

BID PRICING FORM**VERSION 2****Section I: Contact Information**

Please complete the contact information below.

BID NUMBER:	25-010-SHF
COMPANY NAME:	Key Tower, LLC
CONTACT PERSON:	William Steele
CONTACT EMAIL:	william.steele@keytowerllc.com

Section II: Pricing

Provide pricing per Specifications in Statement of Work.

F.O.B: All goods are to be shipped F.O.B. Destination, delivered, and installed.

SECTION 1: REWIRING AND INSTALLATION OF RADIO EQUIPMENT			
NO.	ITEM	UOM	PRICE
1	Rewiring and Installation of Radio Equipment	LS	\$ 71,957*
SECTION 2: HIDDEN LAKE TOWER REPAIRS			
NO.	ITEM	UOM	PRICE
1	Automatic Monitoring System	LS	\$ 3,451*
2	Waveguide Ladder	LS	\$ 16,934
3	Arrestor	LS	\$ 7,931
4	Shims	LS	\$ NA - see Engineering Fees
5	Painting	LS	\$ 77,503
6	Flange Bolts	LS	\$ 774
7	Tower Ground Bar	LS	\$ 244
8	Safety Climb System	LS	\$ 7,422
9	Signage	LS	\$ 238
10	Engineering Fees as required to complete tasks listed in Scope of Work	LS	\$ 13,425
GRAND TOTAL SECTIONS 1 + 2			\$ 199,879*
GRAND TOTAL SECTIONS 1 + 2 (IN WORDS)		One hundred ninety-nine thousand eight hundred seventy-nine dollars	

***See attached pricing breakdown with descriptions, alternatives, and exclusions**

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: William Steele

Signature: _____

Title: Operations DirectorDate: 3/10/2025

Pricing descriptions, alternatives, and exclusions				
Section #	Item #	Item	Price (\$)	Alternative (\$)
1	1	Rewiring and Installation of Radio Equipment with New Lines This price includes replacement of existing lines as an assumed requirement based on experience and expertise. This price also includes return/loss or sweep testing to verify functionality of lines. This price assumes the new shelter has been installed by others and has existing electrical connections at a breaker panel.	71957	
1	1	Rewiring and Installation of Radio Equipment with Existing Lines Key Tower strongly recommends <i>against</i> this alternative and only provides it because our competitors are like to list such in their own bids. This price assumes the existing lines can and will be reused, and that the new shelter has been installed by others and has existing electrical connections at a breaker panel. It is highly unlikely that the existing lines will reach the new destination and even less likely that they will function correctly after being relocated, especially given that they are not currently supported correctly.		44441
2	1	Automatic Monitoring System This includes the installation of remote monitoring equipment, including battery and Verizon modem, on existing Vanguard® Medium FTS 370d LED obstruction lighting kit. This price excludes monthly fees for the monitoring service. Such will require contract between purchaser and SPX AtoN or an annual maintenance contract with Key Tower. See attached sample agreement which specifies a monthly fee of \$40 on a 3-year contract with SPX AtoN.	3451	
2	1	Automatic Monitoring System with Remote Monitoring Service and Annual Tower Inspections This price includes the monthly monitoring fees, paid by Key Tower to SPX AtoN, as well as annual ANSI/TIA-222 compliant inspection of tower, obstruction lighting, and antennas & lines. As added value, Key Tower will perform minor maintenance and repairs, not to exceed \$50 in material cost or one hour of crew time per inspection. This price excludes Return-Loss/Sweep and similar testing of radios or antennas. Issues identified during inspections will not be repaired without agreement between purchaser and Key Tower for appropriate compensation. This price is valid for an agreement between one and three years in duration.		4979/year
2	2	Installation of New Waveguide Ladder This price includes the installation of snap-in hangers and cable-hoist grips to properly support the lines on the new waveguide ladder. As an added value, Key Tower will utilize PIM-mitigating snap-in hangers to reduce passive intermodulation interference which diminishes the effectiveness of antennas.	16934	
2	3	Arrestor This price includes installation of a lightning arrestor which extends ~20' above the tower. The most likely solution is a side-mounted extender which reaches 15' above the tower, with a 5' rod atop that. If structural analysis or other factors determine that this solution is not desired or practicable, we can provide a 1/2" x 10' arrestor for an appropriately reduced fee.	7931	
2	4	Shims The price to identify and evaluate the shims found on the tower is included in Engineering Fees. Key Tower has not included any provisions for repair of the issue if a qualified engineer determines that they represent an issue which needs to be remedied.	NA	
2	5	Painting This price includes removal of loose/flaking paint, application of a rust converter primer or equivalent, and FAA-compliant painting. NOTE: this includes re-banding of the tower's existing painted obstruction markings as the existing painted obstruction markings are not present on the top few sections of the tower.	77,503	
2	6	Flange Bolts This includes evaluation and replacement of flange bolts identified in request-for-bids as well as any other bolts identified as needing replacement during tower inspection.	774	
2	7	Tower Ground Bar This includes relocation of the existing tower ground bar or installation of a replacement near the new shelter location.	244	
2	8	Safety Climb System This includes installation of a standard 3/8" wire safety climb up the majority of the tower. Key Tower will install it up the full climbing height of the tower if conditions permit but notes the top few sections were not designed to accommodate such. Related engineering analysis is included in Engineering Fees.	7422	
2	9	Signage This includes the installation of one weather-resistant sign on the fence gate and another on the roadside gate-chain, denoting the appropriate ASR #.	238	
2	10	Engineering Fees as required to complete tasks listed in Scope of Work This price includes tower inspection and structural analysis, as well as tower mapping required in lieu of tower designs to conduct the analysis.	13425	
NOTE: all prices include requisite material, unless otherwise specified.				
TOTAL			199,879	
Alternate total without monitoring and annual inspections				172,363
Alternate total with monitoring and annual inspections				173,891 + 4,979 for each year after first
Total with new lines as well as monitoring and annual inspections				201,407 + 4,979 for each year after first



Key Tower 7
DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-010-SHF
COMPANY NAME:	Key Tower, LLC
MAIN ADDRESS:	1802 W. Berteau Ave. #203
CITY, STATE, ZIP CODE:	Chicago, Illinois 60613
TELEPHONE NO.:	866-255-2402
BID CONTACT PERSON:	William Steele
CONTACT EMAIL:	william.steele@keytowerllc.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Key Tower, LLC	NAME:	Key Tower, LLC
CONTACT:	William Steele	CONTACT:	Joseph Randol
ADDRESS:	1802 W. Berteau Ave. #203	ADDRESS:	1802 W. Berteau Ave. #203
CITY, ST., ZIP:	Chicago, Illinois 60613	CITY, ST., ZIP:	Chicago, Illinois 60613
PHONE NO.:	309-798-8110	PHONE NO.:	847-648-1298
EMAIL:	william.steele@keytowerllc.com	EMAIL:	billing@keytowerllc.com

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole
Proprietor

☒ A Member authorized to
sign on behalf of the
Partnership

☐ An Officer of the
Corporation

☐ A Member of the Joint
Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Lukasz Cholodecki
(President or Partner)

Nicholas Hynes
(Vice-President or Partner)

Dennis Chookaszian
(Secretary or Partner)

Michael Chookaszian
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1 _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Lukasz Cholodecki

Signature: 

Title: CEO

Date: 3/10/2025



Key Tower 12
DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

LIMITATIONS ON THE AUTHORITY OF THE COUNTY OF DUPAGE TO CONTRACT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-010-SHF
COMPANY NAME:	Key Tower, LLC
CONTACT PERSON:	William Steele
CONTACT EMAIL:	william.steele@keytowerllc.com

Section II: Limitations

The County of DuPage ("County") is a non-home rule unit of local government under the Constitution and laws of the State of Illinois. Pursuant to Section 7 of Article VII of the Illinois Constitution of 1970, counties and municipalities which are not home rule units have only the powers granted to them by law and the powers set forth in the state constitution. Accordingly, and unlike Cook County and many of Illinois's larger municipalities, every action DuPage County takes must be tied to a specific constitutional or statutory grant of authority or be necessarily inferred from that specifically granted authority. Any action the County takes in excess of that authority is *ultra vires* and void *ab initio* as a matter of law.

During the course of the procurement process, vendors frequently provide standard form contracts or propose exceptions that contain terms which, though commercially reasonable in a particular industry, are outside of the County's authority to agree to. The most common areas of conflict involve proposed provisions that require the County to provide a vendor with an indemnity, exclude the state's attorney's participation in the selection and control of outside counsel, or provide for more aggressive payment and interest terms than are permitted by law.

Indemnification

DuPage County has no authority to provide an indemnity to a vendor. As noted above, the County has only those powers conferred by the Illinois Constitution or state law or which can be necessarily inferred from those powers. While state law does require the County to indemnify its officers and employees and authorizes it to indemnify a limited number of other governmental entities, the legislature has not authorized counties to indemnify private vendors. Moreover, the Illinois Constitution requires that all expenditures of public funds be for public purposes. In an indemnity agreement, the indemnifying party agrees to be liable for the costs associated with the defense of the other party. If the indemnified party is not a public entity, then an indemnification agreement would impermissibly require an expenditure of public funds the benefit of that private party and not for the public. Finally, an indemnity contract is an extension of the public credit and an agreement to undertake a liability. Such an extension of credit requires an appropriation for that purpose sufficient to cover the obligation at the time of contract formation.

Choice of Counsel, Waiver of Defenses

Under Illinois law, the state's attorney shall "defend all actions and proceedings brought against his county." Historical and judicial precedents along with various opinions of Illinois's attorneys general, interpret this language to mean that **the state's attorney is the exclusive legal representative of his county**. The state's attorney will generally appoint any attorney recommended to him by an indemnifying party or its insurance carrier who meets his approval as a "special" assistant state's attorney for the purposes of the litigation. While the state's attorney must retain the right to approve outside counsel and control the litigation, he will not interfere unreasonably with the indemnifying party's attorney selection or legal strategy (or those of its insurance carrier). The County has no authority to retain or permit counsel to represent its interests nor can it contract away the duties of the state's attorney. For this reason, the County also cannot contractually waive any defenses, privileges or immunities which may be available to it in litigation.

Payment Terms

The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. apply to all purchases made by DuPage County. The Act provides that the County must approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice or delivery of the goods or services – whichever is later. The County then has 30 days after approval to pay any portion of the invoice which it has not disapproved. Interest, when permitted under the Act, accrues on a monthly basis at 1%. While the County may not offer payment or interest terms which are more generous to the vendor than authorized by the Act, the parties may agree to provide an incentive for more rapid payments.

Section III: Acceptance

The above list is not exhaustive, but it does address the most common areas of concern during the contract negotiation phase. **Accordingly, all prospective offerors are on notice that the County is without the authority to accept nor will it respond to any exceptions which purport to impose a duty on the County to indemnify a vendor, abridge the duties of the state's attorney, waive any legal privilege, defense, or immunity available to it, or obligate it to payment and interest terms other than as permitted by the Local Government Prompt Payment Act. Further all prospective offerors are on notice that any such provision in any standard form contract is unenforceable and void as a matter of law whether or not approved by the County.**

Please acknowledge your Acceptance of the Limitations on the Authority of the County of DuPage to Contract as stated above. Your signature below shall establish your consent to a contract subject to such limitation on the County's authority to contract. This page must also be incorporated as an exhibit to any contract the County will be asked to sign.

Receipt of the above ACCEPTANCE is hereby acknowledged by:

Printed Name: William Steele

Signature: 

Title: Operations Director

Date: 3/10/2025