



## AGENDA

### PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: August 12, 2025 at 6:30 PM  
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

- A. Call to Order**
- B. Approval of Minutes**
  - 1. Approval of Minutes 6-5-2025
- C. Public Comment**
- D. New Business**
  - 1. Contract with Go Painters, Inc. for the 2025 Streetlight Painting
  - 2. 2025 Streetscape and Beautification Project
  - 3. Public Works Entrance Gate - Deductive Change Order No. 1
- E. Other Business**
  - 1. Project Update: Public Works & Recreation Fence Replacement
- F. Schedule Next Committee Meeting**
- G. Adjournment**

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

**Properties and Recreation Committee Meeting**  
**Thursday, June 5, 2025**  
**Village Board Room**  
**740 Hillgrove Western Springs, IL 60558**

**Call to Order**

7:31 a.m.

Chair Phil Nawrocki Presiding

**Committee Members Present:**

Trustee Nicole Chen

Heidi Rudolph, Village President

**Committee Members Absent:**

None.

**Staff Present**

Matthew Supert, Municipal Services Director

Michael Jurusik, Village Attorney

Nancy Flores, Interim Recreation Director

Heather Valone, Community Development Director

Jill Izzo, Deputy Village Clerk

Diana Puga, Municipal Services Coordinator

Jenny Pesek, Administrative Assistant

**Electronic Attendance**

Ellen Baer, Village Manager

Casey Biernacki, Deputy Village Manager

**Roll Call**

As noted above.

**Approval of Minutes:**

Chair Phil Nawrocki motioned to approve the May 6, 2025 Properties and Recreation meeting minutes, seconded by Trustee Chen. Motion passed unanimously on a voice vote.

**Public Comment:**

John Griffin of 5150 Woodland Avenue provided comments regarding his right of way sale petition.

Jason VanBeveren of 5200 Woodland Avenue provided comments regarding his right of way sale petition.

**New Business:**

**Independent Contractor Agreements Renewal**

Deputy Village Manager Casey Biernacki reported to the Committee recommending advancing the Independent Contractor Agreements with Kensington School, Grand Avenue Preschool and Daycare

(Premier IL), Jo's Footwork Studio, Montessori School of Western Springs, the Western Springs Historical Society, and the Mattix Music Studio to the Village Board. He stated that these contractors provide essential services and programming to the residents of Western Springs and surrounding communities. Motion by Chair Nawrocki to recommend the Independent Contractor Agreements to the Village Board for approval and seconded by Trustee Nicole Chen. Motion passed unanimously on a voice vote.

**Right of Way Sale Request: 5150 Woodland Avenue and 5200 Woodland Avenue**

Director Matthew Supert reported on the right of way sale between the owners of 5150 Woodland and 5200 Woodland. Options were discussed that would be in the best interest of the Village and petitioners. Director Supert presented exhibits of the proposed purchase areas and proposed sidewalk options. Both petitioners were present at the Committee meeting and came to an agreement on the purchase of the 46 feet of right of way. Director Supert reported Village staff is requesting a recommendation to the Village Board wherein John Griffin of 5150 Woodland will purchase 40 feet and Jason VanBeveren of 5200 Woodland Avenue will purchase the remaining 6 feet. Motion by Chair Nawrocki to recommend the right of way sale proposal to the Village Board for approval, seconded by Trustee Nicole Chen. Motion passed unanimously on a voice vote. This will be set for a Public Hearing in July.

**Other Business:**

None

**Schedule for the Next Committee Meeting**

The next Properties & Recreation Committee meeting will be held on July 15, 2025, 7:15 p.m.

**Adjourn**

Chair Phil Nawrocki motioned to adjourn the meeting, seconded by Trustee Nicole Chen. Motion passed unanimously on a voice vote.

Meeting adjourned at 8:13 a.m.

Respectfully Submitted:

Jenny Pesek



## AGENDA ITEM SUMMARY

### PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: August 12, 2025

#### AGENDA ITEM D.1.

**To:** Properties and Recreation Committee

**From:** Diana Puga, Municipal Services Coordinator

**CC:** Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

**RE:** Contract with Go Painters, Inc. for the 2025 Streetlight Painting

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#### **Recommendation**

Consider a recommendation to approve the award for the 2025 Streetlight Painting Contract to the lowest bidder, Go Painters, Inc., in an amount not to exceed of \$15,000.

#### **Summary**

On July 24, 2025, Village staff issued a Request for Bids (RFB) for streetlight painting for decorative streetlights in and around the Central Business District. On August 7, the Village received a total of five (5) bids. The results of the bids are attached to this report.

Go Painters, Inc. submitted the lowest bid at \$265.00 unit price per streetlight. The Village periodically budgets for the painting of streetlights throughout the Village and in FY2025, the budget included \$15,000 for this project. It is anticipated that the contractor will complete approximately 55 streetlights this year.

The Village has previously worked with Go Painters, Inc., most recently this company was awarded the 2025 Fire Hydrant Sandblasting and Painting Contract.

#### **Financial Impact**

Account      4102100 53060  
Fund           Streetlight Maintenance  
2025 Budget   \$15,000  
Project Cost   As required

#### **Recommended Motion**

I move to recommend to the Village Board the approval of the award for the 2025 Streetlight Painting Contract to the lowest bidder, Go Painters Inc., for an amount not to exceed \$15,000.

#### **Strategic Plan Alignment**

Infrastructure Improvements

## **File Attachments**

1. Go Painters Inc, Bid
2. 2025 Streetlight Painting Bid Tab



CONTRACT REQUIREMENTS FOR  
**2025 STREETLIGHT PAINTING**

AUGUST 7, 2025  
10:00 A.M. (PREVAILING TIME)

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## Legal Notice

The Village of Western Springs, Cook County, Illinois, does hereby invite sealed bids for the following: **2025 Streetlight Painting RFB**

Bids will be received until **10:00 AM**, Prevailing Local Time on **August 7, 2025**, by mail or delivered by hand to the drop box located outside the front entrance of Village Hall, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois, 60558-0528 immediately after which time and at such place all bids will be publicly opened.

Those desiring to bid may obtain copies of the contract, specifications and other bidding documents online at [wsprings.com/bids](http://wsprings.com/bids).

As evidence of good faith, each bid shall be accompanied by a bid bond, bank draft or certified check and made payable to the Village of Western Springs, Illinois, in the amount of five hundred dollars (\$500) or 10% of the bid price, whichever is greater, which shall be submitted to secure the Village against loss occasioned by failure of the bidder to abide by and comply with the terms of his bid.

The successful bidder shall be required to furnish payment and performance bonds in the full amount of the bid or proposal, at the time a contract is awarded, to the Village of Western Springs by a surety company authorized to do business in the State of Illinois and approved by the Village. Failure to produce acceptable bonds will constitute default and the bid bond will be forfeited. No bid shall be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the scheduled time of closing bids.

Bidders will be required to comply with all laws including those related to employment of labor and the payment of local prevailing wage rates. Each bidder shall satisfy the Village as to his ability, financial and otherwise, to perform the work specified.

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

VILLAGE OF WESTERN SPRINGS  
By Edward Tymick, Village Clerk

Published in the Sun-Times Newspaper on July 24, 2025

cc: Ellen Baer, Village Manager  
Jill Izzo, Deputy Village Clerk

## Instruction to Bidders

VILLAGE OF WESTERN SPRINGS

DATE: July 24, 2025

Proposals to be entitled to consideration must be made in accordance with the following instructions:

Proposals shall be submitted in an opaque, sealed envelope plainly marked with the words:

2025 Streetlight Painting RFB  
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand to a drop box or mailed in time for delivery to the Office of Village Clerk, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **August 7, 2025**, after which time and at such place all bids will be publicly opened and read aloud.

Proposals received after the time for opening will not be considered.

Proposals must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed below the signature. If the bidder is a corporation, the corporate seal must be affixed.

Bid security in the form of a bid bond, bank draft or certified check made payable to the Village of Western Springs, in the amount of FIVE HUNDRED DOLLARS (\$500), shall be submitted with each bid. The proceeds of any bid security shall become the property of the Village if, for any reason, a bidder, within FORTY-FIVE (45) days after the opening of bids withdraws his bid without the consent of the Village, or if on notice of award refuses or is unable to execute the approved contract and obtain the required performance and payment bonds. Bid deposits may be held for a period not exceeding FOURTY FIVE (45) days. (NOTE: For those projects which will not require the performance bonds, consideration should be given to holding the bid security until delivery is made.)

The Village Board reserves the right to reject any applicable bids for any reason, if it decides that such rejection is in the Village's interest, to reject any nonconforming bids, to waive any informalities in bidding, and to make award on that bid, which, in its opinion, is most advantageous to the Village. The contract will be awarded to the lowest responsible bidder.

The successful bidder will be required to furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in the amount of one hundred percent (100%) of the contact sum. Execution of the Contract by the Village is contingent upon receipt of acceptable Performance and Payment Bonds and Insurance Certificates.

The Village reserves the right to require of any bidder, such information necessary to satisfy the Village of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

The successful bidder will be required to execute a contract in the form prescribed by the Village and must certify that the bidder is eligible to enter into public contracts under the Illinois Criminal Code, has a written sexual harassment policy and complies with Illinois Department of Revenue policies regarding taxes by executing the Certification attached hereto as "**Exhibit A**" and made a part hereof.

Bidders will be required to comply with all applicable laws including those relating to the employment of labor and the Illinois Prevailing Wage Act and payment of the applicable prevailing wage.

This contract will be awarded without discrimination in compliance with all applicable local state and federal laws.

Responsibility of the bidders will be determined by factors in addition to financial responsibility, such as past records of its or other entities' transactions with the Village of Western Springs, experience, ability to work cooperatively with the Village and its Administration, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations, such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

## Proposal

TO: Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, IL 60558

RE: 2025 Streetlight Painting RFB

1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.
3. The undersigned further understands and agrees that if this proposal is accepted, the undersigned is to furnish and provide all necessary equipment, machinery, tools, apparatus and other means of maintenance, and to do all of the work and perform all the services, and to furnish all of the materials specified in the bid documents in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
4. The undersigned further agrees to execute an Agreement for this work and present the same to the Village within seven (7) days after the date of notice of the award of the Agreement to the Contractor.
5. The undersigned further agrees that he and his surety will execute and present within seven (7) days after the date of notice of the award of Agreement the performance and labor and materials payment bonds in a form satisfactory to the Village of Western Springs, in the amount of one hundred percent (100%) of the contract sum guaranteeing the faithful performance of the work in accordance with the terms of the bid documents.
6. The undersigned further agrees to be available to begin work and complete work, respectively, between **September 1** and **October 31** and must be completed within 30 days of work commencements, as provided for in the Agreement, unless otherwise agreed to by the Village, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure the providing of specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit and according to the maintenance schedule is an essential part of the Agreement.
7. This proposal is accompanied by a bid bond, bank draft or certified check complying with the requirements of the specifications and directions, made payable to the "Village of Western Springs, Illinois". The amount of the bid security

is Five Hundred (\$500.00) Dollars. If this proposal is accepted and the undersigned shall fail to execute an Agreement and said security as required herein, it is hereby agreed that the amount of the bid bonds shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Agreement or provide the required performance and payment bonds; otherwise said bid security shall be returned to the undersigned pursuant to the bid documents.

ATTACH BID SECURITY HERE

8. The undersigned submits herewith a schedule of prices covering the work to be performed under this Agreement; the undersigned must show in the schedule the prices for which the undersigned proposed to perform.
9. The undersigned further declares to have carefully examined this proposal, the specifications and directions, the Agreement, the legal notice, and special provisions (if any), and to have inspected in detail the site of the proposed work and is familiar with all of the local conditions affecting the Agreement and the detailed requirements of service and understands that in making this proposal waives all right to plead any misunderstanding regarding the same.

08/06/2025

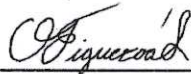
Date

GO PAINTERS INC.

Proposed Contractor (Bidder)

EDGAR FIGUEROA

Witness



## **Bid Schedule**

### **Contact Information**

All questions concerning this Request for Bids shall be directed to Diana Puga at dpuga@wsprings.com. Proposals must be submitted in a sealed envelope clearly marked with the title, and opening date on the outside of the envelope, (2025 Streetlight Painting RFB) and Bidder's name as follows: Village of Western Springs, Village Hall, Western Springs, IL 60558.

### **Anticipated Bid Schedule**

The Village expects to adhere to the following time schedule, but may extend the time schedule for any reason, with or without advance public notice.

Issue RFB	Thursday, July 24, 2025
Bids Due Date	10:00 AM on Thursday, August 7, 2025
Village Board Selection of Qualified, Responsive Bidder	Monday, August 18, 2025
Begin Contract	September 2025

### Schedule of Bid Prices

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES COVERING THE WORK TO BE PERFORMED UNDER THIS CONTRACT

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. This proposal shall remain in force and effect for a twelve (12) month period from start date.

<u>Unit Price</u>	<u>Number of Streetlights</u>	<u>Unit Extended Price</u>
\$ 265.00 (per streetlight)	50	\$ 13,250.00

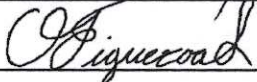
***\*Unit price should include cost of labor, priming and painting materials***

Please note, the Village reserves the right to increase or decrease the number of streetlights to be painted.

Name of Bidder: GO PAINTERS INC.

Address: 500 N. 6th AVENUE.MAYWOOD IL. 60153

Telephone No. 773-799-6590 Fax No. \_\_\_\_\_

Signature: 

Name and Title: (Please Print) EDGAR FIGUEROA . SECRETARY

Date: AUGUST 6TH. 2025

## References

Name of Organization: Village of Western Springs

Year of Contract: 2023 & 2024

Contact Name: Diana Puga

Telephone No: 708.784.2824

Email Address: dpuga@wsprings.com

Name of Organization: ELK GROVE VILLAGE450

Year of Contract: 2023 & 2025

Contact Name: Bryan Grippo

Telephone No: 847.734.8048

Email Address: BGrippo@elkgrove.org

Name of Organization: Village of Huntley

Year of Contract: 2022, 2023, 2024 & 2025

Contact Name: Peter D'Agostino

Telephone No: 847-515-5275

Email Address: PDAgostino@huntley.il.us

Name of Organization: City of Highland Park

Year of Contract: 2017 to 2025

Contact Name: Tony Ferrari

Telephone No: 847.404.4934

Email Address: tferrari@cityhpil.com

Name of Organization: Village of Libertyville

Year of Contract: 2022, 2023 & 2024

Contact Name: Michael R. Brady

Telephone No: 847-918-2071

Email Address: mbrady@libertyville.com

## Special Provisions

The undersigned ("Contractor") agrees to furnish to the Village of Western Springs, an Illinois municipal corporation, hereinafter referred to as the "Village", **Streetlight Painting** conforming to the terms and conditions set forth herein.

### Scope of Work

Priming and painting of Village-owned 14' streetlights. The contractor shall provide all labor, equipment, and materials to prime and paint streetlights.

### Volume/Estimated Quantity

The quantities identified herein are estimate quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

### Surface Preparation

The contractor shall hand tool clean removing as much loosely adhered coating and all surface rust. The Contractor shall be responsible for removing all stickers, tape, etc., as part of the preparation process.

### Prime and Paint

The Contractor shall paint all streetlights using one (1) coat of Rust Oleum V7400 Universal Metal Primer (off-white) or approved equivalence, if approved by the Director of Municipal Services or their designee, pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply one (1) finish coat of Rust Oleum V7400 Black or approved equivalence, pursuant to the manufacturer's specification for complete coverage.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray streetlights on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint

application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Streetlights shall not be left unprimed for any period of time after prepping. After application of the primer coat and/or topcoat of paint, the contractor shall place signage on or around the streetlight indicating that there is wet paint. After the primer coat and topcoat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Municipality before use.

#### Scheduling of Work

The contractor shall schedule all work with the Municipal Services Director or their designee. The painting streetlights will be done during regular business hours. All streetlights identified by the Municipality shall be primed and painted within 60 (sixty) days of NOTICE TO PROCEED.

#### Site Preparation and Protection

The contractor shall place a protective barrier at the base of each streetlight. A protective enclosure shall be placed on top of the barrier at the base and around the streetlight to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow the contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, at the request of the contractor to ensure access to the streetlight for the contractor and minimize any damage to vehicles.

If necessary, the Municipality will allow the contractor to barricade spaces in public areas to ensure access to the streetlight for the contractor and minimize or eliminate any potential damage to vehicles.

#### Site Clean-Up

The contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after the painting has been completed.

#### Damage to Parkway

Damage to the parkway caused by the contractor shall be repaired by the contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

#### Damage to Private Property

The contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Municipal Services Department on the day of occurrence. Any damages shall be repaired at the contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Municipality).

Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

Schedule

The undersigned agrees that all work for the contract shall be performed between **September 1** and **October 31** as provided for in the Agreement and must be completed within 30 days of work commencement.

Safety Data Sheets (SDS)

The contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by each Municipality. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by a Municipality that the workmanship is not sufficient to the Municipality's standards, the Contractor shall return and repair to the satisfaction of the Municipality at no additional cost to the Municipality.

Each Municipality shall be the sole determiner of what constitutes satisfactory workmanship for their Municipality.

Workzone Safety and Property Protection

The contractor shall be responsible for all work zone safety including proper traffic control when necessary. The contractor shall also be responsible for ensuring private property is not damaged while performing the work.

## GENERAL SPECIFICATIONS

### Acceptability of Work

The Village of Western Springs will be sole and final judge of the acceptability of the work to be performed and the services to be rendered under the terms of the Agreement.

### Applicable Laws and Regulations

The Vendor agrees to comply with the following laws and to assist the Village in complying with the following laws: the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and all rules and regulations issued pursuant to the Act. All applicable provisions of Federal, State and local laws, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Vendor agrees to comply with all applicable Federal laws and State laws and regulations including, but not limited to, the Illinois Prevailing Wage Act and such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Vendor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and Federal and State statutes, and the Vendor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Vendor in all its contracts and agreements with any of its subcontractors. The Parties agree that the most recent of such State and Federal requirements will govern the administration of this Contract at any particular time. Likewise, new State and Federal laws, regulations, policies and administrative practices may be established after the date that this Contract has been executed and may apply to this Contract. The Vendor agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Vendor shall be immediately forwarded to the Village. Further, the Vendor certifies that:

- A. The Vendor is the only person/entity interested in the above Contract as the sole principal named herein and that no other person/entity than herein mentioned has any interest in the Contract to be entered into; that this Contract is made without connection with any other person, company or parties submitting qualification information; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
- C. The Vendor is not barred from contracting with any unit of the State of Illinois or local government, such as the Village, as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.
- D. The Vendor complies with the Illinois Drug Free Work Place Act.
- E. The Vendor complies with the Equal Employment Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights.

- F. The Vendor complies with the Americans with Disabilities Act.
- G. The Vendor states that any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable Federal, State and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
- H. The Vendor also agrees to require any subcontractor doing work under this Contract to agree to adhere to the requirements of this Contract.

#### Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the Village of Western Springs.

#### Authority

The Village, as a non-home rule Illinois Municipal Corporation, has the authority to enter into this Contract pursuant to the statutory authority and contracting powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/) and the Illinois Municipal Code (65 ILCS 5/).

#### Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Village of Western Springs upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

#### Bonds

If required, Bonds required to guarantee performance and payment for labor and material for the Work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the Work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

#### Change in Scope of Work

The Village of Western Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the work or of the Contractor's services has

been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract approved by the Village Board and the Contractor.

If the Contractor believes that any particular work is not within the scope of contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village Manager in writing of this belief. If the Village Manager believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

Where change orders, or a series of change orders, authorize or necessitate an increase or decrease in either the cost of the work totaling \$10,000 or more, or the time of completion of the work by thirty (30) days or more, a written determination must be approved by the Village Board and signed by the Village President or his designee stating that the circumstances necessitating the changes in performance were not reasonably foreseeable at the time the Contract was signed or, the change is germane to the Contract or the change order is in the best interests of the Village.

#### Collusion among Bidders

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. The Village of Western Springs may or may not, at its discretion, accept future bids for the same work from participants in such collusion.

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest.

Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two or more primary Contractors submitting a bid for the work.

#### Compliance with Freedom Of Information Act Requests

Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Contractor/Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor/Consultant's possession and to provide the requested

public records to the Village within two (2) business days of the request being made by the Village.

The Contractor/Consultant agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

The Contractor/Consultant acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act (See 5 ILCS 140/2.10)."

Compliance with Laws; Employment Discrimination

In the performance of its obligations pursuant to this Agreement, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.). In addition, the Contractor agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Contractor also agrees to require any contractor doing work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section. The Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, including the Illinois Prevailing Wage Act, and the Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Contractor in all its contracts and agreements with contractors and subcontractors for this program. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. The Contractor agrees to maintain full compliance with changing government requirements that govern or apply to its operation." In addition, the Contractor agrees to comply with the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to the Act, there shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Contractor hereunder. Any complaint of such discrimination received by the Contractor shall be immediately forwarded to the Village Manager.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act including the requirement that the Contractor have on file a written sexual harassment policy.

#### Contractor Personnel

The Village Manager shall, throughout the life of the contract, have the right of reasonable rejection and approval of employees or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects employees or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village in a timely manner and at no additional cost to the Village. The day-to-day supervision and control of the Contractor's employees and subcontractors is the responsibility solely of the Contractor.

#### Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State of Illinois.

#### Default Clause

A default shall occur under this contract if the Contractor or Village shall not comply with the terms of this contract. The following list is presented as an example only and does not include a listing of all events of default. Omission of an event does not indicate an intent to excuse such an event as an event of default. Examples are, if the Contractor fails to begin work on the date set forth in the contract (unless the Contractor and Village shall agree in writing to a delay in the start of performance), if the Contractor fails to diligently and consistently perform the work once the contract has started (including but limited to, failing to provide enough properly skilled workers; to supply proper material; to make proper payments to subcontractors, or for materials or labor), or otherwise is guilty of a substantial violation of the contract or specifications, then the Village may declare that a default exists under the contract. The Village shall specify the nature of the default in a written notice mailed to the Contractor or delivered to its employee or agent. Upon receipt of said notice, the Contractor shall be liable and shall pay the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day until the default is corrected. The liquidated damages for default are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work off the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of  
 Default Original Contract Amount from  
 more than to and including calendar day

\$0	\$25,000	\$300
\$25,000	\$100,000	\$375
\$100,000	\$500,000	\$550
\$500,000	\$1,000,000	\$725
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$3,000,000	\$1,100
\$3,000,000	\$5,000,000	\$1,300
\$5,000,000	\$7,500,000	\$1,450
\$7,500,000	And over	\$1,650

If such default is not corrected within seven (7) days after receipt of the notice, the Village may terminate the Contractor's rights under the contract and complete the work by whatever method the Village deems is appropriate. Upon the termination of the contract, the Contractor agrees to promptly and completely remove all equipment and materials from the job site with no damage to the improvements in place and to return all keys to Village buildings, and all employee security passes. In the case of a default, the Contractor shall not be entitled to receive any further payments until the work under the contract has been completed.

Delay

Contractor shall perform the work of this contract expeditiously in cooperation with the Village, its agents, employees and other Contractors and subcontractors. Contractor shall make no claim against Village, and no claim shall be allowed for any damages which may arise out of any delay caused by Village, its agents, employees or other Contractors or subcontractors. Contractor's sole remedy for delay from the Village shall be an extension in the Contract Time.

Entire Agreement

This Contract and its Exhibits contain the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Contract embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations or memoranda relating to the subject matter stated herein are being merged herein and replaced hereby. This Contract may be modified or amended only by the mutual consent of the Parties and any such modification or amendment must be in writing, signed by the Parties and duly executed, otherwise it is void.

### Exceptions

Bidders taking exception to any part or section shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

### Expenses Incurred in Preparing Bid

The Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

### Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Village, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other legal remedies that the Village may have.

### Guaranty, Warranties and Representations

- A. The prices for the goods, supplies, equipment and/or services are based on the Vendor's standard pricing schedule, are commercially reasonable and competitive prices for the industry, are not artificially inflated, and do not contain any premium or hidden charges, commitments or other undisclosed obligations.
- B. All Work shall be performed in a good workmanship manner consistent with industry standards and in accordance with the manufacturers' specifications and instructions.
- C. It will exercise the due care and diligence generally associated with the delivery and installation of the goods, supplies, equipment and/or services being provided under this Contract. Due care and diligence shall be applied to all phases of the Vendor's Work.
- D. It is authorized to sell and install the goods, supplies, equipment and/or services.
- E. The goods, supplies, equipment and/or services are of a good quality, fit for their intended use and purpose, and all express or implied warranties of any kind, including the warranty of merchantability, are in full force and effect and have not been waived.
- F. It shall transfer all third party product warranties and guaranties relative to the goods, supplies, equipment and/or services.
- G. In addition to any other third party warranty or guaranty, the Vendor shall provide a minimum one (1) year guaranty relative to any equipment and its components. In the event the Vendor's Invoice/Purchase Order provides for a longer guaranty, the longer guaranty shall control.
- H. The Vendor shall maintain a current, valid Village business license, and the Vendor shall post with the Village and keep on file and in force for the duration of this Contract a contractor's license bond in the amount required by the Village Code.
- I. A written statement containing guaranty for a minimum of one (1) year after final payment or longer for all material and workmanship must be furnished with the bid.

#### Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, actions, liabilities of any kind, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, judgments, cost and expenses, which may in anyway accrue against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, arising in whole or in part or as a consequence of the performance the contract or any part of the work by the Contractor, its employees, agents, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as herein provided.

#### Independent Contractor

The Vendor is retained by the Village only for the purposes and to the extent set forth in this Contract, and the Vendor's relationship to the Village shall, during the term of this Contract and period of its Work hereunder, be that of an independent contractor based on the following: (a) this Contract is a non-exclusive, independent contractor arrangement; (b) the Vendor, in its discretion, is free to set its schedule regarding the performance of the Work, provided such scheduling and performance of the Work results in the timely and efficient delivery of the Work without interruption of the Village's and its employees' ability to perform their functions and duties; (c) the Vendor will utilize a high level of skill necessary to perform the Work; (d) the Vendor shall not be considered as having Village employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable Federal, State, local and other taxes, income taxes or FICA taxes; (e) the Vendor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village; (f) the Vendor shall file all necessary tax returns (Federal, State, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession; (g) the Vendor is ineligible to file a claim for unemployment compensation benefits or for workers compensation

benefits against the Village and agrees not to file any such claims in the event this Contract is terminated or if it or any of its employees are injured performing any Work; (h) the Vendor agrees to assume all risk of death, illness and injury relative to performing any Work under this Contract; (i) the Vendor shall provide all of its own equipment required for the performance of the Work under this Contract; (j) the Vendor shall retain the right to perform services for others during the term of this Contract so long as the Work: (i) is not inconsistent or incompatible with the Vendor's obligations under this Contract; or (ii) does not violate any provisions of this Contract; (k) the Vendor and its employees shall maintain all applicable certifications, licensure and training as required for its area of expertise and promptly provide copies of such documents upon request by the Village; (l) this Contract shall not render the Vendor, or any its employees, an employee, partner, agent of, or joint venturer with the Village for any purpose; and (m) The Vendor shall comply with the Village's Non-Harassment / Discrimination Policy, a copy of which is incorporated herein by reference.

### Insurance Requirements

Contractor shall procure and maintain, for the duration of the contract, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

#### I. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers named as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

#### II. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- D. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

### III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

### IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

#### A. General Liability and Automobile Liability Coverages

- i. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as specifically listed additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- ii. The Contractor's insurance coverage shall be primary as respects the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers.
- iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- v. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Contractor shall be required to name the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.

**B. Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, trustees, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

**C. All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village Manager at the Village's principle office address.

**V. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

**VI. VERIFICATION OF COVERAGE**

Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Contractor's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits state above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

**VII. SUBCONTRACTORS**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**VIII. ASSUMPTION OF LIABILITY**

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

#### IX. NO PERSONAL LIABILITY

No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Vendor as the result of the execution of this Contract. Notwithstanding any provision in this Contract to the contrary, the operation of this Section 15 shall survive the termination of this Contract.

#### Law and Venue

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, maintenance and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

#### Non-appropriation

All funds for payment by the Village under this contract are subject to the availability of an annual appropriation for this purpose by the Village. In the event of non-appropriation of funds by the Village for the services provided under the contract, the Springs will terminate the contract, without termination charge or responsibility for or obligation to the Contractor or for damages or other liability, on the last day of the then-current fiscal year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the Village shall not be obligated under this contract beyond the date of termination.

#### Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Village of Western Springs in the form of addenda which shall be mailed to all those that have picked up bid specifications and be made available to the public.

#### Permits, Licenses

The Contractor shall procure and pay for all permits and licenses necessary for the performance of the work, and/or required federal, state, county, and Village regulations and laws.

### Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of corporate or private property. The Contractor is responsible for the damage or destruction of real or personal property resulting from neglect, misconduct or omission in his manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed, accepted, and the requirements of the specifications complied with as determined by the Village.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village may, after the expiration of a period of 48 hours after giving notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and, in addition to any other remedy, the cost thereof shall be deducted from any compensation due, or which may become due, under the contract.

### References

A list of current references for jobs of similar size and scope must be submitted and included with the bid. A minimum of five (5) shall be required. Please fill out reference sheet in the Schedule of Bid Prices section of this document.

### Renewal of Contract

Upon written agreement of both parties at least **THIRTY (30)** days prior to anniversary date of the contract, this contract may be renewed by the Village of Western Springs for a period of **FOUR (4)** successive one-year period(s) under the same prices, terms, and conditions as in the original contract.

### Responsibility for Work

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby;
- (b) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the side; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, maintenance or replacement in the course of work.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. The Contractor shall notify owners of adjacent utilities when performance of the work may affect them. All damage, injury or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the Village.

#### Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the Village of Western Springs or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of five years after final payment, or until they are audited by the Village, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Village, its designees, or other authorized bodies.

#### Severability

In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, and each such term and provision shall be valid and shall remain in full force and effect.

#### Smoking Policies

All Contractors, their subcontractors, employees and agents are required to abide by the smoking policies in effect in all municipal buildings owned, leased, or operated by the Village. Failure to abide by these regulations is a violation of this contract; and in addition may subject the violator to civil penalties as prescribed in State law.

#### Successors/Assigns

This Contract shall inure to the benefit of and shall be binding upon the transferees, assigns, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the parties hereto. This Contract and the obligations it impose upon the Contractor are not transferable by Contractor without the written consent of the Village, which may or may not be granted in its exclusive discretion.

#### Taxes, Benefits and Royalties

The Village of Western Springs is a public body and is exempt from all sales, excise and use taxes and the Village shall supply its sales tax number to the Contractor for its use where appropriate. Each payment by the Village to the Vendor includes all applicable

Federal, State and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Work, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use of, or the incorporation into, the Work of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Vendor.

#### Termination

If the contract is terminated by a default of the Contractor the Village shall pay the Contractor any amount due for actual, completed and accepted work, and the Village shall not be obligated to pay the Contractor any more money.

#### Unnecessarily Elaborate and Unresponsive Submittals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of responsiveness. Further, if the format of the bidder's submittal is prescribed in the bid documents and the bidder fails to follow that format, this may be construed as an indication of the bidder's lack of responsiveness.

#### Waivers of Lien

The Village requires for each application for payment a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanics' lien waivers and Contractor's sworn statements unless they are conditioned upon receipt of such waivers and statements.

If the rate of progress is satisfactory to the Village, payment requests will be submitted by the Vendor to the Village once a month during the progress of the Work for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Vendor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Village. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Vendor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by an affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

The Contractor will indemnify and save the Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Village's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Village may, after having notified the Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents.

The Village shall have the right to enter the premises for the purposes of doing work not covered by the contract. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damage work except such as may be caused by agents or employees of the Village.

## **Contractor's Drug-Free Workplace Certification**

Pursuant to Illinois Compiled Statutes, Chapter 30, Act 580 et. seq. ("Drug-Free Workplace"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (A) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) Abide by the terms of the statement; and
    - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or Contractor's policy of maintaining a drug-free workplace
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug violations.
- (C) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Illinois Compiled Statutes, Chapter 127, Act 580, Paragraph 5.

- (F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Illinois Compiled Statutes, Chapter 30, Act 580, Paragraph 6.

GO PAINTERS INC.  
Contractor

Date: 08/06/2025

Attest  EDGAR O. FIGUEROA

**Contractor's Certification Regarding  
Non-Payment of Compensation**

GO APINTERS INC hereby certifies that neither it nor any of its affiliated companies, nor any of its agents, employees or representatives offered or paid any type of compensation or commission to any third party, including any official of the Village of Western Springs, Illinois, to influence the Village of Western Springs.

GO PAINTERS INC.  
Contractor

DATED: 08/06/2024

ATTEST: 

EDGAR O. FIGUEROA

**EXCEPTIONS TO THIS BID (THIS PAGE MUST ACCOMPANY BID)**

GO PAINTERS INC.

**Exhibit A**

**Agreement**

This Agreement (the "Agreement") made this the \_\_\_ day of **August** in the year **2025** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, 60558 (the "Village") and \_\_\_\_\_ (the "Contractor"). The Village and the Contractor are at times referred herein, individually, as the "Party" and, collectively, as the "Parties".

The Village and Contractor agree as set forth below:

1. For the financial consideration hereinafter set forth, the Contractor agrees to furnish and provide and install all commercially necessary labor, materials, equipment and services and to do all other activities commercially required (the "Work") to complete the 2025 Streetlight and Painting RFB as set forth in the contract requirements, a copy of which is attached here to as exhibit 1 dated July 24, 2025 and as agreed to in the Contractor's Proposal dated August 7, 2025.
2. The Contractor agrees to commence the Work on **September 1**, and will officially, diligently, and expeditiously conduct the Work in a commercially reasonable manner so as to assure completion by **October 31**.
3. The Village shall pay the Contractor for the performance of the Work to complete 2025 Streetlight RFB a total dollar amount not to exceed XXXXXXX THOUSAND AND NO/100 DOLLARS (\$XXXXXXXX) in accordance with the Contractor's Proposal dated **August 7, 2025**, subject to further additions and deductions as may be agreed upon in accordance with the terms of the contract documents. Payment shall be made monthly however, the financial payments and any penalties associated with late payments due under the Contract shall be paid by the Village only in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/).
4. The Contractor represents and warrants that it will comply with the applicable state and federal laws concerning prevailing wage rates and all applicable state and federal laws and requirements concerning equal opportunities.
5. This Agreement shall consist of, incorporate and include each of the following contract documents, whether attached hereto or incorporated by reference herein:
  - A. Legal Notice (Advertisement for Bid) published on **July 24, 2025**.

- B. Instructions to Bidders dated **July 24, 2025**.
  - C. Contractor's Proposal dated **August 7, 2025**.
  - D. Contractor's bid bond submitted by \_\_\_\_\_  
in the amount of \$ \_\_\_\_\_ dated **August 7, 2025**.
  - E. General Specifications and all additional provisions **August 7, 2025**.
  - F. Contractor's Drug Free Workplace Certification dated **August 7, 2025**.
  - G. Contractor's Certification Regarding Non-Payment of Compensation dated **August 7, 2025**.
  - H. Exhibit B - Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
  - I. Exhibit C – Change Order Form
  - J. Required Performance and Payment Bonds provided by the Contractor.
  - K. Required Insurance Certificates provided by the Contractor.
  - L. Rider to Contract- General Conditions
6. Notice to Proceed With the Work. The Vendor shall commence work under this Contract upon issuance of written Notice to Proceed and the duration of the contract shall be one year or as otherwise stated with a completion date.
  7. Independent Contractor Status; Reporting. The Vendor is an IRS Form 1099 independent contractor and not an employee of the Village. To comply with the employer reporting requirements of Public Act 103-0343 (amendments to the Illinois Unemployment Insurance Act regarding the Directory of New Hires, 820 ILCS 405/1801.1), upon execution of this Contract, the Village shall submit the Vendor's name and required information to the Illinois Department of Employment Security.
  8. Effective Date. After this Contract has been signed by the Vendor, this Contract shall be deemed dated and become effective on the date that the Village President or the Village Manager signs this Contract.

All of the contract documents are a part of this Agreement as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the signatories below, pursuant to properly issued authority, have signed this Contract, which shall become effective on the date that the Village President or Village Manager signs this Contract.

Contractor:

Village of Western Springs

By: \_\_\_\_\_  
(Name and Title)

By: \_\_\_\_\_  
Heidi Rudolph, Village President

\*Corporate Seal of corporation

\*Village Seal

Attest:

By: \_\_\_\_\_  
(Name and Title)

By: \_\_\_\_\_  
Jill Izzo, Deputy Village Clerk

**Exhibit B**

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS  
BY THE CONTRACTOR**

I, EDGAR O. FIGUEROA, having being first

duly sworn, depose and state that I am the

SECRETARY AND PARTNER

(insert "sole owner "partner", "president", " other" proper title)


and the authorized agent of GO PAINTERS INC., which has submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the performance of work in relation to the 2025 Street Light painting Project in the Village of Western Springs, and certifies on behalf of said company as follows:

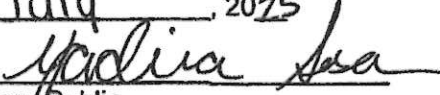
1. The company is not barred from contracting with the Village as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.
2. The company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full compliance with that Act.
3. The company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
  - a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
  - b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.
  - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
4. In compliance with the Veterans Preference Act (330 ILCS 55/).
5. In compliance with equal employment opportunities and, during the performance of the Agreement, the Contractor shall:
  - a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - b. If it hires additional employees in order to perform the Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department

of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

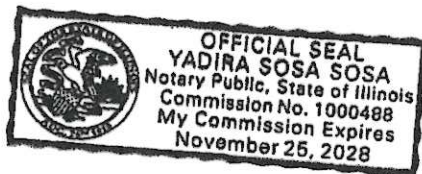
- c. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - d. Send to each labor organization or representative of workers, with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - e. Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - f. Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
  - g. Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.
6. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
  7. In agreement that, in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the VILLAGE, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. In compliance with the requirements of 30 ILCS 580/ (Drug Free Workplace Act).
9. The Contractor and its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Contractor certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

By:   
 Name: Edgar O. Figueroa  
 Title: Authorized Agent of Contractor

Subscribed and Sworn To  
 Before Me This 30 Day  
 Of July, 2025  
  
 Notary Public

Notary Public



**Exhibit C**

**CHANGE ORDER NO.:**

Owner:  
 Engineer:  
 Contractor:  
 Project:  
 Contract Name:  
 Date Issued:

Owner's Project No.:  
 Engineer's Project No.:  
 Contractor's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description:  
 Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ _____	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> this Change Order: \$ _____	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Accepted by Contractor

\_\_\_\_\_

\_\_\_\_\_

Approved by Funding Agency (if applicable)

\_\_\_\_\_

\_\_\_\_\_

# PHILADELPHIA INDEMNITY INSURANCE COMPANY

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

GO Painters, Inc.  
500 N 6th Avenue  
Maywood, IL 60153

**SURETY:** Philadelphia Indemnity Insurance Company: Pennsylvania Corporation

(Name, legal status and principal place of business)

One Bala Plaza  
Suite 100  
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

Village of Western Springs, Illinois  
740 Hillgrove Avenue  
Western Springs, IL 60558

**BOND AMOUNT:** Ten Percent (10%) of the Amount of the Bid or \$500.00 whichever is greater

**PROJECT:**

(Name, location or address, and Project number, if any)

2025 Streetlight Painting RFB

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August, 2025

Edgar Figueroa  
(Witness)

Christine Duise  
(Witness)

GO Painters, Inc. Fernando J.  
(Principal) (Seal)

(Title) OFFICER  
Philadelphia Indemnity Insurance Company

(Surety) [Signature]  
(Title) John D. Weisbrot, Attorney-In-Fact (Seal)



Printed in cooperation with the American Institute of Architects (AIA).  
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, MELISSA L. MCDADE, STEVEN M. VARGA OR NANCY NIGRO of Risk Strategies dba JW Bond Consultants, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

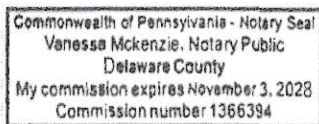


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Linwood, PA

My commission expires:

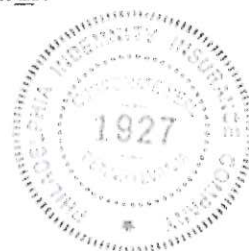
November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of August, 2025.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus**  
(in thousands, except par value and share amounts)

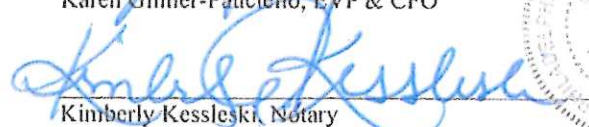
<u>Admitted Assets</u>	As of December 31,	
	2024	2023
Bonds (fair value \$9,153,035 and \$8,720,743)	\$ 9,774,560	\$ 9,263,769
Preferred stocks (fair value \$6,762 and \$8,060)	6,762	8,060
Common stocks (cost \$17,100 and \$18,727)	20,298	21,946
Mortgage loans	980,210	1,060,940
Real estate	45,943	21,033
Derivatives	3,552	-
Other invested assets (cost \$219,302 and \$201,673)	229,008	226,716
Receivables for securities sold	329	4,072
Cash, cash equivalents and short-term investments	176,533	147,539
Cash and invested assets	11,237,195	10,754,075
Premiums receivable, agents' balances and other receivables	1,166,132	1,108,771
Reinsurance recoverable on paid loss and loss adjustment expenses	63,067	57,589
Accrued investment income	94,377	93,350
Receivable from affiliates	6,240	7,123
Federal income taxes receivable	8,824	-
Net deferred tax assets	168,818	162,612
Other assets	19,448	11,103
Total admitted assets	\$ 12,764,101	\$ 12,194,623
<u>Liabilities and Capital and Surplus</u>		
Liabilities:		
Unpaid loss and loss adjustment expenses	\$ 6,059,913	\$ 5,797,285
Unearned premiums	1,990,597	1,887,004
Reinsurance payable on paid loss and loss adjustment expenses	39,877	35,204
Federal income taxes payable	-	2,352
Ceded reinsurance premiums payable	183,308	152,393
Commissions payable, contingent commissions and other similar charges	310,107	298,124
Funds held	147,288	96,542
Payable to affiliates	20,596	20,862
Provision for reinsurance	78	295
Payable for securities purchased	9,021	12,957
Accrued expenses and other liabilities	54,505	62,438
Total liabilities	8,815,290	8,365,456
Capital:		
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
Surplus:		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	3,558,240	3,438,596
Total surplus	3,944,311	3,824,667
Total capital and surplus	3,948,811	3,829,167
Total liabilities and capital and surplus	\$ 12,764,101	\$ 12,194,623

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:

Commonwealth of Pennsylvania - Notary Seal  
 Kimberly A. Kessleski, Notary Public  
 Montgomery County  
 My commission expires December 18, 2028  
 Commission number 1245769  
 Member, Pennsylvania Association of Notaries

  
 Karen Gilmer-Pauciello, EYP & CFO

  
 Kimberly Kessleski, Notary



Sworn to before me this 3<sup>rd</sup> day of June 2025.

Contractor	Unit Price	Unit Extended Price (As Read)	Unit Extended Price (As Calculated)
Go Painters	\$ 265.00	\$ 13,250.00	\$ 13,250.00
Lookswell Painting Inc	\$ 325.00	\$ 16,250.00	\$ 16,250.00
Tiles in Style DBA Taza Construction	\$ 995.72	\$ 49,786.23	\$ 49,786.00
Futurity 19, Inc	\$ 1,019.20	\$ 50,960.00	\$ 50,960.00
Mazarini Inc	\$ 1,441.25	\$ 72,062.40	\$ 72,062.50



## AGENDA ITEM SUMMARY

### PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: August 12, 2025

#### AGENDA ITEM D.2.

**To:** Properties and Recreation Committee

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager, John Mastandona, Director of Finance

**RE:** 2025 Streetscape and Beautification Project

---

#### **Recommendation**

Consider a recommendation to advance for review and discussion the approval of the purchase of benches, garbage cans, and bike racks within the TIF District.

#### **Summary**

The Village has identified various locations within the Central Business District (CBD) for the replacement or installation of new benches, garbage cans, and bike racks for 2025 as part of a separate follow-up project to the 2024 Burlington Avenue Streetscape and Watermain Improvements. The project calls for the purchase and installation at the following locations:

#### **Burlington Avenue: Wolf Road to Grand Avenue**

- 7 Benches
- 6 Garbage Cans
- 5 Bike Racks (at two locations)

#### **West Train Platform**

- 4 Garbage Cans

#### **Hillgrove Avenue: Woodland Avenue to Howard Avenue**

- 4 Garbage Cans
- 6 Benches

The bench, garbage can, and bike rack designs are identified in the 2016 Downtown Revitalization and Refinement Project design guidelines. The Village is requesting a waiver of the bid as the purchase of the items will be direct from the manufacturer, Thomas Steele/Madrax. Village staff are currently obtaining final pricing information from the

manufacturer. The final quote for the benches and garbage cans is \$37,503.26 and the pre-final estimate for bike racks is \$1,227.00, bringing the total to \$38,730.26.

The Burlington Avenue Streetscape project received a deductive change order earlier this year, allowing for additional TIF Funds to cover the replacement of all three item categories for 2025.

**Financial Impact**

Account 5201395 55154  
Fund Downtown North TIF District  
2025 Budget \$0  
Project Cost \$38,730.26

**Recommended Motion**

I move to recommend to the Village Board the approval of the purchase of benches, garbage cans and bike racks within the TIF District.

**Strategic Plan Alignment**

- Infrastructure Improvements
- Economic Development

**File Attachments**

1. Proposed CBD Bench Replacement Locations
2. Downtown-Revitalization-Refinement-Project---2016-PDF



Legend	
<b>Garbage Cans</b>	<b>CBD Bench Locations</b>
Type	Type
● Double	■ Backed
● Single	■ Flat
	● Bike Rack



# Village of Western Springs

## Downtown Revitalization Refinement Project

June 27, 2016



# Metal Bench



## Description

Carnival Armless Bench by Thomas Steele (CRBA-5)  
Length: 5-foot  
Color: Black with E-Steele finish  
Mounting: Surface mount with stainless steel hardware

## Location

Active Zones near pedestrian crosswalks and in locations to visually discourage vehicles.  
Progressive Zones as shown on plan

## Comments

Surface mount with s. steel fasteners.

# Stone Bench



## Description

Lannon dolomitic limestone by Halquist Stone  
Classification: Class 3  
Finish: Rock-faced on vertical faces  
Saw-cut on bottom face  
Honed finish on top face with chamfered edges

## Location

South side of Hillgrove Avenue along walkway between Lawn Avenue and Wolf Road for seating. The stone bench is to be utilized as an alternative to a metal bench where short term seating is desired and the natural character of the stone complements the context.

## Comments

Hone seating surface and chamfer top edges. Set level to grade utilizing an aggregate drainage base.

# Bollard



## Description

R-7539 Decorative Bollard and R-7539-B Bike Bollard by Reliance Foundry  
Material: Ductile iron  
Color: Black Textured

## Location

Place in areas to visual obstruct vehicular traffic and provide a sense of security to Progressive zone - Temporary bollards are to be located on Hillgrove Avenue at Grand Avenue and Lawn Avenue (see plan) to prevent vehicle traffic from entering the Woonerf area during events. Black PVC coated chain can be used should a further barrier be desired as a deterrent method.

## Comments

Provide security bollards if crash prevention is the objective.  
Provide removable bollards when temporary placement is desired.  
Use bollard with bike rack option if bollards may also have room to accommodate bike parking.

# Litter Receptacle



## Description

Carnival Dual Litter Receptacle by Thomas Steele (CRTR2-32-DOOR)  
Color: Black with E-Steele finish  
Lid: Hinged dome lid  
Liner: LIN-32 liner

## Location

Active, Progressive and Transition zone corner intersections along Hillgrove Avenue and Burlington Avenue

## Comments

No mounting is required.

# Specialty Seating



## Description

Vista Chair by Forms + Surfaces  
Color: Black Texture Powdercoat

Column Table by Forms + Surfaces  
Color: Black Texture Powdercoat

## Location

Adjacent to a commercial business that desires seating for patrons.  
Directly in front of business, limit to the street facing width of the building.

## Comments

Do not obstruct the flow of pedestrians along walkway- place specialty seating to allow adequate room for pedestrian travel between dining area and business facade on walkway.

# Specialty Items



## Description

Temporary and permanent installations for visual and activity stimulation.  
Infrastructure to support activities: electrical power and distribution requirements

## Location

Artwork within 'perennial areas' at corners and mid-block raised planters.  
Tower Green improvements: increase power supply for special events, refurbish walkway lighting, grading and drainage structures to improve lawn area drainage.  
Hillgrove Avenue immediately south of the Tower Green as a Woonerf

## Comments

During workshops the conclusion reached that the Tower Green lawn area should not be compromised by additional paving which consumes the existing lawn areas. Therefore, recapturing the street as an extended plaza (Woonerf) for those activities that need a stable hard surface, became the desired direction. Design of the hard surface plaza area needs to be pedestrian friendly and permit vehicles to move through the space, yet able to separate pedestrians from vehicles to maximize safety during events. Updated infrastructure needs to be provided to address the future electrical and drainage considerations.

Examples of temporary activities which the Woonerf would accommodate are; Farmer's Market, car cruise night, food trucks, children's art festival and those events that currently occur on Hillgrove Avenue south of the Tower Green. Additional examples are picture on the inner cover of this report.



## AGENDA ITEM SUMMARY

### PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: August 12, 2025

#### AGENDA ITEM D.3.

**To:** Properties and Recreation Committee

**From:** Diana Puga, Municipal Services Coordinator

**CC:** Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager

**RE:** Public Works Entrance Gate - Deductive Change Order No. 1

---

#### **Recommendation**

Consider a recommendation to approve deductive Change Order No. 1 for the Public Works Entrance Gate.

#### **Summary**

On October 28, 2024, the Village Board approved Resolution No. 24-2847, for the installation of the Public Works Entrance Gate.

The original proposal, by Robe, Inc., included the installation of the access gate, as well as security systems for the gate. After further consultations with the IT department, staff determined an alternate vendor, Verkada, offered a security system that better met the needs of Village and would align with future IT projects.

The removal of the installation of the security access and labor from the scope of work decreased the total cost for the project from \$122,150.98 to \$106,498.08, a reduction of \$14,652.90.

#### **Financial Impact**

Account	4104310 62010
Fund	Capital - Land Improvements
2025 Budget	\$125,000
Project Cost	\$106,498.08

#### **Recommended Motion**

I move to recommend to the Village Board approving deductive Change Order No. 1 for the Public Works Entrance Gate.

#### **Strategic Plan Alignment**

None.

## **File Attachments**

1. Public Works Entrance Gate - Proposal Credit
2. CHANGE ORDER NO 1. - PUBLIC WORKS ENTRANCE GATE

## Work Order Signature Document

**Contract No.:IL-R1-GC-122122-ROB**

New Work Order

Modify an Existing Work Order

Work Order #: 129504.01 Work Order Date: \_\_\_\_\_

Owner PO No: \_\_\_\_\_

Title: Village of Western Springs - Public Works Entrance Gate Credit Supplemental

Owner Name: SOURCEWELL - ILLINOIS - Village of Western Springs Contractor Name: Robe Inc

Contact: \_\_\_\_\_ Contact: Sean White

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

### Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No IL-R1-GC-122122-ROB.

Brief Work Order Description:

Village's security contractor handled the security portion of the work. Robe issuing a supplemental work order to reflect the portion of the project not completed per original work order document dated 8/20/24.

**Work Order Firm Fixed Price: (\$14,652.90)**

Owner Purchase Order Number:

### Approvals

\_\_\_\_\_  
Owner Date

*Sean White* 7/31/2025  
\_\_\_\_\_  
Contractor Date

## Detailed Scope of Work

---

**Date:** 7/30/2025  
**Work Order #:** 129504.01  
**Title:** Village of Western Springs - Public Works Entrance Gate Credit Supplemental  
**Contractor:** Robe Inc  
**Contractor Number:** IL-R1-GC-122122-ROB  
**Job Order Value:** (\$14,652.90)

---

**Location:** Village of Western Springs - Public Works Entrance Gate

**Brief Scope:**

The village's security contractor handled the security portion of the work. Robe issuing a supplemental work order to reflect the portion of the project not completed per original work order document dated 8/20/24.

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Dear Matthew Supert,

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work:

**Detailed Scope:**

The village's security contractor handled the security portion of the work. Robe issuing a supplemental work order to reflect the portion of the project not completed per original work order document dated 8/20/24.

**Requirements:**

Should you have any questions, please do not hesitate to contact me at 773.988.4519.

## Contractor Price Proposal Summaries - CSI

**Date:** 7/30/2025  
**Work Order #:** 129504.01  
**Title:** Village of Western Springs - Public Works Entrance Gate Credit Supplemental  
**Contractor:** Robe Inc  
**Contractor Number:** IL-R1-GC-122122-ROB  
**Job Order Value:** (\$14,652.90)

---

**Proposal Name:** Village of Western Springs - Public Works Entrance Gate Credit Supplemental  
**Proposal Value:** (\$14,652.90)

---

**To:** Project Manager  
**From:** Sean White  
Project Manager  
Robe Inc

CSI Section	LineTotal
01 - General Requirements	(\$7,842.13)
27 - Communications	(\$6,810.77)
<b>Grand Total:</b>	<b>(\$14,652.90)</b>

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal: 0.00**

## Contractor Price Proposal Details - CSI

**Date:** 7/30/2025  
**Work Order #:** 129504.01  
**Title:** Village of Western Springs - Public Works Entrance Gate Credit Supplemental  
**Contractor:** Robe Inc  
**Contractor Number:** IL-R1-GC-122122-ROB  
**Job Order Value:** (\$14,652.90)

**Proposal Name:** Village of Western Springs - Public Works Entrance Gate Credit Supplemental  
**Proposal Value:** (\$14,652.90)

CSI Number	Mod	UOM	Description	LineTotal										
<b>01 - General Requirements</b>														
1	01 22 16 00-0002	EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	(\$1,069.63)										
			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">Qty</td> <td style="width: 10%; text-align: right;">Unit Price</td> <td style="width: 10%; text-align: right;">Factor</td> <td style="width: 10%; text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">Installation</td> <td style="text-align: right;">(995.000 X</td> <td style="text-align: right;">\$1.00 X 1.0750</td> <td style="text-align: right;">(\$1,069.63)</td> </tr> </table>		Qty	Unit Price	Factor	Total		Installation	(995.000 X	\$1.00 X 1.0750	(\$1,069.63)	
	Qty	Unit Price	Factor	Total										
	Installation	(995.000 X	\$1.00 X 1.0750	(\$1,069.63)										
			<i>Contractor Notes: Alt Add to base bid for UPS for Access Control Workstation</i>											
2	01 22 16 00-0002	EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	(\$6,772.50)										
			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">Qty</td> <td style="width: 10%; text-align: right;">Unit Price</td> <td style="width: 10%; text-align: right;">Factor</td> <td style="width: 10%; text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">Installation</td> <td style="text-align: right;">(6,300.0 X</td> <td style="text-align: right;">\$1.00 X 1.0750</td> <td style="text-align: right;">(\$6,772.50)</td> </tr> </table>		Qty	Unit Price	Factor	Total		Installation	(6,300.0 X	\$1.00 X 1.0750	(\$6,772.50)	
	Qty	Unit Price	Factor	Total										
	Installation	(6,300.0 X	\$1.00 X 1.0750	(\$6,772.50)										
			<i>Contractor Notes: Alt Add to base bid for long range Reader</i>											
<b>Subtotal for 01 - General Requirements:</b>				<b>(\$7,842.13)</b>										
<b>27 - Communications</b>														
3	27 51 17 00-0009	EA	Surface Or Flush Wall Mount Audio/Video Door Station (Aiphone IX-DVF)	(\$3,063.51)										
			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">Qty</td> <td style="width: 10%; text-align: right;">Unit Price</td> <td style="width: 10%; text-align: right;">Factor</td> <td style="width: 10%; text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">Installation</td> <td style="text-align: right;">(2.000) X</td> <td style="text-align: right;">\$1,424.89 X 1.0750</td> <td style="text-align: right;">(\$3,063.51)</td> </tr> </table>		Qty	Unit Price	Factor	Total		Installation	(2.000) X	\$1,424.89 X 1.0750	(\$3,063.51)	
	Qty	Unit Price	Factor	Total										
	Installation	(2.000) X	\$1,424.89 X 1.0750	(\$3,063.51)										

CSI Number	Mod	UOM	Description	LineTotal
<b>27 - Communications</b>				
4	27 51 17 00-0014	EA	IP Video Master Station (Aiphone IX-MV)	(\$1,969.80)
			Qty Unit Price Factor Total	
			Installation (1.000) X \$1,832.37 X 1.0750 (\$1,969.80)	
5	27 51 17 00-0019	EA	Stainless Steel Surface Mount Box For AX-DVF (Aiphone SBX-AXDVF)	(\$534.94)
			Qty Unit Price Factor Total	
			Installation (2.000) X \$248.81 X 1.0750 (\$534.94)	
6	27 52 23 00-0022	EA	Local Receiver With Relay (110 Volt AC); LE9	(\$1,242.52)
			Qty Unit Price Factor Total	
			Installation (1.000) X \$1,155.83 X 1.0750 (\$1,242.52)	
<b>Subtotal for 27 - Communications:</b>				<b>(\$6,810.77)</b>
<b>Grand Total:</b>				<b>(\$14,652.90)</b>

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal: 0.00**

**CHANGE ORDER NO. 1:**

**Public Works Entrance Gate Project**

Owner: Village of Western Springs  
 Engineer:  
 Contractor: Robe, Inc  
 Project: Public Works Entrance Gate  
 Contract Name: Public Works Entrance Gate  
 Date Issued: 10/28/2024

The Contract is modified as follows upon execution of this Change Order:

Description: Decrease in Contract Price

Attachments:

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>  \$121,150.98</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
<b>[Increase] [Decrease]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ <u>  N/A</u>	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>  \$121,150.98</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
<b>Decrease</b> this Change Order: \$ <u>  \$14,652.90</u>	<b>[Increase] [Decrease]</b> this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>  \$106,498.08</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Staff (if required)	Accepted by Contractor
By: <u>  Diana Puga</u>	_____
Title: <u>  Municipal Services Coordinator</u>	_____
Date: <u>  08/07/2025</u>	_____
_____	<u>  Approved by Funding Agency (if applicable)</u>
By: _____	_____
Title: _____	_____
Date: _____	_____



## AGENDA ITEM SUMMARY

### PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: August 12, 2025

#### **AGENDA ITEM E.1.**

**To:** Properties and Recreation Committee

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Project Update: Public Works & Recreation Fence Replacement

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#### **Recommendation**

None.

#### **Summary**

In April, the Village Board approved a contract with Classic Fence, Inc. for the replacement of the fence between the Public Works Garage and Recreation Center for an amount not to exceed \$52,334.00. The Village received notification from the contractor in early August that the supplier of the fence materials has closed their Illinois manufacturing facility and is in the process of moving to another state. It is unclear at this time when the manufacturer will be able to provide updated information on the start date for the project.

The original completion date for the project was September 28th. Additional updates regarding the project will be reported to the Committee once they become available.

#### **Financial Impact**

None.

#### **Recommended Motion**

None.

#### **Strategic Plan Alignment**

None.

#### **File Attachments**

None