	1	
73.	3rd Vertical (CS) - Custom Shelf Option Three Fiberglass Shelves - Shelves to be 27"W with a 2" lip - Each shelf to have three (3) adjustable dividers - Each shelf to have twelve (12) notches for dividers	3	
74.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Left Wall	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
75.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Rear Wall	2	
76.	3rd Vertical (CS) - Locking Swivel Hook(s) On A Fixed Rail - Right Wall	1	
77.	1st Horizontal (CS) - Adjustable Fiberglass Shelf With No Dividers To be on top of drawer kit - To be 38"W	1	
78.	1st Horizontal (CS) - Custom Drawer Kit Six (6) drawers to be stacked three (3) High - To be approx. 15"W x 3"T - To have three (3) adjustable dividers per drawer with six (6) notches per drawer - Each drawer to be able to lock into place	1	
79.	Rear Vertical (CS) - Adjustable Aluminum Shelf With No Dividers To be at top of compartment	1	
80.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Left Wall	1	
81.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Rear Wall	2	
82.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Aluminum Rail (Preferred Option) - Right Wall	1	
83.	Rear Vertical (CS) - Custom Miscellaneous Body Option Bit Holder - To be attached at the bottom of door - To have twelve (12) PVC drill bit slot - Ref Picture in TC	1	
84.	Aluminum Rock Guards Installed Each Front Corner Of Body	1	
85.	38" L Tailshelf, Unpainted Aluminum, Width To Match Body	1	
86.	Unpainted Aluminum U-Shaped Grab Handle Installed on Tailshelf To be on CS	1	
87.	Custom Aluminum Tailshelf Option Rear Bumper Cabinet - Tailshelf to have integrated storage compartment on SS - To be vacant with no shelves - To include one (1) door - To include a 1" lip - Pictures in TC	1	
88.	Aluminum Small Grab Handle, Unpainted To be installed on the back left hand side of CSRV facing rear for rear access	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
89.	Custom Ladder Storage, Unpainted Aluminum Open Ladder Holder - To fit 10' ladder - To be approx. 120"L x Width of Compartment - Roller at rear	1	
90.	Battery Storage In Remote Unpainted Aluminum Enclosure, Located Outside Of Body Compartments	1	
91.	Open Top Storage Bin, Unpainted Aluminum, Punched Metal To be footprint of SS1V and SS2V x 10"T - Mounted between cab and rear vertical compartment top box	1	
92.	Open Top Storage Bin, Unpainted Aluminum Punched Metal Bin - To be footprint of body compartments rear of CS access steps x 10"T	1	
93.	Horizontal Storage Box, Unpainted Aluminum Box to be mounted on top of rear SS body compartments - To be approx. length of SS3V, SSH, and SSRV - To be width of compartments x 20H - To have two (2) equally spaced horizontal doors that open towards cargo area - Pictures in TC	1	
94.	Additional Body Option Antislip Mat Non Adhesive (Lay In) Tool Matting - To be installed in all compartment floors, bins, and shelves - To include drawers and top boxes	1	
95.	Additional Body Option Vertical Mounted Hand Rail - Installed SS rear of compartment - To be beside the hot stick door access - Used to hang canvas tool back	1	
96.	Additional Body Option Stainless steel rod and pin hinges	1	
97.	Additional Body Option Crown Fenders	1	
98.	Additional Body Option Bolts and Fasteners - All bolts and screws shall be stainless steel - Shall include self-locking stainless steel nuts	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Body and Chassis Accessories</u>			
99.	Set of Safety Chain D-Rings	1	
100.	ICC Underride Protection	1	
101.	Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11 Bolt T-Mount, Wallace Forge T-15 (T-125 Style)	1	
102.	Front Torsion Bar	1	
103.	Rear Torsion Bar	1	
104.	Install Counterweight as Needed	1	
105.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
106.	U-Shaped Grab Handle To be installed at CS rear walkway	1	
107.	Small Grab Handle Installed at Rear One (1) to be installed on each side CS and SS	2	
108.	Boom Rest for a Telescopic Unit (Located in Cargo Area), Automatic Boom Latch	1	
109.	Automatic Boom Stow Securing System Installed on Boom Rest	1	
110.	Articulating Arm Rest for a Telescopic Unit	1	
111.	Platform Rest, Rigid with Rubber Tube	1	
112.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Altec Preferred)	1	
113.	Mud Flaps with Altec Logo (Pair) To be installed rear and forward of rear tires	2	
114.	Fold Over, Post Style Cone Holder For Installation On A Front Bumper (Holds up to four 15 x15 large cones) Located TBD	1	
115.	Water Cask, 5 Gallon (Plastic)	1	
116.	Water Cask Bracket for 3 Or 5 Gallon Water Casks (Sheet Metal) Install on SS of tailshelf	1	
117.	Laptop Mount Option 1 Computer stand to fit Panasonic Tough Books - To be installed on left front side of passenger seat in chassis cab	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
118.	Fire Safety Equipment Option 1 10 Lb. Dry Chemical Type Fire Extinguisher and Bracket - To be mounted in rear of cab on CS next to inverter	1	
119.	First Aid Kit, 2 Person Shipped Loose	1	
120.	Safety Harness and 4.5 Ft Lanyard (Fits Medium to Xlarge)	1	
121.	Triangular Reflector Kit (Contains 3 Reflectors) Shipped Loose	1	
122.	Slope Indicator Assembly for Machine without Outriggers	1	
123.	Rock Guards to Protect Lower Front Section of Body Compartments from Road Debris	1	
124.	Lanyard Pouch Vinyl Includes Placards	1	
125.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
126.	Utility Vise Option 1 Wilton Model 746	1	
127.	Vise Mounting Bracket, 2 Square Tube Vertical Receiver Type with 8 x 8 Mounting Plate Receiver for tube to be mounted off CS frame extension	1	
128.	Additional Body/Chassis Accessory Weather Tech Floormats - To include mats for driver and passenger side of cab - To be two separate floors mats and not one piece	1	
129.	Additional Body/Chassis Accessory Running Boards - Installed on driver and passenger side of chassis	1	
<u>Electrical Accessories</u>			
130.	Compartment Lights Wired To Dash Mounted Master Switch	1	
131.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
132.	Strobe Light Option 8-Way Amber Flashing Perimeter LED Lighting, Echo 3510A - Two (2) lights to be mounting in front grille - One (1) light mounted on each front corner and rear corner of body compartment on both sides of vehicle in the drip rails - Two (2) lights mounted at rear of body compartment	1	
133.	Strobe Light Option	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Install amber LED flashing strobe lighting into the headlight assemblies		
134.	Strobe Lights Wired Battery Hot	1	
135.	Directional Light Bar Option	1	
	Directional Arrowstik, Code 3 Model #AS835H - To be recessed into the rear panel of tailshelf - Arrowstik shall be activated by means of a conveniently mounted control in the truck cab		
136.	Cab Mounted Light Bar Option	1	
	Small LED amber strobe light bar - To be 4 way visibility - To be installed on roof of cab		
137.	Spot/Flood Light (LED) Option	4	
	Rectangular LED work lights 4DIA - Two (2) lights location TBD to illuminate cargo area - One (1) light to be installed at rear SS cabinets to illuminate tailshelf access steps - One (1) light to be installed at rear CS cabinets to illuminate tailshelf - To be wired to switches on dash		
138.	Spot/Flood Light (LED) Option	1	
	20 Watt Spot, Orange Litebox, Standard System - To be wired ignition hot - Installed horizontally in cab directly behind center console in back floorboard - To be installed as close to console as possible		
139.	Remote Spot/Flood Lights (LED) Option	2	
	LED Wireless Spotlights, Go-Lights #30514 - One (1) to be installed at front of truck on right side of hood - One (1) to be installed at rear SS on top of compartment - Spotlights to be wired to ignition on - Two wireless remotes are to be provided for each Go-Light - Light to not work individually and will need re-programmed		
140.	Single Tone Backup Alarm, Installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system.	1	
141.	Altec Standard Multi-Point Grounding System	5	
142.	Grounding Reel Option	1	
	Hastings Catalog #21365 Spring Powered Grounding Fault Reel - Location TBD - To hold 40ft of 2/0 AWG copper cable - To include grounding clamp and tie/bonding to frame and body		
143.	Grounding Cable, #2/0 GA, Yellow Jacketed (Specify Length In Feet)	40	
144.	Grounding Lug, Copper, U-Shaped, Threaded	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Installed at rear of frame extension SS		
145.	Grounding Clamp Option	1	
	To be included in grounding reel		
146.	Altec Backup Camera System, 7 Inch Color LCD Monitor, Heated Infrared Camera With Day/Night Sensor And Audio	1	
	A. 7 Inch Color LCD Monitor With LED Backlighting And Proximity Indicators		
	B. 2 Inputs With Independent Triggers		
	C. Heated Infrared Camera With Day/Night Sensor And Audio		
	D. Mirror/Normal View		
	E. IP68 Rated		
	F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)		
	G. 20 Meter Cable Assembly		
147.	Install backup camera monitor directly on the dash.	1	
148.	PTO Hour Meter, Analog, With 10 000 Hour Display	1	
149.	Trailer Receptacle Option	1	
	Pollack Nine Contact Socket		
	- PN 12-907		
	- Installed adjacent to pintle hook		
150.	Trailer Brake Controller, Electric (Tekonsha Voyager #9030)	1	
151.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
152.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N)	1	
	Mount inverter inside cab behind the passenger seat		
153.	Inverter Wired Ignition Hot To Switch Mounted In Chassis Cab	1	
154.	Inverter Mounting Bracket Option	1	
	Mounted inside cab behind passenger seat		
155.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) (Specify a Location)	2	
	Threaded battery posts ILO smooth posts		
156.	Battery Box, Marine Style, Black Plastic, Holds One (1) Battery	2	
157.	Battery Box, Aluminum	1	
	Top Opening Aluminum Vented Battery Box		
	- To have smooth lid with gas shocks and non-locking zine plated latch		
	- Holds two (2) batteries		
	- Box to be as narrow as possible and as long and deep as needed		
	- Mount from SS cargo wall and in front of pedestal		
158.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	To be flush mounted for use of tools at ground level - One (1) to be on each exterior corner of truck body		
159.	120 Volt Non-GFCI Receptacle Includes Weather-Resistant Enclosure Requires at least 1 GFCI Receptacle	2	
	To be flush mounted for use of tools at ground level - One (1) to be on each exterior corner of truck		
160.	GFCI Receptacle Hardwired To Protect Additional Non-GFCI Receptacles	1	
161.	Electrical Receptacles, 12 Volt (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang)	3	
	Wired ignition hot - To be mounted in chassis cab behind front seats		
162.	12 Volt Electrical Receptacle(s) Wired Ignition Hot	1	
163.	Pre-Wire Power Distribution Module 10 is a Compact Self-Contained Electronic System that Provides a Standardized Interface with the Chassis Electrical System	1	
164.	Install Secondary Stowage System In Final Assembly	1	
165.	Install Two Speed Throttle System In Final Assembly	1	
166.	Heavy Duty Secondary Stowage Pump (Supplied By Final Assembly)	1	
167.	Cab Interior Light, LED, Dome Style, White (Altec Preferred)	1	
168.	Cab Interior Light Option	1	
	Supplemental interior cab LED lighting is to be installed. Location and size to be sufficient to facilitate blue print and map reading 24 hours a day. Light shall be installed in a manner that does not "pull down" headliner in cab		
169.	PTO Indicator Light, Installed In Cab	1	
170.	Upper Boom Out of Stow Indicator with Proximity Switch	1	
171.	Additional Electrical Accessory	1	
	All amber strobe lights excluding arrow stick and light on roof of cab shall be activated by single switch in truck cab		
172.	Additional Electrical Accessory	1	
	All auxiliary lighting and aerial master switch shall be activated from a lighted indicator control panel with an integral power socket. This control panel shall be centrally located in the truck cab, mounted in overhead compartment or on a pedestal. Mounting on top of dash is not acceptable.		

Finishing Details

173.	Front and Rear Frame Mounted Components and Under Body Mounted Components	1	
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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)		
174.	Custom Above Rotation Color Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)	1	
175.	Custom Pedestal Color Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS)	1	
176.	Finish Paint Body Accessories Custom Color (Specify Color Code) Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS) - When re-painting the body, the doors and outside of the body needs done. The interiors do not need re-painted.	1	
177.	Finish Paint Body Compartment Interiors Custom Color (Specify Color Code) Federal School Bus Safety Yellow (or match N0933 EA Yellow Elite SS) - The interiors are acceptable to the customer, no need to re-paint	1	
178.	Heavy Duty Cargo Coating, Gator Hyde To be added to the following locations - Cargo area - Up walls of cargo area 6" - To be on SS and CS areas that are notched down - Do not install on gripstrut - Cone holder	1	
179.	Customer Decals Supplied By Customer Large round decal needs to go SS and CS chassis door (center). - Four (4) # decal's are to also be installed, One each side fender under the Freightliner emblem. One CS rear compartment under the grounding reel and One SS top drop down box on the rear - Ref Run 1004582	1	
180.	Reflective Tape Red/White Applied In Accordance With FMVSS 108 Standards (QTY in Feet) To be taped around the platform at the bottom	1	
181.	Safety and Instructional Decals English	1	
182.	Vehicle Height Placard Installed In Cab DEPS 002	1	
183.	HVI-22 Hydraulic Oil Placard	1	
184.	DOT Certification Required DOT Certification Required. Place sticker on back window behind driver and form in manual pouch. 510 Green Bay Road, Winnetka, IL 60093	1	
185.	Dielectric Test Unit According to ANSI Requirements	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
186.	Stability Test Unit According to ANSI Requirements	1	
187.	Regional Build	1	
188.	Delivery Of Completed Unit	1	
189.	Inbound Freight	1	
190.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
191.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
192.	Pre-delivery/Customer Validation Inspection Required - Onsite Pre-paint and before delivery	1	
193.	Customer Requested Maximum Overall Length Not to exceed 26'	1	
194.	Customer Requested Maximum Travel Height (DOT Restrictions Still Apply) Overall travel height not to exceed 12' 8"	1	
<u>Chassis</u>			
195.	Altec Supplied Chassis	1	
196.	Chassis	1	
197.	2024 Model Year	1	
198.	Freightliner M2-106	1	
199.	4x2	1	
200.	113" Clear CA (Round To Next Whole Number)	1	
201.	Regular Cab	1	
202.	Chassis Cab	1	
203.	Dual Rear Wheel	1	
204.	Set Back Axle	1	
205.	Chassis Color - Yellow Federal School Bus Yellow - L6460EY	1	
206.	Chassis Wheelbase Length - 192	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
207.	Cummins B6.7	1	
208.	Diesel	1	
209.	240 HP Engine Rating	1	
210.	Allison 2500 RDS Automatic Transmission	1	
211.	GVWR 33,000 LBS	1	
212.	12,000 LBS Front GAWR	1	
213.	Spring Suspension	1	
214.	21,000 LBS Rear GAWR	1	
215.	11R22.5 Front Tire	1	
216.	11R22.5 Rear Tire	1	
217.	Air Brakes	1	
218.	Park Brake In Rear Wheels	1	
219.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Under Cab-Horizontal)	1	
220.	Freightliner - Clear Frame Rails From Back Of Cab To Front Rear Suspension Bracket (607-001)	1	
221.	Freightliner - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (296-027)	1	
222.	Freightliner - Radiator (950 Square Inch) for ISB/B.7 or DD8.1 (SS) (266-078)	1	
223.	Freightliner - Rear Cab Crossmember Flush With Back Of Cab (561-010)	1	
224.	Freightliner PTO Throttle Wiring for Automatic Transmission with Pre-Wire (163-001), (148-074), (87L-003)	1	
225.	Freightliner/Allison Body Builder Connection with Pre-Wire (34C-002)	1	
226.	Freightliner - Pre-Wire Chassis with Cab Backwall Pass-Thru (33U-001)	1	
227.	No Idle Engine Shut-Down Required	1	
228.	EPA Emissions	1	
229.	No Clean Idle Certification Required	1	
230.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)	1	
231.	23U-001, 43X-002 Freightliner 6 Gallon DEF Tank (Under Cab Left Hand)	1	
232.	Chassis Without Front Frame Extensions	1	
233.	Battery Under Cab Left Hand	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
234.	Air Horn Under Cab	1	
235.	AM/FM Radio	1	
236.	Bluetooth	1	
237.	Weather Band	1	
238.	Air Conditioning	1	
239.	Power Door Locks	1	
240.	Power Windows	1	
241.	Tachometer	1	
242.	Tilt Steering Wheel	1	
243.	Block Heater	1	
244.	Other Exterior Cab Options	1	
	Front Tow Hooks		
245.	Air Ride Drivers Seat	1	
246.	Air Ride Passenger Seat	1	
247.	Additional Chassis Option	1	
	High visibility orange seat belts		
248.	Additional Chassis Option	1	
	Running boards on the driver and passenger side of chassis - Altec supplied		

Additional Pricing

249.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Miscellaneous

250.	Altec Provided Training	1	
251.	Ext Warranty, Travel, Labor, Material and Expense, 3 Year Total (2 Year Extended), Category 3	1	

Unit / Body / Chassis Total	276,800.00
FET Total	0.00

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Total **276,800.00**

Altec Industries, Inc.

BY _____

Amber Marie Horner

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

- Outrigger pads (When Applicable)
- Fall Protection System
- Fire extinguisher/DOT kit
- Platform Liner (When Applicable)
- Altec Sentry Training
- Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 Altec Standard Warranty:

One (1) year parts warranty.

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One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - #FOB_TERMS#

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: 30-33 months after receipt of order PROVIDING:
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer

inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 16 This quotation is valid until JUL 29,2022. After this date, please contact Altec Industries, Inc. for a possible extension.
- 17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 18 Please direct all questions to Toni L Tribby at (317) 872-3460

Prepared for:
TONI TRIBBY
ALTEC INDUSTRIES
NORTHERN DIVISION
5201 WEST 54TH STREET
INDIANAPOLIS, IN 46268
Phone: 317-408-2808

ESTIMATE ID
2WINN26K22-23M PW AT48M
REV23+

Prepared by:
Shane Hall
Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063673971

A proposal for
ALTEC INDUSTRIES NORTHERN DIVISION
VILLAGE OF WINNETKA

Prepared by
Peach State Freightliner
Shane Hall

May 09, 2022

2023 Freightliner M2 106
4X2 @ 33,000 GVWR DERATE

CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 112.6 in
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 109.6 in



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
 TONI TRIBBY
 ALTEC INDUSTRIES
 NORTHERN DIVISION
 5201 WEST 54TH STREET
 INDIANAPOLIS, IN 46268
 Phone: 317-408-2808

ESTIMATE ID
2WINN26K22-23M PW AT48M
REV23+

Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063673971

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-047	SPECPRO21 DATA RELEASE VER 047		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-223	2023 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 16000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY :26000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		

Prepared for:
 TONI TRIBBY
 ALTEC INDUSTRIES
 NORTHERN DIVISION
 5201 WEST 54TH STREET
 INDIANAPOLIS, IN 46268
 Phone: 317-408-2808

ESTIMATE ID
2WINN26K22-23M PW AT48M
REV23+

Prepared by:
 Shane Hall
 Peach State Freightliner
 1755 Dry Pond Road
 Jefferson, GA 30549
 Phone: 7063673971

Data Code	Description	Weight Front	Weight Rear
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
AE2-99D	EXPECTED TRUCK BODY WIDTH : 96.0 in		
AF3-1EN	ALTEC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21T	CUM B6.7 240 HP @ 2400 RPM, 2600 GOV, 560 LB-FT @ 1600 RPM		
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
* 281-005	STANDARD BATTERY JUMPERS W/ 2/0 CAB TO RAIL GROUND CABLE		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		

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ESTIMATE ID
2WINN26K22-23M PW AT48M
REV23+

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Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR	50	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-003	PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84E-002	VARIABLE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84F-002	VARIABLE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84G-017	2500 RPM PRIMARY MODE SHIFT SPEED
84H-017	2500 RPM SECONDARY MODE SHIFT SPEED
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-818	CUSTOMER INSTALLED CHELSEA 870 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-072	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITHOUT PARK BRAKE POSITION		
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-001	TRANSMISSION OIL CHECK AND FILL		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42
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Data Code	Description	Weight Front	Weight Rear
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62G-007	355MM FRONT SUSPENSION WHEEL HEIGHT		
62H-013	FRONT SUSPENSION WITH SHACKLES AND MOUNTING BOLT HEADS INBOARD		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1M8	MS-19-14X 19,000# R-SERIES SINGLE REAR AXLE		-30
421-586	5.86 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MG	21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		100
621-002	SPRING SUSPENSION - 1.00" AXLE SPACER		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		

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Data Code	Description	Weight Front	Weight Rear
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-090	STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-487	4875MM (192 INCH) WHEELBASE		
546-117	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI 26K DERATE	100	90
552-049	2125MM (84 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-30	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 126.38 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 123.38 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 305.02 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 97.48 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 74.03 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-010	CROSSMEMBER FLUSH WITH BACK OF CAB	15	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		

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Data Code	Description	Weight Front	Weight Rear
* 572-063	STANDARD REAR MOST CROSSMEMBER WITH DOUBLE STANDARD CROSSMEMBER SPACING		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-017	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
605-103	CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-063	FUEL TANK(S) FORWARD; -544MM FUEL TANK BRACKET ELEVATION MOUNTING		
664-006	PLAIN Z STYLE STEPS WITH AGGRESSIVE EDGE ENHANCED TRACTION		
205-001	FUEL TANK CAP(S)		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1G4	MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96

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Data Code	Description	Weight Front	Weight Rear
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-658	ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 5-HAND STEEL DISC FRONT WHEELS		
505-658	ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-009	RUBBER CAB MOUNTS		
678-998	NO GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
726-002	DUAL ELECTRIC HORNS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		

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Data Code	Description	Weight Front	Weight Rear
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
693-003	PLASTIC MANIFEST BOX - LH DOOR		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		

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Data Code	Description	Weight Front	Weight Rear
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-039	(1) HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH AND (1) SAE J1939 DIAGNOSTIC INTERFACE CONNECTOR LOCATED CENTER OF DASH		

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Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
33U-001	PREWIRE PACKAGE FOR ALTEC CONTROL MODULE AND CHASSIS INTERFACE W/ BW CUTOUT		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-040	24 INCH AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR, RG-62		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		

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Data Code	Description	Weight Front	Weight Rear
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR		
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Color

980-5J5	CAB COLOR A: L6460EY SCHOOL BUS YELLOW ELITE EY (MATCH PAINT @ ORDER)		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
969-099	17 DIGIT BAR CODE INSIDE LH DOOR		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
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Secondary Factory Options

48Q-998	NO TIRE INFLATION DEVICE/SYSTEM		
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Raw Performance Data

AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 123.38 in		
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	6053 lbs	3904 lbs	9957 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs

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ESTIMATE ID
2WINN26K22-23M PW AT48M
REV23+

Prepared by:
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Peach State Freightliner
1755 Dry Pond Road
Jefferson, GA 30549
Phone: 7063673971

Total Weight*	6053 lbs	3904 lbs	9957 lbs
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Extended Warranty

WAG-009 TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)..... 10000.0
Expected Pusher Axle(s) Load (lbs)..... 0.0
Expected Rear Axle(s) Load (lbs)..... 16000.0
Expected Tag Axle(s) Load (lbs)..... 0.0
Expected GVW (lbs)..... 26000
Expected GCW (lbs)..... 0.0
Front Axle (400)..... DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)..... 12,000# DUAL TAPERLEAF FRONT SUSPENSION
Front Hubs (418)..... CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)..... ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)..... MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)..... MERITOR 15X4 Q+ CAM FRONT BRAKES
Steering Gear (536)..... TRW THP-60 POWER STEERING
Rear Axle (420)..... MS-19-14X 19,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)..... 21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)..... ACCURIDE 51487 ACCU-LITE 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
Rear Tires (094)..... MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)..... MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)..... NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)..... NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)..... NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES

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TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	12000	19000
Suspension	12000	21000
Hubs	14700	26000
Brakes	12000	17500
Wheels	14800	29600
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	12000	17500
GAWR (per axle system)	12000	17500
Expected Load (per axle system)	10000	16000
GVWR due to Frame	90000	
GVWR due to Transmission	33000	
Vehicle GVWR Summary		
Calculated GVWR	29500	
Expected GVWR	26000	
<small>All weights displayed in pounds</small>		

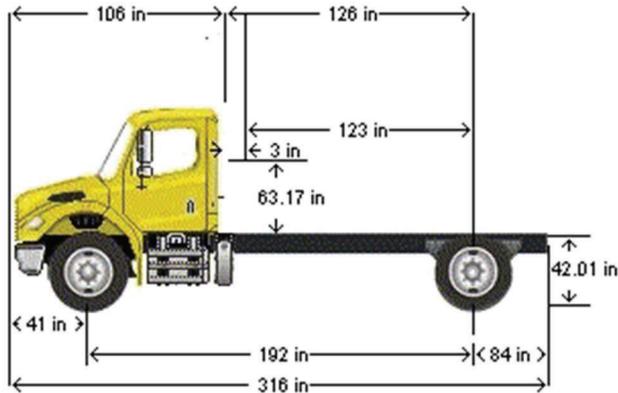
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	4875MM (192 INCH) WHEELBASE
Rear Frame Overhang (552).....	2125MM (84 INCH) REAR FRAME OVERHANG
Fifth Wheel (578).....	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in).....	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	126.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	123.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	210.1
Cab Height (CH)	63.2
Wheelbase (WB)	191.9
Frame Overhang (OH)	83.7
Overall Frame Length	305.0
Overall Length (OAL)	316.4
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	42.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

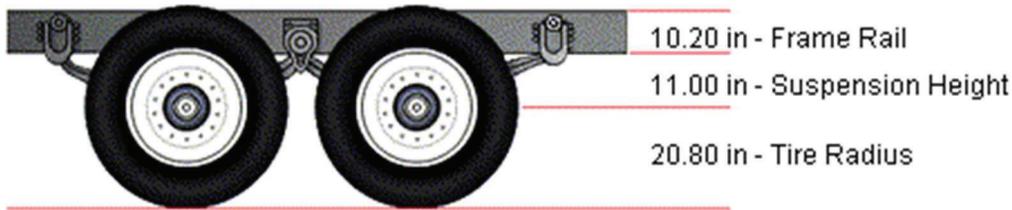
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UNLADEN FRAME HEIGHT

Unladen Height	Requested	Calculated
Frame (in)	N/A	42.00



VEHICLE SPECIFICATIONS SUMMARY - UNLADEN FRAME HEIGHT

Model M2106
 Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Frame Rails (546)..... 11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI(546)
 Web Height (in)..... 10.1875
 Flange Thickness (in)..... 0.34375
 Rear Suspension (622)..... 21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
 Rear Suspension Ride Height (621)..... SPRING SUSPENSION - 1.00" AXLE SPACER
 Axle C/L to Bottom of Frame (in)..... 11.018
 Rear Tires (094) MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
 Unladen Radius (in) 20.8
 Fifth Wheel (578) NO FIFTH WHEEL
 Requested Min Height (in) 0.0
 Requested Max Height (in) 1
 Fifth Wheel Leg Height (582) NO FIFTH WHEEL LEG HEIGHT
 Rear Tow Device (587) NO REAR TOWING DEVICE
 Requested Min Height (in) 0.0
 Requested Max Height (in) 0.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

EXHIBIT B
Village Addenda

NONE