



AGENDA

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026 at 7:00 PM

Village Board Room 740 Hillgrove Avenue, Western Springs, IL 60558

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Heidi Rudolph , Village President

Amy Avakian, Trustee

Nicole Chen, Trustee

Alan Fink, Trustee

Scott Lewis, Trustee

Karen Martin, Trustee

Phil Nawrocki, Trustee

4. Public Comment

5. Approval of Meeting Minutes

A. April 27, 2026 President and Board of Trustees meeting minutes.

6. General Government Committee Report (Trustee Chen)

A. (Discussion only) Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police (MAP) 456

7. Finance Committee Report (Trustee Martin)

8. Planning and Zoning Committee Report (Trustee Fink)

A. (Discussion only) Amanda Sutter – Request for a Temporary Use Permit for the 2026 Jolie Fashion Show Special Event

9. Public Works & Water Committee Report (Trustee Lewis)

A. National Public Works Week 2026 Proclamation (Omnibus Item)

B. (Discussion only) Waiver of the Bidding Process and Purchase of a Falcon Asphalt Hot Box and Recycler Trailer from Midwest Paving Equipment, Inc.

C. (Discussion only) Contract with Wachs Water Services for Valve Exercising and Condition Assessment Project

D. (Discussion only) Professional Services Agreement with Robinson Engineering for the 2026 Sanitary Sewer Televising Review

E. Overhead Sewer System (OSS) Cost Share Program - Additional Properties (Omnibus Item)

- F. [Previously discussed] Professional Services Agreement with Carollo Engineers for the Completion of an Iron Removal Pilot Study for the Water Treatment Plant (Omnibus Item)
- G. [Previously discussed] Change Order No. 1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project (Omnibus Item)
- H. [Previously discussed] Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance (Omnibus Item)
- I. [Previously discussed] Purchase of a Case 721 G End Loader from McCann Industries of Addison, IL — Sourcewell Cooperative Purchasing Contract # 011723-CNH and Bid Waiver (Omnibus Item)
- J. (Discussion only) 2026 Street Resurfacing and Utility Program (2025 Infrastructure Referendum Project)
- K. (Discussion only) 2026 Street Resurfacing and Utility Program Construction Engineering Agreement with V3 Companies (2025 Infrastructure Referendum Project)
- L. (Discussion only) Gilbert Avenue Phase II Design Engineering Agreement Amendment #1
- M. (Discussion only) Gilbert Avenue Phase II Design Engineering Agreement Amendment #1 - IDOT BLR 09110 Authorizing the use of MFT Funds

10. Properties & Recreation Committee Report (Trustee Nawrocki)

- A. (Discussion only) Surplus Declaration - Q2 2026

11. Public Health & Safety Committee Report (Trustee Avakian)

- A. (Discussion only) Revised Agreement Brycer L.P./Brycer Advisory Group, L.P./Inspections Reports Online.net Inc.

12. Consideration of and Action on Agenda Items

13. Explanation of Omnibus Voting Procedure

The Illinois State Statutes allow a municipality to collectively vote on a group of ordinances, resolutions, and other motions, such as awards of contract, appointments, etc. This is known as an omnibus vote. All the items contained on the omnibus vote list have been previously discussed by the President and Board of Trustees on at least one occasion, and often on several occasions. By placing them on the omnibus vote list, a single vote may be taken to approve them. A Trustee may remove any item from the list and have it discussed and voted on separately, prior to the omnibus vote. Is there any such request?

14. Consideration of an Omnibus Vote

- A. A motion to approve the April 27, 2026 President and Village Board of Trustees meeting minutes as read.
- B. A motion to proclaim May 17-23, 2026 as National Public Works Week and to urge all citizens to

join in activities, events, and ceremonies designed to pay tribute to Public Works professionals.

- C. A motion to approve the inclusion of additional properties in the Overhead Sewer Cost Share Program.
- D. Resolution No. 26-3002
A Resolution approving the waiver of the competitive bid process and authorizing the execution of a professional services agreement between the Village of Western Springs and Carollo Engineers of Madison, Wisconsin to perform an alternative filtration pilot study for an amount not to exceed \$214,464.
- E. Ordinance No. 26-3321
An Ordinance approving and authorizing the execution of Change Order No. 1 to the contract entered into with Baxter & Woodman, of Mokena, Illinois for an amendment to the Spring Rock Park combined sewer lining phase I and II engineering proposal increasing the price from \$66,100 to \$90,100.
- F. Resolution No. 26-3303
A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and Baxter & Woodman, Inc. of Mokena, Illinois for MS4/NPDES permit program assistance for an amount not to exceed \$14,000.
- G. Resolution No. 26-3304
A Resolution approving the waiver of the competitive bid process and authorizing the approval and execution of a contract with McCann Industries of Addison, Illinois for the purchase of one Case 721G End Loader and authorizing the expenditure of Village funds in the amount of \$225,261 to pay for the purchase of the end loader.

15. Second to Omnibus Motion/Discussion of Omnibus Motion/Roll Call Vote

16. New Business

17. Old Business

18. Reports

- A. Monthly Financial Report (Trustee Martin)
- B. Village President Rudolph
- C. Village Manager Baer
- D. Village Attorney Skrodzki

19. Closed Meeting (If needed)

20. 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, please email accommodations@wsprings.com or contact Jill Izzo at 708-246-1800, extension 127.

MINUTES OF THE VILLAGE OF WESTERN SPRINGS
PRESIDENT AND BOARD OF TRUSTEES REGULAR MEETING
Monday, April 27, 2026

President Heidi Rudolph, Presiding
Call to Order, 7:00 pm
Edward Tymick, Village Clerk

Board Members Present:

Amy Avakian
Nicole Chen
Alan Fink
Scott Lewis
Karen Martin
Phil Nawrocki

Absent:

None

Village Attorney Present:

Anne Skrodzki, Village Attorney

Staff Present:

Ellen Baer, Village Manager
Casey Biernacki, Deputy Village Manager
John Mastandona, Director of Finance
Heather Valone, Director of Community Development
Jeff Koza, Director of Engineering
Matt Supert, Director of Municipal Services
Sean Gilhooley, Director of Law Enforcement
Daisy Chavez, Assistant to the Village Manager
Jill Izzo, Deputy Village Clerk

Electronic Attendance:

None.

PLEDGE OF ALLEGIANCE

President Rudolph led the audience in the Pledge of Allegiance.

ROLL CALL

Roll call as noted above.

SWEARING IN OF PIPPIN THE COMFORT DOG

Sergeant AJ Hull introduced Pippin and talked about Pippin's training and service to the community. Village Clerk Tymick read an oath swearing in Pippin as the Police Department's official comfort dog.

PUBLIC COMMENT

None.

APPOINTMENTS

President Rudolph reported that the appointment of Martin Gavin to the Police Pension Board will be on tonight's omnibus.

President Rudolph reported that the reappointment of Michael Sorich to the Police Pension Board will be on tonight's omnibus.

APPROVAL OF MEETING MINUTES

The March 23, 2026 and April 13, 2026 President and Board of Trustees meeting minutes were approved as read.

GENERAL GOVERNMENT COMMITTEE REPORT (TRUSTEE CHEN)

Trustee Chen reported that the previously discussed Western Springs Business Association request for a special events liquor license and temporary use permit, as well as the MCI Metro Access Transmission Services license agreement and they are both on tonight's omnibus for approval.

FINANCE COMMITTEE REPORT (TRUSTEE MARTIN)

Trustee Martin reported that the Finance Committee previously discussed the approval of a three-year agreement with ClearGov and the authorization of an expenditure from the

Downtown North Tax Increment Financing District to pay for a portion of the Hillgrove Avenue Improvements project will be on tonight's omnibus for approval.

PLANNING AND ZONING COMMITTEE REPORT (TRUSTEE FINK)

Trustee Fink reported that the previously discussed 2026 Official Zoning Map which is done annually will be on tonight's omnibus for approval.

Trustee Fink also reported that the previously discussed bill of sale for the acceptance of public improvements completed by 4300 Franklin Western Springs, LLC related to the redevelopment agreement for the property at 4300 Howard Avenue, will be on tonight's omnibus for approval.

PUBLIC WORKS & WATER COMMITTEE REPORT (TRUSTEE LEWIS)

Trustee Lewis read the National Drinking Water Week Proclamation in its entirety to proclaim May 3-9, 2026 National Drinking Water Week and reported it will be on tonight's omnibus for adoption.

Trustee Lewis reported that the previously discussed proposal from V3 Companies for preliminary engineering of the significant roadway and streetscape improvements on Hillgrove Avenue will be on tonight's omnibus for approval.

Trustee Lewis reported that the previously discussed the Chirstopher B. Burke Engineering, Ltd. professional services agreement for design engineering services for the Safe Routes to School project will be on tonight's omnibus for approval.

Trustee Lewis reported that the previously discussed professional services agreement with HR Green, Inc. for Phase II design engineering services for the Phase 3 CY26-27 Lead Service Line Replacement program is on tonight's omnibus for approval.

Trustee Lewis reported that the previously discussed contract with Ferguson Waterworks for the purchase of water meters and accessories is on tonight's omnibus for approval.

Trustee Lewis reported that the previously discussed change order to the contract with Mauro Sewer Construction for 53rd Street and Flagg Creek Watermain Project related to landscape restoration is on tonight's omnibus for approval.

Trustee Lewis reported that the Public Works and Water Committee discussed and recommends a contract with Carollo Engineers to assist the Village in determining the best option to replace the current iron filtering system at Water Treatment Plant. The contract will be for an amount not to exceed \$214,464. Trustee Lewis reported that even though our current system is expected to last until 2033, it was classified as an operational risk due to limited local vendor support and long wait times for replacement parts.

Trustee Lewis reported that the Public Works and Water Committee discussed and recommends an amendment #1 in the amount of \$24,000 to the Spring Rock Park Phase I/II engineering agreement with Baxter & Woodman Engineering for the combined sewer lining and rehabilitation project. Trustee Lewis reported that a recent inspection of the sewer main revealed that more sections of the main must be replaced rather than lined.

Trustee Lewis reported that the Public Works and Water Committee discussed and recommends a professional services agreement for an amount not to exceed \$14,000 with Baxter & Woodman Engineering for MS4/NDPES permit program assistance which will assist the Village in compiling with Illinois EPA permit requirements.

Trustee Lewis reported that the Public Works and Water Committee discussed and recommends the purchase of a Case 721 G End Loader to replace a 2012 Case End Loader from McCann Industries through a Sourcewell cooperative purchase contract for an amount not to exceed \$225,261. Trustee Lewis indicated that procuring through Sourcewell ensures full compliance with competitive bidding requirements while leveraging nationally bid pricing.

PROPERTIES & RECREATION COMMITTEE REPORT (TRUSTEE NAWROCKI)

No report.

PUBLIC HEALTH & SAFETY COMMITTEE REPORT (TRUSTEE AVAKIAN)

Trustee Avakian reported that the previously discussed agreement between Oxcart Permit Systems, LLC and the Village of Western Springs will be on tonight's omnibus for approval.

CONSIDERATION OF AN OMNIBUS VOTE

Trustee Chen moved that the ordinances, resolutions and motions as contained on the meeting agenda for April 27, 2026, be adopted and/or approved under an Omnibus vote. Trustee Chen read the Omnibus in its entirety.

Omnibus:

A. Motion to approve the appointment of Martin Gavin to the Police Pension Board for a two-year term expiring April 27, 2028.

B. Motion to approve the reappointment of Michael Sorich to the Police Pension Board for a two-year term expiring May 1, 2028.

C. Motion to approve the March 23, 2026 and April 13, 2026 President and Board of Trustees meeting minutes.

D. Ordinance No. 26-3317

An Ordinance approving the creation of a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) liquor license for issuance to the Western Springs Business Association for the 2026 Gathering on the Green, Jammin’ In July and Winter Wonderland special events to be conducted on the Village Tower Green area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street and approving the related temporary use permit and license and indemnification agreement for the special events (Gathering on the Green: Friday, June 26, 2026; Jammin’ In July: Wednesday, July 8, 2026, Wednesday, July 15, 2026, Wednesday, And July 22, 2026; and Winter Wonderland: Saturday, December 5, 2026).

E. Resolution No. 26-2995

A Resolution approving and authorizing the execution of a renewal agreement of a right of way use license and optic cable agreement to be entered into between the Village of Western Springs and MCIMetro Access Transmission Services, LLC (MCIMetro/Verizon).

F. Resolution No. 26-2996

A Resolution waiving the competitive bid process in lieu of purchase from a sole source provider and approving and authorizing the execution of a vendor contract with ClearGov,

Inc. of Maynard, Massachusetts for the purchase of a ClearGov software subscription in an amount not to exceed \$38,567.50.

G. Ordinance No. 26-3318

An Ordinance approving an updated version of the Village of Western Springs Official Zoning Map pursuant to sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11- 12-6, 11-12-7 and 11-13-19) and section 10- 5-3 (Zoning Map) of the Western Springs Municipal Code.

H. Resolution No. 26-2997

A Resolution authorizing and approving a bill of sale for the acceptance of the completed public improvements as part of the Redevelopment Agreement by and between the Village of Western Springs, Illinois and 4300 Franklin Western Springs LLC for the demolition of church, abrogation of easement and restoration of 43rd Street right-of-way.

I. Motion to proclaim May 3-9, 2026 as National Drinking Water Week urging all citizens to help protect our source waters from pollution and practice water conservation.

J. Ordinance No. 26-3319

An Ordinance approving and authorizing the execution of an engineering services agreement with V3 Companies for Phase I engineering services and its Exhibit “1” – rider to engineering services agreement for the Hillgrove Avenue Improvements Project and authorizing certain expenditures from the Downtown North Tax Increment Financing District to pay for such services.

K. Resolution No. 26-2998

A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and Christopher B. Burke Engineering, Ltd. for engineering services related to the Safe Routes to School Sidewalk Infill Project in an amount not to exceed \$99,975.00.

L. Resolution No. 26-2999

A Resolution approving and authorizing the execution of a professional services agreement between the Village of Western Springs and HR Green, Inc. for the performance of Phase II design services related to the Phase III (cy 2026-27) Lead Service Line Replacement Program.

M. Resolution No. 26-3000

A Resolution authorizing the waiver of the competitive bid process in lieu of purchase from a sole source provider and approving and authorizing the purchase of water meters and accessories from Ferguson Waterworks, LLC, of Elgin, IL for a total amount not to exceed \$50,000.

N. Ordinance No. 26-3320

An Ordinance approving and authorizing the execution of Change Order No. 1 to the contract entered into with Mauro Sewer Construction Inc., of Des Plaines, Illinois for the repair of the watermain located at 53rd Street and Flagg Creek, increasing the contract price from \$344,350.00 to \$370,180.00.

O. Resolution No. 26-3001

A Resolution approving and authorizing the execution of a services agreement with Oxcart Permit Systems, LLC of Palatine, Illinois for the provision of permit application and processing services.

Trustee Nawrocki seconded to the motion.

Motion passed on a roll call vote.

Voting Aye: Avakian, Chen, Fink, Lewis, Martin, Nawrocki and President Rudolph

Voting Nay: None

REPORTS

Monthly Financial Report (Trustee Martin)

Trustee Martin introduced Director Mastandona who gave a summary of the 2026 March Financial Approval.

Trustee Martin made a motion to approve the financial report as presented.

Second by Trustee Lewis

Roll call vote:

Voting Aye: Avakian, Chen, Fink, Lewis, Martin, Nawrocki
Voting Nay: None.

Village President Rudolph

No report.

Village Manager Baer

Manager Baer reminded residents that this was the last week for renewal of parking permits. Manager Baer also discussed upcoming Memorial Day weekend events including the Tower Trot and Memorial Day parade. Manager Baer also mentioned that French Market starts May 6, 2026.

Village Attorney Skrodzki

No report.

ADJOURNMENT

Trustee Chen made a motion to adjourn.
Seconded by Trustee Nawrocki. Motion passed on a voice vote.

The meeting was adjourned at 7:28 p.m.

Submitted by:

Jill Izzo
Deputy Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 6.A.

To: Board of Trustees

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Sean Gilhooley, Director of Law Enforcement Services

RE: (Discussion only) Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police (MAP) 456

Recommendation

The General Government Committee reviewed this item at their meeting on May 4, 2026, but a final version of the agreement was not available at that time. Staff is recommending the Village Board consider the Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police Chapter 456, with a term of April 1, 2025, to March 31, 2028.

Summary

The proposed collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police (MAP) 456 is attached for your review and consideration.

MAP 456 represents five (5) Sergeants in the Department of Law Enforcement Services and the prior agreement expired on March 31, 2025. The proposed agreement has been ratified by the union and staff recommends that it be approved and ratified at the March 18, 2026 Board Meeting. Staff has prepared a summary of the changes in the draft agreement:

- Contract Term: April 1 2025 to March 31, 2028
- Inclusion of a Body Worn Camera Memorandum of Understanding
- Physical Fitness testing is now voluntary.
- Wage increases are as follows:
 - April 1, 2025 3.5 %
 - April 1, 2026 3.5 %
 - April 1, 2027 3.5 %
- Juneteenth Holiday is included as a personal day for existing Sergeants, and as a regular holiday for all future Sergeants.
- Holiday Pay language is adjusted so that all Sergeants hired in the future will receive the same holiday benefits as MAP 360. To achieve this, Sergeants will receive additional compensation outlined below:
 - \$1,000 Signing Bonus
 - April 1, 2026 0.5 %

- April 1, 2027 0.5 %
- Health Insurance language changed to allow the Village the ability to adjust the employee single premiums to up to 15%, starting January 1, 2027.
- Dental Insurance benefits equal to non-union employees.
- Sick Leave Benefit language included to require employees to provide at least two (2) weeks of notice and work their last day to receive the sick leave benefits.

Financial Impact

The FY2026 budget accounted for the wage increases proposed in this agreement.

Recommended Motion

I motion to recommend approval of the Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police Chapter 456, with a term of April 1, 2025, to March 31, 2028.

Strategic Plan Alignment

Organizational Development

File Attachments

1. DRAFT Agreement between the Village of Western Springs and MAP 456 (April 1, 2025 - March 31, 2028)

LABOR AGREEMENT

Between

VILLAGE OF WESTERN SPRINGS

And

**METROPOLITAN ALLIANCE OF POLICE,
WESTERN SPRINGS SERGEANTS CHAPTER #456**

Upon signing – March 31, 2028

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MEMORANDUM OF AGREEMENT

AGREEMENT

This Agreement is made and entered into by and between the Village of Western Springs (hereinafter referred to as the “Village”) and the Metropolitan Alliance of Police Chapter 456 (hereinafter referred to as the “Chapter”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition.

The Village recognizes the Chapter as the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of sergeant (hereinafter referred to as “officers,” “sergeants,” or “employees”), but excluding all sworn peace officers below and above the rank of sergeant any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 2. Chapter’s Duty of Fair Representation.

The Chapter agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Chapter further agrees to indemnify and hold harmless the Village from any and all

liability, including monetary damages, which result from any failure on the part of the Chapter to fulfill its duty of fair representation.

Section 3. Chapter Officers.

The Village recognizes the right of bargaining members to select Chapter officers. The Chapter shall provide the Director of Law Enforcement Services with the names of the Chapter officers. The Chapter President shall be deemed to be the Chapter's official spokesperson. The Chapter President shall not be permitted to conduct Chapter business during working hours without the specific advance approval of the Director of Law Enforcement Services or his designee.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color or national origin. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Notwithstanding the other provisions of this Agreement, the parties agree that the Village may take reasonable actions necessary to comply with the Americans with Disabilities Act. Nothing contained herein is intended to preclude a grievance alleging that an action by the Village is not necessary to comply with the Americans with Disabilities Act.

ARTICLE III

CHAPTER RIGHTS

Section 1. Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's last paycheck each month the uniform, regular Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Chapter, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Chapter may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted, The Village will forward the dues deducted to the person designated by the Chapter.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter in error on account of this dues deduction provision.

Section 2. Indemnification.

The Chapter shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of Section 1 of this Article, provided that the claim is not initiated or prosecuted by the Village. If it should be ruled by a court of competent jurisdiction that this indemnification

clause, or any part of it, is void as against public policy, then Section 1, Dues Deduction shall each become null and void and shall no longer be considered a part of this Agreement.

Section 3. Chapter Use of Bulletin Board.

The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-controversial nature, but only after such notices have been submitted to and approved by the Director of Law Enforcement Services or his designee for posting. Such approval shall be noted on the posting, along with the date it was approved and the period of time that the notice will be posted. Except as provided in this Section, there shall be no distribution or posting of Chapter materials of any kind on Village property.

Section 4. Access to Village Premises.

Duly authorized Chapter business representatives will be permitted reasonable access to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Director of Law Enforcement Services or his designee in a manner suitable to the Director of Law Enforcement Services or his designee and on each occasion will first secure the approval of the Director of Law Enforcement Services or his designee to enter and conduct their business as not to interfere with Village operations. If such approval is granted, the Director of Law Enforcement Services or his designee shall designate the area where such business is to be conducted and the period of time provided for such purpose. The Chapter will not abuse the privileges granted by this Section, and access to Village premises shall at all times be subject to general department rules applicable to non-employees.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the Chapter President and the Director of Law Enforcement Services or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Chapter President may invite other bargaining unit members (not to exceed two) to attend such meetings. The Director of Law Enforcement Services may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Director of Law Enforcement Services prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement. In the event that a covered employee elects to dispute his or her discharge by pursuing a grievance under the grievance and arbitration procedure of this Agreement, then that grievance shall advance directly to Arbitration.

Section 2. Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor (currently Deputy Chief), specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate non-bargaining unit supervisor (currently Deputy Chief) shall render a written response to the grievant within five (5) business days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Law Enforcement Services within five (5) business days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Law Enforcement Services, or his designee, shall investigate the grievance and, in the course of such investigation, the Director of Law Enforcement Services or his designee and other Village representatives (not to exceed two additional Village representatives) shall offer to discuss the grievance within five (5) business days with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If either party intends to bring an attorney to the Step 2 meeting, that party shall notify the other party in advance of the meeting. If no settlement of the grievance is reached, the Director of Law Enforcement Services, or his designee, shall provide a written answer to the grievant and the Chapter within five (5) business days following their meeting.
- STEP 3: If the grievance is not settled at Step 2 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager within five (5) business days after receipt of the Village's answer at Step 2.

Thereafter, the Village Manager or his designee and the Director of Law Enforcement Services or other appropriate individual(s) as desired by the Village Manager (not to exceed three) shall meet with the grievant and a Chapter representative and other appropriate individuals as desired by the Chapter representative (not to exceed three) within fifteen (15) business days of receipt of the Chapter's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Chapter within ten (10) business days following the meeting.

Section 3. Arbitration.

If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Village's written answer as provided to the Chapter at Step 3:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who shall be from Illinois, Wisconsin or Indiana with a business office in Illinois. Both the Village and the Chapter shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names and the other party shall then strike three (3) names. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- (f) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. The arbitrator shall have no authority to award monetary relief that is retroactive to any period of time more than fourteen (14) calendar days earlier than either the date on which the grievance was filed or the date on which the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. Time limits will be automatically extended if the supervisor or other person responsible for responding to a grievance is on vacation or is otherwise unavailable for four (4) weeks or less.

Section 6. Election of Grievance Arbitration for Discipline.

Prior to imposing discipline, the Chief of Police or the Chief’s designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee’s request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief’s designee will issue a Decision to Discipline, in writing, as to the proposed discipline (“Decision to Discipline”), to the affected employee and the Union. At the employee’s option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners (“BOFPC”), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form (“Election Form” attached as Appendix E). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The

Election Form shall be given to the officer by the employer, at the time the officer is formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Western Springs Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 1. No Strike.

Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, refusal to cross a picket line or any other intentional interruption or disruption of the operations of the Village, regardless

of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In such event, neither the affected employee or employees nor the Chapter shall have recourse to the grievance and arbitration procedure set forth in this Agreement.

Section 2. Responsibility of Chapter.

Should any activity proscribed in Section 1 of this Article occur, which the Chapter has or has not sanctioned, the Chapter shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Village in writing that such action is not sanctioned by the Chapter;
- C. Notify the employees, including written notification, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 3. Responsibility of Chapter Representatives.

All employees covered by this Agreement who hold a position of steward, or other position of authority and trust in the Chapter, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section 1 of this Article and to encourage any such employees to return to work.

Section 4. No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn sergeant in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission promotion list, with the sergeant higher on the list being the more senior.

Section 2. Probationary Period.

All newly promoted sergeants shall be considered probationary employees until they complete a probationary period of twelve (12) months of work. During an employee's probationary period the employee may be reduced in rank at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the reduction in rank of a probationary employee.

Section 3. Seniority List.

On or before January 1 each year, the Village will post a seniority list setting forth each employee's seniority date. In addition, the Village shall send a copy of the list to the Chapter. Unless the Village is advised in writing of any alleged error in the list within thirty (30) calendar days after the list is posted, the list shall be deemed binding on both the Chapter and all employees.

Section 4. Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.18).

Section 5. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given two (2) calendar weeks' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Director of Law Enforcement Services or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Law Enforcement Services or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non- probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff

Section 7. Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged and the separation is not reversed;
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to notify the Director of Law Enforcement Services or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of two (2) years; or
- (h) is absent for three (3) consecutive working days without authorization.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week or work cycle. It is the Village's intent that such changes will not occur frequently.

Section 2. Normal Workday.

The normal workday for employees shall be between eight (8) and twelve (12) hours, at the discretion of the Police Chief or his designee. The Police Chief shall identify the starting

time of the shift. An eight (8) hour workday will include two (2) paid 15-minute break periods and one (1) paid 30-minute meal break taken at times approved by the immediate supervisor. A twelve (12) hour workday will include two (2) 30-minute meal breaks and two (2) 15-minute breaks taken at times approved by the immediate supervisor. Employees remain subject to call during all break times and the fact that employees are not able to take said breaks as a result of calls or the assignment of other duties shall not result in the payment of any overtime, compensatory time or additional compensation.

Section 3. Normal Work Cycle.

The normal work cycle for employees covered by this Agreement shall be 28 days.

Section 4. Changes in Normal Workday or Normal Work Cycle.

The sergeants' work schedule shall be identified and made available to employees annually.

Should it be necessary in the Village's judgment to temporarily establish schedules departing from the normal workday, the normal work week or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours' advance notice of such change to all employees affected by such change.

Once the patrol sergeant schedule is established, the departmental patrol sergeant schedule/workday will only be permanently changed due to an emergency or identified operational need as determined by the Director (e.g., loss of manpower, multiple officers with sick/injured/leave status, civil emergency, lack of hiring list, unwillingness of officers to work overtime, significant change in staffing, reduction-in-force, more efficient service to citizens or other factors of a like magnitude). Should the Director of Law Enforcement Services or his designee, in his discretion, decide to change the normal work schedule/work day for patrol, the

Director of Law Enforcement Services, will generally provide, at minimum 14 calendar days' notice to the Union and, upon request of the Union, within five (5) calendar days, provide the Union an opportunity to discuss such changes, including alternatives, and the effect upon the employees.

The parties recognize that the normal workday and work week of an employee assigned to a specialty assignment necessarily varies depending on the needs of the Department and that from time to time it will be necessary to change with very little, if any, advance notice.

Section 5. Overtime Pay.

Employees shall be paid overtime at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all hours actually worked in a 14-day work period, except that paid vacation, compensatory time, personal time and time paid as PEDAs shall count as hours worked for payment of overtime purposes. The exception to the above would be if such time is used for non-work-related family medical leave when an employee has exhausted sick time.

Section 6. Court Time.

Employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of two hours' pay at time and one-half. For the purposes of this Section, a "court appearance" shall be defined as a required appearance arising out of an employee's official duties and responsibilities before a court, judge, justice, medical examiner or magistrate. Effective upon signing, unless otherwise established and approved by the Deputy Chief, employees shall be credited with thirty (30) minutes of travel time both to and from court, unless the travel time overlaps into the employee's regular workday.

Section 7. Call in Pay.

An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid 1-1/2 times his regular straight-time hourly rate of pay for all hours worked outside his normal hours of work, with a minimum of two (2) hours' compensation or his actual time, whichever is greater. This section shall not be applicable to overtime which is scheduled at least 24 hours in advance of the time worked or for a callback where an employee is called back to correct an error or omission which is determined by the Director of Law Enforcement Services or his designee to require correction/completion before the employee's next scheduled shift.

Section 8. [Holidays and Pay for Working on a Holiday](#)

~~A sergeant will be paid one and one-half (1-1/2) times the sergeant's regular straight-time hourly rate of pay for all hours actually worked on a holiday outlined below:~~

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
	Christmas Day
Independence Day	

~~Effective January 1, 2019, For an employee employed as a sergeant on or before February 1, 2026, regardless of whether [that](#) sergeant works on a holiday, a sergeant in pay status will be paid straight-time for eight hours for each of the holidays outlined above.~~

~~An employee promoted to a sergeant after February 1, 2026, who is required to work on one of the holidays set forth below will be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours actually worked on a holiday outlined above. In addition, said sergeants who are in pay status will also receive eight hours of time off for each of said holidays.~~

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day

These holidays must be used in the year they are earned/awarded.

Section 9. Compensatory Time.

If the Director of Law Enforcement Services decides from time to time to permit an employee to accrue compensatory time in lieu of overtime pay, the employee shall then have the option of taking compensatory time or being paid at the applicable hourly rate for the overtime hours in question. An employee will not be permitted to accrue more than forty (40) hours of compensatory time at any one time. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the Director of Law Enforcement Services or his designee. Accrued compensatory time shall, if practicable, be used within the same calendar year in which it has been accrued. If, however, compensatory time cannot be scheduled in the calendar year, it shall be paid out at the employee's regular straight-time hourly rate of pay. Such compensation shall be paid by March 31 or be carried over to the next contract year.

Effective upon signing, either compensatory time or overtime pay, at the officer's direction, shall be granted for all required training that occurs during off-duty hours.

Section 10. Distribution of Overtime.

Distribution of overtime will be as follows:

- (a) If an oncoming shift is understaffed, Dispatch will call the most senior officer (including all sergeants) who is on the opposite day off. If no such officer (including sergeants) is available, in order of seniority, volunteers will be asked to stay over. If no officer (including sergeants) volunteers, the least senior officer will be ordered to stay to cover the first half of the shift. The least senior officer from the next shift will then be ordered to cover the remainder of the shift.

- (b) Scheduled overtime more than 24 hours in advance, including any outside details, will be distributed on a rotating seniority basis.

Should a sergeant demonstrate that he has been wrongly denied an overtime opportunity, his sole remedy will be the opportunity to work the next available overtime in accordance with the procedure in effect.

Section 11. Roll Call Preparation Time.

Sergeants will be compensated for roll call preparation in accordance with the 28-day FLSA work cycle referenced in Section 3 above. Roll call preparation time outside the regular work schedule must be approved by the Police Chief or his designee.

Section 12. Shift Preference.

Annually, the Chief will request that sergeants submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift. The Police Chief shall make the final decision on the shift assignment and days off, based upon operational considerations, seniority and qualifications. Nothing contained herein shall preclude the Police Chief from later reassigning an employee or employees to another shift.

Section 13. No Pyramiding.

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Sick Leave.

An employee shall be granted one day of sick leave for each full calendar month of employment that an employee is on the active payroll, provided that the number of sick leave days shall not exceed 240 days at any one time and employees shall not earn sick leave for any

month that an employee is off on sick leave for the entire month or any paid absence in excess of six (6) consecutive months. Sick leave shall be allowed only when the employee is actually sick or disabled, there is illness in the employee's family (i.e., spouse, child, parent, or a member of the employee's household) which requires the employee's presence, or, with the prior approval of the Director of Law Enforcement Services or his designee, for a doctor's appointment. A maximum of twelve (12) sick days per calendar year may be used for an illness in the employee's immediate family.

In the event an employee is unable to work due to illness as provided above, the employee must notify his immediate supervisor at least one (1) hour prior to the start of his scheduled shift. The failure to provide such notification will result in the employee being off without pay. A doctor's statement or other documentation justifying the absence shall be provided for any use of sick leave of three (3) or more consecutive days, unless specifically excused by the Director of Law Enforcement Services or his designee. An employee must also provide medical documentation of his fitness to return to duty. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay.

It is specifically agreed that the Village retains the right to investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, or a pattern of sick leave usage develops, to take corrective action. Such corrective action may include but shall not be limited to, requiring medical documentation from the employee's physicians, counseling or discipline or an examination by a medical practitioner designated by the Village.

Section 2. Bereavement Leave.

An employee may be granted a bereavement leave of absence of up to three (3) days without loss of pay in cases of death of a member of the employee's family, defined as the employee's spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or other relative that the Village Manager may on a case-by-case basis approve. The purpose of such leave shall be to attend the funeral (including making arrangements for the funeral) in case of death.

Section 3. Other Leaves of Absence.

Employees shall have the right to request leaves of absence, including family and medical leave, pursuant to the Family and Medical Leave Act of 1993, in accordance with such terms and conditions as may be specified from time to time in the personnel policies that are applicable to Village employees generally.

Section 4. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided by above may be immediately terminated by the Village. This provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence, as long as there is no significant expansion of such employment (including self-employment) and the employment is not inconsistent with any medical restrictions or the purpose of the unpaid leave or unless approved in writing by the Village Manager. Such approval shall not be unreasonably denied.

ARTICLE X

VACATIONS

Section 1. Eligibility.

The amount of vacation time which an employee is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Bi-Weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>
Hire thru 6 years	6.15	160
7 thru 12 years	7.69	200
13 years and beyond	9.23	240

The foregoing number of vacation days includes holidays and shall be in lieu of time off for holidays and holiday pay.

Effective with the pay period that includes January 1, 2019, the amount of vacation time which an employee is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Bi-Weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>
Hire thru 6 years	3.08	80
7 thru 12 years	4.62	120
13 years and beyond	6.16	160

Section 2. Vacation Eligibility.

Vacation shall not accumulate during any pay period when the employee is in unpaid status for the entire pay period or during any paid absence in excess of six (6) consecutive months.

Section 3. Vacation Pay.

Vacation pay shall be paid at the rate of the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Effective January 1, 2009, an employee shall have the option of buying back up to forty (40) hours of earned and unused vacation time annually, payable on a separate check by December 1 of any year. Any request for vacation buy back must be submitted by November 1 of the applicable year.

Section 4. Vacation Scheduling.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service in accordance with the following: By February 1 all employees by shift shall make their first choice for vacations of not less than five consecutive working days nor more than 10 consecutive working days unless the Director of Law Enforcement Services has specifically approved more than 10 consecutive working days. For the purposes of this Section only, the shift sergeant shall be considered to be the most senior employee on the shift for vacation scheduling purposes as set forth in this Section.

Additional vacation days shall be scheduled at least three calendar days in advance (unless shorter notice is approved by the Director of Law Enforcement Services or his designee) on a first -come, first -serve basis and must be taken in full day increments.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Director of Law Enforcement Services in order to insure the orderly performance of the services provided by the Village; provided, however, if an employee is precluded from taking

one or more vacation days as previously scheduled because of departmental needs, the employee will be permitted to carry over said vacation days to the next year and not be forced to forfeit them, notwithstanding the provisions of Section 5 below.

Section 5. Limitation on Accumulation of Vacation.

Earned vacation is generally to be taken in the year in which it is earned. At the sole discretion of the Director of Law Enforcement Services, earned vacation may accumulate, but only to a maximum of one and one-half years at any one time. Any accumulated vacation over one and one-half years shall be forfeited.

Section 6. Personal Days.

Each employee covered by this Agreement who was employed on or before December 31 shall be granted three (3) personal days (at eight (8) hours per day) for use during the following calendar year. The sergeants employed as sergeants on January 1, 2027 shall be granted one (1) additional personal day off in lieu of the Juneteenth holiday for a total of four (4) personal days. Sergeants promoted to sergeants after January 1, 2027 will receive three (3) personal days as they will receive the Juneteenth holiday instead. The personal days must be scheduled at least three (3) days in advance.

ARTICLE XI

SALARIES

Section 1. Salaries.

Effective April 1, 202~~5~~⁴, employees shall be paid on the basis of the following minimum annual salaries reflecting a 3.5% increase for each of the following steps.

<u>Step</u>	<u>Annual Salary / Hourly Rate</u>
Probationary	\$ 103,236.81 \$118, 288.43 (\$56.87)

A	\$ 105,657.83	\$121,026 (\$58.19)
B	\$ 108,079.51	\$123,765.38 (\$59.50)
C	\$ 110,500.84	\$126,503.85 (\$60.82)

This salary increase shall be retroactive to April 1, 202~~5~~4 or the date of promotion to the rank of sergeant (for employees promoted thereafter) for all sergeants still on the active payroll of the Village on the effective date of this Agreement. In addition, as a quid pro quo for the changes in the holiday pay for new sergeants, the current bargaining unit employees will be paid a lump sum payment equal to one thousand dollars (\$1,000), upon signing (minus taxes and withholdings).

Effective April 1, ~~2022~~2026, employees shall be paid on the basis of the following minimum annual salaries reflecting a 3.5% increase for each of the following steps. In addition, the salary reflects an additional .5% increase as part of the quid pro quo for the change in holiday pay for new sergeants:

Step	Annual Salary (Hourly Rate)
Probationary	\$ 106,812.32 \$123,019.97 (\$59.14)
A	\$ 109,305.97 \$125,867.60 (\$60.51)
B	\$ 111,800.29 \$128,716.00 (\$61.88)
C	\$ 114,294.27 \$131,564.00 (\$63.25)

~~This salary increase shall be retroactive to April 1, 2022 or the date of promotion to the rank of sergeant (for employees promoted thereafter) for all sergeants still on the active payroll of the Village on the effective date of this Agreement.~~

Effective April 1, ~~2023~~2027, employees shall be paid on the basis of the following minimum annual salaries reflecting a 3.5% increase for each of the following steps. In addition, the salary reflects an additional .5% increase as part of the quid pro quo for the change in holiday pay for new sergeants:

~~This salary increase shall be retroactive to April 1, 2023 or the date of promotion to the rank of sergeant (for employees promoted thereafter) for all sergeants still on the active payroll of the Village on the effective date of this Agreement.~~

Step	Annual Salary (Hourly Rate)
Probationary	\$ 110,495.08 \$127,940.77 (\$61.51)
A	\$ 113,063.54 \$130,902.30 (\$62.93)
B	\$ 115,632.70 \$133,864.64 (\$64.36)
C	\$ 118,201.50 \$136,826.56 (\$65.78)

Retroactive payments shall be paid within thirty (30) days of execution by both parties.

~~Effective April 1, 2024, employees shall be paid on the basis of the following minimum annual salaries for each of the following steps.~~

Probationary	\$ 114,288.34
A	\$ 116,933.85
B	\$ 119,580.08
C	\$ 122,225.94

~~The above increases reflect the following across the board increases:~~

~~2.5% effective April 1, 2021
3% effective April 1, 2022
3% effective April 1, 2023
3% effective April 1, 2024~~

~~plus additional dollars added to the base as a one time adjustment and quid pro quo for the other provisions of this Agreement.~~

Section 2. Step Advancement.

Beginning after April 1, 2010, advancement from the Probationary Step to Step A shall be upon successful completion of the probationary period and advancement From Step A to Step B and Step B to Step C shall be at twelve 12-month intervals.

To be eligible for step advancement the employee must meet departmental standards during the evaluation period, provided that the employee shall not be arbitrarily denied a step advancement.

Section 3. Superior Performance Stipend.

In addition to the foregoing salary schedules, any non-probationary employee shall be eligible to receive a Superior Performance Stipend in an amount determined in the sole discretion of the Village Board. Receipt of such additional pay for one fiscal year does not guarantee that the employee will continue to receive such additional pay in future years.

ARTICLE XII

INSURANCE

Section 1. Insurance.

The hospitalization and medical insurance program (including a PPO and HMO alternative) in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Village retains the right to change insurance carriers, PPO's, HMO's, or to self insure (as a stand alone entity or with a group of municipalities) as it deems appropriate, so long as the new basic coverage and new basic benefits are relatively similar to those which predated this Agreement.

However, in recognition of the desirability of maintaining uniform coverages, benefits and costs, Village wide and notwithstanding the foregoing provisions regarding relatively similar basic coverages and benefits, the parties agree that if the Village makes any modification with respect to health insurance coverage, benefits, or costs that are applicable to other full time non bargaining Village employees generally, then such modifications in coverage, benefits, and costs shall likewise be applicable to the employees covered by this Agreement, on the same terms and on the same date that they are applicable to other regular full time non bargaining unit Village

employees generally (e.g., if full time regular non bargaining unit employees are required to pay a co pay for doctor's visits, then bargaining unit employees shall automatically be required to pay the same amount at the same time). Notwithstanding the above, bargaining unit employees shall pay no more than the following monthly premiums for insurance coverage.

Employees may select single or family coverage during the enrollment period established by the Village. The employee shall pay the following amounts in monthly premiums or cost for single or family coverage, whichever is applicable, for participation in either the Village's Group Hospitalization and Major Medical Program, PPO or an HMO and said amount shall be deducted from the employee's paycheck:

<u>Effective April 1, 1999</u>	<u>Gross Monthly Premium Employee Contribution</u>
Single	10% (up to 15% effective January 1, 2027)
Family	20%

Section 2. Cost Containment.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains relatively similar, subject to Section 1 above. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section 3. Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.

Section 5. Term Life Insurance.

Effective the first full month after this Agreement is ratified by both parties, each employee covered by this Agreement shall be provided with term life insurance coverage in a dollar amount equal to the employee's annual salary, up to \$50,000. The Village retains the right to change carriers and/or self-insure this benefit.

Section 6. Post-Retirement Health Care Plan.

No later than sixty (60) days following the effective date of the 2010 Agreement, the parties agree that the Village shall establish a post-employment health care plan for all bargaining unit employees. To implement such plan, the Village is authorized to contribute the amount of 3% of salary per pay period on behalf of each bargaining unit employee to the employee's account. Additionally, the value of an employee's sick leave buy back at retirement pursuant to Section 14.17 shall be contributed to the employee's account. Each bargaining unit employee shall pay the ongoing administrative cost of the account.

Section 7. Dental Insurance.

Bargaining unit employees shall be covered by the same dental insurance applicable to full time non bargaining unit employees generally, as the plan and benefits may, from time to time be amended. Effective April 1, 2010, the bargaining unit employees shall pay the entire (effective January 1, 2027, the same as non- bargaining unit employees) premium applicable to the coverage selected, as it may from time to time be amended.

ARTICLE XIII

MANAGEMENT RIGHTS

Section 1. Specific Management Rights.

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to establish physical and mental fitness standards; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to determine, change or eliminate existing methods, facilities, equipment (including weapons and ammunition) or facilities; and to carry out the mission of the Village.

Section 2. Discipline.

The parties agree that all disciplinary action, including but not limited to suspension, demotion and termination, shall be for just cause. In the event that a covered employee elects to dispute disciplinary action by pursuing a grievance under the grievance and arbitration procedure of this Agreement, then such disputes regarding disciplinary matters shall be resolved pursuant to

the grievance procedure described in Article V. Disciplinary suspensions shall be calculated in calendar days, in eight- hour increments.

ARTICLE XIV

MISCELLANEOUS

Section 1. Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 2. Fitness Examinations.

Prior to an employee's return to duty following a layoff or leave of absence or if the Village has cause to question an employee's fitness for duty, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. If the Village reasonably determines that an employee is not fit for duty based on the results of such an examination(s) and the employee's injury was not in the line of duty, the Village may first place the employee on sick leave followed by vacation or an unpaid leave of absence provided for elsewhere in this Agreement (if the employee has exhausted his sick and vacation benefits). Nothing contained herein shall preclude an officer from seeking a disability pension prior to exhaustion of benefit time.

Section 3. Drug and Alcohol Testing.

Employees shall be subject to drug and/or alcohol testing in accordance with the Drug and Alcohol Testing Procedures attached hereto as Appendix B.

Section 4. Impasse Resolution.

The resolution of any bargaining impasse in negotiations for a successor agreement shall be in accordance with the provisions of Appendix A which is attached hereto and incorporated herein by reference.

Section 5. No Solicitation of Local Business.

While the Village acknowledges that bargaining unit employees may conduct solicitation on behalf of the Metropolitan Alliance of Police (“MAP”), the Chapter agrees that no member of the bargaining unit will personally conduct any solicitations of any Village of Western Springs merchants, residents or citizens on behalf of MAP or on behalf of the Western Springs Police Department of the Village of Western Springs.

Bargaining unit members agree that when it conducts solicitations that are permitted, the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words “Western Springs Police Department” in their name or describe themselves as the “Village of Western Springs.” Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. This provision does not apply to solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees. Each party agrees that they will comply with all applicable laws regarding solicitation. This provision shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 6. Prohibition Against Association with Felons.

All employees shall comply with the provisions of the General Order governing association with felons as it may from time to time be amended.

Section 7. Mileage Reimbursement.

Sergeants shall be reimbursed at the applicable IRS reimbursement rate per mile for preapproved use of their personal vehicle for Village business.

Section 8. Uniform Peace Officers' Disciplinary Act.

The Village agrees to comply with the Uniform Peace Officer's Disciplinary Act as set forth in 50 ILCS 725/1 et seq. This Section is not a waiver of the right to union representation as otherwise provided by law. Grievances regarding UPODA shall only be filed as part of the grievance over the discipline related to the alleged UPODA violation. The timeline for filing a grievance related to this Section shall begin with the issuance of discipline subject to the grievance process. Any other asserted violations of UPODA shall not be subject to the grievance procedure and shall instead be processed as otherwise provided by law.

Section 9. Outside Employment.

No employee shall engage in outside employment (which includes self-employment) unless the Director of Law Enforcement Services, in accordance with such rules and regulations as he may from time to time prescribe, has approved outside employment. The current General Order addressing outside employment is attached hereto as Appendix D.

Section 10. Disability Pay.

An employee who is injured in the line of duty shall be eligible for disability pay in accordance with the provisions of 5 ILCS 345/0.01 et seq. Notwithstanding any other provision in this Agreement, no paid sick leave days will be accrued or earned while on a work related

disability leave, and no vacation days will be accrued or earned after the first year on disability leave.

Section 11. Light Duty.

The Village may require an employee who is on sick leave or a work-related medical leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or a work-related medical leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to either continue the employee on light duty if there is a reasonable prospect that the employee will be able to assume full responsibilities shortly thereafter or place the employee on disability leave/sick leave.

While the Village will give good faith consideration to an employee's request for a light duty assignment where a physician as provided above has determined that the employee is able to perform a light duty assignment, nothing herein shall be construed to require the Village to create a light duty assignment for an employee.

Section 12. Tuition Reimbursement Program.

Employees covered by this Agreement shall be eligible to participate in the Village's Tuition Reimbursement Program on the same terms and conditions as may be in effect from time to time governing Police Department employees generally.

Section 13. Board of Fire and Police Commissioners.

Promotions and reduction in rank for probationary sergeants are subject to the jurisdiction of the Village of Western Springs Board of Police and Fire Commissioners, however, all other disciplinary matters are subject to the grievance and arbitration procedure set forth in this Agreement, in the event that a covered employee elects to dispute disciplinary action by pursuing a grievance under the grievance and arbitration procedure of this Agreement.

Section 14. Uniform Allowance.

The Village agrees to continue to provide newly promoted sergeants with the uniform attire associated with the rank. A newly promoted sergeant maintains his uniform allowance (from his patrol rank) for the remainder of the contract year. Each contract year thereafter, each sergeant shall be allotted \$600 (effective upon signing) annually as a uniform allowance (pro rata if employed less than a year). In order to receive reimbursement, the employee must submit valid vouchers/receipts evidencing purchase of appropriate uniform items. The Director of Law Enforcement Services shall establish the type, style, and/or color of uniforms and equipment, as well as the rules and regulations concerning the use and wearing of uniforms and equipment.

Section 15. Body Armor.

The Village will provide at its expense each sergeant with a body armor, as well as a replacement when deemed necessary by the Director of Law Enforcement Services. All such body armor shall meet specifications established by the Village and shall be the property of the Village. Sergeants shall wear body armor in accordance with applicable departmental policy.

Section 16. Paycheck Availability.

Each bargaining unit employee shall be paid via direct deposit of the employee's paycheck to the bank of the employee's choosing.

Section 17. Sick Leave Buy Back at Retirement.

For an employee retiring from employment with the Village with twenty (20) or more years of consecutive service with the Village and with at least one hundred twenty (120) days of unused sick leave, the Village will pay for accumulated unused sick leave up to a maximum of sixty (60) days. Compensation shall be at the employee's regular straight time hourly rate at the time of retirement. [In order to receive this benefit, an employee must provide a minimum of two \(2\) weeks' notice of said retirement and work their last day of employment. An employee who is 1\) unable to work their last day of employment due to their own serious health condition or the serious health condition of an immediate family member as defined by the FMLA and supported by medical certification, or 2\) who is otherwise approved at the discretion of the Village Manager shall be exempt from this requirement.](#)

Section 18. Safety Day.

Employees covered by this Agreement shall be eligible to receive a safety day (eight (8) hours) in accordance with such terms and conditions as may be established by the Village from time to time and are applicable to Village employees generally.

Section 19. Subcontracting or Contracting Out.

The right to subcontract or contract out work is vested in the Village. Except when an emergency situation (including natural and/or manmade disasters) exists, before the Village contracts out work which would result in the layoff of existing bargaining unit employees, the Village will notify the Chapter and offer the Chapter the opportunity to discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such subcontracting or contracting out.

Section 20. General Orders.

Notwithstanding any other provisions of this Agreement, where the Village or Department has decided to make substantive changes, additions or deletions in the Village's or Department's Policies, General Orders, Administrative Notices, and/or Rules and Regulations which involve terms and conditions of employment directly affecting employees covered by this Agreement, the Chapter Steward shall be notified five (5) working days in advance of the effective date of any such substantive changes. The foregoing notification provisions shall not be applicable in emergency circumstances where the required advance notification cannot be reasonably provided.

Section 21. Printing and Distribution of Agreement.

A copy of this Agreement shall be supplied to each employee covered by this Agreement by the Village within three (3) weeks of ratification by both parties at no cost to the employee or the Chapter. The Village shall also provide five (5) additional copies to the Chapter.

Section 22. Physical Fitness Requirements.

In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall, beginning ~~on after~~ April 1, 20~~26~~~~40~~, establish

as its ~~voluntary~~ mandatory physical fitness requirements for full time sworn officers the State of Illinois Physical Fitness Training Standards. The Standards are attached hereto as Appendix C. ~~Employees are required to make a good faith effort to meet such fitness standards. Prior to April 1, 2011, there shall be no discipline for failure to meet the standards provided the officer makes a good faith effort to meet such standard. Effective April 1, 2011, officers who fail to record a composite score of 95 percent of the minimum standards for such test(s), shall be subject to the following discipline.~~

~~For the first such failure, the officer shall be retested on the section(s) failed previously, after sixty (60) days or more, at the Employer's discretion, and if the employee is successful on such retest, no further action shall be taken by the Employer. If the officer fails the retest, he shall be given a one (1) day suspension without pay and be given a further test no sooner than thirty (30) days after the last test. Provided, however, an officer shall not receive the one (1) day suspension solely for failing to meet the run standard as long as he completes the run and makes a good faith effort to meet the standard;~~

~~Employees who have failed the second retest in accordance with section (a) above, shall receive an additional two (2) day suspension without pay, and no further test shall be required of the officer for the remainder of the testing year. Provided, however, an officer shall not receive the two (2) day suspension solely for failing to meet the run standard as long as he completes the run and makes a good faith effort to meet the standard.~~

~~The Employer shall not require an officer who has passed the test to submit to physical fitness standards testing pursuant to this section more than once during each calendar year of this Agreement. Effective April 1, 2011, employees disciplined under the terms of this section shall~~

~~not be disciplined more than as provided in paragraphs (a) and (b) above, for failure to pass the physical fitness standards test, during the testing year.~~

An employee shall receive at least thirty (30) days' notice of the first physical fitness test each year. ~~An employee will not be compensated at the appropriate hourly rate in accordance with Article VIII, Section V, for all hours actually participating in the physical fitness testing under Appendix C. Effective April 1, 2011, an employee who meets the minimum standards under all the sections set forth in Appendix C during a calendar year, including the run standard, shall receive \$200.00 to be paid on or before December 31 of the calendar year.~~

Section 23. Fitness Room.

All employees shall have access to the fitness room located in the fire station at times established by the Director of Fire and EMS.

Section 24. Shared Supervisory Services.

Notwithstanding the other provisions of this Agreement, during the term of the agreement, either party may request to engage in negotiations over the impact, if any, of sharing supervisory services with another community or communities.

Section 25. Paid Leave for All Workers Act

The parties agree to waive the provisions of the Paid Leave for All Workers Act.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the

area of collective bargaining and that the parties waive the right to negotiate on any issue contained in or referred to in this Agreement and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union may only demand mid-term bargaining over a Village proposed change to the status quo over a mandatory subject of bargaining that is not covered by, or referred to, in this Agreement.

Before making any changes in working conditions not contained, or referred to, in this Agreement which are mandatory topics of bargaining, the Village shall notify the Chapter of its intention of the proposed change. Upon such notification, and if timely requested by the Chapter, the Village shall meet with the Chapter and bargain such change before it is finally implemented. The failure of the Chapter to timely request bargaining shall act as a waiver of the right to such bargaining by the Chapter.

ARTICLE XVI

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XVII

DURATION AND TERM OF AGREEMENT

Section 1. Termination in ~~2025~~2028.

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of March,

~~2025~~2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, ~~2023~~2026.

VILLAGE OF WESTERN SPRINGS

METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 456

Heidi Rudolph, Village President

Keith George, President
Metropolitan Alliance of Police, Chapter 456
President

APPENDIX A
ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

Alternative Impasse Resolution Agreement entered into by and between the Metropolitan Alliance of Police, Chapter 456 (hereafter “the Chapter”) and the Village of Western Springs (hereafter “the Employer”).

WHEREAS, the provisions of §1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution.

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Employer and the Chapter agree to the following Alternative Impasse Resolution Procedure:

(1) **Authority for Agreement**: The parties agree that the statutory authority for this Agreement is §1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Chapter that are subject to the parties’ negotiations for a successor agreement, the provisions of which are set forth herein.

(2) **Selection of Arbitrator and Naming of Panel**: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to §1614, they will engage in the arbitration of impasse procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

(a) **Service of Demand for Mediation**: The Employer agrees that any Demand for Mediation filed by the Chapter and served on the Employer prior to the commencement of the Employer’s fiscal year on January 1, 202~~8~~⁵, shall be

deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.

- (b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by either the Chapter or the Employer, the selection of an arbitrator shall be delayed until such time as either party serves on the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that the parties have engaged in mediation for at least thirty (30) days. It is further agreed that:
- (i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service should an impasse be reached.
 - (ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
 - (iii) In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Both the Employer and the Chapter shall have the right to reject one panel in its entirety within seven (7) calendar days of receipt and request that a new panel be submitted. The parties agree to engage in an alternate striking process to determine who shall be the arbitrator, with a coin toss being used to determine who strikes first. In the event that the arbitrator selected is unwilling or unable to serve, the last arbitrator struck from the panel shall be invited to so serve. If he or she declines or is unable to hear the matter, the parties shall request a new list from FMCS and commence the selection process anew.
 - (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to the scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.
- (c) **Issues in Dispute and Final Offers:** Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet

and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. In addition, the parties shall submit to the arbitrator as a joint exhibit all tentatively agreed to contract language. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining and/or is an issue on which the arbitrator has no authority to issue an award. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
 - (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining
- (d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Employer and the Chapter. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for an agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to April 1, 202~~85~~⁸⁵, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages and/or other forms of compensation.
- (e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to April 1, 202~~85~~⁸⁵, but rather intend to insure that the arbitrator has the jurisdiction

and authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

- (f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:
- (i) Hearings shall be held in Western Springs, Illinois, at a mutually agreed location. Hearings may be conducted elsewhere by written mutual agreement.
 - (ii) The hearings shall begin within ninety (90) days of the notification that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing.
 - (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative by the arbitrator, within sixty (60) calendar days of the conclusion of the hearing.
 - (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later.
 - (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

(3) **Time Limits:** The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.

(4) **Remaining Provisions of §1614:** Except as expressly provided in this Agreement, the parties agree that the provisions of §1614 of the Act and the Rules and Regulations of the

Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and § 1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.

(5) **Recitals Incorporated:** The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.

(6) **Authority of Representatives:** The representatives of the parties signing below warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Employer and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Employer and the Chapter.

APPENDIX B

DRUG AND ALCOHOL TESTING PROCEDURES

I. PURPOSE

The goal of these procedures is to establish a drug and alcohol testing program for the employees of the Village of Western Springs. Action taken against an employee shall be determined by the individual circumstances of each case. Disciplinary action up to and including termination is possible.

II. STATEMENT OF NEED

Employees who abuse alcohol or prescription drugs, or use or possess illegal drugs have a medical problem which could lead to a safety risk to co-workers and to the general public. The Village of Western Springs has developed these procedures to test certain employees and all job applicants for abuse of alcohol or prescription drugs, or use or possession of illegal drugs.

III. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not, except as authorized by the Police Chief or his designee, in the performance of official duties:

1. Use alcohol on duty or while performing a safety sensitive function.
2. Be in possession of alcohol while on duty.
3. Have a prohibited breath alcohol concentration or be under the influence of alcohol while on-call for duty or on duty (defined as a breath or alcohol content of .02).
4. Refuse to cooperate with or submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not, except as authorized by the Police Chief or his designee, in the performance of official duties:

1. Use any controlled substances or illegal drugs, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safely.
2. Be in possession of or use any unauthorized controlled substance.

3. Report for duty while impaired from any prescribed therapeutic drug or controlled substance or under the influence of any illegal drugs (defined as testing positive at a specified nanogram/milliliter level as defined by the Department of Health and Human Services from time to time).
4. Buy, sell, manufacture or dispense any controlled substance or illegal drugs on or off duty.
5. Refuse to cooperate on or submit to a required controlled substances or drug test.
6. Attempt to or switch or adulterate any urine sample submitted for testing.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication must inquire of ~~his/her~~their treating physician whether the controlled substance would adversely affect ~~his/her~~their ability to perform the duties of his duties safely.
2. If the employee is scheduled to work and the medication (prescribed or over-the-counter) in use will adversely affect the employee's ability to safely perform his job, he must promptly disclose any work restrictions to his supervisor. This provision does not require the employee to disclose the diagnosis/medical condition for which the medication is prescribed but does not preclude the Village from requesting further information if the provisions of Article IX or Article XIV §2 are implicated.

IV. RESPONSIBILITIES

It is the desire of the Village of Western Springs to provide a drug and alcohol free working environment for its employees. In addition, the Village is responsible to the citizens to provide safe, efficient and effective governmental functions. It is the employee's responsibility to follow all of these policies and procedures.

V. AUTHORITY FOR TESTING

An employee can be ordered to an alcohol and drug screening for reasonable suspicion, including being involved in an accident involving damage to persons or property or a work-related injury to themselves.

1. Any employee of the Village that is involved in an on-the-job accident (resulting in damage to Village property estimated to be in excess of \$500.00) or injury (requiring medical attention greater than simple first aid) will be required to submit to an alcohol and drug screening test. The employee's immediate supervisor will investigate the accident or injury and evaluate the employee's appearance and behavior. If after the immediate supervisor's investigation of the accident and the employee's appearance and behavior and a review by the

immediate supervisor's supervisor a conclusion is made that an alcohol and drug screening is not warranted, supervisory personnel may jointly waive the screening test requirement.

2. All incidents that result in a waiving of the screening and testing requirement must be reported to the Village Manager on a quarterly basis.
3. In other instances of reasonable suspicion , besides on-the-job accidents and injuries, any employee whose abnormal behavior supports a violation of the policy shall submit to an alcohol and drug screening test. An employee may be ordered to undergo drug/alcohol screening by a supervisor. The supervisor must hold the rank of Sergeant or above or be assigned as an Officer-in-Charge (OIC) with the Western Springs Department of Law Enforcement.
4. All supervisory personnel shall be trained in identifying reasonable suspicion situations other than on-the-job accidents or injuries. Reasonable suspicion is defined in Section VI, paragraph B.

VI. CONDITIONS ALLOWING FOR TESTING

1. Employees will be subjected to drug and alcohol testing if the Village has a reasonable suspicion to suspect that the employee is:
 - a. using, selling or in possession of illegal drugs, controlled substances or alcohol;
 - b. under the influence of drugs or alcohol;
 - c. using prescription drugs without a prescription, in excess of the prescribed doses or contrary to warnings by a physician or pharmacist or over the counter drug contrary to a warning by a pharmacist or on the label; or
 - d. otherwise in violation of the prohibitions set forth in III above.
2. Reasonable suspicion shall mean suspicion based upon specific objective facts and reasonable inferences drawn therefrom. One or more of the following may exist as determined by the employee's supervisor:
 - a. Observable evidence, including but not limited to: slurred speech, the smell of an alcoholic beverage on breath or skin, inability to walk a straight line, an accident involving Village property, a work-related injury, physical altercation, verbal altercation, behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority, or possession or sale of alcohol or drugs (with exception of law enforcement officers in the line of duty). This list is not all-inclusive.
 - b. An apparent state of facts and/or circumstances which would lead a reasonable person to believe an individual was using, selling or in

possession of drugs at any time or alcohol on Village premises or Village business.

- c. Information provided by a reliable source that is corroborated by another source or supported by other observable evidence. (Information based solely upon an anonymous source not supported by or corroborated by another source or other evidence is insufficient.)
3. Police officers may also be tested for drug or alcohol use in the following circumstances:
- a. as part of a regularly scheduled medical examination;
 - b. when an officer has been involved in a major incident, such as a shooting (at any time), an injury to one's self or citizen(s) (while on duty), or when there is a reasonable suspicion of the use of excessive force; or
 - c. when the officer is assigned to a departmental drug enforcement group or when an employee is assigned primarily to drug enforcement.
 - d. An officer involved shooting pursuant to Public Act 100-389. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm there by causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

The parties agree that the term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

The parties agree that any drug or alcohol test required pursuant to this subsection d. shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the Village's right to obtain test results via other available legal processes or preclude an officer from agreeing to blood testing. If circumstances beyond the control of the Village delay the testing until after the end of the shift, the Village may order the officer to stay beyond the shift end.

4. The employee shall be verbally notified by the employee's supervisor of the grounds for testing prior to the collection of the specimen or commencement of a

breathalyzer analysis. Written documentation stating the grounds for reasonable suspicion shall be provided by the employee's supervisor to the employee to be tested on the next business day following the collection of the specimen or the commencement of a breathalyzer analysis.

5. If an employee refuses to submit to an alcohol or drug screening or fails to cooperate in the process, including attempting to submit an adulterated or substitute sample, after there is a determination of reasonable suspicion, the employee shall be subject to termination.

VII. TESTING PROCEDURES

1. Detailed testing, collection, analysis and reporting procedures consistent with 49 CFR 40 shall be developed by the Village. Said procedures shall include but not be limited to the following:
 - a. Inform all employees of the policies and procedures prior to the testing.
 - b. Positively identify employees prior to testing.
 - c. Provide for employee privacy and security of samples.
 - d. Establish if an employee is taking drugs legitimately under medical supervision.
 - e. Develop a two-step test: A urine sample and a blood test cell shall be collected and any specimen testing positive to the urinalysis and/or blood test, shall be subject to confirmatory testing to verify results. All test results positive for the presence of drugs specified in section 2 below shall be forwarded to a Medical Review Officer ("MRO").

Where there is reasonable suspicion determined to test for alcohol, a breathalyzer test may be administered in lieu of or in addition to any blood or urine screen.
2. Cut off concentrations for drug testing only, not including alcohol, shall be as recommended by the Health and Human Services (HHS).

VIII. TESTING AGENT

The Village will utilize a reputable testing laboratory and/or medical facility to collect and analyze specimens of blood and urine. The laboratories are all approved by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratories conducting the analysis are experienced and capable of: quality control, documentation, chain of custody, technical expertise, as well as adherence to Federal guidelines.

IX. RISK MANAGEMENT REPORTING

As part of our long-standing risk management and safety program, the Village encourages and requires that all accidents and work-related injuries are reported by all employees and their supervisors. Pursuant to Section V of these testing procedures, the results of all supervisory decisions whether to waive said requirements shall be duly noted on the form entitled “Supervisor’s First Report of Accident or Injury” and said reports will be forwarded to the Village Manager through the Safety coordinator.

X. REHABILITATION

The Village of Western Springs reserves the right to offer any employee who is found to be in violation of the Village policy concerning the use of alcohol in the workplace, the opportunity to seek professional counseling and/or participation in an approved rehabilitation program as an alternative or in addition to disciplinary action.

In the case of prescription drug abuse, a rehabilitation program will only be offered if the employee asks for assistance before an accident occurs or an abuse problem is discovered. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete such a program as a condition of continued employment, agree to return to work and follow up testing and the employee will be required to sign a statement that he acknowledges the potential loss of his or her job if he does not satisfactorily participate and complete the conditions outlined above.

The foregoing shall not insulate an employee from discipline for other rule violations for the same or different conduct.

XI. CANNABIS USE BY HOUSEHOLD MEMBER

The Employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis, or cannabis infused substances, by people residing in the employee’s household.

APPENDIX C
FITNESS STANDARDS

STRENGTH

Hand and arm strength are necessary for an officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulders. Fingers should be pointed straight ahead. The officer lowers the body until the officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

	AGE		
	20-29	30-39	40 & Older
Male	30	25	15
Female	15	15	15

ENDURANCE

Bent Knee Sit-Ups will be used to measure an officer's ability to maintain continued exertion over a prolonged period of time. The officer lies back on the floor with the knees bent. The fingers should be laced behind the neck. The officer sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The officer should be able to complete the indicated number of bent knee sit-ups in one minute's time:

	AGE				
	20-29	30-39	40-49	50-59	60-69
Male	34	31	26	20	18
Female	30	24	16	14	14

FLEXIBILITY

It is important that an officer maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility is called the Sit and Reach. The sit and reach is conducted by having the officer sit on a mat. The legs should be extended straight in front of the body, and they are at right angles (perpendicular) to a taped line on a box. The heels are placed on the floor, about eight inches apart. A fifteen inch rule is placed with the 15 inch mark on the edge of the box

nearest the officer. The officer slowly reached forward with both hands as far as possible, and holds the position momentarily. His goal is to reach as far as possible without moving the heels and keeping knees straight. The distance of the reach is recorded; the best of three tries is considered the score used to determine passage of the test. The scores for passing are charted below:

	AGE				
	20-29	30-39	40-49	50-59	60 & Older
Male	16.5	15.5	14.3	12.5	12.00
Female	19.3	18.3	17.3	16.8	15.5

Other tests include a 1.5 mile run. The times for each test are charted below:

	AGE				
1.5 mile run (in minutes)	20-29	30-39	40-49	50-59	60 & Older
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

The Institute for Aerobics Research also considers “Standards of Error” in calculating the standards. These standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run: subtract 55 seconds from final score, unless the test was passed at written standard

Sit & Reach: add ½ inch to final score

Sit-Ups: add 1 sit-up to final score

Push-Ups: no standard of error has been computed

The bench press may be substituted for push ups.

	AGE				
	20-29	30-39	40-49	50-59	60 & Older
Male	.99	.88	.80	.71	.65
Female	.59	.53	.50	.44	.43

The procedure to substitute the bench press for push-ups is as follows:

- 1) Estimate the weight that the officer will have to press in one try.
- 2) Load and weights to one-half of the required weight.
- 3) The officer is to press the one-half of estimated weight for an easy warm-up.

- 4) Increase the loading of weights in ten (10) pound increments, allowing a press after each increment is added. This allows the officer to warm up in three or four repetitions to prevent muscle injury. When the maximum weight is added, the officer is to lift this weight in one smooth repetition.

APPENDIX D
SECONDARY EMPLOYMENT

Western Springs

Department of Law Enforcement Services

General Order P411

SUBJECT: SECONDARY EMPLOYMENT

Issue Date: May 25, 2006

Revised Date: August 15, 2012

Relates to Standards: 22.3.3, 22.3.4

Indexed As: Secondary Employment
Extra Duty Employment

Issue Date: May 25, 2006

Revised Date: August 15, 2012

Relates to Standards: 22.3.3, 22.3.4

Indexed As: Secondary Employment
Extra Duty Employment

I. POLICY

A. The policy of the Department is to provide guidelines to employees of the types of secondary employment that is appropriate, and to establish procedures to maintain accountability for the welfare of the Department. These requirements are essential for the efficient operation of the Department and for the protection of the community.

II. PURPOSE

A. The purpose of this directive is to set forth guidelines to govern off-duty or secondary employment by members of the Western Springs Department of Law Enforcement Services.

III. DEFINITIONS

- A. *Employment*: The provision of a service, whether or not in exchange for a fee or other service, including self-employment. This includes any employment in which another may financially benefit from the employee's work, e.g., a family member or other person receiving compensation for the work of the employee. Employment does not include volunteer charity work.
- B. *Extra-Duty Employment*: Any employment that is conditioned on the actual or potential use of law enforcement powers by the sworn police employee.
- C. *Regular Off-Duty Employment*: Any employment that will not require the use or potential use of law enforcement powers by the off-duty employee.
- D. *Conflict of Interest*: Any secondary employment duty that is illegal, inconsistent, incompatible, or in opposition to the duties, functions, and/or responsibilities of employment with the Department.
- E. *Personnel*: Any employee or member of the Department and includes:
 - 1. Full-Time Officer: any sworn full-time member of the Department.
 - 2. Community Service Officer: any paid non-sworn employee, whether full or part-time, who performs limited field duties in conjunction with or support of other police personnel.
 - 3. Civilian Personnel: Any person performing a function within the Department, whether full or part-time, who is compensated for the work they perform and is not a sworn police officer.
- F. *Probationary Period*: A period of time beginning with the date of original appointment to employment with the agency and the length of such period as defined within the general policies of the municipality contained within the existing provisions of any bargaining agreement or is provided for through the establishment of a specific State Statute.
- G. *Secondary Employment*: Secondary employment is any employment other than the employee's regular employment with the Department, including both regular off-duty and extra-duty employment.

IV. PROCEDURE

- A. General Guidelines

The Department has a legitimate interest in regulating its employees' secondary employment. While the Department will not unreasonably restrict off-duty employment, it will require responsibility and accountability to the Department of personnel engaged in secondary employment.

B. Mandatory Approval

Prior to commencing any regular off-duty employment, including self-employment, personnel must submit a written request and obtain written approval for such employment. All approved requests are subject to periodic review and reconsideration for approval by the Director of Law Enforcement Services, and must be renewed on the first working day of each new calendar year. Personnel shall communicate, in writing, any such change that could invalidate the secondary employment approval currently on file in the employee's personnel file. The employee's request for regular off-duty employment will be submitted to the Director of Law Enforcement Services on the Secondary Employment Request (Appendix A) and will include the following information:

1. The secondary employer's name, address, phone number and the type of business;
2. A complete narrative of the type of work or duties to be performed;
3. The highest number of days and hours to be worked within a single week;
4. The name and phone number of the person who will be their immediate supervisor;
5. A complete list of any law enforcement-type equipment the employee must use on the job;
6. A Secondary Employment Addendum Form (Appendix B) and Indemnity Agreement (Appendix C) will also be completed and accompany the Secondary Employment Request form, except that secondary employment approved prior to December 1, 2008 for individual officers with specific employers may continue with the modified indemnity agreement previously approved.

C. Auxiliary officers and part-time civilian employees who are employed outside the Department do not need to comply with all mandatory approval processes outlined in item IV.B. Auxiliaries and part-time civilian employees are required to notify the Director of Law Enforcement Services of the name, address, and phone number of their employer and the type of business. Secondary Employment Request (Appendix A) need not be used to make this notification.

D. Regular Off-Duty Employment: Employees may engage in off-duty employment that meets the following criteria:

1. Employment of a non-police nature in which vested police powers are not a condition of employment; the work provides no real or implied law enforcement service to the employer and is not performed during assigned hours of duty. The work may include armed or unarmed security provided

the conditions set forth in 2 and 3 below are met and such employment does not require or involve the use of police powers or violate any of the other prohibitions set forth herein.

2. Employment that presents no potential conflict of interest between their duties as an officer and their duties for the secondary employer. Some examples of employment representing a conflict of interest are:
 - a. Process server, reposessor, bill collector, towing of vehicles, or in any other employment in which police authority might tend to be used to collect money or merchandise for private purposes.
 - b. Dressed in an official uniform, carrying a Department issued firearm or other Village equipment in the performance of tasks other than that of a police employee for the Village.
 - c. Personal investigations for the private sector or any employment that might require the officer to have access to police information, files, records or services as a condition of employment.
 - d. Assisting in the case preparation for the defense in any criminal, civil or other court proceedings.
 - e. For a business or labor group involved in a strike or lockout.
3. Employment that does not constitute a threat to the status or dignity of the police as a professional occupation. Examples of employment presenting a threat to the status or dignity of the police profession are:
 - a. Establishments which sell pornographic books, magazines, sexual devices, or videos, or that otherwise provide entertainment or services of a sexual nature.
 - b. Any employment involving the sale, manufacture or transport of alcoholic beverages as the principle business.
 - c. Any gambling establishment.
4. Other Prohibitions of Regular Off Duty Employment.
 - a. No employee engaged in secondary employment shall commit an act that violates any applicable general order, local ordinance, state or federal law, or be involved in any act which would bring disrepute to the Department or Village. Employees may not be employed by any entity in which the owner or manager of the business is of questionable character, having ties to criminal organizations or has a known record of serious criminal arrests; or the business is consistently or frequently found to be in violation of state or federal

law as well as municipal ordinances;

- b. Any secondary employment shall not involve the use of any Village equipment, facilities, or resources without the written consent of the Chief of Police. Employees may not exhibit any credentials or identify themselves as police officers while working for the secondary employer unless statutorily obligated to do so;
- c. No employee may be employed by the Western Springs Fire Department or other such overlapping public safety entity with concurrent jurisdiction in case of emergency callout or disaster; and
- d. No employee may be employed by a business in which the manager restricts the sworn member from certain areas within the premises to which the public has access.

E. Extra-Duty Employment: Employees may engage in extra-duty employment as follows:

- 1. Where a government profit-making or not-for-profit entity has a contract agreement with the Police Department for officers in uniform who are able to exercise their official police duties.
- 2. Types of extra-duty services which may be considered for contracting are:
 - a. Traffic control and pedestrian safety;
 - b. Crowd control;
 - c. Security and protection of life and property;
 - d. Routine law enforcement for public authorities;
 - e. Plain-clothes assignments.
- 3. Private entities that wish to contract for extra or special duty services will be asked to correspond with the Director of Law Enforcement Services and indicate their understanding of the hourly rate for these services as well as execute a contractual agreement. A copy of this correspondence will be forwarded to the Finance Department for billing purposes.
- 4. The Director of Law Enforcement Services or his/her designee is responsible for planning, staffing and coordinating all Special Duty events requiring extra-duty employment. All requests for this type of police service will be forwarded to the Director of Law Enforcement Services or his/her designee for approval.
 - a. The employee assigned to the special detail will be paid at their

prevailing time and one-half rate.

5. A detail sign-up sheet will be posted allowing personnel to sign up for all details.
 - a. Outside details will be distributed on a rotating seniority basis.
 - b. Assignments to special details will not interfere with street coverage or the employee's abilities to work their normal tour of duty.

F. Limitations on Regular Off-Duty and Extra-Duty Employment:

1. In order to be eligible for secondary employment, personnel must be in good standing with the Department, and who is not on suspension. Continued approval of an employee's secondary employment is contingent on such good standing.
2. Employees who have not completed their field training, or who are on medical or other leave due to sickness, temporary disability or on-duty injury shall not be eligible to engage in any secondary employment.
3. Prior to obtaining regular off-duty or extra-duty employment, an employee shall comply with all departmental procedures for granting approval of such employment.
4. An employee may work a maximum of 24 hours of regular off-duty or extra-duty employment, or a total of 64 hours in combination with regular duty in a single week.
5. Work hours for all secondary employment must be scheduled in a manner that does not conflict or interfere with the employee's performance of duty.
6. An employee engaged in any secondary employment is subject to call-out in cases of emergency, and may be expected to leave their off-duty or extra-duty employment in such situations.
7. Permission for an employee to engage in outside employment may be revoked where it is determined pursuant to departmental procedures that such outside employment is not in the best interest of the Department. Furthermore, permission may be revoked in any case where an employee fails to perform adequately while on duty or receives disciplinary action in any way related to such outside employment.
8. No employee shall solicit any person, business, or other entity for secondary employment while on duty, or while acting as a Western Springs Department of Law Enforcement Services employee.

G. Liability

1. In working regular off-duty employment, personnel fully understand and agree to the terms and conditions contained herein. Personnel also agree not to file a claim of any kind or nature against or with the Department. In addition, if the employee, anyone at the employee's direction, or on the employee's behalf, or any third party or entity, does file a claim, the employee agrees to defend, hold harmless, and fully indemnify the Department for any costs, losses, claims, reasonable attorney fees, and/or expenditures incurred by the Department. The employee understands that it is their sole responsibility to arrange with the secondary employer for the protection of liability and health insurance, worker's compensation, and the like.
2. The Department shall not be responsible for medical expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any regular off-duty employment.
3. The Department shall not be responsible for any expenses, losses, and/or costs associated with injury leave incurred from injuries sustained while the employee is working in any regular off-duty employment.
4. The Department shall not be responsible for any retirement, pension, or other types of expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any regular off-duty employment.
5. The Department shall not be responsible for any third party liability incurred or created while an employee is working in any regular off-duty employment.
6. The Department shall not be responsible for any expenses, losses, and/or costs incurred for defense of any criminal prosecution against the employee as a result of any regular off-duty employment.

APPENDIX E

ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I, _____, a sergeant in the Village of Western Springs, and a member of the Metropolitan Alliance of Police, Chapter 456 being proposed for discipline by the Village of Western Springs Police Department, have been informed of my options to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of Western Springs and the Metropolitan Alliance of Police, Chapter 456.

In accordance with section 6 of the Grievance Procedure, the employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Western Springs Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

_____ (*initial*) I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of Western Springs Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 6 of the grievance procedure.

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately (meaning: retroactive to the date of the decision to discipline), subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration, provided that the Chief simultaneously provides me with a copy of all reports and evidence relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline I hereby release the Village of Western Springs, the Western Springs Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of Western Springs Board of Fire and Police Commissioners as described within Section 6 of the grievance procedure. This document will be considered my grievance.

Agreed: _____

Date: _____

Witness: _____

Date: _____

B. Board of Fire and Police Commissioners

By selecting an appeal of discipline before the Village of Western Springs Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Western Springs in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Western Springs, the Western Springs Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Village of Western Springs Board of Fire and Police Commissioners.

I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police. I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline. This document will be considered my request for a hearing concerning this discipline.

Agreed: _____

Date: _____

Witness: _____

Date: _____

Received by the Chief of Police's Office: _____

Date: _____

MEMORANDUM OF AGREEMENT

Between

VILLAGE OF WESTERN SPRINGS

And

**METROPOLITAN ALLIANCE OF POLICE,
WESTERN SPRINGS SERGEANTS CHAPTER #456**

The Village of Western Springs (hereinafter “Employer” or “Village”) and the Metropolitan Alliance of Police Chapter 360 (“MAP 360”) are currently engaged in negotiations regarding a body worn camera agreement. The parties agree that any agreement reached between the Employer and MAP 360 concerning body worn cameras shall automatically apply to employees covered by this Agreement.

Village of Western Springs MAP 456

By: _____ By: _____
Dated: _____ Dated: _____

SIDE LETTER OF AGREEMENT

BODY-WORN CAMERAS

~~The Union agrees to withdraw its proposals relating to body worn cameras without prejudice since the Village does not currently have a body worn camera program. Provided, however, the Village is obligated by law to deploy body worn cameras in the future. As such, unless prohibited by law, the Village will notify the Union when it intends to implement body worn cameras and, upon request by the Union, bargain over the impact of the implementation of such cameras in advance of their implementation to the extent that such impacts are mandatory subjects of bargaining.~~

~~VILLAGE OF WESTERN SPRINGS: _____ MAP, CHAPTER 456:~~

~~Dated: _____ Dated: _____~~



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 8.A.

To: Board of Trustees

From: Heather Valone, AICP, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Kelsey Fawell, Senior Planner, Jill Izzo, Deputy Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

RE: (Discussion only) Amanda Sutter – Request for a Temporary Use Permit for the 2026 Jolie Fashion Show Special Event

Recommendation

The Planning and Zoning Committee reviewed this item at their meeting on May 4, 2026, and recommended the approval of the Temporary Use Permit (TUP) for the 2026 Jolie Fashion Show special event with a condition.

Summary

Amanda Sutter, owner of Jolie, A Dress Boutique ("Jolie") located at 824 Hillgrove Avenue, has submitted a request for a temporary use permit (TUP) at the Tower Green (916 Hillgrove Ave.) for a fashion show event. The event will be conducted on Thursday, July 30, 2026, from 6:00 p.m. to 7:15 p.m. A request letter dated March 24, 2026, has been submitted by Mrs. Sutter discussing the event and the pertinent details related to the request, which are as follows:

- The event is proposed to showcase Jolie's Homecoming dress collection.
- The fashion show models are local high school students who will travel from Jolie to the Tower Green via Lawn Avenue. The models will walk the sidewalks/walkways along Hillgrove Avenue to the foot of the Tower and along the walkway back to Lawn Avenue before returning to Jolie. All activities will be held on the Tower Green and will not impede or block any sidewalks or streets other than the southeast portion of the Tower Green, as shown on the site plan. The site plan for the event is included in Attachment 1.
- The assistance of the Community Service Officer is requested to facilitate the models crossing Lawn Avenue.
- The event is anticipated to have up to 125 attendees, who will sit in chairs provided by Mrs. Sutter along the models' route.

- The event will include a DJ/moderator at the foot of the Tower.

The Planning and Zoning Committee reviewed the application and draft TUP at their meeting on May 4, 2026, and recommended approval of the request with one (1) condition. At the meeting, Mrs. Sutter indicated a potential interest in providing a portable toilet for the event. The Planning and Zoning Committee recommended that if Mrs. Sutter provides a portable toilet, its location must be reviewed and approved by Village staff. The draft TUP included in Attachment 2 reflects the Planning and Zoning Committee's recommended condition.

Attachments

1. Applicant Submittal Package
2. Draft Temporary Use Permit - Temporary Use Permit For 2026 Jolie, A Dress Boutique Fashion Show

Financial Impact

None. Any cost for assistance at the crossings will be covered by the applicant.

Recommended Motion

I move to recommend approval of a Temporary Use Permit (TUP) for the 2026 Jolie Fashion Show special event.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Applicant Submittal Package
2. Draft Temporary Use Permit



Village of Western Springs Permit Application for Temporary Use

Applicant's Name Amanda Sutter

Organization Jolie, A Dress Boutique

Applicant's Phone _____ Mobile #815-955-3148

Email yourspecialoccasionshop@gmail.com

Briefly describe the event requiring the temporary use: Fashion Show

Type of Temporary Use

Trailer/Tent/Portable Lavatory/Shed _____

Christmas Tree Lot _____

Art, Craft and Book Sales _____

Sidewalk Sales _____

Vendor Cart or Food Concession _____

Other _____

Location Tower Green

Dates of Use July 30th at 6pm

Comments I'm looking to host a fashion show that will require chairs on the Green closest to Lawn Ave. I'd like to have the models walk to the Green from Jolie which would require some traffic assistance for a short time as they walk across the street. No sales of food or beverages will be available but non-alcoholic drinks will be provided as part of their ticket price. Ideal capacity would be between 100-125 women and their daughters and the entire event should take no longer than 60-75 mins. There will be a DJ onsite to play music prior to the show and MC the event.

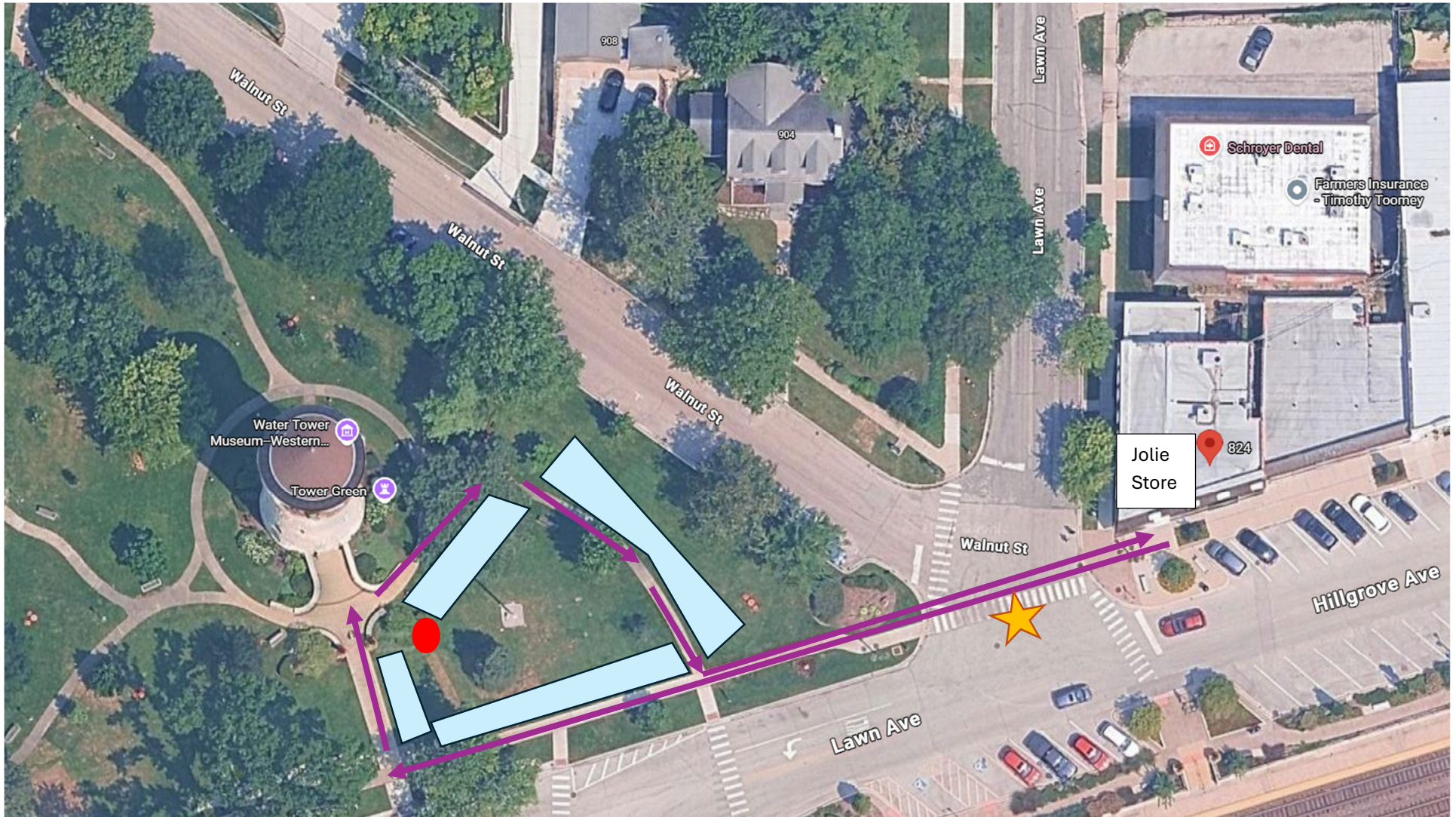
Amanda Sutter/ Amanda Sutter

Signature of Applicant/ Printed Name

Date: 3/24/26

Approved _____ Denied _____

Permit Number _____



The **purple** arrows show the walking path of the models.

The **blue** polygons indicate seating areas.

The **star** indicates the requested community service officer.

The **dot** indicates the location of the DJ/ MC location.

VILLAGE OF WESTERN SPRINGS

Temporary Use Permit for: 2026 Jolie, A Dress Boutique Fashion Show
(Thursday, July 30, 2026)

Date of Village Board Approval: May 18, 2026

Applicant / Permittee: Amanda Sutter, Owner of Jolie, A Dress Boutique

Location: Tower on the Green

At a Village Board Meeting held on May 18, 2026, the President and Village Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to Amanda Sutter to allow the Permittee to operate the 2026 Jolie Fashion Show Event (the "Special Event") on **Thursday, July 30, 2026**, SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Event

Location and Time: The Permittee's Application, supporting documents and Special Event Plan, copies of which are attached hereto as **Exhibit "A"** and made a part hereof, are approved by the Village under this Temporary Use Permit. **The Special Event shall commence on Thursday, July 30, 2026 at 6:00 P.M. and conclude at approximately 7:30 P.M.** The Permittee and its sponsors, employees, contractors, subcontractors, volunteers and agents may set up the Special Event two (2) hours prior to the start of the Special Event and shall remove all structures erected for and debris generated by the Special Event within one (1) hour of the conclusion of the Special Event. The Permittee shall conduct the Special Event in accordance with the Application, its supporting documents and Special Event Plan, subject to the conditions set forth below. A Temporary Use Permit is required in order to conduct the Special Event. The Temporary Use regulations are set forth at Section 10-4-5 (Temporary Uses) of the Western Springs Municipal Code.

Conditions:

1. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present prior to, during and after the Special Event to deal with any issues or matters that arise with the operation of the Special Event or with any of the participants or sponsors, officers, officials, employees, contractors, subcontractors, volunteers and agents assisting with the Special Event.
2. **Hire/Use of Police Officers:** Community Service Officer (CSO) for assistance in crossing Lawn Avenue at Hillgrove Avenue. Use of a police officer in the event that the CSO is unavailable.
3. **No Parking Signs:** Depending on the number of participants, the Village may need to post temporary "no parking" signs in certain areas throughout the Special Event area.
4. **Temporary Restroom Facilities:** In the event that the Permittee desires to provide portable toilet(s) for the event, the location of those portable toilets will be subject to the review and approval by the Director of Community Development prior to the scheduling of the planning meeting.
5. **Planning Meeting:** Conduct a planning meeting with the Village staff at least two (2) weeks prior to the Special Event to discuss the details. At the meeting, the Permittee shall provide an accurate count of participants to allow the Village to plan and allocate its resources for the Special Event.

6. **License and Release, Hold Harmless and Indemnification Agreement:** Prior to the execution of this Temporary Use Permit, the Permittee shall execute and return to the Village a License and Release, Hold Harmless and Indemnification Agreement on a Village-approved form (a copy of which is attached hereto as **Exhibit "B"** and made a part hereof) and provide proof of insurance as required in the Agreement. Under the License and Release, Hold Harmless and Indemnification Agreement, the Permittee agrees as follows:
- A. **Release of Claims:** To waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to personal injuries, illness or death, damages, or economic and non-economic damages or losses, that it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may have against the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the activities allowed under this Temporary Use Permit or the operation of the Special Event.
 - B. **Risk of Injury:** To assume the full risk of injuries, illness, death, damages or losses of any kind which Permittee or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may sustain arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the activities allowed under this Temporary Use Permit or the operation of the Special Event.
 - C. **Indemnity and Defense:** To protect, indemnify, save and hold forever harmless and defend the Village and its officers, appointed and elected officials, president and trustees, employees, agents, attorneys, engineers and volunteers from and against any and all liabilities, obligations, claims, injuries, illness, death, damages or losses of any kind, penalties, causes of action, costs and expenses brought by any person, including Permittee or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public, arising out of, connected with or in any way associated with the approval of this Temporary Use Permit and the operation of the Special Event.
6. **Insurance:** During the term of this Temporary Use Permit, the Permittee agrees to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on their insurance policies related to the activities allowed under this Temporary Use Permit, including the operation of the Special Event for the purposes stated herein. Permittee shall provide separate insurance policies for the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:
- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - B. Umbrella Coverage – \$2,000,000
 - C. Property Damage – \$500,000 per occurrence
 - D. Workers Compensation – Statutory

Permittee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate and policy endorsement executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." Said certificates shall list the Village

and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The insurance coverage of Permittee shall be primary to the Village's own insurance. The Certificate shall provide for a thirty (30) calendar day written notice to the Village in the event of cancellation or material change of coverage.

7. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Special Event Plan may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Village-approved Special Event Plan that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services or the Director of Community Development.
8. **Reimbursement of Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Event or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

IN WITNESS WHEREOF, this Temporary Use Permit is effective on the date the last signatory signs below.

VILLAGE OF WESTERN SPRINGS

By: _____

Name: Heidi Rudolph

Village President

Date: _____, 2026

PERMITTEE:

Jolie, A Dress Boutique

By: _____

Name: Amanda Sutter

Title: Owner

Date: _____, 2026

Date of Permit Issuance: _____, 2026

By: _____

Heather Valone, Director of Community Development

Draft

Exhibit "A"

**2026 Jolie, A Dress Boutique Fashion Show
for July 30, 2026**

**Application
and its Supporting Documents
and Special Event Plan**

(attached)

Draft

Exhibit “B”

License And Release, Hold Harmless and Indemnification Agreement

(attached)

Draft

**LICENSE AND INDEMNIFICATION AGREEMENT
FOR TEMPORARY USE OF VILLAGE OWNED PROPERTY TO CONDUCT A SPECIAL EVENT
[Jolie, A Dress Boutique for 2026 Jolie Fashion Show Event]**

This License and Indemnification Agreement (“Agreement”) has been entered into this 18 day of May, 2026 by and between the Village of Western Springs, an Illinois municipal corporation (the “Village” or “Licensor”), and Jolie, A Dress Boutique, an Illinois corporation (the “Jolie” or “PERMITTEE”), for the purposes set forth below. The PERMITTEE and the Village are collectively referred to at times as the “Parties” and individually as a “Party”, in regard to the following:

WHEREAS, the Village owns certain public land, sidewalks, open space and streets commonly known as the “Water Tower Green Area” (the “Village ROW Area”) in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as **Exhibit “A”** and made a part hereof (the “Licensed ROW Area”); and

WHEREAS, the PERMITTEE desires to use portions of the Licensed ROW Area, as shown on the attached Site Plan, for the purposes of conducting a special event. Subject to the terms of this Agreement, the Village and the PERMITTEE agree to the PERMITTEE’s non-exclusive, temporary use of the Outdoor Licensed Premises as follows:

Authorized Special Events:	2026 Jolie Fashion Show Event
Special Event Date and Times:	Thursday, July 30, 2026 from 6:00 P.M. to 7:30 P.M. Alternate rain date and hours as approved by the Village Manager
Special Event Location:	Use of the grass and public sidewalks on the Tower Green Also referred to as the “Licensed ROW Area”
Special Event Applicant(s):	Amanda Sutter
Contact Information:	(312) 350-5380
Other Restrictions:	No closure or access restriction of public sidewalks No closure or access restriction of public streets No closure or access restriction of the Licensed ROW Area Compliance with all posted on-street parking signage Bathroom/hand-washing facilities are not provided by the Village No port-a-johns allowed on the Tower Green Water and electricity are available from the Village, at the Licensee’s cost, at the Tower Green, but must be arranged no less than ten (10) business days prior to the Special Event Date No guarantee of the condition of the Tower Green grass and grounds because of soft soil, damp grass, rain or other weather events No consumption of alcoholic beverages during Special Event Location of any portable toilets must be approved by the Community Development Director prior to the scheduling of a planning meeting.

WHEREAS, this Agreement is required by Section 4-1-9(J) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the Special Events Applicant the use of a portion of the public right-of-way for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Village has granted to the PERMITTEE a TUP to operate the Special Event in accordance with the terms of the TUP and the following terms:

1. **Term and License Fee.** The Village authorizes the temporary, non-exclusive use of the Licensed ROW Area by PERMITTEE to operate the Special Event for the following date and **time period: Thursday, July 30, 2026 from 6:00 P.M. to 7:30 P.M. CST (the "Special Event Date")**, provided that PERMITTEE has executed this Agreement and returned it to the Village Manager prior to the Special Event Date. **The PERMITTEE and its sponsors, volunteers, employees, contractors, subcontractors, volunteers and agents may set up the Special Event two (2) hours prior to the start of the Special Event and shall remove any structures erected pursuant to the Special Event Plan from the Licensed ROW Area no later than one (1) hour after the conclusion of the Special Event.** PERMITTEE's use of the Licensed ROW Area shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed ROW Area.
2. **Condition of Premises.** PERMITTEE accepts the Licensed ROW Area in the condition existing as of the Special Event Date. PERMITTEE acknowledges that it has inspected the Licensed ROW Area and acknowledges that it is in good condition. The Village makes no representations or warranty of any kind with respect to the condition of the Licensed ROW Area. PERMITTEE acknowledges that the Village has made no representations or promises to PERMITTEE to alter, repave or otherwise improve the condition of the Licensed ROW Area.
3. **Care, Maintenance and Restoration.** PERMITTEE shall, at its own expense and at all times, be responsible for maintaining the Licensed ROW Area, as well as the areas used for activities associated with the Special Event, in good condition and free from litter and other debris generated by the Special Event. PERMITTEE shall, at its own expense, hire personnel to clean up all litter and debris from participants and attendees of the Special Event, to wash the Licensed ROW Area in order to remove any food, drink or paint residue (if necessary), and to repair or replace any damaged public property caused during the Special Event. Upon termination of this Agreement, by lapse of time or otherwise, PERMITTEE, at its own expense, shall return and restore the Licensed ROW Area to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct PERMITTEE to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area to its previous condition.
4. **Interference With Access.** PERMITTEE represents and warrants that its use of the Licensed ROW Area shall not interfere in any way with the use of the public rights-of-way owned by the Village, the State or the County, unless the use of the public rights-of-way are expressly approved in the TUP.

5. **Assignment and Subletting.** This Agreement may not be assigned or subletted by PERMITTEE without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of PERMITTEE's unauthorized assignment or subletting, this Agreement shall immediately terminate.
6. **Village Entry and Inspection.** The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area as well as the areas used for activities associated with the Special Event, at any time and with or without prior notice, for all lawful purposes.
7. **Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.** PERMITTEE covenants and agrees as follows:
 - A. **Hold Harmless and Indemnification.** PERMITTEE agrees to protect, indemnify, save and hold forever harmless the Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including PERMITTEE and its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public, arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
 - B. **Risk of Injury.** PERMITTEE assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may sustain arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
 - C. **Waiver of Claims.** PERMITTEE agrees to waive and relinquish any and all claims or causes of action of any kind that it or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public have against the Village and the Village Affiliates arising out of or relating to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.
 - D. **Release From Liability.** PERMITTEE fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which PERMITTEE or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may have or which arise out of or relate to the Special Event, PERMITTEE's use or the public's use of the Licensed ROW Area or the areas used for activities associated with the Special Event, any other public rights-of-way in the Village, or any matters arising out of or relating to matters covered under the TUP or this Agreement.

8. **Insurance.** During the term of this Agreement, PERMITTEE agrees to **have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies**, in its endorsements and on its certificates related to the operation of the Special Event for the purposes stated herein. PERMITTEE shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability – \$1,000,000 per occurrence and \$2,000,000 general aggregate
- B. Umbrella Coverage – \$2,000,000
- C. Property Damage – \$500,000 per occurrence
- D. Workers Compensation – Statutory

PERMITTEE shall furnish certificates of insurance and policy endorsements, with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit “2”** attached hereto and made a part hereof. PERMITTEE shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. PERMITTEE shall also carry, during the life of this Agreement, a Workers Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

PERMITTEE’s policy or policies of insurance shall specifically recognize and cover PERMITTEE’s indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by PERMITTEE shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of PERMITTEE’s insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

“Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village.”

In the event of the cancellation of any insurance policy required herein, or upon PERMITTEE’s failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of PERMITTEE shall be primary to the Village’s own insurance.

9. **Alterations.** PERMITTEE shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area, which consent may be withheld in the discretion of the Village. It is expressly understood by PERMITTEE that if PERMITTEE or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public perform any alterations to the Licensed ROW Area, PERMITTEE agrees to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or

causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including PERMITTEE, the Special Event or its sponsors, officers, officials, employees, contractors, subcontractors, volunteers, agents, participants or members of the public may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Licensed ROW Area to the full extent possible under the provisions of **Section 7 of this Agreement** (Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification).

PERMITTEE shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in **Section 8** above.

10. **Default.** Each of the following acts or omissions of PERMITTEE or occurrences shall constitute an "Event of Default":
 - A. Failure or refusal by PERMITTEE to comply with any of the obligations of PERMITTEE set forth in this Agreement or the TUP; or
 - B. Cancellation of the Special Event without a rescheduled date(s).
11. **Village's Remedies on Default.** If PERMITTEE defaults in the performing of any of the covenants or obligations hereof, or in the occurrence of any Event of Default, the Village shall give PERMITTEE written or verbal notice of such default, and if PERMITTEE does not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement and the TUP. Upon termination of this Agreement or the TUP, PERMITTEE shall promptly remove its personal property, equipment and materials from the Licensed ROW Area and shall not conduct activities associated with the Special Event.
12. **Non-Waiver.** Failure by PERMITTEE or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or the TUP or to exercise any of its rights hereunder shall not waive such rights, but PERMITTEE and the Village shall have the right to enforce the terms and conditions of this Agreement or the TUP at any time and take such action as might be lawful or authorized hereunder, either in law or equity.
13. **Attorney's Fees.** In the event any lawsuit is filed by the Village for recovery of the Licensed ROW Area, or because of any act, which may arise out of the use or possession of the Licensed ROW Area or to enforce the terms of this Agreement or the TUP, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.
14. **Notices.** Any notice which either Party may or is required to give shall be given by mailing the same, by Personal Delivery or United States Registered or Certified Mail, postage prepaid, **to Jolie, A Dress Boutique at 824 Hillgrove Avenue, Western Springs, Illinois 60558, or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558**, or to such other places as may be designated by the Parties from time to time.

15. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
16. **Right to Terminate.** The Village may suspend or terminate the operation of the Special Event or terminate this Agreement at any time and for any reason relating to the public safety or for a violation of applicable federal, state, county or Village laws, the TUP or this Agreement, upon written notice or verbal notice to PERMITTEE. In the event the Village exercises its right to terminate this Agreement, PERMITTEE agrees to restore the Licensed ROW Area to its condition as of the Special Event Date, as required by **Section 3 above**. If this Agreement is terminated by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time. Otherwise, this Agreement shall terminate at the conclusion of the Special Event, except that the release, hold harmless and indemnification provisions of **Section 7** of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined above) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of PERMITTEE set forth in **Section 3** above (Care, Maintenance and Restoration) shall survive the termination of this Agreement until those obligations are fully satisfied by PERMITTEE.
17. **Compliance With Laws.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- A. **Certification.** Each Party and its officers, corporate authorities, employees, and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees, and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees, and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees, and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the Parties been so convicted nor made such an admission.

B. Non-Discrimination. Each Party and its officers, corporate authorities, 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. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party 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. Each Party certifies that it agrees to comply with 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).

C. Illinois Freedom Of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the FOIA.

18. **Venue.** 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. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
19. **Complete Defense.** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by PERMITTEE or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
20. **Authority to Bind.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.
21. **Effective Date:** This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted into the first paragraph on page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the dates set forth below.

VILLAGE OF WESTERN SPRINGS

By: _____

Name: Heidi Rudolph

Village President

Date: _____, 2026

Jolie, A Dress Boutique

By: _____

Name: _____

Amanda Sutter, Owner

Date: _____, 2026

Exhibit “1”

**Temporary Use Permit
for the 2026 Jolie Fashion Show
(the “Special Event”)**

(attached)

Draft

Exhibit “2”

**Insurance Certificate
for the Special Event**

(attached)

Draft



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: National Public Works Week 2026 Proclamation (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 7, 2026 and recommended to proclaim May 17-23, 2026, as National Public Works Week and urge all citizens to join in activities, events, and ceremonies designed to pay tribute to Public Works professionals.

Summary

National Public Works Week was first supported and celebrated by the American Public Works Association in 1960. And in 1962, President John F. Kennedy signed the first National Public Works Week proclamation, which observes the third full week of May as National Public Works Week.

This year, the National Public Works Week theme, "Rooted in Service, Powered by Community", acknowledges the roots of service run deep in public works. The roots of service have propelled public works innovations that have helped communities evolve into places where people can lead lives of purpose and possibility. Some work is highly visible, others are sometimes hidden from view, but these efforts form the foundation of thriving communities, reminding everyone that every project, seen and unseen, powers the connection between service and the people it supports.

Financial Impact

No financial impact.

Recommended Motion

I move to proclaim May 17-23, 2026 as National Public Works Week and urge all citizens to join in activities, events, and ceremonies designed to pay tribute to Public Works Professionals.

Strategic Plan Alignment

None.

File Attachments

1. National Public Works Week 2026 Proclamation

PROCLAMATION
NATIONAL PUBLIC WORKS WEEK - MAY 17 - 23, 2026
"Rooted in Service, Powered by Community"

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Village of Western Springs; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Village of Western Springs to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, we, the members of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, acting by and through the Village President, do hereby designate the week May 17-23, 2026 as National Public Works Week;

FURTHER, we urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of Western Springs, Cook County, Illinois to be affixed this ____ day of _____, 2026.

Village President

ATTEST:

Village Clerk



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.B.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: (Discussion only) Waiver of the Bidding Process and Purchase of a Falcon Asphalt Hot Box and Recycler Trailer from Midwest Paving Equipment, Inc.

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of a purchase of a 4-ton Falcon Asphalt Hot Box and Recycler from Midwest Paving Equipment, Inc. utilizing the Sourcewell Cooperative Purchasing Contract #050625-FRM in an amount not to exceed \$50,883.00.

Summary

The Municipal Services Department is requesting the approval to purchase one Falcon 4-ton Asphalt Hot Box and Recycler Trailer utilizing the Sourcewell cooperative purchasing contract #050625-FRM. Procuring through Sourcewell ensures full compliance with competitive bidding requirements while leveraging nationally bid pricing that provides meaningful cost savings for the Village.

An asphalt hotbox is used by public works crews to keep asphalt at the proper hot temperature while transporting it to repair sites. This allows workers to make longer-lasting pothole and pavement repairs because the material stays workable. It's especially useful for patching work in colder weather or when multiple repair stops are planned.

To ensure the most competitive bidding, staff obtained three quotes from three vendors through Sourcewell Contracts for hot box trailers that ranged from 2 to 4-tons and determined the Falcon was the lowest, most cost-effective option meeting the Village's 4-ton hotbox requirement. A summary of the three vendor quotes is as follows:

Equipment	Falcon 4-ton Asphalt Hot Box	Spaulding 2-ton Jacketed Hot Box	Stepp 4-ton Hot Pack Dump Trailer
Price	\$50,833	\$50,362.50	\$57,981

Pricing for the Falcon Asphalt Hot Box and Recycler Trailer provides a 10% discount and

delivery. The hotbox will support roadway restoration efforts, primarily after watermain breaks and for in-house asphalt work. If approved, the order will be placed through Midwest Paving Equipment Co., the authorized dealer, in accordance with Sourcewell contract terms.

Financial Impact

The total project cost exceeds the 2026 total budget, but the existing fund can support the increase. A future budget amendment will be presented if necessary.

Account	4103310 60030	Account	4303510 62030	Account	4401515 62030
Fund	Water	Fund	Water	Fund	Water
2026 Budget	\$16,000	2026 Budget	\$16,000	2026 Budget	\$16,000

2026 Total Budgeted \$48,000 Project Cost \$50,833

Recommended Motion

I move to approve the purchase of a 4-ton Falcon Asphalt Hot Box and Recycler from Midwest Paving Equipment, Inc. utilizing the Sourcewell Cooperative Purchasing Contract #050625-FRM in an amount not to exceed \$50,883.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Falcon Contract 050625
2. Quote



MASTER AGREEMENT #050625
CATEGORY: Roadway Maintenance Equipment
SUPPLIER: Falcon Road Maintenance Equipment, LLC dba Falcon Equipment Holdings, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Falcon Road Maintenance Equipment, LLC dba Falcon Equipment Holdings, LLC, 2600 W. Salzburg, Freeland, MI 48623 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcwell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcwell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcwell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
 - a. Asphalt recyclers and reclaimers, hot boxes;
 - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
 - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
 - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
 - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.**a) During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

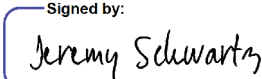
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Falcon Road Maintenance Equipment, LLC
dba Falcon Equipment Holdings, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/1/2025 | 1:59 PM CDT

Signed by:

9E0DD298FB0D409...
By: _____
Trish Bell
Title: Sales Coordinator
Date: 7/1/2025 | 12:53 PM CDT

RFP 050625 - Roadway Maintenance Equipment

Vendor Details

Company Name: Falcon Equipment Holdings, LLC

Does your company conduct business under any other name? If yes, please state: Falcon Road Maintenance Equipment, LLC

Address: 2600 W Salzburg
Freeland, MI 48623

Contact: Trish Bell

Email: trish@falconrme.com

Phone: 248-860-6064

HST#: 47-2654196

Submission Details

Created On: Tuesday March 18, 2025 09:04:57

Submitted On: Monday May 05, 2025 11:52:32

Submitted By: Trish Bell

Email: trish@falconrme.com

Transaction #: a0ad40cf-de09-4d6c-bb7e-6f4381ddec16

Submitter's IP Address: 147.243.208.234

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Falcon Road Maintenance Equipment, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Falcon Equipment Holdings, LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	650A3	*
5	Provide your NAICS code applicable to Solutions proposed.	333120	*
6	Proposer Physical Address:	2600 W Salzburg Freeland, MI 48623	*
7	Proposer website address (or addresses):	www.falconrme.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Trish Bell - Sales Coordinator 2600 W Salzburg Freeland, MI 48623 Trish@falconrme.com 248-860-6064	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trish Bell - Sales Coordinator 2600 W Salzburg Freeland, MI 48623 Trish@falconrme.com 248-860-6064	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ric Simon - Vice President of Sales and Marketing 2600 W Salzburg Freeland, MI 48623 Ric@falconrme.com 248-207-1783	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Falcon was incorporated in 2004. The Company was founded by Mike Groulx who brought an extensive background in design, engineering, and production of asphalt hot boxes to the organization. Since inception, Falcon has been committed to our mission of designing and building the highest quality asphalt hot boxes and tack distributors possible while providing our dealer partners and our municipal customers with outstanding after sale support. We pride ourselves on being an organization focused on continuous innovation and we are committed to complete customer satisfaction throughout the lifespan of our products. Care for our Falcon customers and associates, care for safety, and care for the environment are also hallmarks of Falcon Road Maintenance that are evident in everything we do. Falcon intends to continue to seek opportunities to expand our product offerings to governmental agencies through organic growth or acquisitions to fill our customers' pavement rehabilitation needs.	*
12	What are your company's expectations in the event of an award?	Recognizing Sourcewell as the preeminent cooperative purchasing contract, if awarded, the following are our expectations: - We expect a significant portion of our governmental sales (85 %+ of our total sales) to be sold through the Sourcewell contract. - We will immediately educate our dealer network on the benefits of the contract and how to properly promote and administer it. - We will educate government entities on the value and benefits of utilizing the Sourcewell purchasing contract. - We will immediately promote and market our specific products to governmental entities throughout the United States, Canada, and U.S. territories. - We expect to grow our sales by increased exposure to the governmental market and provide pavement maintenance products that are in demand by Sourcewell eligible agencies. - We expect to be a good steward of the Sourcewell contract, consistently promoting it at national and local trade shows, dealer open houses, seminars, and other customer gatherings. - We expect to properly monitor use of the contract and accurately report our sales within the parameters outlined in the contract. - We expect to participate in H2O and other Sourcewell-sanctioned events. - We expect to be a great partner.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The financial strength of Falcon Road Maintenance Equipment is very good. We have experienced steady growth over the years, which led to the opening of our new state-of-the-art manufacturing facility in 2019. Our municipal sales growth, and thus our financial strength, is projected to continue to climb. Cooperative sales are expected to contribute significantly to our financial growth in the coming years. See our financial outlook enclosed (Financial Strength and Stability attachment).	*
14	What is your US market share for the Solutions that you are proposing?	The hot box industry does not report sales through AEM so it is difficult to accurately report market share. However, based upon input from our vendor who supplies burners for the entire industry of hot box manufacturers, we consume well over 50% of the market for burners. Based on this information, and field surveys of the municipal customer market, we are confident that we are the industry leaders with over 60% US market share. We have consistently sold 300-400 trailer-mounted asphalt hot boxes per year for the past 12 years. Over 85% of these machines were sold to governmental agencies. Many were purchased through NJPA or Sourcewell contracts held from 2010 thru 2023. We are confident, with our recent introduction of dedicated patch trucks (late 2024), that these numbers will continue to grow.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian market share is in line with our US share. Based on input from TSSA, a Canadian government entity that provides certification for machines with diesel burners. They have reported to us that we are the leader of hot box sales in Canada with a 55% share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Falcon does not have any current or completed bankruptcy proceedings.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b.) Manufacturer Falcon Road Maintenance Equipment, LLC is the manufacturer of all Falcon hot box trailers, slip-in, truck-mounted, hooklift, and Patch trucks. We are dedicated to maintaining strong relationships with our dealer partners and our internal sales and service teams. Our Internal sales team (direct Falcon employees) consists of 10 employees: 6 Regional Managers, 1 sales administrator, 1 Vice President of Sales and Marketing, and 2 marketing personnel. Our internal service force consists of 5 product support employees responsible for parts and service after-market customer support. These individuals are employees of Falcon Road Maintenance Equipment, LLC, who undergo comprehensive training and work closely with our dealer network. We sell through a dealer network that consists of 30 Dealers who cover 50 states as well as Canada. These dealer/distributors include a total of 211 Sales Representatives and 402 Service Technicians who are employees of our dealer/distributor network. We carefully select dealers that are committed to supporting our methodology, products, and high standards.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We hold the following certifications: - Association of Equipment Manufacturers - This is not required but the association allows relationship building and interaction with peers in the equipment manufacturing industry. - North American Trailer Manufacturers – This is not required but has been a valuable resource for Falcon regarding production of our trailers. - Federal Motor Vehicle Safety Standards – We are regulated by FMVS standards because we produce titled vehicles. - Technical Safety and Standards Authority (Canada) – We are not required to, but meet these standards, and our dealer in Ontario has each machine certified by TSSA prior to delivery. - National Emission Standards for Hazardous Air Pollutants – We are required by the Department of Natural Resources (DNR) to record monthly the emissions that our manufacturing facility expels into the air. We meet the NES standards. - OSHA – We meet the required standards of this regulatory agency. - MIOSHA (Michigan) – We meet the required standards of this regulatory agency.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Falcon Road Maintenance Equipment Company, LLC does not have any current or past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We have held the following awards/recognitions over the past 5 years: - Special Tribute from the State of Michigan - Brick Award from the Bay Area Chamber of Commerce - Recognition from Bay Future Inc. - Excellence in Safety Certificate from Great Lakes Safety Training Center - APWA downriver chapter member - Horizon Interactive Awards Gold Winner - Promotion product of service video - Nominated for Business Growth from Mid Michigan Manufacturing Association. - Recognition from Great Lakes Safety. - PCA certification of appreciation. - Pavement Maintenance Magazine: Product of the year award	*
21	What percentage of your sales are to the governmental sector in the past three years?	88% of our sales are to the governmental sector. During the past three (3) years, we have sold 980 Falcon machines to governmental agencies (Additional document_Page 6).	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 5% are sold to the education sector.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Falcon was awarded the NASPO contract during Q4 of 2023 -2024 sales \$780,176 Falcon held the Sourcewell contract from 2017 through Q4 of 2023 -2022 \$2,991,034 -2023 \$4,056,409 -2024 \$498,827 This represents carry-over business for orders placed in 2023 before the expiration of our contract that shipped in Q1 2024 Falcon was awarded the Buyboard contract during Q3 2023 -2024 \$518,997 Falcon was awarded the PCA contract during Q3 of 2023 -2023 \$76,492 -2024 \$839,038 Falcon has held the Minnesota State Contract for many years -2022 \$239,367 -2023 \$687,795 -2024 \$951,228 Falcon has held the MiDeal State contract for many years -2022 \$448,781 -2023 \$1,041,556 -2024 \$937,010 Based on our experience, we find Sourcewell to be the easiest and most widely accepted cooperative purchasing agreement of its kind. Our intent if we are awarded a contract, is to utilize Sourcewell for as many contract sales as possible.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Falcon does not currently hold any GSA or SOSA's.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York State Department of Transportation	James Heintz	716-649-5568	*
Rockland County Highway Department	Rick Calderone	845-222-7277	*
City of Hamilton, Ontario	Blair Fisher	289-260-6532	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Falcon directly employs a sales team of 10 fulltime employees. This team includes 6 regional managers, 2 marketing directors, 1 sales coordinator, and 1 vice president of sales and marketing. Every member of this team receives consistent training and engages with our dealer network. These enhanced relationships allow us to deliver tailored solutions to our customers.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Falcon products are sold and serviced by our authorized dealer network throughout the United States and Canada, consisting of 30 dealers with 92 locations covering all 50 states. All Falcon dealers pass a rigorous vetting process to become a Falcon dealer. We look at market presence, company culture, complimentary product lines, ability to sell and provide service support to governmental prospects, sales force, product support team, and financial viability. We are very proud of the Falcon dealer network and confident in its ability to promote and grow the sales and support of our products to governmental agencies throughout the United States and Canada. Attached is a map of our Falcon dealer network covering the United States and Canada. (Additional document_Page 1)	*
28	Service force.	Although Falcon has an internal service team, service is primarily handled by our dealer network. This includes a dealer network that covers all 50 states and Canada with a team of over 402 field service technicians throughout 92 locations. All dealer service technicians are trained and supported by Falcon employees. With a service team this large and expansive it significantly reduces downtime and enhances the customer experience.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Falcon works with a dealer network of over 30 dealer/distributors that cover all 50 states. Although the majority of sales are done directly with our dealer network, Sourcewell members can obtain quotes, send purchase orders, and get invoiced through our dealer network or Falcon direct. The process, in most cases, is as follows: Order submission: The dealer/Falcon will receive the purchase order from the Sourcewell member and follow up with an order acknowledgement. Order process: Falcon will confirm the correct pricing was utilized and turn the order over to our build team. Manufacturing process: Falcon will build the unit, inspect, and green tag the machine to prepare for shipment to the dealer. Shipment: Falcon will ship to dealer (or in some cases direct to the customer) and the dealer will then set up a delivery with in-service training for operators, mechanics, and supervisors. Invoicing: The dealer/Falcon will invoice the Sourcewell member. Reporting: Falcon will report each Sourcewell sale quarterly and pay the admin fee. We have an in-house contract specialist available to assist our dealers or end-users with anything contract related.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Although Falcon has an internal service team, service is primarily handled by our dealer network. This includes a dealer network that covers all 50 states including Canada with a team of over 402 field service technicians throughout 92 locations. Falcon's fully staffed product support team assists authorized dealers and customers. Direct service calls to our parts and customer support departments are answered or returned the same day, without exception. Our Falcon experienced and knowledgeable product support team is available weekdays from 7am to 7pm. The Falcon hotline is available after hours or on weekends for emergency calls. The same is true for our dealer partners. The Falcon product support team works in harmony with the sales and product support staffs of our dealer network. We provide any troubleshooting and product expertise to our dealers to support their day-to-day commitment to the customer.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Falcon and our dealer network are highly committed to partnering with Sourcewell and providing top-notch pavement rehabilitation equipment and support to Sourcewell members. Our proven track record with governmental agencies and familiarity with Sourcewell contracts certainly position us well for this collaboration.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Falcon and our dealer network are highly committed to partnering with Sourcewell and providing top-notch pavement rehabilitation equipment and support to Sourcewell/Canoe members. Our proven track record with governmental agencies and familiarity with Sourcewell contracts certainly position us well for this collaboration within Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We serve all geographic areas throughout the United States and Canada without exception.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All account types for all Sourcewell participating entities will have full access to any and all Falcon solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions would apply to participating Sourcewell entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will extend the terms of an award to non-profit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will market this contract in a variety of ways, across multiple channels. The goal will be to educate our market on the benefits of the Sourcewell contract and how to become a member. We will also provide information on what products are available from Falcon under the contract. Falcon will accomplish this through a comprehensive marketing strategy, including a timeline (Marketing Plan/Samples Attachment), outlined below: - Announcement to the Falcon dealer network, including dealer principals and all sales teams. - Direct email announcement to all of Falcon's governmental contacts (Marketing Plan/Samples attachment). Corresponding social media announcement on LinkedIn and Facebook. - Section on our website homepage announcing Falcon's contract award with a link to our Sourcewell page. - Creation of a dedicated Sourcewell page on the website that includes all relevant information and links to our contract (Marketing Plan/Samples attachment). All Sourcewell email campaigns and social posts will link to this page. - Google and Bing Ad campaigns expanded to include Sourcewell. - Creation of new Sourcewell literature (Marketing Plan/Samples attachment). - Sourcewell banner will be included on our email campaigns that go out to individual states each week. - Sourcewell will be brand-identified on digital, print ads, and literature if we receive an award. - Paid Linked-In campaigns launched every month (Marketing Plan/Samples attachment). Purchasing through Sourcewell will be a major topic, as we can target governmental job titles. - Attendance at National and Local Trade shows, where we promote the Sourcewell contract. PWX, APWA Snow & Ice, Pave-X, World of Asphalt, Conexpo, DPW Summit, AORS. Falcon and our dealers participate in several local APWA, County Road Association, and Dealer Open Houses across the country annually. Sourcewell will be promoted at each of these trade shows. Sourcewell personnel (Kelly McCallister, Jed Klien, and others) who attend national and local trade shows can attest to our active participation and presence at these events.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Falcon utilizes technology and data to guide us in evaluating and improving our marketing efforts. Below is a summary of how Falcon uses technology and data metrics: - Falcon monitors open rate, Click Through Rate (specifically unique CTR), and bounce rate on all of our email campaigns. This allows us to quickly make adjustments to improve our messaging. Additionally, we A/B test subject lines and content to determine what best fits our audience in different geographical locations. - On our paid social campaigns, we monitor different metrics based on the type of campaign. For a video campaign, we are focusing on awareness and interest so we are monitoring overall video views and average length of view. For article/document campaigns or image campaigns we are focusing on CTR and website impressions generated from the campaign. - Falcon has completed an SEO (Search Engine Optimization) overhaul over the last 5 years and continues to monitor our ratings regularly with our Marketing agency partner, Webstrategies. With the help of Webstrategies, Falcon completes 2 yearly website audits, which allow us to create a targeted content plan that results from continuous SEO improvement. - On the Falcon website, Falcon monitors scroll depth to determine how far down a specific webpage our customers view. This allows us to properly place forms and other CTA's (Call to Action) in the most optimal locations. If awarded the Sourcewell contract, Falcon would utilize this same information to ensure Sourcewell logos and information were placed properly. - Falcon utilizes a Customer Relationship Management system called Monday CRM to track our sales pipeline. This allows us to manage all marketing leads and calculate lead generation from each direct marketing channel as well as calculate accurate ROI. - Falcon has an IP targeting software installed on our website that allows us to track what entities visit our websites and their behaviors on the website. This allows us to provide leads to our sales representatives and allows us to gain further insight into customers who arrive on the site directly from an ad.

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In our view, the primary role of Sourcewell in promoting an agreement arising from this RFP is to give a purchasing vehicle to Government entities that will provide access to national buying power by utilizing cooperative purchasing. Making Sourcewell contracts available to local communities saves time and money by streamlining the procurement process. Government entities can keep taxpayer money in their community by utilizing Sourcewell contracts to buy equipment and services from local dealers/contract holders. Another key role of Sourcewell is providing a path to procurement that satisfies the bid requirement. We see the role of Sourcewell is to provide the mechanism and the legal aspects of cooperative purchasing through a broad variety of contracts, and Falcon's responsibility is to promote our specific contract to all eligible entities. We expect Sourcewell to continue to expand their presence by attending National Governmental shows and continue to provide its Suppliers with a marketing platform. Our first and most important task will be the continuation of education to our direct Falcon sales staff and our dealer network on the benefits and ease-of-use with Sourcewell. This will be accomplished through comprehensive sales training: - Falcon provides periodic sales training to all of our dealer sales staff. Significant focus would be given to Sourcewell during this training. - All Falcon sales representatives are trained to ask each customer about their purchase process. These questions include: How do you plan to purchase? Are you familiar with contract purchasing? Are you familiar with Sourcewell? - We recommend that our dealers research whether or not a customer is a Sourcewell member before providing a quote. We ask that if they are a Sourcewell member, to include their member number on the quote. We will provide our sales staff with tools to help educate customers and promote the Sourcewell contract that include but are not limited to: - Utilization of a Sourcewell specific video produced by Falcon - Sourcewell specific literature to explain the benefits of utilizing the contract - Sourcewell documents available on the Sourcewell website - Trade show material that includes machine magnets, flags, literature, and banners.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently utilize an e-procurement ordering system. Falcon offers highly customizable machines in multiple sizes and configurations. As a result, it is much more conducive for customers to work directly with a licensed Falcon representative or dealer for both machine and parts sales.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	With the delivery of every Falcon hot box, training is standard and included free of charge. Training sessions are set up to include operators, mechanics, and supervisors. An in-depth classroom setting training takes place to review the manual and safety components. After classroom training, a walkaround is performed. The walk around session is hands on with both operators and mechanics to go over all aspects of the unit. This training usually takes place within 10 days of delivery - or when the end users time permits. This initial training can last up to 4 hours. Depending on the territory, the training is either provided by our dealer, or Falcon directly. In addition to the initial training at POS, Falcon and its dealers also offer "refresher" courses at no charge. This may be offered if the end user has a new crew, new mechanics, or if we have noticed some service issues that may be user-related. Lastly, Falcon and its dealers have an in-depth video library (Additional Document_Page 5) to help with operation and troubleshooting for both operators and mechanics. When a Falcon customer hires new operators or mechanics, online training modules are available for machine orientation and familiarization. To assist with machine maintenance, every Falcon manual lists helpful tips for suggested inspections, service, and preparation to be performed throughout the life of the Falcon unit.	*
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	Falcon offers participating Sourcewell entities the strongest warranties of any of our competitors. Our standard warranty, at no additional charge to the customer, consists of the following: - Two (2) year complete machine warranty covering parts and labor. - Lifetime frame warranty. - 5-year maintenance-free combustion chamber guarantee. Additionally, extended warranties are available for purchase. Falcon warranty coverage is straightforward as seen by the attached warranty documents. All warranty registration and claims procedures are administered by the selling/servicing authorized Falcon dealer, making the process seamless and easy for the participating Sourcewell entity. Warranty document attached (Additional Document_Page 2)	*

43	Describe any technological advances that your proposed Solutions offer.	One of the principles that Falcon was founded on was a commitment to continuous innovation. We take pride in being the leaders in our industry from a technological advancement standpoint, including the following: A one-piece formed ceramic combustion chamber (U.S. Patent #8,465,225) -Provides a 92% fuel efficiency rating that has been certified by an independent third party. (See Additional document_Page 3) No one in the industry has come close to matching this fuel efficiency rating. -Falcon products burn less than 3 gallons of fuel per 8-hour shift. -This combustion chamber is virtually maintenance free compared to competitive products that require expensive annual maintenance that causes downtime and added expense to the end-user. VIP Voltage Indicator Protection System. -This system (U.S. Patent # 9,534,782 B2) was developed to protect the machine's burner system. -With a glance the system will tell the operator if they have enough of a charge in the battery to operate the machine. -If the battery does not have enough charge the system will protect itself from non-starts that cause maintenance problems. -Since the VIP was introduced in late 2014, service calls have been reduced drastically, and parts sales for burner parts have dropped dramatically. Falcon machines produce even hopper temperatures in its unique air-jacketed design. -Eliminates material from scorching due to hot spots. -Eliminates material hardening from cold spots. Falcon is the only manufacturer of hot boxes that can run the burner while in tow. -Due to our unique design the burner can run during transport and eliminate the risk of material cooling on the way to the job. All Falcon machines are designed with operator safety in mind. Falcon locates most frequently used operations of the machines on the curbside of the unit to keep the operators out of traffic and harm's way. In 2023 Falcon introduced the Digital Touchscreen ""Smart Controller"". -Building this smart controller gives the end user great technical advances, including burner diagnostics. -toggle between English, Spanish, and French -adjusting material temperature in both Celsius and Fahrenheit - Inspection reminders. - easy in the field updates when there is a program change.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Falcon has made significant strides in sustainability within our factory and sales facilities. Since the onset of Covid, we have implemented a remote work program for our administrative team, as well as a 4-day, 10-hour workweek for manufacturing during the summer months. Falcon has established both paper and plastics recycling programs, along with timed and sensor-activated lights to reduce energy consumption. We prioritize recycling by processing all waste materials, recycling solvents, and using non-hazardous paints. Additionally, we have partnered with Beckett burners in a remanufacturing program that allows us to recycle damaged burners effectively. Beyond our manufacturing facility, we are committed to educating our dealer partners and end users about reclaiming and recycling asphalt. Environmental sustainability is about preserving the natural environment. Falcon contributes to the development of environmentally sustainable communities by building asphalt road maintenance equipment that allows pavement repairs to be made with recycled asphalt. Using recycled asphalt reduces landfill use and disposal costs, conserves aggregate and petroleum resources, and eliminates the material and labor waste resulting from temporary winter repairs.	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Falcon has certification from Wayne Combustion stating our fuel combustion efficiency is 92%. Documentation attached (Additional document_Page 3). 80% of our machines are recyclable at the end of their lives. Our paint process uses non-hazardous paint and solvents.	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	Falcon utilizes a patented combustion chamber - this seamless, ceramic-insulated combustion chamber is designed to make our machines 92% fuel efficient. The Falcon hot box uses 3 gallons or less of fuel per 8 hour shift, when compared to our competitors, that is up to a 10 gallon of fuel savings per 8 hour shift. This goes hand in hand with our thermostatically controlled design. By utilizing this system, the burner is only on when the thermocouple calls for heat; once that desired temp is reached, the burner turns off. This eliminates burning material and reduces consumption of fuel. Lastly, 80% of our machines are built with recycled material.	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	Falcon solutions utilizing low-VOC and biodegradable materials to reduce environmental impact: - For customers purchasing diesel-powered machines, we recommend utilization of B5 or B20 diesel biofuel which is much cleaner than standard diesel. - We also offer propane-powered machines as an alternative to diesel. - For customers who reclaim or recycle material in a Falcon hot box, we recommend using recycled vegetable oil as an asphalt rejuvenator.	*

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	Safety and reduced stress and strain on operators and mechanics are hallmarks of Falcon products. Our hot boxes are designed and manufactured with the comfort and safety of the operator in mind. For example, we consulted with design engineers from the automotive industry to determine the optimum height for our shovel apron and designed it to be the proper ergonomic fit for a person with a shovel, reducing back and shoulder fatigue. We also have easy-opening loading and unloading doors requiring only 15 pounds of force and designed to enhance safety and reduce fatigue on the operator. Additionally, our operator platform is the largest and safest in the industry, keeping workers out of harm's way. From a servicing standpoint, our burner system is easily accessible from ground level. All grease points can also be maintained from the ground level. Fenders, burners, tack spray systems, hoists, and all other main components of our machines bolt-on for ease of access and quick routine maintenance. We have located as many of the essential daily work components on the curbside of our machine. This attention to detail provides a safe work environment by keeping operators farther away from traffic and reducing operator fatigue by having all the working components of the machine on one side.	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	Falcon is committed to educating our dealer partners and end users on safety measures. During in-service training for end users, whether conducted by Falcon or our dealers, we strongly emphasize the importance of NOT using diesel fuel to clean out the asphalt hopper. This along with other warning/safety messages are also clearly displayed on stickers placed on the exterior of our equipment. To further protect our operators, we have strategically located the unloading door handle on the curbside of the unit, keeping operators clear of material that can reach temperatures of up to 350 degrees when exiting the rear unloading door. Falcon provides various lighting packages to enhance visibility while on the road, as well as fire extinguishers mounted on trailers for easy access. Additionally, we use reflective tape around the perimeter of the hot box to ensure end users remain safe and visible, and we place warning labels around the hot box to communicate potential hazards. All these precautions are designed to enhance the safety of our end users. Falcon strongly recommends that all operators use personal protective equipment (PPE) as advised by safety standards, which includes gloves, boots, hard hats, and more.	*
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	100% of our focus at Falcon is on manufacturing and supporting pavement rehabilitation products. Every aspect of our business - sales, marketing, engineering, manufacturing, parts, service, transportation, accounting, and administration is focused on being the best supplier of pavement rehabilitation products in the industry. Our focus gives us the unique ability in our space to be subject matter experts. We share our expertise with the Sourcewell participating entities to provide efficient and cost-saving solutions tailored to fit their operation. We are the only producer of asphalt hot boxes and tack spray machines to offer a full range of sizes from 2 ton to 10 ton in all types of configurations including trailers, slip-ins, hook-lifts, dedicated trucks, skid-mounts, and chassis-mounted equipment. We build standard products that fit most applications, but also build fully customized units for those who require them - no one builds more unique machines to specifically match customer needs than Falcon. We are focused on making it easy for our customers and dealer partners to do business with Falcon. Experience and being observant of the marketplace tells us that governmental agencies want to do business with Sourcewell to purchase our products. By adding the Falcon Patch Truck to our product lineup, we have enhanced our value-added opportunities Sourcewell members. The unique breadth of products Falcon manufactures and distributes through its expansive dealer network provides a unique and first-class experience to the Sourcewell members.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Documentation attached under WMBE/MBE/SBE or Related Certificates	*
52		Minority Business Enterprise (MBE)	☒ Yes ☐ No	Texas Tooling	*
53		Women Business Enterprise (WBE)	☒ Yes ☐ No	Haaker Equipment Co.	*
54		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	n/a	*
55		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	n/a	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	n/a	*
57		Small Business Enterprise (SBE)	☒ Yes ☐ No	Stinson Equipment	*
58		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	n/a	*
59		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	Richmond Machinery	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Payment terms are NET 30 days. We accept checks, cash, wire, and P-card	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	In the past Falcon has worked with Chris Canavati and his team at NCL Government Capital to offer leasing and finance options to all Sourcwell participating entities. We look forward to expanding these offerings through NCL if we are awarded a contract and will educate our Regional Managers and dealers on the available leasing and finance options. In addition our dealer network also have access to local leasing and financing options.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Falcon and our Dealer network quotes include the Sourcwell contract number on the quote. When an order is secured, the Sourcwell member number is included. Our dealer/distributor partners also include Sourcwell contract numbers and member numbers on their documentation. Sample of quote included (Standard Transaction Document Sample).	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Falcon does accept the P-card, there is a 3% fee to the end user.	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Falcon is offering all Sourcewell members in both the United States and Canada a fixed discount off the list price. 10% discount off list price Additional volume discount of 3% available for 5 or more units. Pricing is attached and includes: List Price Sourcewell member discounted price Additional volume discount Available options and accessories	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing submitted offers a discount of 10% off list price for Falcon product and options. We do not offer a greater discount to any other entity.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Falcon is proposing an additional discount of 3% on all transactions of 5 units or more. We do not have a rebate program, but our volume discounts ensure substantial savings.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our dealer network carry multiple lines related to our product. If a Sourcewell member chooses to include these products they will be handled as open market, will not exceed MSRP and identify delivery, or freight charges clearly.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs associated with our equipment are included in the pricing sheet submitted for this RFQ. Falcon does not charge additional fees for pre-delivery, installation, training, etc.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide freight at a \$3.50/mile FOB Freeland, MI (\$5.00/mile FOB Freeland, MI on Patch Trucks). This is an additional cost to the Sourcewell member and is quoted upfront. Falcon freight pricing is simply a pass through cost based on the national average. In the situation of a multiple-unit order, we will shop for better pricing and pass that on to the end user. In addition, our dealer/distributors may handle the cartage, however, it never exceeds the \$3.50/ mile cost.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Falcon has dealers in Alaska, Hawaii, and Canada. In these cases, Falcon delivers to a port, and our distributor arranges transportation from there. Freight costs are quoted at the same time the equipment is quoted. Regardless of the destination, the end user always has the option to set up their own delivery at which point Falcon, or our dealer would not invoice for freight charges.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network stocks Falcon products in their local territories. It is not unusual for an order to be fulfilled with immediate availability from dealer inventory.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Falcon has a very systematic process for verifying compliance when it comes to Sourcewell purchases. Sales administration provides and reviews each quote request against contract pricing. We confirm Sourcewell contract number is on each quote. Falcon Regional managers confirm the accuracy of the quote before passing it to the dealer or Sourcewell member. Dealers must do a mandatory submission to Falcon of all Sourcewell sales (even out of their stock). Final audits are performed prior to invoicing. We perform a monthly audit of all Sourcewell sales. We perform quarterly compiling and reporting of Sourcewell sales to Sourcewell. We perform a customer satisfaction survey that is shared with appropriate Falcon personnel.	*

73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Falcon tracks a number of metrics daily in a real-time, live report called "Monday". We have a dashboard on Monday that provides metrics for several KPI's including PO's received, machines shipped and invoiced, sold by, sold thru contract, contract name (ie, MN State Contract, MI-Deal State Contract, Sourcewell). At any moment, we have access to MTD and YTD results of the contract. It is closely monitored regularly by senior management and shared with our Regional Management team. We set monthly and annual sales goals that are tracked diligently each month. We hold a monthly senior management review of our financial performance, comparing actual to budget. Contract sales, among other critical KPI's, are reviewed during this monthly meeting.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Falcon will pay Sourcewell 1% of the end users' Sourcewell pricing (not including freight).	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered is as good as or better than pricing typically offered through existing cooperative contracts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	For over 20 years, Falcon has established itself as the industry leader in manufacturing and distributing asphalt hot boxes. Asphalt patching is essential in maintaining roadways, parking lots, and other paved surfaces. We believe that when repairing roads, the right equipment matters, and our customers agree. That is why our machines are used by thousands of local and state agencies as well as many contractors across the United States and Canada. Falcon manufactures machines from 2 tons of asphalt capacity to the industry's only 10-ton asphalt hot box. We offer many configurations of machines, including trailer mounts, slip-ins, truck mounts, and our new dedicated asphalt patch truck. All these variations ensure that Sourcewell members get the right machine to fit their operation. Attachment provided (Additional document Page 4). Falcon hot boxes and recyclers give unparalleled versatility. Users can transport cold mix, keeping it warm during the winter months and making it easier to work with. It can transport hot mix and keep it hot all day, and can hold hot mix overnight, keeping it warm for up to 72 hours. Users can also reclaim unused hot mix, eliminating the waste of good material, and recycle asphalt chunks and millings. This makes Falcon the most versatile machine available for pavement preservation. In addition to new equipment, Falcon and our dealers/distributors offer used Falcon equipment, which undergoes inspection and a renew process certified to meet all performance standards.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Asphalt Maintainer: Heats cold mix, keeps hot mix warm, keeps material warm overnight Asphalt Reclaimer/Recycler: Recycles asphalt chunks, rap, and millings, Reclaims virgin uncompressed asphalt cookies	*

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
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78	Asphalt recyclers and reclaimers, hot boxes	☒ Yes ☐ No	Trailers: 2 Ton, single burner, non-dump, diesel or propane, air or oil jacket 2 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, single burner, non-dump, diesel or propane, air or oil jacket 3 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 3 Ton, dual burner, dump, diesel or propane, air or oil jacket 4 Ton, single burner, non-dump, diesel or propane, air or oil jacket 4 Ton, single burner, dump, diesel or propane, air or oil jacket 4 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 4 Ton, dual burner, dump, diesel or propane, air or oil jacket 6 Ton, dual burner, dump, diesel or propane, air or oil jacket Slip-in's: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Hook-Lifts: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Dedicated Patch Trucks: 2 Ton, low-profile, dedicated patch truck 2 Ton, dedicated patch truck 3 Ton, dedicated patch truck 4 Ton, dedicated patch truck 6 Ton, dedicated patch truck 8 Ton, dedicated patch truck 10 Ton, dedicated patch truck
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79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	☒ Yes ☐ No	Trailers: 2 Ton, single burner, non-dump, diesel or propane, air or oil jacket 2 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, single burner, non-dump, diesel or propane, air or oil jacket 3 Ton, single burner, dump, diesel or propane, air or oil jacket 3 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 3 Ton, dual burner, dump, diesel or propane, air or oil jacket 4 Ton, single burner, non-dump, diesel or propane, air or oil jacket 4 Ton, single burner, dump, diesel or propane, air or oil jacket 4 Ton, dual burner, non-dump, diesel or propane, air or oil jacket 4 Ton, dual burner, dump, diesel or propane, air or oil jacket 6 Ton, dual burner, dump, diesel or propane, air or oil jacket Slip-in's: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Hook-Lifts: 2 Ton, single burner, diesel or propane 2 Ton Low Profile, single burner, diesel 3 Ton, single burner, diesel or propane 3 Ton, dual burner, diesel or propane 4 Ton, single burner, diesel or propane 4 Ton, dual burner, diesel or propane 5 Ton, single burner, diesel or propane 5 Ton, dual burner, diesel or propane 6 Ton, dual burner, diesel or propane 8 Ton, dual burner, diesel or propane 10 Ton, dual burner, diesel or propane Dedicated Patch Trucks: 2 Ton, low-profile, dedicated patch truck 2 Ton, dedicated patch truck 3 Ton, dedicated patch truck 4 Ton, dedicated patch truck 6 Ton, dedicated patch truck 8 Ton, dedicated patch truck 10 Ton, dedicated patch truck	*
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	☐ Yes ☒ No	n/a	*
81	Pavement marking application and removal equipment	☐ Yes ☒ No	n/a	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - 2025 SOURCEWELL MEMBER PRICING.pdf - Wednesday April 30, 2025 09:01:01
 - [Financial Strength and Stability](#) - BANK REF WITH FINANCIAL OUTLOOK.pdf - Tuesday April 29, 2025 13:21:55
 - [Marketing Plan/Samples](#) - Falcon Sourcewell marketing samples with timeline.pdf - Monday May 05, 2025 07:01:31
 - [WMBE/MBE/SBE or Related Certificates](#) - VALUE ADD DOCUMENTATION.pdf - Tuesday April 29, 2025 13:34:59
 - [Standard Transaction Document Samples](#) - SOURCEWELL SAMPLE QUOTE.pdf - Wednesday April 30, 2025 09:07:20
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Falcon additional documentation Pages 1-6.pdf - Monday May 05, 2025 09:01:32

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Trish Bell, Sales Coordinator, Falcon Road Maintenance Equipment, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

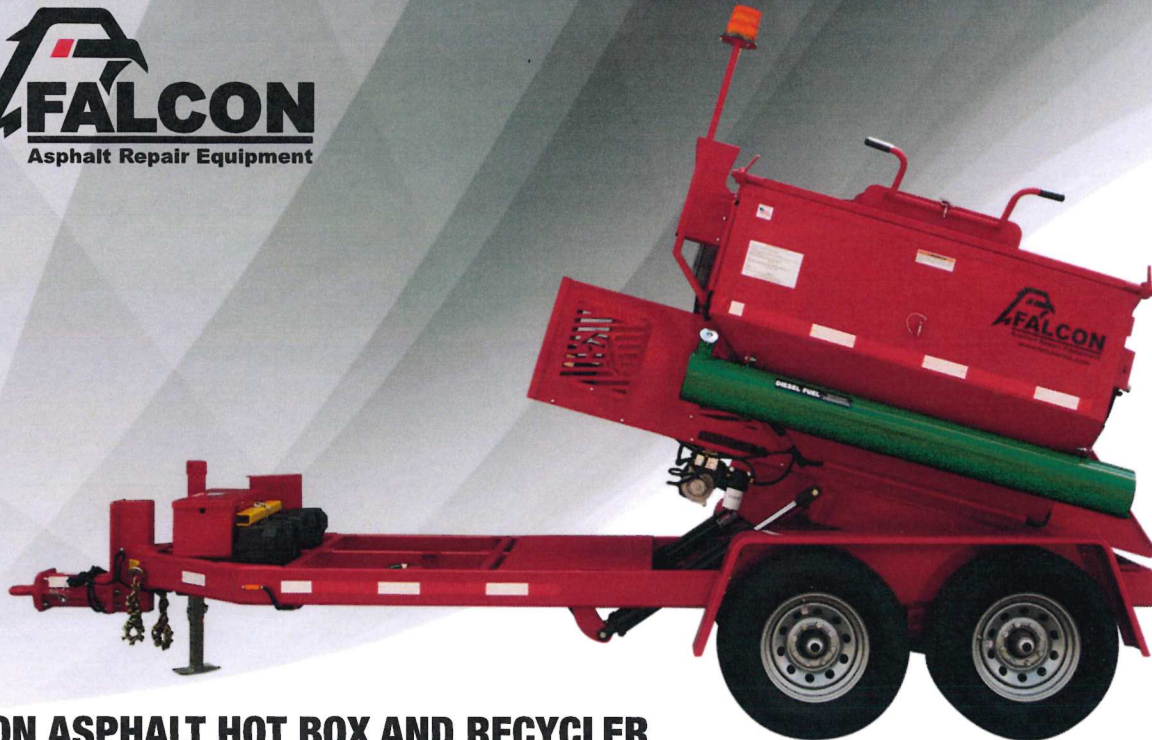
File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	☒	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	☒	1



Falcon Road Maintenance Equipment, LLC #050625-FRM

Pricing for contract #050625-FRM offers Sourcewell participating agencies the following discounts:

- 10% discount off current MSRP on all products except chassis.
- Additional 3% discount is available for orders of five (5) or more units, excluding chassis.



4 TON ASPHALT HOT BOX AND RECYCLER

STANDARD:

- Battery charger package
- Automatic temperature control
- VIP technology
- One piece ceramic combustion chamber (diesel)
- Diamond tread plate hopper access platform
- Heated shoveling platform
- 12 volt deep cycle batteries
- Conspicuity tape

OPTIONS:

- Hydraulic dump function
- Dual burner recycling package
- Hydraulic loading and unloading doors
- LED light upgrades including LED arrow board
- 30 gallon tack tank with spray system and hose reel
- Basket for mounting compactor
- Wash-down system
- 24-hour or 7-day timer
- Short frame - 14'
- XL frame - 18', 20'
- Electric overnight heat
- Hoist - manual or electric
- Tire upgrade
- Propane torch with bracket
- Other customizable options available

Falcon hot boxes and recyclers give you unparalleled **versatility**. You can **transport cold mix**, keeping it warm during the winter months and making it easier to work with; you can **transport hot mix and keep it hot all day**; and you can **hold hot mix overnight**, keeping it warm for up to 48 hours. You can also **reclaim unused hot mix**, eliminating the waste of good material, and you can **recycle asphalt chunks and millings**. All of this makes Falcon the most versatile machine you can buy for pavement preservation.

All Falcon machines are built with pride in Michigan and come with the following standard features: **patented heat management system** featuring a 5-year maintenance-free combustion chamber, **large unloading door** for easy access, **patented VIP system** to eliminate damage from low voltage, a **2-year machine warranty and lifetime frame warranty**, an emphasis on **curbside safety** and easy platform work surfaces, and a durable and **reliable dump system**.

THE FALCON ADVANTAGE



Large Unloading Door
For Easy Access



Patented Heat
Management System



Platform For Safe, Easy
Hopper Access



Patented VIP - Low
Voltage Shutdown



Dump System - Pivot
Point & V-Body



Lifetime Frame
Warranty

Falcon Asphalt Repair Equipment

2600 W. Salzburg Rd.
Freeland, MI 48623
sales@falconrme.com

Phone: (989) 495-9332
Fax: (989) 495-9342
www.falconrme.com

WWW.FALCONRME.COM



Midwest Paving Equipment, Inc.
PO Box 2387
Glen Ellyn, IL 60138-2387 US
(630)453-0772

Midwest Paving Equipment, Inc.

Estimate

ADDRESS

Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

SHIP TO

Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

ESTIMATE # 1939

DATE 03/25/2026

EXPIRATION DATE 05/25/2026

ACTIVITY	QTY	RATE	AMOUNT
5D4TT 4-Ton Falcon Asphalt Recycler & Hot Box Trailer	1	38,908.00	38,908.00
Dual 12-Volt Batteries Triple Wall Construction and Fully Insulated Falcon Smart Controller 7 Day timer, Fuel Gauge, Voltage Gauge, Hour Meter Automatic Temperature Control Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Dump Box (12-Volt Electric Over Hydraulic) Single diesel burner Standard frame - 16' LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Strobe Warning Light LED night work lights Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder - 3 position Release Agent Basket Step (to Hopper Access Platform)			
Paint Color Falcon Red, Falcon Orange, Falcon Yellow, or Black	1	0.00	0.00
Trailer Plug	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Specify One (RV plug Round Plug 7 Flat pins) (Semi Plug round Plug 7 round Pins) (Cole Hersey Round Plug 6 Round Pins)			
Freight Freeland, MI to Western Springs, IL	1	1,057.00	1,057.00
Warranty Two Year Factory, Lifetime Frame Warranty	1	0.00	0.00
Falcon CCMFG 5 Year Combustion Chamber Maintenance Free Guaranty	1	0.00	0.00
Manual Operator, Parts and Service Manual (Electronic)	1	0.00	0.00
Training On-site Operation and Service Training	1	0.00	0.00
Options	1	0.00	0.00
NJP0014 Oil Jacketed Hopper Wall - (2-4 Ton Hopper Capacity)	1	5,094.00	5,094.00
NJP0099Y Round sovent tank 13.5" diameter 16" tall for shovels	1	498.00	498.00
NJP0099Z Tread Plate for open Floor Extension	1	286.00	286.00
NJP1099A Shovel Clip (Stainless Steel) Mounted on hopper angled wall curbside.	1	275.00	275.00
NJP0099X Hydraulic Swing out Plate Compactor Lift Mounted Front Curb Side. (500# Capacity)	1	4,765.00	4,765.00
Why a FALCON? Why Falcon? It's Versatile • Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings) • Transport asphalt and keep it hot all day and hold it overnight • Heat and re-heat cold patch It's Cost-Effective • When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed • When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement • Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift It's Reliable • VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage • A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported • Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots • Standard 2-year machine warranty and lifetime frame	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
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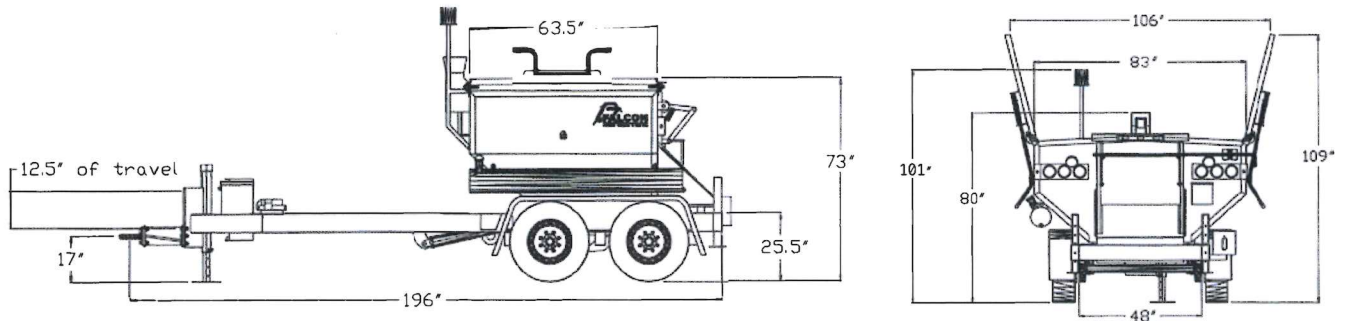
warranty
It's a Falcon

*** Prices are Sourcewell Contract # 050625-FRM	SUBTOTAL	50,883.00
*** Leadtime is currently running 60 to 90 Days	TAX	0.00
	TOTAL	\$50,883.00

Accepted By

Accepted Date

4 TON ASPHALT HOT BOX AND RECYCLER



Type	4 Ton Trailer
Capacity	8,000 lbs of material
Base Weight	4,480 lbs
Weight loaded with material	12,480 lbs
GVWR	14,000 lbs
Fuel Source	Diesel
Fuel Capacity	15 gallons on dump box - 18 gallons on fixed trailer
Burner Type	105,000 BTU Diesel Beckett burner w/electronic spark ignition
Number of burners	1 or 2
Unloading door	Insulated guillotine, 18"Hx33" W
Loading doors	Manual 63"L x 41"W
Hopper opening	106" - doors open
Width	83"
Length	16'
Height	73"
Construction	Triple wall insulated – air jacketed
	10 gauge capping channel and corner molding
	Hopper floor ¼" steel
	Wiring is external to hopper
Axles	Tandem slipper leaf spring
Tires	8-bolt wheels w/9x16" tires
Brakes	4 wheel electric brakes with safety breakaway
Hitch	Pintle eye
Paint	Blasted and painted with two coats of epoxy primer and urethane finish
Frame	2"x6"x1/4" tubular steel frame with boxed-in and enclosed gussets
Asphalt repair areas	9'x9'x4" depth (80 potholes 1'x1'x4" depth)
Warranty	2 year machine warranty, 5 year maintenance free combustion chamber, lifetime frame warranty

Falcon Asphalt Repair Equipment
 2600 W. Salzburg Rd.
 Freeland, MI 48623
 sales@falconrme.com

Phone: (989) 495-9332
 Fax: (989) 495-9342
 www.falconrme.com

WWW.FALCONRME.COM

8/2021



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.C.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: (Discussion only) Contract with Wachs Water Services for Valve Exercising and Condition Assessment Project

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of a contract Xylem Dewatering Solutions Inc., doing business as Wachs Water Services, for the Valve Exercising and Condition Assessment project for an amount not to exceed \$30,000.

Summary

The Municipal Services Department is responsible for operating and maintaining 625 water valves and 52 miles of watermain lines. Current operations only allows for the operation of valves (exercising) on an as-needed basis —primarily during emergency watermain breaks. The Village is aware there are several valves that require repair, but it does not have the full scope of condition of each valve. The Village is working to establish a multi-year program, completed over the course of three (3) years, in which approximately 209 valves will be exercised and assessed annually.

To assist with the establishment of this program, the Village issued a Request for Proposals (RFP) on March 12, and on April 6, received a total of two (2) proposals. A summary of the submittals is as follows:

Wachs Water Services			M.E. Simpson Co., Inc.	
Units	Unit Price	Unit Extended Price	Unit Price	Unit Extended Price
209 Valves	\$ 60.00	\$ 12,540.00	\$ 94.00	\$ 19,646.00
	Total Cost	\$ 12,540.00		\$ 19,646.00

After receiving the proposals, staff from the Village Manager's Office and Municipal Services reviewed each proposal based on the following criteria:

1. Project Approach and Understanding
2. Qualifications and Experience of the Project Manager and Field Technicians
3. Contractor Qualifications and Municipal Experience for Similar Projects
4. Equipment
5. Pricing

It is important to note that because this was a Request for Proposal (RFP), the contractors were not selected or judged based on the proposal pricing; however, it was a consideration in the scoring process. Based on staff's review and scoring, and after further discussion, Wachs Water Services was the unanimous selection. The Village does not have previous experience working with Wachs Water Services; a reference check was completed. The reference check highlighted Wachs exceptional service, work quality, and communications; Village staff are confident Wachs Water Services will successfully perform the work in accordance with the project requirements and scope.

The Village originally budgeted \$100,000 for this project which includes funds for any repairs or additional maintenance of the valves. Village staff is now recommending awarding a total of \$30,000 for this project based on pricing received and to account for incidentals, such as the locating or mapping of missing valves and traffic control.

Financial Impact

Account 4303510 62020
Fund Water Fund
2026 Budget \$100,000
Project Cost Not to Exceed \$30,000

Recommended Motion

I move to approve a contract with the most qualified responsive proposer, Xylem Dewatering Solutions Inc., doing business as Wachs Water Services, for the multi-year Valve Exercising and Condition Assessment program for an amount not to exceed \$30,000 per year.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.D.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: (Discussion only) Professional Services Agreement with Robinson Engineering for the 2026 Sanitary Sewer Televising Review

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of a Professional Services Agreement with Robinson Engineering Ltd. to provide services related to the 2026 sanitary sewer televising review for an amount not to exceed \$30,990.

Summary

Attached for the Committee's review is a proposal from Robinson Engineering, Ltd., to provide closed-circuit televising (CCTV) review for approximately 68,100 linear feet of previously televised sewer lines through the Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood subdivisions.

As part of this proposal, Robinson Engineering would provide the following scope of services:

- | | |
|--|----------|
| • CCTV Data Review and Recommendations | \$27,240 |
| • Project Management | \$3,750 |

The Village contracts for CCTV to assess the structural condition of the sewer system as part of an ongoing maintenance and repair program, with the firm providing cost repair estimates for future capital and financial planning.

Financial Impact

Account	4402515	Account	4402525
62025		62025	
Fund	Sewer	Fund	Storm
2026 Budget	\$15,000	Water Utility	
Project Cost	\$15,495	2026 Budget	\$15,000
		Project Cost	\$15,495

Recommended Motion

I move to approve a Professional Services Agreement with Robinson Engineering Ltd. to provide services related to the 2026 sanitary sewer televising review for an amount not to exceed \$30,990.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Western Springs - 2026 CCTV Review Services Proposal

April 1, 2026

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

Attn: Matthew Supert, Director of Municipal Services
Village of Western Springs

RE: **Proposal for Professional Engineering Services for 2026 Sanitary Sewer Televising Review
For Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood Subdivisions**

Dear Mr. Supert:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to provide professional engineering services related to the sanitary sewer televising project for the Village of Western Springs' sanitary sewer collection system. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: 1. Project Overview, 2. Scope of Services, 3. Proposed Project Schedule, 4. Items Requested from the Village, 5. Payment Terms, 6. Standard Terms and Conditions and 7. Basin Exhibit.

1. PROJECT OVERVIEW

Western Springs is interested in moving forward with closed-circuit televising (CCTV) review for approximately 68,100 linear feet of previously televised sanitary sewer lines, that are located in the Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood Subdivisions. These sewers range in size from 6-inch to 60-inch and carry wastewater to the Metropolitan Water Reclamation District (MWRD) interceptor sewers, as depicted on the attached exhibit.

The overall goal of the project is to assess the structural condition of this asset as part of an ongoing maintenance and repair program. REL will assist the Village in accomplishing this goal by reviewing the collected data to identify sewer defects and determine the most cost-effective repairs.

2. SCOPE OF SERVICES

A. CCTV Data Review and Recommendations: REL will provide sewer televising review by a NASSCO, PACP certified reviewer for approximately 68,100 linear feet of sanitary sewer lines, that are located in the Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood Subdivisions. CCTV data review will identify deficiencies and provide overall rehabilitation recommendations and cost estimates for repairs. These deficiencies will be incorporated into GIS and displayed on recommended work plan maps for CIPP lining, grouting, T-lining, and point repairs. All recommended sewer repairs will be provided to the Village in GIS deliverables, maps, and summary tables detailing estimated costs for work recommended.

B. Project Management and Meetings: In addition to the project planning kick-off meeting, REL will provide project management for the duration of the project and attend additional meetings with the Village as needed throughout the duration of the project.

3. PROPOSED PROJECT SCHEDULE

Services will begin upon execution of this proposal, which is anticipated for (+/- April 27, 2026). Schedule for the services are as follows:

<u>Sequence</u>	<u>Task</u>	<u>Start Date</u>	<u>Target End Date</u>
A.	CCTV Data Review and Recommendations	1-May-26	30-Sep-26
B.	Project Management and Meetings	1-May-26	30-Sep-26

4. ITEMS REQUESTED FROM THE VILLAGE

- Any updates to GIS data files for sanitary sewers, manholes, lift stations and force mains
- Any previous inspection data from the sanitary sewer lines
- Previously collected CCTV data

5. PAYMENT TERMS

For the above scope of services REL will invoice the Village on a Lump Sum basis, by the percentage complete for each task, as detailed below.

<u>Task</u>	<u>Description</u>	<u>Cost</u>
A.	CCTV Data Review and Recommendations	\$27,240
B.	Project Management and Meetings	\$3,750
Totals		\$30,990

6. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

7. BASIN EXHIBIT

The Basin Exhibit for this proposal is attached hereto and incorporated herein.

April 1, 2026

Proposal for Professional Engineering Services for 2026 Sanitary Sewer Televising Review
For Field Park, Garden Market, Old Town North, Ridgeacres, and Ridgewood Subdivisions

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at 815-412-2025 or email at joe.sullivan@reltd.com if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,



Joseph Sullivan
I&I Department Manager
(630) 346-2877
joe.sullivan@reltd.com

U:\Sullivan_PROPOSALS\Western Springs\2026 Cleaning & Televising Review\Western Springs - 2026 CCTV Review Services Proposal.docx

xc: Christopher Breakey, Superintendent of Public Works, Village of Western Springs
Jeff C. Pinter, PE, CFM, Director of Municipal Services, Robinson Engineering Ltd.

Accepted this _____ day of _____, 2026.

By: _____
Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL and REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL and REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project. If applicable, the Client shall ensure that REL and REL's independent professional associates or consultants are named on any contractor's General Liability Policy on a primary and non-contributory basis using ISO Endorsements CG 2010 or CG 2037.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in

Client's Initial: _____ Date: _____

whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Will County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

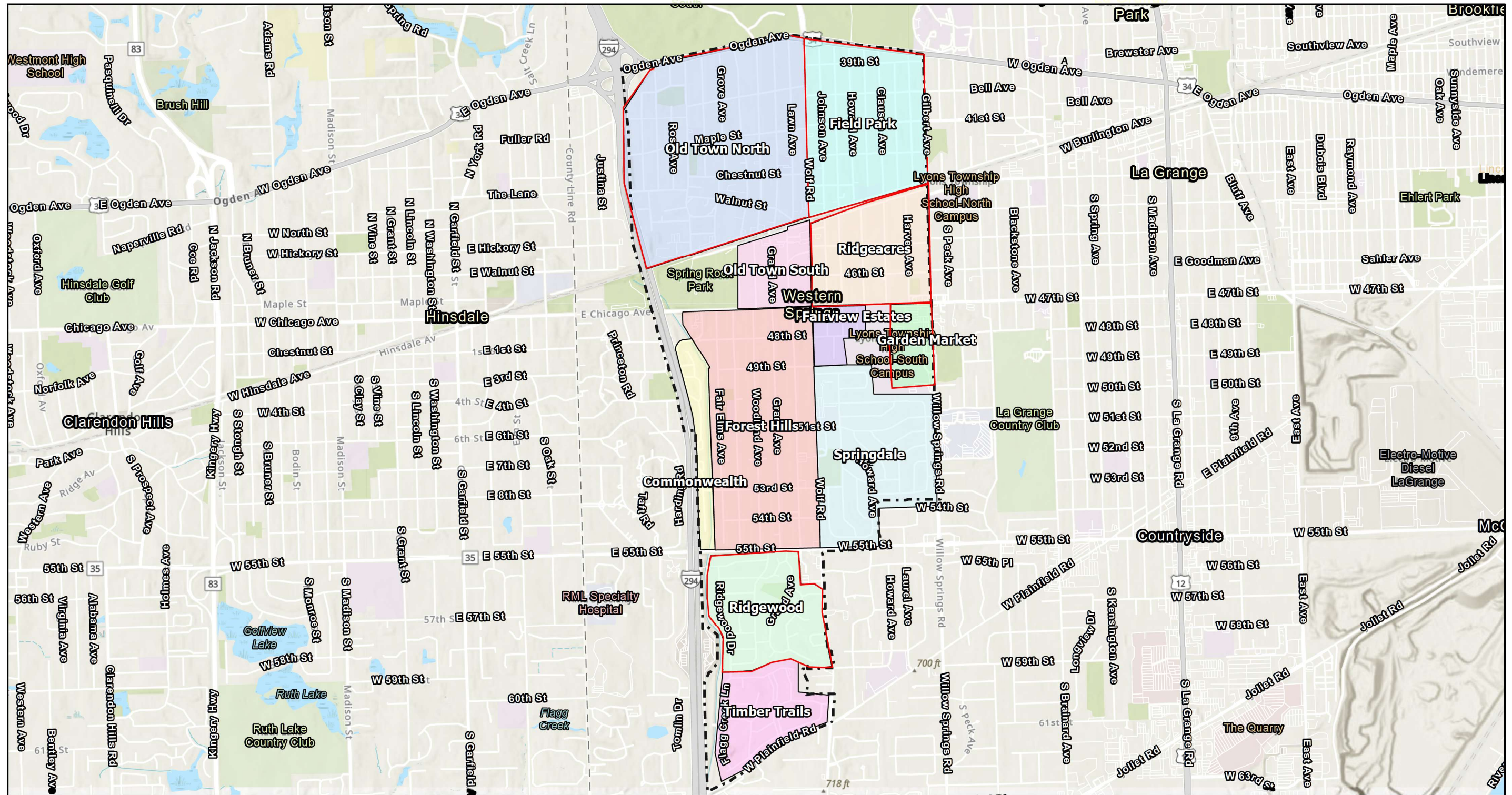
COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____

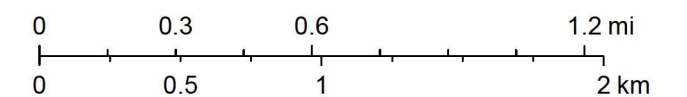
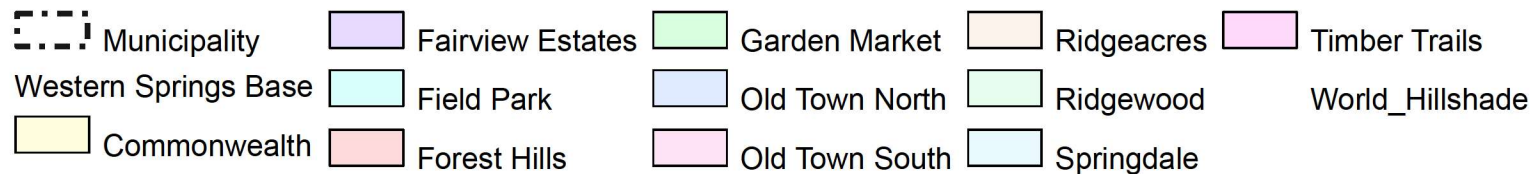
Village of Western Springs

2026 Sanitary Sewer Televising Review - Field Park, Garden Market, Old Town North, Ridgeacres and Ridgewood Subdivisions



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Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS, FEMA



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.E.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: Overhead Sewer System (OSS) Cost Share Program - Additional Properties (Omnibus Item)

Recommendation

The Public Works & Water Committee reviewed this item on April 5, 20206 and recommended a motion to include five (5) additional properties located along Wolf Road in the Overhead Sewer System Cost Share program.

Summary

In 2021, the Village adopted, through Resolution 21-2651, the implementation and funding of an Overhead Sewer System and Backflow Check Valve System cost sharing reimbursement program, commonly referred to as the OSS Cost Share Program. The purpose of this program was to help alleviate stormwater impacts on single-family homes located within the corporate boundaries of the Village.

The program is currently funded through the Village Sewer Fund, and applicants for assistance are generally approved on a first come, first served basis.

In March, an individual who lives on Wolf Road attended a Village Board meeting requesting assistance after experiencing two (2) significant sewer backups during heavy storms. The Village Board directed staff to work on possible solutions and to consider the appropriateness of including this property in the OSS program. After further discussion with the Village Attorney and Village Manager, and after reviewing the eligibility and other requirements to participate, it was determined that it would be appropriate for this property to be approved to participate in the OSS Cost Share Program. Village staff confirmed the property falls within the corporate boundaries and believes that it would be in the best interest of the Village to ensure any sewer system issues, whether private or public, do not impact Village-owned systems and to assist in the mitigation of back-ups when and where possible.

Staff recommends that the Village Board consider allowing the inclusion and participation of the following homes, which fall within the corporate boundaries but receive services from the La Grange Highlands Sanitary District, to participate in the OSS Cost Share program and authorize funds for appropriate reimbursement requests:

1. 5826 Wolf Rd.

2. 5830 Wolf Rd.
3. 5836 Wolf Rd.
4. 5842 Wolf Rd.
5. 5900 Wolf Rd.

Residents who participate in this program receive up to 50% or up to \$5,000 of the total project cost, whichever is lowest. The total impact of including the five properties is \$25,000. Each request for reimbursement would be funded by the General Fund, as opposed to the Sewer Fund, since these properties do not pay in to the Sewer Fund. At this time, it is not known whether all properties will apply to the program for assistance.

Financial Impact

General Fund expenditure of up to \$5,000.00 per approved application.

Recommended Motion

I move to approve the inclusion of additional properties in the Overhead Sewer System Cost Share program.

Strategic Plan Alignment

- Infrastructure Improvements
- Public Safety and Community Engagement

File Attachments

None



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.F.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services, Ronald Derengowski, Water Plant Superintendent

CC: Ellen Baer, Village Manager

RE: [Previously discussed] Professional Services Agreement with Carollo Engineers for the Completion of an Iron Removal Pilot Study for the Water Treatment Plant (Omnibus Item)

Recommendation

The Village Board reviewed this item on April 27, 2026 and Public Works and Water Committee reviewed item at their meeting on April 14, 2026 and recommended the approval of a contract with Carollo Engineers and to waive the bid process to perform engineering, testing, and design services for the pilot study to replace the Amiad iron removal filtering system not to exceed an amount of \$214,464.00.

Summary

In May 2025, Western Springs conducted a comprehensive condition assessment of the Village's water supply. The analysis highlighted the need for the replacement of the Amiad Iron Removal System at the water treatment plant. Although the filtering units are operational and with a predicted end service life in 2033, it was determined that they are classified as an operational risk due to limited local vendor support and the long lead times for replacement, as the parts are manufactured and sourced from Israel. The report from Carollo Engineers recommended a proactive approach in the replacement with a simpler, locally supported, and more maintainable system with an anticipated cost of ranging from approximately \$2.0 - \$4.4 million. This improvement will improve operational efficacy, minimize downtime risks, and support long-term reliability and safety in the operations of treatment of water.

The Village Board approved a \$200,000 study to be completed in 2026 to complete a pilot study of alternative iron removal pre-treatment equipment to determine which manufacturer and filter configuration will be required to meet or exceed current operations. The Pilot Study will compare two (2) manufacturers that are recommended by Carollo.

The design for the alternative replacement and treatment will take into account current space limitations, hydraulic conditions, the required filter efficiency to remove particulates, and the flow rates related to operation. A replacement iron removal system

needs to perform at least equal, or better, with automatic self-cleaning filters. Carollo identified two manufacturers to compare for pilot testing; Forsta and Tekleen, that are comparable to the current structure of operations. These units are capable for high production applications, stacked vertically to minimize space constraints, and enable the units to be taken offline for maintenance or inspection without interrupting production. The pilot test for each unit will last three (3) months in length with the intent to begin pilot testing in June and have it completed by the end of 2026. Final selection and recommendation will be based on pilot testing results, site-specific operational considerations, and project funding priorities.

Attached for the Committee's review is a proposal from Carollo Engineers to complete the pilot testing and evaluation program. The cost for the engineering evaluation is \$182,064.00 with an additional cost of \$32,400.00 for rental and installation of the filter equipment, bringing the total proposal to an amount of \$214,464.00.

Financial Impact

Fund: Water Fund

Account: 4302510 50331

Budget: \$200,000.00

Amount: \$214,464.00

Recommended Motion

I move to approve a contract with Carollo Engineers and to waive the bid process for the engineering, testing, and design associated with a pilot study to determine the replacement of the Amiad iron filtering system for amount not to exceed \$214,464.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 1. Engineering Services Proposal - Carollo - April 2026
2. 2. Cert of Insurance - Village of Western Springs-Cert 25-26
3. 4. Quotation - Forsta Q35145 (1)
4. 5. Quotation - TEKLEEN QT088036 - Western Springs MTF2 Pilot
5. Resolution No. 26-____ re Approval and Authorization of PSA with Carollo Engine(2123781.1)
6. Exhibit 1 - Rider to PSA for Iron Removal Pilot Study with Carollo Engineering (2123803.1)



April 10, 2026

Mr. Matthew Supert, Director of Municipal Services
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Subject: Proposal for Western Springs Water Treatment Plant Alternative Filtration Pilot Study

Dear Mr. Supert:

Carollo Engineers (Carollo) is pleased to submit this proposal to the Village of Western Springs (Western Springs) to complete a pilot study at the municipal water treatment plant (WTP). The pilot will evaluate two alternative filtration systems as potential replacement for the existing Amiad AMF Microfiber Filters. This proposal summarizes the planned pilot methodology and execution approach and presents the estimated fees (inclusive of on-site support, hourly rates, disbursements) along with a preliminary schedule for completing the work.

Project Background

Western Springs provides drinking water to approximately 13,300 residents. Its water production infrastructure includes four groundwater wells, a central treatment plant, and three storage tanks. In 2013, Western Springs completed a major treatment plant upgrade, transitioning from a lime softening process to a low-pressure reverse osmosis (LPRO) process that included iron removal, cartridge (membrane) filtration, and the LPRO treatment units.

Since the transition, Western Springs has encountered persistent challenges in operating and maintaining the iron removal system, an Amiad Water Systems Model AMF-370K. These challenges are primarily related to limited domestic support and extended lead times for replacement parts, as Amiad's manufacturing and support operations are based in Israel. Concerns have also been raised about treatment performance, particularly for Well No. 3, where downstream cartridge filters require frequent replacement, suggesting the current system may not be achieving consistent iron removal. In addition, previous pilot work completed in 2008 did not include dissolved iron analysis for Wells 3 and 4. The proposed pilot study will therefore include additional testing to better characterize iron removal performance and support evaluation of replacement filtration systems.

Given the issues with the Amiad filters, Western Springs has decided to replace the Amiad filters with a filtration system of equal performance from an equipment supplier that can provide local support. Recently, Carollo completed an assessment of suitable replacements for the Amiad filters and identified two filter options:

1. Forsta Low Pressure Series D8-LP180X10 Sintered Filter.
2. Tekleen ABW4-XLP Sintered Filter.

In order to better assess the performance and design specifications for each alternative filter system, Carollo recommends that Western Springs undertake a pilot study prior to procuring a replacement for the Amiad filter. The following proposal outlines Carollo's approach and fee estimate for completing the on-site pilot study.

Carollo Project Team

Team Member - Role	Biography
Justin Rak-Banville, M.Sc., MBA, P.Eng., P.Chem., EP. <i>Client Service Manager</i>	A Professional Engineer with 15+ years of experience in water treatment across Canada and the U.S. As Client Service Manager, Justin focuses on clear client communication, alignment with project goals and expectations, and senior level QA/QC support for key deliverables.
Ray Theiler, PE <i>Project Manager</i>	Ray is a Project Manager and Process Engineer with extensive experience in water planning, design, and inspections of public works projects involving water supply, storage, and treatment. Ray will serve as the Project Manager for the pilot study and will be the main point of contact for Western Springs. As PM, Ray will oversee the overall project delivery, inclusive of project planning, execution, and financial control, as well as coordination of the Project Team.
Charles Goss, PhD, PMP, P.Chem. <i>Technical Lead/Senior Scientist</i>	Charles is a Senior Scientist and Water Quality Specialist with over 10 years of experience in water treatment system design, pilot testing, and process optimization. As Technical Lead, Charles will oversee the development and execution of the pilot study program, including pilot system integration, interpreting water quality data, coordinating with contractors and equipment suppliers, and leading the preparation of all technical deliverables.
George Kontos, M.Sc. <i>Staff Professional</i>	George is a Staff Professional with experience in water and wastewater system design. George is a resident of the Chicago area and will serve as Carollo's local representative for Western Springs. Given his proximity to Western Springs, George will undertake monthly site visits and participate in commissioning and training of the pilot systems. George will be supported by both Ray and Charles for the duration of the study.

General Pilot System Arrangement

Carollo proposes piloting each of the two alternative filter systems on site for 3 months, for a total of 6 months of on-site piloting. Due to space constraints at the Western Springs WTP, the pilot units would be smaller-scale models that have the same specifications as the full-size Forsta Low Pressure Series D8-LP180X10 Sintered Filter and the Tekleen ABW4-XLP Sintered Filter. The Forsta pilot system will be tested first, followed by the Tekleen pilot system, reflecting current equipment lead times and planned pilot sequencing.

The two smaller filters proposed for onsite piloting are:

1. Forsta M190 2-micrometer (μm) Sintered Filter.
2. Tekleen MTF2 2- μm Sintered Filter.

Both pilot systems are equipped with automatic backwash controllers, pressure valves, and Type NEMA 4 enclosures.

Contemplated Installation

Based on discussions with the Village, Carollo has conceptually evaluated three pilot installation approaches to support integration of the pilot filter systems into the existing plant from both a process flow and controls

perspective. The contemplated approaches reflect increasing levels of instrumentation, automation, and control integration, progressing from a simple manually operated setup to a more fully automated arrangement. As the level of control increases, the installation becomes more costly and more complex, but it also provides improved operability, reduced manual operator involvement, and better alignment with plant status and control logic.

In addition to general operability, the contemplated level of flow control is important to the pilot program because the pilot systems must be operated at representative flow conditions to verify screen performance at the target micron sizes. Based on supplier information, the Tekleen MTF2-A and Forsta M1-90 units have different rated flow capacities at the 2 μm and 10 μm screen sizes, and thus the proposed installation approach must provide a practical means to establish, monitor, and adjust pilot flow so that operation at the applicable target flow rates can be confirmed during testing.

The three contemplated installation approaches are summarized below:

1. Option 1 (\$): Manual feed isolation, manual flow adjustment and monitoring, and basic backwash totalization. Lowest installation complexity, but requires full operator intervention for startup, shutdown, and flow adjustment.
2. Option 2 (\$\$): Automated feed valve with manual flow control and monitoring, and basic backwash totalization. Moderate controls integration required that links pilot feed valve operation to existing feed pump status while retaining manual adjustment of pilot flow.
3. Option 3 (\$\$\$\$): Fully integrated automated control using 4–20 mA-based flow monitoring and control, automated valve operation, PLC & HMI interfacing, online data logging, and basic backwash totalization. Highest cost and complexity, but provides the greatest level of control and operational refinement.

Table 1 summarizes the vendor-reported pilot flow ranges for the contemplated screen sizes and illustrates why the level of installation control is an important consideration for the pilot setup.

Table 1 Pilot Filter Flow Rates

Filter	Flow Requirements		
	2 μm Screen	10 μm Screen	Max Flow
Forsta M1-90	10 gpm	20 to 30 gpm	100 gpm
Tekleen MTF2-A	15 to 20 gpm	40 gpm	75 gpm

Figure 1 presents a conceptual sketch of the proposed pilot installation arrangement developed based on the currently available information regarding process flow, pilot objectives, and anticipated controls integration. The sketch is intended to provide the general layout, potential tie-in points, and operating concept and does not represent a final installation design. Following Notice to Proceed, Carollo will refine the arrangement in consultation with Western Springs during the site review phase, incorporating observations from the site visit and input from plant staff related to piping, drainage, electrical, controls, access, and day-to-day operability.

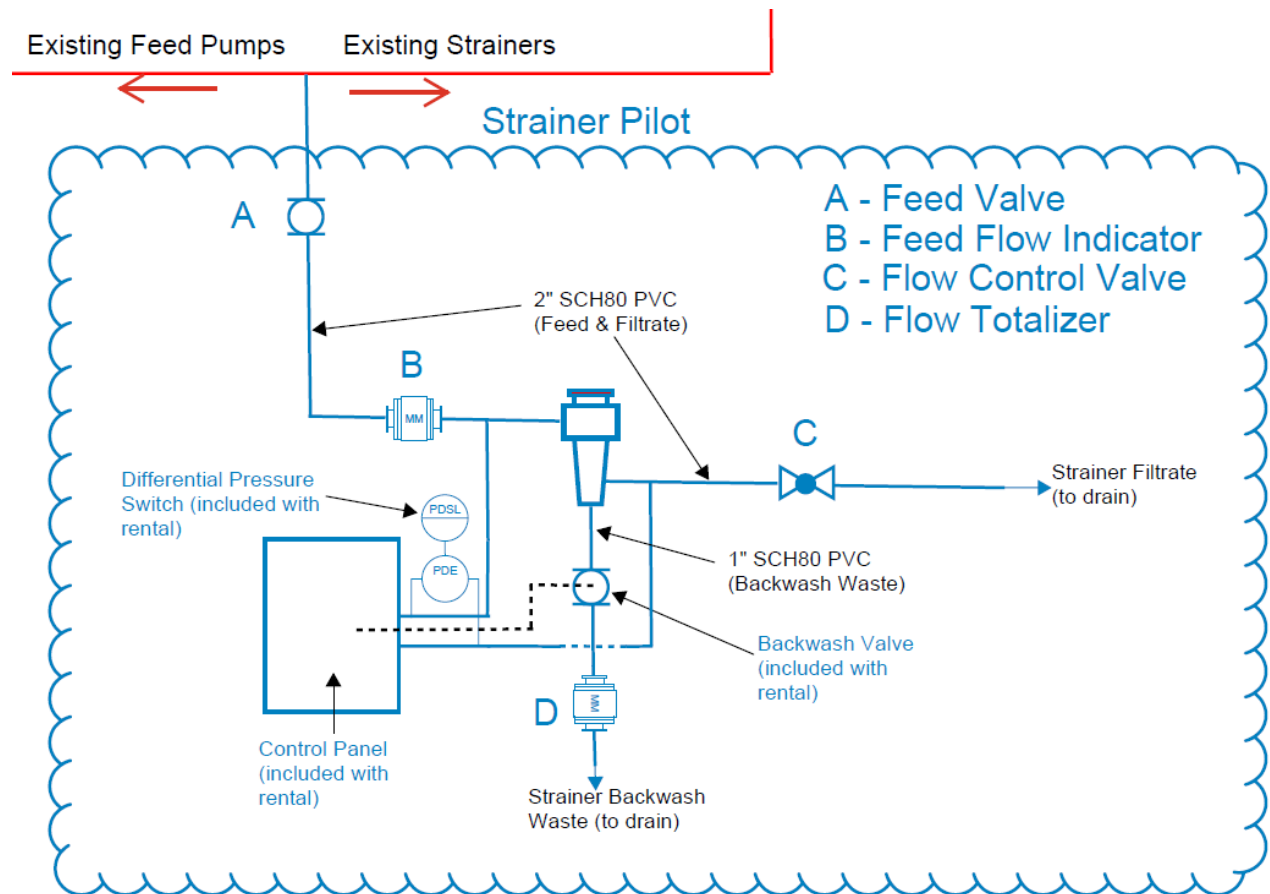


Figure 1 Contemplated Pilot Filter Installation Arrangement

Scope of Services

Task 100 Project Management

Provide overall coordination, communication, and control to ensure the project is delivered in accordance with the approved scope, schedule, and budget.

110 Project Initiation

- .1 Conduct 1-hour project kickoff meeting (virtual)
- .2 Confirm project objectives, scope, and success criteria
- .3 Establish communication protocols and points of contact
- .4 Develop baseline project schedule and milestones
- .5 Establish document control and file management procedures

120 Project Monitoring and Control

- .1 Track progress against scope, schedule, and budget
- .2 Coordination with Western Springs Project Manager and plant staff
- .3 Conduct monthly project update meetings (six meetings assumed)
- .4 Maintain action, decision, and change logs
- .5 Identify and manage project risks and mitigation measures

130 Project Closeout

- .1 Confirm completion of all scope items and deliverables
- .2 Conduct project closeout meeting
- .3 Finalize and submit all project deliverables
- .4 Archive project records and documentation

Task 200 –Methodology, System Procurement, Installation and Commissioning

As part of the initial phase of the pilot study, Carollo will complete a preliminary site review to confirm the preferred pilot system location within the water treatment plant and identify the requirements for inlet and outlet piping connections, drainage, power supply, access, and general operability. This effort may be completed through a combination of document review, virtual coordination with Village staff, and a focused site visit, as appropriate. Information developed during this phase will form the basis of the technical memorandum deliverables documenting pilot methodology, installation requirements, and operating guidance.

Carollo will prepare two technical memorandums, one for each pilot system, documenting the proposed pilot methodology and the installation and operating requirements for the pilot setups. Each technical memorandum will include installation guidance and supporting drawings, along with the water quality sampling and testing

program to be carried out by Western Springs operations staff during the pilot study. In addition to routine pilot sampling, Village staff will record Amiad feed pressure data before, during, and after backwash cycles for Wells 3 and 4 to support evaluation of existing system pressure fluctuations and operating conditions. Dissolved metals samples are assumed to be collected unfiltered, raw, and unpreserved and delivered to the laboratory for filtration and preservation in accordance with the laboratory's protocol.

Carollo will support Western Springs with procurement of the pilot systems from Forsta and Tekleen, coordinate with the equipment suppliers on delivery and startup requirements and confirm appropriate operator training is provided. Following installation, Carollo will support commissioning of each pilot system to verify the equipment has been installed properly and is operating in general accordance with the intended pilot objectives.

Task 300 – Piloting Support

Carollo will provide technical support during active piloting, including periodic site visits, review of operating data and water quality results, response to questions from Western Springs staff, and discussion of key observations during monthly project update meetings. Western Springs operations staff will remain responsible for day-to-day operation of the pilot systems and routine on-site testing throughout the piloting period. Support beyond the scope described in this proposal will be addressed through a written change request for approval.

Task 400 – Reporting

Following completion of the on-site piloting phase, Carollo will submit a Pilot Study Report which will outline the key piloting results and findings for each of the two alternative filters. The Pilot Study Report will also include updated filter design specifications and conceptual layout for the recommended alternative filter. Lastly, Carollo will provide Western Springs with a Class 3 cost estimate (-20% to +30%), as outlined in AACE International *Recommended Practice No. 18R-97: Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries*, for completing the full-scale replacement of the Amiad filter system with the recommended alternative filter.

Carollo will submit a draft copy of the Piloting Study Report to Western Springs for review and comment. After receiving review comments from Western Springs, Carollo will prepare and submit the final Pilot Study Report.

Table 2 **Project Responsibilities**

Item	Description
Western Springs Responsibilities	Western Springs staff will provide day-to-day operation of the pilot systems during active piloting, complete routine on-site water quality testing and sample collection identified in the pilot methodology, record operating data, and support site access, receiving, and coordination for installation activities. Western Springs will also arrange and pay for contractor work required for pilot system installation, including piping, valving, electrical connections, flow measurement, and related appurtenances.
Carollo Pilot Support Responsibilities	Carollo will develop the pilot methodology, coordinate procurement and delivery of the pilot systems, support startup and commissioning, conduct periodic site visits during active piloting, review operating data and laboratory results, provide technical support to Western Springs staff, facilitate project update meetings, and prepare the final pilot study report with recommendations.

Table 3 Proposed Project Deliverables

Electronic Submissions	Project Deliverables
Task 100 – Project Management	- Meeting minutes and agendas. - Monthly invoices.
Task 200 –Methodology, System Procurement, Installation and Commissioning	- Technical Memorandum 1 (Forsta) - Technical Memorandum 2 (Tekleen)
Task 300 – Piloting Support	No formal deliverables
Task 400 - Reporting	- Pilot Study Draft Report - Pilot Study Final Report

Schedule

Carollo proposes two 3-month pilot periods, one for each alternative filter system, for a total of approximately 6 months of on-site piloting. Western Springs has indicated that Well No. 3 and Well No. 4 may be taken offline during 2026 for maintenance or repair, which may affect when the pilot systems can operate. Accordingly, the schedule presented in Table 1 is provided relative to Notice to Proceed (NTP) and should be considered preliminary. Final milestone dates will be confirmed with Western Springs following coordination on well outage windows, equipment availability, and installation timing.

Table 4 Proposed Tentative Schedule

Milestones	Relative Completion
Notice to Proceed	NTP
Project Initiation and Kick-off Meeting	Within 1 week of NTP
Pilot System No. 1 Procurement and Piloting Methodology (Deliverable TM 1)	+ 6 weeks
Installation, Commissioning and Training (Pilot System No. 1 - Forsta)	+ 2 months
3-month Onsite Piloting (Pilot System No. 1 - Forsta)	+ 5 months
Pilot System No. 2 Procurement and Piloting Methodology (Deliverable TM 2)	+ 4 months
Installation, Commissioning and Training (Pilot System No. 2 - Tekleen)	+ 5 months
3-month Onsite Piloting (Pilot System No. 2 - Tekleen)	+ 8 months
Draft Final Report Preparation and Submission	+ 9 months ¹
Final Report Submission	+ 10 months

Notes:

(1) Assumes 2-week client review period.

The schedule above is based on cumulative completion milestones from NTP. To maintain overall schedule efficiency, activities related to Pilot System No. 2, including procurement and methodology development, are expected to overlap with the latter portion of Pilot System No. 1. Actual timing will be refined in coordination with Western Springs based on equipment availability and the planned maintenance or outage periods for Well No. 3 and Well No. 4.

Fee Estimate

The estimated labor fee for the above project is \$170,153, excluding applicable fees and tax, on a **fixed fee** basis. Additionally, a fee of \$11,911 has been included for other direct costs for travel expenses and per diem (Table 2). A detailed task matrix is appended to this proposal.

Table 5 **Carollo Fixed Fee**

Item	Total Fee Estimate (USD)
Carollo Engineering	\$170,153
Other Direct Costs for travel and per diem	\$11,911
Total Estimated Fees (excluding applicable tax)	\$182,064

The costs for renting, shipping, and installing the pilot filters, including any ancillary equipment or materials required to operate the pilot systems, and costs associated with third-party laboratory testing, are not included in the fixed fee presented in Table 2 and will be billed separately as project-related pass-through costs.

Pilot Equipment Contracting and Administration

To align contractual responsibility with day-to-day site control, Western Springs will execute the pilot equipment rental agreements directly with the equipment suppliers and remain the contracting party for the rented equipment. This reflects that the pilot systems will be installed at the Western Springs site and operated by Village staff as part of normal plant activities. For administrative convenience, Carollo will support procurement coordination, including supplier communications, delivery planning, startup coordination, and invoice administration.

Where preferred by Western Springs, Carollo may advance approved supplier costs and recover those amounts through Carollo's monthly invoices as pass-through project costs, allowing for a simplified invoicing interface while maintaining appropriate alignment between equipment responsibility and site control. Western Springs will remain responsible for site receiving, day-to-day custody and operation of the pilot equipment, and contract work associated with installation, including piping, valving, electrical connections, flow measurement, and related appurtenances. Carollo's role will be limited to procurement coordination, commissioning support, and technical oversight during the pilot program.

Based on the contracting, payment, and installation approach preferred by Western Springs, Table 3 provides an approximation of the third-party and pass-through costs associated with pilot equipment rental, shipping, installation, and laboratory testing.

Table 6 **Estimated Third-Party/Project Costs**

Item	Approximate Fees
3-Month Pilot Rental (Tekleen)	\$2,500
3-Month Pilot Rental (Forsta)	\$2,500
Pilot System Installation (e.g., electrical connections, piping, valving, flowmeter, etc.)	\$25,000
3rd Party Laboratory Fees (based on weekly total and dissolved metal samples for 6 months)	\$1,500
0.45 µm syringe filters for daily onsite dissolved metals testing (pack of 1000)	\$900
Estimated Additional Fees	\$32,400

The third-party and pass-through costs presented in Table 3 are preliminary and will be refined as procurement discussions are completed and installation requirements are confirmed. Should those costs vary from current assumptions, Carollo will review the implications with Western Springs and, if needed, work collaboratively to identify reasonable scope adjustments that align with the Village's budget and project priorities while preserving the key objectives of the pilot study.

Table 7 **Estimated Total Pilot Budget**

Cost Items	Approximate Fees
Carollo Fixed Fee	\$182,064
Estimated Third-Party/Project Costs	\$32,400
Total Pilot Budget (excluding applicable tax)	\$214,464

Assumptions

- All deliverables will be submitted electronically in PDF format.
- Western Springs will provide review comments electronically in one consolidated set per deliverable.
- Permit fees, if required, will be the responsibility of Western Springs.
- Work outside the scope of this proposal will be addressed through a written change request and completed only after approval by Western Springs.
- Dissolved metals samples are assumed to be collected raw, unfiltered, and unpreserved and delivered to the laboratory for filtration and preservation in accordance with the laboratory's protocol.
- Western Springs operations staff will carry out day-to-day operation of the pilot systems and routine on-site water quality testing during active piloting.

General Conditions

- Carollo may rely on studies, reports, data, and services provided by Western Springs or others in performing the services under this proposal.
- Documents prepared by Carollo are intended solely for this project and are not to be reused for other purposes without Carollo's written concurrence.

Mr. Matthew Supert, Director of Municipal Services
Village of Western Springs
April 10, 2026

Page 10

- Opinions of cost, schedule, and similar projections are based on information available at the time of preparation and may vary due to market conditions, third-party performance, site conditions, operating practices, or other factors outside Carollo's control.
- Services performed under this proposal are for the benefit of Western Springs only, and no third party may rely upon them.
- Carollo will perform its services consistent with the standard of care ordinarily exercised by consultants performing similar services under similar circumstances in the state where the project is located.

Closing Remarks

On behalf of Carollo, thank you for the opportunity to submit this proposal to the Village of Western Springs for the alternative filtration pilot study. We appreciate the opportunity to support the Village in evaluating replacement filtration options and developing a practical path forward for the facility. If you have any questions or would like to discuss the proposed scope, schedule, or fees, please contact us directly.

Sincerely,
Carollo ENGINEERS, INC.



Justin Rak-Banville, M.Sc., MBA, P.Eng., P.Chem., EP.
Client Service Manager
Carollo Engineers Canada, Ltd.



Ray Theiler, PE
Project Manager
Carollo Engineers, Inc.

Attachment: Detailed Task Matrix

Detailed Task Fee Breakdown				Carollo	Carollo	Carollo	Carollo	Carollo	Carollo			
				Category	Category	Category	Category	Category	Category			
Task	Personnel	Justin Rak-Banville Client Service Manager	Ray Theiler Project Manager	Charles Goss Technical Lead	George Kontos Staff Professional	Drafting	Document Processing	Total Hours	Total Labour Cost	Other Direct Costs	Total Hours	Total Fees
Hourly Rates		\$316	\$283	\$283	\$233	\$170	\$165					
Location Category		US	US	US	US	US	US					
Category		Supervising Professional	Senior Professional	Senior Professional	Staff Professional	CAD Drafter	Document Processor I					
Task 100 - Project Management		5	33	32	0	0	0	70	\$19,975	\$1,398	70	\$21,373
110 Project Initiation		1	5	1				7	\$2,014	\$141	7	\$2,155
120 Project Admin, Monitoring, and Controls		2	20	6				28	\$7,990	\$559	28	\$8,549
130 Project Closure		2	8	25				35	\$9,971	\$698	35	\$10,669
Task 200 – Pilot Methodology, Pilot System Procurement, Installation and Commissioning		4	72	136	38	12	20	282	\$74,322	\$5,203	282	\$79,525
210 Preliminary Site Investigation			16	16				32	\$9,056	\$634	32	\$9,690
220 Pilot System Procurement Support			8	12				20	\$5,660	\$396	20	\$6,056
230 Pilot Study Methodology Development			8	24	8	12	8	60	\$14,280	\$1,000	60	\$15,280
240 On-site for Pilot System Commissioning and Training			24	24				48	\$13,584	\$951	48	\$14,535
250 Preparation and submission of TM 1 and TM 2		4	16	60	30		12	122	\$31,742	\$2,222	122	\$33,964
Task 300 – Piloting Support		0	8	12	96	0	0	116	\$28,028	\$1,962	116	\$29,990
Bi-weekly site visit (assumed 16 site visits)			8	12	96			116	\$28,028	\$1,962	116	\$29,990
Task 400 – Reporting		4	16	92	40	16	24	192	\$47,828	\$3,348	192	\$51,176
Prepare and submit DRAFT Pilot Study Report for client review		4	12	80	40	16	16	168	\$41,980	\$2,939	168	\$44,919
Prepare and submit FINAL Pilot Study Report			4	12			8	24	\$5,848	\$409	24	\$6,257
TOTAL		13	129	272	174	28	44	660	\$170,153	\$11,911	660	\$182,064



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/4/2026

6/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee and Liab. Ins. Co. INSURER C: Allied World Surplus Lines Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 16535 26247 24319
INSURED 1472595 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601		

COVERAGES**CERTIFICATE NUMBER:** 21166527**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	N	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 2,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	AUC 4428881	7/4/2025	7/4/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 9730570	7/4/2025	7/4/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Water Treatment Plant Condition Assessment. Village of Western Springs and its officers, appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. SEE ATTACHED.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

21166527
Village of Western Springs
740 Hillgrove Avenue
Western Springs IL 60558

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured.	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 34****NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.
 Insurance Company Zurich American Insurance Company

WC 99 06 34

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

- C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Forsta Filters Inc.,
 10856 Vanowen St,
 North Hollywood, California, 91605,
 United States
 Phone 3108377177, Fax 310-837-6477

Created Date:01-27-2026

Customer Information
Carollo Engineers Dustin Chase DChase@carollo.com 204-218-5473

Application Information				
Pilot unit for a project in California Customer need to make sure that he can supply over 40psi inlet pressure for the pilot.				
Proposed Items	Horizontal Filter			
Item Part Number	Description	Quantity	Unit Price	Total
A2-180C	Automatic self-cleaning filter made from stainless steel 304L. 2" flange Inlet/Outlet, 1.5" electric flushing valve. Operating pressure 40-150psi. Max temperature 150 F. The filter comes equipped with 5 microns high porosity stainless steel 316L screen 3 sq ft screen area for the 180 °C series model A	1	10,225.37	\$10,225.37
EC-2-110-HK	Automatic backwash controller for Forsta self cleaning water filters. Initiates cleaning cycle for up to two filters in parallel by pressure differential, periodic or manual activation. 110 VAC input/ 24 VAC output, weather resistant enclosure. Includes differential pressure gauge.	1	1,644.15	\$1,644.15
2-C-90-10	High porosity stainless steel 316L screen 10 micron 3 sq ft. screen area for 90 series model C	1	1,462.22	\$1,462.22
2-C-90-2	High porosity stainless steel 316L screen 2 micron. 3sq ft screen area for 90 series model C	1	1,462.22	\$1,462.22
Section Subtotal		4		\$14,793.96
Proposed Items	Vertical Filter			
Item Part Number	Description	Quantity	Unit Price	Total
M1-90	Automatic Self Cleaning Filter made from stainless steel 304. 1" NPT Inlet/Outlet, 1" electric flushing valve. Operating pressure 40-150psi. Max temperature 150 F. The filter comes equipped with a high porosity 100 micron stainless steel 316L screen with 58sq inches for 90 series model M.	1	3,501.87	\$3,501.87

Proposed Items	Vertical Filter			
Item Part Number	Description	Quantity	Unit Price	Total
EC-2-110-HK	Automatic backwash controller for Forsta self cleaning water filters. Initiates cleaning cycle for up to two filters in parallel by pressure differential, periodic or manual activation. 110 VAC input/ 24 VAC output, weather resistant enclosure. Includes differential pressure gauge.	1	1,644.15	\$1,644.15
2-M-90-10	High porosity stainless steel 316L screen 10um 58sq inches screen area for M90	1	845.24	\$845.24
2-M-90-2	High porosity stainless steel 316L screen 2um 58sq inches screen area for M90	1	845.24	\$845.24
Section Subtotal		4		\$6,836.5
Proposed Items				
Item Part Number	Description	Quantity	Unit Price	Total
Rental Agreement	The customer has the option to return the unit within 90 days for 30% restocking fee. If the customer keeps the unit past the 90 days a return would not be allowed. The restocking fee only applies to filter and controller and does not apply to start up or any additional items supplied.	1	0	\$0
Section Subtotal		1		\$0
Items Total				\$21,630.46
Shipping & Handling Charges				0
Pre Tax Total				\$21,630.46
Tax(0)%				\$0
GRAND TOTAL(\$)				\$21,630.46

Terms and Conditions
Lead Time: From stock Payment Terms: Net 30 days Shipping Via: Truck / UPS Shipping Terms: Ex-Works North Hollywood, CA Quotes are valid for thirty (30) days. Delivery Subject to availability. Pumps, Valves, and Custom Fabricated Items are Non-Returnable Filters and Filter Parts Only Returnable Within 90 Days of the Ship Date with Forsta Authorization and Subject to Restocking Fee

www.forstafilters.com

Today's Date: 01-28-2026



Tekleen, Automatic Filters, LLC
 9816 Arlee Ave
 Santa Fe Springs, CA, 90670
 Phone: 800-336-1942

QUOTE

Quote Nbr.: QT088036
 Date: 1/28/2026
 Sales Person: Bryan Carino
 For: Dustin Chase
 Email: dchase@carollo.com
 Office:
 Cell: 204-218-5473

This quote is valid for 30 days

Web: www.tekleen.com

FOR:	SHIP TO:
Carollo	Western Springs
290-100 Innovation Drive	CA, US
WINNIPEG, R3T 6G2, CA	

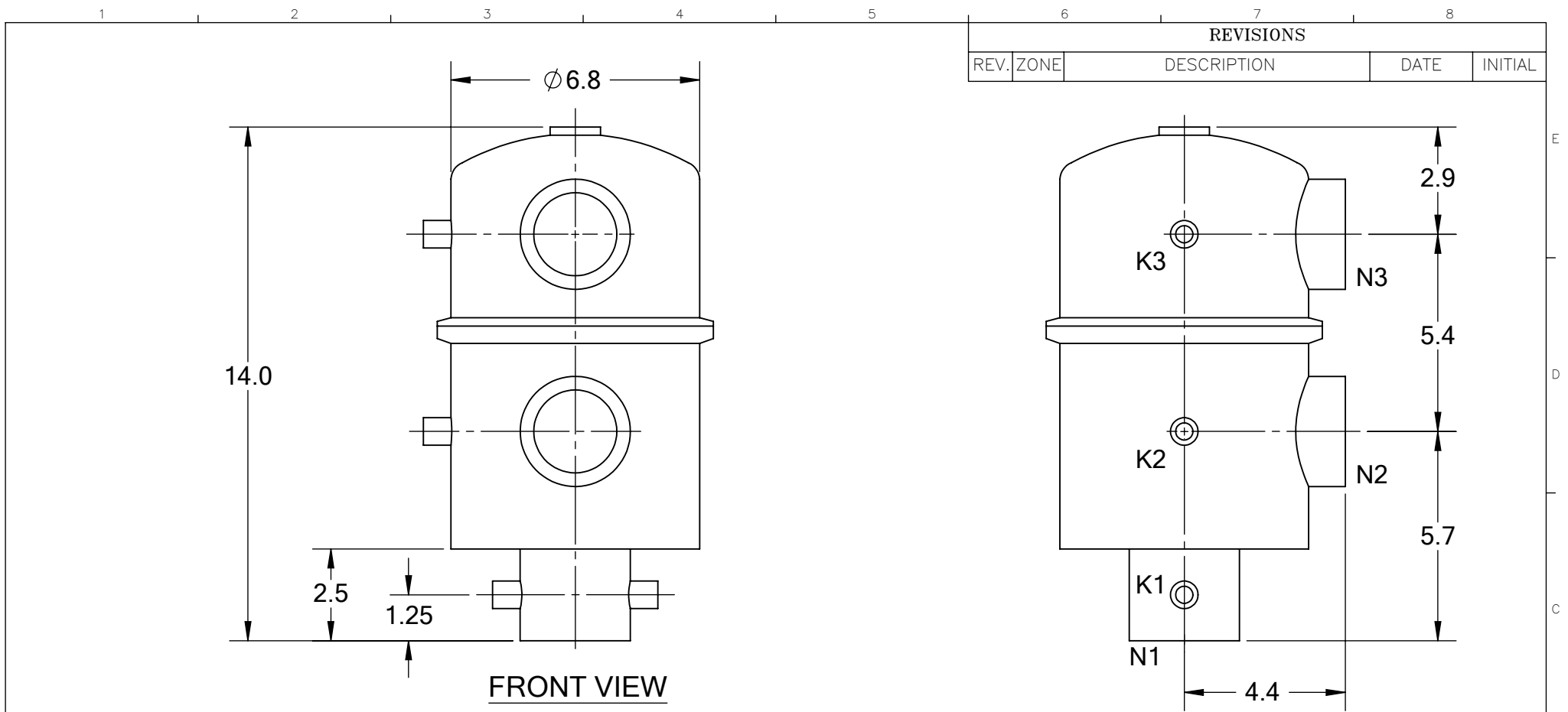
APPLICATION DETAIL

Name: California Pilot - Western Springs, 203678 - MTF2
 Application: Iron Removal Water Source: Groundwater Comments:
 Flow Rate (GPM): 20 Micron: 2, 10
 Pressure (PSI): Location:

NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
1	MTF2-A	Automatic Filter SST 304. 2" inlet/outlet NPT, 1" flushing ball valve. Designed 150 psi, 160°F. 0.6 SQFT screen in 316L. 2 micron sintered screen	1	EACH	0.00	\$0.00
2	GB6-110V-10	Electronic Backwash Controller in weather proof NEMA 3 box. Rinsing by differential pressure, timer, or manual. Backwash counter and emergency alarm. 110VAC 10 amp,output 24VAC,12"x9"x7", 6#	1	EACH	0.00	\$0.00
3	4S-0.6M-B	Sintered Screen for 0.6 SQFT MTF Housing in SST316L 10 micron sintered screen	1	EACH	0.00	\$0.00
4	RENTAL	Rental Agreement - MTF2 System (3 months) - Equipment: MTF2 unit, controller, additional screen - Rate: \$655 USD/month - Payment: First month due with purchase order - Total: \$1,965 for complete pilot period - Purchase Credit: \$1,310 applied toward filter purchase (months 2-3 rental fees)	1	EACH	655.00	\$655.00

Payment Terms: Due Upon Receipt

Delivery:	8 weeks, subject to prior sale	Subtotal:	655.00
Shipment:	Prepay and Add	Tax:	0.00
Via:	Best Way	Total (USD):	655.00



REVISIONS				
REV.	ZONE	DESCRIPTION	DATE	INITIAL

TECHNICAL DATA

FLOW RATE	MAX. 100 GPM (23 m ³ /hr)
SCREEN SIZE	___ MICRON
SCREEN AREA	0.6 SQ. FEET
MAXIMUM TEMPERATURE	MAX. 200 °F
MAXIMUM PRESSURE	MAX. 150 PSI
EMPTY WEIGHT	~25 LBS.
FULL WEIGHT	~40 LBS.

NOZZLE	CONNECTION	TYPE	SIZE	RATING
K1	HIGH PRESSURE CONN.	THREADED	1/4" NPT(2)	
K2	LOW PRESSURE CONN.	THREADED	1/4" NPT	
K3	HYDRAULIC CONN.	THREADED	1/4" NPT	
N1	INLET	THREADED	2" NPT	
N2	OUTLET	THREADED	2" NPT	
N3	FLUSH OUTLET	THREADED	2" NPT	

TOLERANCES (UNLESS OTHERWISE SPECIFIED)	
FRAC. ±1/16	ANGLE ±1°
.X ±.1	
.XX ±.05	
.XXX ±.010	
MATERIAL: SST	
DRAWN BY: S. PERKINSON	
DATE: 11/11/11	
SCALE: 1:4	SHEET: 1 OF 1

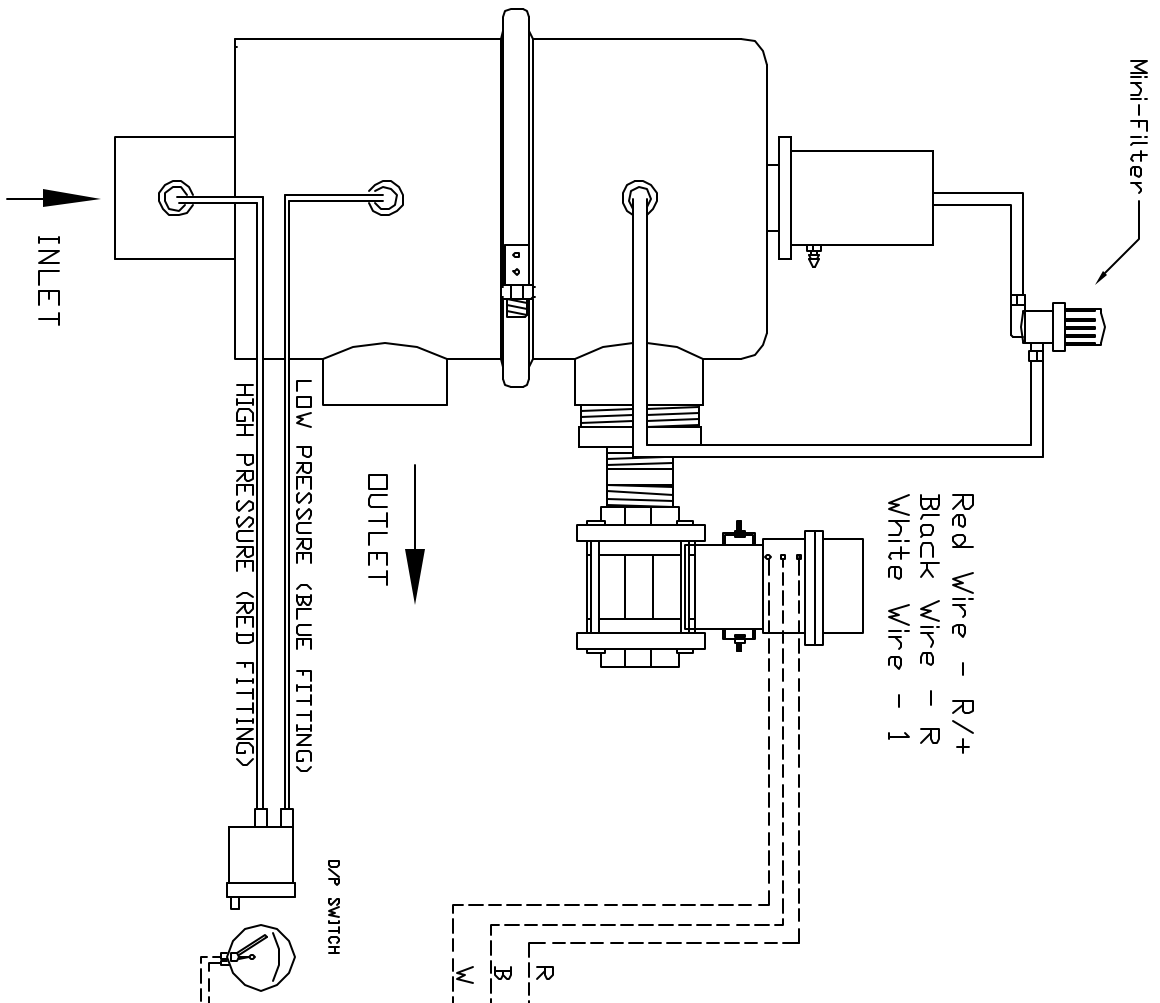
TEKLEEN®
Automatic Filters Inc.

2672 S. LA CIENEGA BLVD.
LOS ANGELES, CA 90034
MAIN: (310) 839-2828
FAX: (310) 839-6878

TITLE: MTF2 FILTER, CUT DRAWING

DRAWING NUMBER MTF-2-CUT-01
REV N/A

GB6 ELECTRIC CONTROLLER



UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES DECIMALS ANGULAR XX ± .05 ± .05 DEG XXX ± .01		AUTOMATIC FILTERS, INC. 2672 S. LA CIENEGA BLVD. LOS ANGELES, CA 90034 (310) 839-2828 FAX (310) 839-6878	
DRAWN David Steenberg	DATE 2-7-98	TITLE MTF SETUP with GB6 & Electric Flush Valve	
CHECKED		SIZE A	REV 0
DESIGN		NOT SCALE	SHEET OF







DRAFT 04.27.2026
RESOLUTION NO. 26-????

VOTE: _____
AYES: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____
DATE: May 11, 2026
OTHER: 2/3 Majority Vote Required.

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BID PROCESS AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND CAROLLO ENGINEERS OF MADISON, WISCONSIN TO PERFORM AN ALTERNATIVE FILTRATION PILOT STUDY FOR AN AMOUNT NOT TO EXCEED \$214,464.00.

WHEREAS, the President and Board of Trustees of the Village of Western Springs ("Village" or "Village Board") and Carollo Engineers of Madison, Wisconsin ("Engineer") desire to enter into a Professional Services Agreement to Perform an Alternative Filtration Pilot Study for the Village's AMIAD Iron Filtering System (collectively, the "Services") and its Exhibit "1" entitled "Rider To Professional Services Agreement Between The Village Of Western Springs and Carollo Engineers in Regard to Professional Services Agreement to Perform an Alternative Filtration Pilot Study", copies of which are attached hereto as Group Exhibit "A" and made a part hereof (collectively the "PSA"); and

WHEREAS, the Services to be performed will include project initiation, monitoring and control, and project deliverables that will take into account space limitations, hydraulic conditions, filter efficiency, and flow rates related to operation, and as described in detail in Group Exhibit "A"; and

WHEREAS, in May, 2025, Engineer was awarded a contract to perform a water treatment plant condition and assessment study for the Village which resulted in performance of research, review of historical data, and the taking field measurements and samples to evaluate various iron removal technologies and to design the two systems that may be implemented at the water treatment plant. Due to Engineer's familiarity with the equipment and operations at the water plant, previous research, design and field testing work, Engineer is uniquely qualified to conduct the pilot study of the implementation of said systems; and

WHEREAS, pursuant to the Engineer's proposal, the fee to perform the Services is a "not-to-exceed" fee of \$214,464.00. The Engineer's fee will be paid from the Village's Water Funds and/or other available Village funds; and

WHEREAS, at an open public meeting held on April 14, 2026, the Village's Public Works and Water Committee ("Committee") reviewed and discussed the terms of the attached PSA, received input from Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at open public meetings held on April 27, 2026, and May 11, 2026, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA and the Committee's recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its May 11, 2026 Regular meeting, the Village Board accepted the Committee's recommendation to approve and enter into the PSA; and

WHEREAS, pursuant to Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western

Springs Municipal Code ("Village Code"), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than \$25,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under the intergovernmental cooperation 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 State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve the waiver of the competitive bidding process and enter into the attached PSA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement to Perform an Alternative Filtration Pilot Study for the Village's AMIAD Iron Filtering System ("Services") and its Exhibit "1" entitled "Rider To Professional Services Agreement Between The Village Of Western Springs And Carollo Engineers in Regard to Professional Services Agreement to Perform an Alternative Filtration Pilot Study" (collectively the "PSA"), substantially in the form attached hereto as **Group Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the Village President and Village Clerk, or their designees, to execute the final version of the PSA, and to execute such other documents as are necessary to fulfill the Village's obligations under the PSA.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees further approve and authorize the expenditure of Village Referendum Funds and/or other available funds to pay for the Village's financial obligations under the PSA, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under the PSA.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and an executed version of the attached PSA to the Engineer for record retention purposes.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 11th day of May, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between The Village Of Western Springs And Carollo Engineers of Madison, Wisconsin to Perform an
Alternative Filtration Pilot Study for the Village's AMIAD Iron Filtering System
And**

Exhibit "1"

**Rider To Professional Services Agreement
Between The Village Of Western Springs And Carollo Engineers of Madison, Wisconsin to Perform an
Alternative Filtration Pilot Study for the Village's AMIAD Iron Filtering System**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, the Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BID PROCESS AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND CAROLLO ENGINEERS OF MADISON, WISCONSIN TO PERFORM AN ALTERNATIVE FILTRATION PILOT STUDY FOR THE VILLAGE'S AMIAD IRON FILTERING SYSTEM

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 11th day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 11th day of May, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this __ day of May, 2026.

Edward Tymick, Village Clerk

SEAL

Exhibit "1"

**Rider To Professional Services Agreement
Between The Village Of Western Springs And Carollo Engineers of Madison, Wisconsin to Perform an
Alternative Filtration Pilot Study for the Village's AMIAD Iron Filtering System**

(attached)

**Rider to
Professional Services Agreement
Between The Village Of Western Springs And Carollo Engineers of Madison, Wisconsin to Perform an
Alternative Filtration Pilot Study for the Village's AMIAD Iron Filtering System**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) 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.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. 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 as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

- c. If ENGINEER makes a general assignment for the benefit of creditors.
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the

copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

- a. If to the VILLAGE:
Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager
 - b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
 25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
 26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
 27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
 28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.
- B. CERTIFICATION OF ENGINEER
1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
 - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:

- (1) 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.
 - (2) 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 Rights' 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.
 - (3) 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.
 - (4) 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 ENGINEER'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 ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER 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.
 - (5) 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.
 - (6) 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.
 - (7) 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.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. 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 ENGINEER 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.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.

- (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) 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.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) 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.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
 - k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
 - l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope

of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established

by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) Non-Discrimination. Each Party and its officers, corporate authorities, 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. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party 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. Each Party 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)
- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and

Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: May, 2026



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.G.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: [Previously discussed] Change Order No. 1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their April 14, 2026 and the Village Board reviewed this item on April 27, 2026 and recommended the approval of Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project in an amount of \$24,000, and a total project amount of \$90,100.

Summary

Baxter & Woodman has submitted Amendment 1 to the Village's existing engineering agreement for the Spring Rock Park Sanitary Sewer Phase I/II improvements. The amendment expands the scope of design engineering due to additional engineering work that is required for the main through Spring Rock Park. After the completion of televising of the sewer main, it's advised that additional portions of the sewer main will need to be replaced rather than lined.

The amended scope also includes additional work associated with lining, replacement and extension of the raw water main at the Water Treatment Plant and the installation of a new structure and lining for a section of the combined outfall sewer at Flagg Creek. This work includes topographic surveying at three locations, environmental services related to CCDD screening and testing, easement investigation and preparation, coordination of utility locates, and required agency permit submittals.

Based on this expanded scope, Baxter & Woodman is requesting an additional engineering fee of \$24,000, bringing the total not-to-exceed amount to \$90,100. The updated scope also amends the original project schedule, including moving bid advertisement dates back to June 2026, to align with the additional design requirements.

Financial Impact

Account	4402515 50331	4302510 50331
Fund	Storm	Water
2026 Budget	\$13,400	\$13,000

Detail

2025 Approved Project Cost \$66,100

Amendment #1 \$24,000

Revised Total Cost \$90,100

Recommended Motion

I move to approve Change Order No. 1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project in an amount of \$24,000 and a total project amount of \$90,100.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2500812.00_Proposal_Amend1_SpringRockSanSwrLine
2. Ordinance No. 26-____ re Approving and Authorizing Change Order to Spring Rock Park Phase I and II Engineering Agreement with Ba

April 1, 2026

Mr. Matthew Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 605558

Subject: Spring Rock Park Sanitary Sewer Phase 1 and Phase 2 Engineering - Amendment 1

Dear Mr. Supert:

Baxter & Woodman is pleased to submit this Amendment to our proposal dated May 16, 2025, to provide additional design engineering for lining, replacement, and extension of the raw water main at the Water Plant and installation of a new structure and lining of a section of the combined outfall sewer at Flagg Creek.

Amended Scope of Services

1. TOPOGRAPHIC SURVEY – Perform topographic survey at three (3) project locations within the project limits in order to develop base sheets for Project plan drawings.
2. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) – Provide environmental services for completing IEPA Form 663 or 662 where applicable, including CCDD screening, testing, and subsurface investigation. Coordinate with local disposal sites for pre-approval of investigated materials.
3. EASEMENT AND PLAT WORK – Investigate existing property ownership, easements, and dedicated rights-of-way. Prepare preliminary plats of easement for the Owner to use in obtaining easements.
4. UTILITY LOCATES AND COORDINATION – Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
5. AGENCY PERMIT SUBMITTALS – Obtain a historic preservation consultation from IHPA. Submit the design documents and permit applications to the Illinois Department of Transportation, the IDNR, the IEPA Division of Public Water Supply, and IEPA Division of Water Pollution Control agencies for a permit to construct, own, and operate.

Professional locating of existing outfall sewer is not included in this amendment.

Amended Fee

Our engineering fee for the above stated scope of services will be based upon our hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, which is estimated to total an additional **\$24,000** for an amended not to exceed amount of **\$90,100**.

Amended Schedule

CCTV Review – June 2025	January 2026
Technical Memo – July 2025	February 2026
Phase 2 Design Kick-off Meeting – August 2025	April 2026
60% Design/IEPA Permit – December 2025	April 2026
90 % Design – February 2026	May 2026
Bid Advertisement – March 2026	June 2026

Standard Terms and Conditions

All terms and conditions of the Proposal dated March 16, 2025, with the Village of Western Springs shall apply.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Mark Siefert at 815.444.4482 or msiefert@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Carolyn A. Grieves, PE
Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$15 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

DRAFT 04.27.26
ORDINANCE NO. 26-????

VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

OTHER: _____

DATE: May 11, 2026

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF CHANGE ORDER NO. 1 TO
THE CONTRACT ENTERED INTO WITH BAXTER &
WOODMAN, OF MOKENA, ILLINOIS FOR AN
AMENDMENT TO THE SPRING ROCK PARK
COMBINED SEWER LINING PHASE I AND II
ENGINEERING PROPOSAL INCREASING THE PRICE
FROM \$66,100 TO \$90,100.

WHEREAS, with the passage of Resolution No. 25-2922 dated June 16, 2025, the President and Board of Trustees of the Village of Western Springs (the "Village") approved a Professional Services Agreement with Baxter & Woodman, of Mokena, Illinois (the "Contractor") for the Phase I and II Engineering Proposal (the "Project"); and

WHEREAS, an increase in the budgeted amount is necessary due to a need for additional work associated with the scope of design engineering for the main through Spring Rock Park, addition of scope of services for the lining and replacement of the raw water main at the Water Treatment Plant, and for the installation of a new structure and lining for a section of the combined outfall sewer at Flagg Creek; and

WHEREAS, whenever a contract price increases by \$10,000.00 or more, a change order must be approved by the Corporate Authorities of the Village. To complete this Project, the Corporate Authorities of the Village are required to approve a change order to increase the Contract Price for this Project ("Change Order No. 1"). A copy of Change Order No. 1 is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, at an open, public meeting held on April 14, the Public Works and Water Committee (the "Committee") reviewed the terms of attached Change Order No. 1 and received input from Village staff and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve Change Order No. 1; and

WHEREAS, at open, public meetings held on April 27, 2026 and May 11, 2026, the Village Board reviewed the terms of the attached Change Order No. 1 and the Committee's recommendation, received input from the Village staff and provided an opportunity for input from the public on the matter, and then, at its May 11, 2026 meeting, the Village Board accepted the Committee's recommendation to approve Change Order No. 1; and

WHEREAS, based on the recommendations of Village staff, the Corporate Authorities of the Village make the following findings and determinations in accordance with 720 ILCS 5/33E-9 (Criminal Code; Change Order Statute) regarding changes to the Project Contract:

1. Change Order No. 1 (or a series of change orders) **does** increase the Project Contract Price by Ten Thousand and 00/100 Dollars (\$10,000.00) or more.
2. Change Order No. 1 does not increase the Project Completion Date by thirty (30) days or more.

3. Change Order No. 1 (or a series of change orders): (a) is made necessary by circumstances not foreseeable at the time the Project Contract was signed; (b) is germane to the Project Contract as originally signed; and (c) is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of Change Order No. 1 (or a series of change orders) does not increase the original Project Contract Price by 50% or more, and thus the Village is not obligated to re-bid the additional work proposed under Change Order No. 1.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: Approval and Execution of Change Order No. 1. The Corporate Authorities of the Village of Western Springs authorize the approval and execution of the attached Change Order No. 1 (**Exhibit "A"**) in the amount of \$24,000, which increases the total not-to-exceed contract price to \$90,100, and direct the Village President and Village Clerk, or their designees, to execute Change Order No. 1 and any other necessary documents to implement Change Order No. 1.

Section 3: Approval and Authorization of Financial Expenditures and Other Documents. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of Village Recreation funds or funds from other legal Village sources to pay the Contractor to complete the Project in accordance with Change Order No. 1, and also authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village of Western Springs' obligations under Change Order No. 1. The Corporate Authorities of the Village authorize and direct the Village President, the Village Clerk, the Village Treasurer and the Village Engineer, or their designees, to execute, process and deliver such instruments necessary to comply with the authorization and direction set forth in this Ordinance.

Section 4: Delivery of Signed Documents. After approval and execution of this Ordinance and Change Order No. 1 by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Ordinance and executed versions of the attached Change Order No. 1 to the Clerk's office and Contractor for record retention purposes.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 11th day of May, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of May, 2026.

Edward Tymick, Village Clerk

Exhibit "A"

**Change Order No. 1 to Contract by and between
the Village of Western Springs and Baxter & Woodman, Of Mokena, Illinois for an
Amendment to the Spring Rock Park Combined Sewer Lining Phase I and II Engineering Proposal**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, the Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

ORDINANCE NO. 26-_____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 TO THE CONTRACT ENTERED INTO WITH BAXTER & WOODMAN, OF MOKENA, ILLINOIS FOR AN AMENDMENT TO THE SPRING ROCK PARK COMBINED SEWER LINING PHASE I AND II ENGINEERING PROPOSAL INCREASING THE PRICE FROM \$66,100 TO \$90,100.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 11th day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 11th day of May, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this __ day of May, 2026.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.H.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: [Previously discussed] Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their April 14, 2026 meeting and the Village Board reviewed this item on April 27, 2026 and recommended the approval of a Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance in an amount not to exceed \$14,000.

Summary

Attached for review is a proposal from Baxter & Woodman, Inc. dated April 2, 2026, outlining professional services to support compliance with the Illinois Environmental Protection Agency (IEPA) Municipal Separate Storm Sewer System (MS4) permit requirements for 2026. The scope includes preparation and submittal of the Annual Facility Inspection Report (AFIR), completion of the Village's updated Stormwater Management Program Plan (SMPP), annual staff pollution-prevention training, development of new stormwater education materials for residents and businesses, and assistance with launching quarterly stormwater pollution-prevention inspections at Village facilities. These tasks are required under the revised MS4 permit and are required to be in compliance no later than August 1, 2026.

Baxter & Woodman proposes to complete this work for a lump-sum fee of \$14,000, with itemized costs for each component of the MS4 program. The consultant has been performing these services for the Village and is already familiar with the updated permit requirements and the SMPP revisions currently in progress. Their assistance will help ensure timely submittals, compliant staff training, and proper implementation of the expanded inspection and public education obligations.

Financial Impact

Account	4402515 50336
Fund	Sewer
2026 Budget	\$17,000
Project Cost	\$14,000

Recommended Motion

I move to approve a Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance in an amount not to exceed \$14,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2600286.00_Proposal_2026_MS4_NPDES
2. Resolution No. 26-_____ re PSA with Baxter & Woodman for MS4 NDPES Permit Program Assistance (BOT Appr. 5.11.2026)(2123808.1)
3. Exhibit 1 - Rider to PSA for MS4_NPDES Permit Program Assistance with Baxter _ (2123827.1)

April 2, 2026

Mr. Matthew Supert
Director of Municipal Services
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Subject: *Village of Western Springs – 2026 Municipal Separate Storm Sewer System (MS4) Program Assistance*

Dear Mr. Supert:

Baxter & Woodman, Inc. would like to continue its annual MS4 program assistance to the Village and presents you with this Proposal to prepare your MS4 annual report and provide other MS4 permit implementation services. Per Illinois EPA Municipal Separate Storm Sewer System (MS4) permit requirements, the following tasks must be performed in 2026. The new MS4 Permit and its new program requirements became effective Aug 1, 2025. The Village's MS4 Stormwater Management Program Plan (SMPP) must be updated with the new program requirements and Village information. This work began last year and continues this year as Illinois EPA continues to provide direction and information on implementation of the new program requirements. Municipalities are required to submit an Annual Facility Inspection Report (AFIR) each year by June 1. Pollution prevention training is required annually for Village staff. New specific stormwater pollution prevention education materials must be developed for residents and local businesses. The Village must begin implementing quarterly stormwater pollution prevention inspections at municipally owned/operated facilities. The following outlines our proposed Scope of Services and Engineering Fee.

Scope of Services

1. MS4 Annual Facility Inspection Report (AFIR)

Prepare and submit the 2026 Annual Report to the IEPA by June 1, 2026. A call or meeting will be facilitated with Village staff to collect information for the report. A draft of the report will be prepared for Village review and comment prior to finalization and to submittal to the IEPA.

2. **Stormwater Management Program Plan (SMPP) Update**

The new MS4 Permit and its new program requirements became effective Aug 1, 2025. The Village's MS4 Stormwater Management Program Plan (SMPP) must be updated with the new program requirements and Village information. This work began last year and continues this year as Illinois EPA continues to provide direction and information on implementation of the new program requirements. Aug 1, 2026, is the target date for completing the SMPP update. The completed SMPP document will be prepared for website posting. SMPP update tasks will include:

- 1.1 Provide a summary of new permit requirements for review.
- 1.2 Facilitate a meeting of Department staff to discuss the requirements and which department will be responsible for implementation of new requirements.
- 1.3 Discuss the information tracking and reporting tasks that are associated with each permit requirement.
- 1.4 Develop a draft updated SMPP that includes the new permit requirements and department responsibilities.
- 1.5 Incorporate staff comments on the draft SMPP.
- 1.6 Finalize the SMPP.
- 1.7 Deliver an electronic SMPP file suitable for website posting.

3. **MS4 Employee Training**

Pollution Prevention training for staff is required by the MS4 permit. Provide one (1) educational presentation to inform and encourage operations personnel to prevent and reduce stormwater pollution from municipal operations, and to document activities that prevent pollution. Training material and attendance documentation will be provided for MS4 recordkeeping.

4. **Stormwater Pollution Prevention Education Materials**

Develop stormwater pollution prevention education materials for 3 residential topics and 3 industrial/commercial topics in a form suitable for web posting or other distribution.

5. **Quarterly Stormwater Pollution Prevention Inspection Assistance**

The Village must begin implementing quarterly stormwater pollution prevention inspections at municipally owned/operated facilities. Assist Village staff with developing the inventory of facilities for inspection, provide a form or list of fields for collecting facility inspection information, and perform at-facility training for staff that will be performing the inspections. Assist with as many facility inspections as the budget will allow.

Fee

Owner shall pay the Engineer for the services performed or furnished for a lump sum amount of **\$14,000.00**, per the following task amounts:

1. Annual Facility Inspection Report (Annual Report) Preparation - **\$3,000.00**
2. Stormwater Management Program Plan (SMPP) Update - **\$2,500.00**
3. MS4 Program Annual Training - **\$2,000.00**
4. Stormwater Pollution Prevention Education Materials - **\$1,500**
5. Quarterly Stormwater Pollution Prevention Inspection Assistance - **\$5,000**

This proposal is valid for 90 days from the date issued.

Acceptance

If you find this proposal acceptable, **please sign below and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to contact me at 815-444-3342 or dbounds@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Daniel G. Bounds, PE
Associate Vice President

Village of Western Springs

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\corp.baxwood.com\project\Azure\WSPRV\2600286-2026 MS4
Services\Contract\Work\2600286.00_Proposal_2026_MS4_NPDES.docx

Mr. Matthew Supert
Village of Western Springs

April 2, 2026
2600286.00 | Page 3

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$15 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

DRAFT 04.27.2026
RESOLUTION NO. 26-????

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: May 11, 2026

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF
WESTERN SPRINGS AND BAXTER AND
WOODMAN, INC. OF MOKENA, ILLINOIS FOR
MS4/NPDES PERMIT PROGRAM ASSISTANCE FOR
AN AMOUNT NOT TO EXCEED \$14,000.00.**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (“Village Board”) and Baxter and Woodman, Inc. of Mokena, Illinois (“Engineer”) desire to enter into a Professional Services Agreement for MS4/NPDES Permit Program Assistance (collectively, the “Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and Baxter and Woodman, Inc. for MS4/NPDES Permit Program Assistance”, copies of which are attached hereto as Group Exhibit “A” and made a part hereof (collectively the “PSA”); and

WHEREAS, the Services to be performed will include the preparation of the MS4 annual report, assistance on other MS4 permit implementation services, assistance updating the Village’s MS4 Stormwater Management Program Plan with new IEPA requirements, MS4 employee training, quarterly stormwater pollution prevention inspection assistance, and stormwater pollution prevention education materials; and

WHEREAS, the fee to perform the Services is a “not-to-exceed” fee of \$14,000. The Engineer’s fee will be paid from the Sewer Fund; and

WHEREAS, at an open public meeting held on April 14, 2026, the Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the terms of the attached PSA, received input from the Village staff, and provided an opportunity for input from the public, and then the Committee favorably recommended that the Village Board approve the PSA; and

WHEREAS, at open public meetings held on April 27, 2026 and May 11, 2026, the President and Board of Trustees of the Village reviewed and discussed the Services, the PSA, and the Committee’s recommendation, received input from the Village staff, and provided an opportunity for input from the public. At its May 11, 2026 Regular meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the PSA; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized, under the intergovernmental cooperation 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 State of Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7), to approve and enter into the attached PSA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to approve and enter into the attached PSA.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: Approval of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the Professional Services Agreement for MS4/NPDES Permit Program Assistance (“Services”) and its Exhibit “1” entitled “Rider to Professional Services Agreement Between The Village Of Western Springs and Baxter and Woodman, Inc. for MS4/NPDES Permit Program Assistance” (collectively the “PSA”), substantially in the form attached hereto as **Group Exhibit “A”** and made a part hereof, which may contain certain non-substantive and non-financial changes that are approved by the Village Attorney. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute the final version of the PSA, and such other related documents as may be necessary to fulfill the Village’s obligations under the PSA.

Section 3: Approval of Related Expenses. The President and Board of Trustees of the Village of Western Springs also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village’s obligations under the PSA.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the PSA by the Village President and Village Clerk, or their designees, the Village Clerk’s Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached PSA to the Clerk’s office and to the Engineer.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 11th day of May, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**Professional Services Agreement
Between the Village of Western Springs and Baxter and Woodman, Inc.
for MS4/NPDES Permit Program Assistance**

Exhibit "1"

**Rider to Professional Services Agreement
Between The Village Of Western Springs and Baxter and Woodman, Inc.
for MS4/NPDES Permit Program Assistance**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, the Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS
AND BAXTER AND WOODMAN, INC. OF MOKENA, ILLINOIS FOR MS4/NPDES PERMIT PROGRAM
ASSISTANCE**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 11th day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 11th day of May, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this __ day of May, 2026.

Edward Tymick, Village Clerk

SEAL

Exhibit "1"

**Rider to Professional Services Agreement
Between The Village Of Western Springs and Baxter and Woodman, Inc.
for MS4/NPDES Permit Program Assistance**

(attached)

**Rider to Professional Services Agreement
Between The Village Of Western Springs and Baxter and Woodman, Inc.
for MS4/NPDES Permit Program Assistance**

The Terms and Conditions of the Professional Services Agreement ("PSA" or "Agreement") are supplemented by this Rider to PSA. This Rider is attached to and incorporated by reference into and made a part of the PSA as Exhibit "1". In the event of a conflict or inconsistency between any term or provision of this Rider and any term or provision of the PSA, the terms and provisions of this Rider shall control.

A. THE ENGINEER AGREES:

1. The ENGINEER shall procure and maintain, for the duration of its Agreement and for three (3) years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 04/13);
- (2) Insurance Services Office form number CA 0001 (Ed. 10/13) covering Automobile Liability, symbol 01 "any auto";
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) 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.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. 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 as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its appointed and elected officials, agents, attorneys, employees and volunteers (the "Village Affiliates") are to be covered as additional insureds under policies issued on the ISO CG 20 10 form regarding: liability caused in whole or in part by the acts or omissions by or on behalf of the ENGINEER for all aspects of the Services and the Project for both ongoing and completed operations; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE and the Village Affiliates.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE and the Village Affiliates shall be in excess of ENGINEER's insurance and shall not contribute with it relative to the payment or settlement of any claims or lawsuits filed regarding the Services or the Project.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE and the Village Affiliates.
- (d) The ENGINEER'S insurance shall contain a severability of interests clause or language stating that ENGINEER'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided or canceled or reduced in coverage or in limits by the insurer, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

- (3) Reporting. In the event of a claim, demand, lawsuit or other action filed against the ENGINEER and/or its owners, officers, employees, agents and subcontractors arising out of the Services or the Project or relating to any matter covered by the Agreement, the ENGINEER shall immediately notify, in writing, the VILLAGE'S and the ENGINEER'S insurer(s) so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a party shall not affect coverage and the indemnification and defense obligations under the Agreement.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and policies and with copies of endorsements affecting coverage with premiums paid in full. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to issue certificates of insurance. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE and the Village Affiliates against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may accrue against the VILLAGE and the Village Affiliates, caused by the negligent or willful performance of the Services by the ENGINEER, its owners, officers, employees, agents and/or subcontractors, except that arising out of the negligence or willful act of the VILLAGE and the Village Affiliates. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE and the Village Affiliates for their own negligent acts or omissions.
3. Any insurance policies required by the Agreement, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE and the Village Affiliates as herein provided.
4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE, and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while performing the Services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments regarding the performance of the Services; and the ENGINEER and the VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order), require the ENGINEER to stop all, or any part, of the Services required by the Agreement. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the Services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the Services upon expiration of the Suspension of Services Order.
7. The Agreement may be terminated by the VILLAGE by removal of the ENGINEER from the office of VILLAGE Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that, should the Agreement be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed through the termination date. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.
8. The Agreement may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors.

- d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors.
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due.
9. Upon termination, the ENGINEER shall deliver to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the ENGINEER shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall be paid for all actual, documented, completed Services and any expense sustained, less all costs incurred by the VILLAGE to have the Services performed which were to have been performed by the ENGINEER. The VILLAGE agrees to waive any claim against the ENGINEER and to indemnify and hold the ENGINEER harmless from any claim or loss arising or allegedly arising out of the unauthorized re-use of the documents.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the Project and sufficient, properly trained and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure the Agreement; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul the Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
12. The ENGINEER, during the period commencing upon the execution of the Agreement and concluding one year following the completion of the Project, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
13. The Agreement shall be deemed to be exclusive between the VILLAGE and the ENGINEER. The Agreement shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
14. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in the performance of these services under the Agreement (the "Services") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
15. The ENGINEER assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Services, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Services in the VILLAGE's name. The ENGINEER shall give the VILLAGE or any person

designated by the VILLAGE all assistance reasonably necessary to perfect its rights under the Agreement and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the completed Services, with the condition that the VILLAGE shall not have the right to use such plans or specifications on any other project or for extensions of this Project without the express written consent of the ENGINEER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Engineer shall maintain all rights to reuse standard details and other design features on other projects. The VILLAGE agrees the ownership rights it acquires in such plans and specifications will not be transferred to any other person or party. The ENGINEER shall not use the Services for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Services or other termination of the Agreement, the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to the Agreement.

16. Subject to the terms of Number 15 above, the drawings, specifications, reports, and any other Project documents prepared by the ENGINEER in connection with any or all of the Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all Project documents and drawings for its files. Furthermore, it is understood and agreed that the Project documents such as, but not limited to, reports, calculations, drawings and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project. Any reuse of Project documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and the ENGINEER is not responsible for accuracy, completeness nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for Project construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.
17. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE, except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by the ENGINEER under the Agreement, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under the Agreement which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

18. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE's request at any time.
19. The ENGINEER's opinions of probable Project construction cost (if provided herein) are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
20. The VILLAGE, for and in consideration of the rendering of the Services enumerated herein, shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
21. The Agreement may be terminated by the ENGINEER by resignation from the office of VILLAGE Engineer, upon thirty (30) days' written notice to the VILLAGE, should the VILLAGE fail substantially to perform in accordance with the terms of the Agreement through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
22. The ENGINEER is an independent contractor in the performance all Services provided for under the Agreement, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the employee or the agent of the VILLAGE. Nothing contained in the Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or the ENGINEER.
23. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:

Village of Western Springs
740 West Hillgrove Avenue
Western Springs, Illinois 60558
Attn: Ellen Baer, Village Manager

- b. If to the ENGINEER:
Current Business Address and Contact Information
Directed to the President or Project Engineer of the Engineering Firm
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever the Agreement requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
- 24. The Agreement represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. The Agreement may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
 - 25. The terms of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
 - 26. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
 - 27. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
 - 28. The Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of the Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

- 1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
 - b. Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
 - c. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
 - d. In compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
 - e. In compliance with equal employment opportunities and, during the performance of the Agreement, the ENGINEER shall:
 - (1) 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.

- (2) 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.
 - (3) 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.
 - (4) 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 ENGINEER'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 ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER 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.
 - (5) 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.
 - (6) 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.
 - (7) 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.
- f. In compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. 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 ENGINEER 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.
- h. In compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:

- (i) abide by the terms of the statement; and
 - (ii) 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.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) above to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under subparagraph B.1.h.(1)(c)(ii) above from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) 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.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and the ENGINEER is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the VILLAGE. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the VILLAGE on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.
- k. Patriot Act Compliance. Neither the ENGINEER nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the ENGINEER and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- l. Compliance with Laws. The ENGINEER, and its owners, officers, agents, employees, subconsultants and subcontractors, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003,

along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Western Springs. In the event that the ENGINEER, or its owners, officers, agents, employees, subconsultants and subcontractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by the Agreement, then the ENGINEER shall indemnify and hold the VILLAGE harmless, and pay all amounts determined to be due from the VILLAGE for such non-compliance by the ENGINEER, including, but not limited to, fines, costs, attorneys' fees and penalties.

- m. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the ENGINEER agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
 - n. No Collusion. The ENGINEER represents that the only persons, firms or corporations interested in the Agreement as principals are those disclosed to the VILLAGE prior to the execution of the Agreement, and that the Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the ENGINEER has, in procuring the Agreement, colluded with any other person, firm or corporation, then the ENGINEER shall be liable to the VILLAGE for any loss or damage that the VILLAGE may suffer, and the Agreement shall, at VILLAGE'S option, be null and void.
 - o. Conflict of Interest. The ENGINEER represents and certifies that, to the best of its knowledge: (1) no VILLAGE employee or agent is interested in the business of the ENGINEER or the Agreement; (2) as of the date of the Agreement, neither the ENGINEER nor any person employed or associated with the ENGINEER has any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement; and (3) neither the ENGINEER nor any person employed by or associated with the ENGINEER shall at any time during the term of the Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under the Agreement.
 - p. Compliance with Laws, Grant Regulations. All Services must be provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules and regulations. The ENGINEER also must comply with applicable conditions of any federal, state or local grant received by the VILLAGE with respect to the Agreement. The ENGINEER will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the ENGINEER's improper performance of, or failure to properly perform, any Services.
2. The Parties to the Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of the Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers,

corporate authorities, employees and agents further certify by signing the Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) Non-Discrimination. Each Party and its officers, corporate authorities, 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. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party 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. Each Party 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)
- (3) Illinois Freedom of Information Act. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the VILLAGE. The ENGINEER shall cooperate with the VILLAGE: (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the VILLAGE to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). To facilitate a response by the VILLAGE to any FOIA request, the ENGINEER agrees to provide all requested public records within five (5) business days of a request being made by the VILLAGE. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the ENGINEER's actual or alleged violation of the FOIA or the ENGINEER's failure to furnish all public records as requested by the VILLAGE. Furthermore, should the ENGINEER request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the ENGINEER agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The ENGINEER agrees to defend, indemnify and hold harmless the VILLAGE and Village Affiliates and agrees to pay all costs incurred by the VILLAGE connected therewith (such as reasonable

attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the ENGINEER's request to utilize a lawful exemption.

3. Means, Methods and Safety. The ENGINEER will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the Project, unless one or more of those tasks or activities are specifically agreed to by the VILLAGE and the ENGINEER in the Agreement or an addendum to the Agreement.

Dated: May, 2026



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.I.

To: Board of Trustees

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager

RE: [Previously discussed] Purchase of a Case 721 G End Loader from McCann Industries of Addison, IL — Sourcewell Cooperative Purchasing Contract # 011723-CNH and Bid Waiver (Omnibus Item)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on April 14, 2026 and the Village Board reviewed this item on April 27, 2026, and recommended the approval of a purchase of a Case 721 G End Loader from McCann Industries of Bolingbrook, IL utilizing the Sourcewell Cooperative Purchasing Contract # 011723-CNH in an amount not to exceed \$225,261.

Summary

The Municipal Services Department is requesting approval to purchase one Case 721G Wheel Loader utilizing the Sourcewell cooperative purchasing contract 011723-CNH. Procuring through Sourcewell ensures full compliance with competitive bidding requirements while leveraging nationally bid pricing that provides meaningful cost savings for the Village. The loader will replace a 2012 Case 821F End Loader.

The Sourcewell government pricing contract provides for a 29% discount on the base list price for the end loader purchase. Based on the attached vendor quotation of Sourcewell contract pricing, the total purchase price for the Case 721G Wheel Loader is \$225,261.00 with \$50,000 credit towards the trade in of our existing vehicle. The Village budgeted \$222,000 for the purchase of the end loader for this year.

This pricing reflects the contract-approved discount structure and includes all specified equipment, options, and delivery. The loader will support year-round operations including roadway maintenance, storm response, material handling, and snow and leaf removal, ensuring the department can continue providing efficient and reliable service to the community.

If approved, the order will be placed through McCann Industries, the authorized dealer in accordance with Sourcewell contract terms.

Financial Impact

Account 4104310 60030
Fund Capital
2026 Budget \$74,000

Account 4303510 62030
Fund Water
2026 Budget \$74,000

Account 4401515 62030
Fund Sewer
2026 Budget \$74,000

**2026 Total Budgeted
\$222,000**

Project Cost 225,261.00

Recommended Motion

I move to approve the purchase of a Case 721 G End Loader from McCann Industries of Bolingbrook, IL utilizing the Sourcewell Cooperative Purchasing Contract # 011723-CNH in an amount not to exceed \$225,261.

Strategic Plan Alignment

- Public Safety and Community Engagement
- Infrastructure Improvements

File Attachments

1. 03312026_Case 721 GWheel Loader List Price Sourcewel
2. DetailReportAsset - 13-0027 - Case 821F
3. Sourcewell Product & Pricing Matrix_3_19_26
4. CNH Contract 011723
5. Resolution No. 26-_____ re Waiving the Competitive Bid Process and Approvin(2123777.1)

CORPORATE OFFICE

McCann Industries, Inc.
543 South Rohlwing Road
Addison, IL 60101
(630) 627-0000

BRANCH LOCATIONS

Addison, IL

543 S. Rohlwing Road
Addison, IL 60101
Phone: (630) 627-0000

Bolingbrook, IL

250 E. Frontage Road
Bolingbrook, IL 60440
Phone: (630) 739-7770

Chicago, IL

2350 S. Laflin Street
Chicago, IL 60608
Phone: (312) 942-9200

Crestwood, IL

4701 West 137th Street
Crestwood, IL 60418
Phone: (708) 597-3110

McHenry, IL

4102 W. Crystal Lake Road
McHenry, IL 60050
Phone: (815) 385-0420

Wauconda, IL

1360 N. Rand Road
Wauconda, IL 60084
Phone: (847) 526-9444

Mishawaka, IN

14077 Esther Avenue
Mishawaka, IN 46545
Phone: (574) 406-6800

Schererville, IN

1133 Indianapolis Boulevard
Schererville, IN 46375
Phone: (219) 865-6545

Dorr, MI

3260 142nd Avenue
Dorr, MI 49323
Phone: (616) 371-7250

3/31/2026

Village of Western Springs

Lou,

I appreciate the opportunity to provide the following quote regarding (1) New 2026 Case 721G Wheel Loader with the following options:

Case 721G

Z-Bar TS T4F

4 Speed Transmission

Limited Slip Differentials

Cooling System w/ Reversing Fan

Enhanced Cab Comfort

Heated Air Seat

Hydraulic Steering

Joystick w/ 1 AUX Function

20.5 x 25 Tires

JRB Style coupler

Cold Weather Package

Standard Fender w/ LH and RH Steps

Enhanced Visibility

Right & Left Mirrors

2 LED Headlights

4 Front, 2 Rear LED Work Lights

Ride Control

AM / FM Bluetooth Radio

3.5 cu.yd Rockland loader Bkt w/

BOCE

Pro Care Coverage Included

3 Year 3000 Hour Full Machine Warranty

3 Year / 2000 Hour Scheduled Services

3 Year Telematics Subscription

**Fork Carriage Assembly Additional
\$9650.00**

Sincerely,

Ken Schmidt, Account Manager – McCann Industries

Heavy Equipment Sales

Cell: (630)-878-8396

Email: kschmidt@mccannonline.com



Case 721 G Wheel Loader

List Price \$324,197.00

**Sourcewell Discount 29% -
(\$94,017.13)**

Machine Price - \$230,606.00

Freight - \$6,250.00

Pre Delivery - \$3,500.00

Tariff - \$14,005.00

Bucket and Coupler \$19,900.00

**Trucking to Western Springs -
\$1,000.00**

**New 721 G Delivered Price -
Less Trade Value of (\$50,000.00) for
Case 821 F**

Machine Price w Trade - \$225,261.00

CASE
CONSTRUCTION

General Information

Name: Public Works - Vehicle 27
Asset #: 13-0027
Make: Case
Model: 821F
Serial #: NCF215708

Photo:



Purchase Information

Purchase Date: 01/09/2013
Purchase Price: 134900.00
Purchase Invoice #:

Supplier:
Category: Vehicle-Endloader

Est. Replace Date:
Expected Life: 10

Replacement Cost \$: 225000.00
Salvage Value:

Vehicle Detail

Asset Status: Available
Current Condition: Fair

Assessment Note:



Sourcewell – Construction Equipment Contract

Contract Number: 011723 – CNH

Contract Period: 04/01/2023 – 04/14/2027

Pricing Revised: 3/19/2026

Eligible Customers: **All Sourcewell & Canoe members in United States & Canada**

Members Include: Government
Education (K-12 and higher)
Non-profit agencies
States that have adopted the contract (see below)

States that have Adopted Sourcewell as their term contract:

Nevada: 99SWC-NV24-2072

New York: PC69383

Arkansas: 4600054250

Washington: 19622

Member list: [Sourcewell Member ID Lookup: Search by Name & Location | Sourcewell](#)

Contract details: [Case Construction: Contract 011723-CNH | Sourcewell](#)

Need to Join? (USA): [Become a Sourcewell Participating Agency - Apply Online | Sourcewell](#)

Need to Join? (CA): [Members - Canoe Procurement Group of Canada](#)

CONTRACT DETAILS	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts are not allowed with wholesale discount.
Multiple Unit Discount	Not applicable
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Rental or Lease	Contact your local Case CE dealer for lease options
Payment	Contact your local Case CE dealer for payment options.
Surcharge	Orders may be subjected to a surcharge that will be communicated as a separate line item on the quote.



See www.casece.com for product information SOURCEWELL/ CANOE PRICE LIST DISCOUNTS--
Contract 011723 Valid until 04/14/2027

Pricing Revised 3/19/26

FOR USA & Canadian MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE
TRACTOR LOADER		
570N	Current Pricing	21%
TRACTOR LOADER BACKHOE		
575N EP	Current Pricing	27%
580SN	Current Pricing	28%
580SN WT	Current Pricing	28%
580SV	Current Pricing	28%
590SN	Current Pricing	28%
695SV	Current Pricing	28%
580EV	Current Pricing	30%
FORKLIFT		
586H	Current Pricing	20%
588H	Current Pricing	20%
CRAWLER DOZER		
650M	Current Pricing	21%
750M	Current Pricing	27%
850M	Current Pricing	27%
1150M	Current Pricing	27%
1650M	Current Pricing	27%
2050M	Current Pricing	23%
COMPACT DOZER LOADER		
DL550	Current Pricing	18%
COMPACT WHEEL LOADER		
21F	Current Pricing	18%
121F	Current Pricing	21%
221G	Current Pricing	21%
321G	Current Pricing	21%
421G	Current Pricing	21%
CL36EV	Current Pricing	21%
WHEEL LOADER		
521G	Current Pricing	28%
621G	Current Pricing	29%
651G	Current Pricing	29%
721G	Current Pricing	29%
821G	Current Pricing	29%
921G	Current Pricing	29%
1021G	Current Pricing	23%
1121G	Current Pricing	23%

Pricing does not include freight, delivery, pdi or tariff charges

Freight FOB North America plant or import distribution location

CASE CE dealer can add delivery freight and PDI costs

Dealer quotes should only be valid 30 days to remain price protected



See www.casece.com for product information SOURCEWELL/ CANOE PRICE LIST
DISCOUNTS--Contract 011723 Valid until 04/14/2027

Pricing Revised 3/19/26

FOR USA & Canadian MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE
COMPACT TRACK LOADER		
TR270B	Current Pricing	22%
TR310B	Current Pricing	18%
TR340B	Current Pricing	18%
TV370B	Current Pricing	18%
TV450B	Current Pricing	18%
TV620B	Current Pricing	18%
COMPACT EXCAVATOR		
CX15EV	Current Pricing	17%
CX25EV	Current Pricing	17%
CX12D	Current Pricing	17%
CX19D	Current Pricing	17%
CX30D	Current Pricing	17%
CX34D	Current Pricing	17%
CX38D	Current Pricing	17%
CX42D	Current Pricing	17%
CX50D	Current Pricing	17%
EXCAVATOR		
CX70E	Current Pricing	18%
CX85E	Current Pricing	18%
CX90E	Current Pricing	18%
CX140E	Current Pricing	18%
CX145E	Current Pricing	18%
CX170E	Current Pricing	18%
CX220E	Current Pricing	18%
CX245D	Current Pricing	18%
CX260E	Current Pricing	18%
CX290D	Current Pricing	18%
CX300E	Current Pricing	18%
CX365E	Current Pricing	18%
CX380E	Current Pricing	18%
CX490D	Current Pricing	18%
CX500D	Current Pricing	18%
CX750D	Current Pricing	18%
SKID STEER LOADER		
SR160	Current Pricing	16%
SR175B	Current Pricing	18%
SV185B	Current Pricing	18%
SR210B	Current Pricing	18%
SR240B	Current Pricing	18%
SR270B	Current Pricing	18%
SV280B	Current Pricing	19%
SV340B	Current Pricing	22%

Pricing does not include freight, delivery, pdi or tariff charges
Freight FOB North America plant or import distribution location
CASE CE dealer can add delivery freight and PDI costs
Dealer quotes should only be valid 30 days to remain price protected



See www.casece.com for product information SOURCEWELL/ CANOE PRICE LIST DISCOUNTS--
Contract 011723 Valid until 04/14/2027

Pricing Revised 3/19/26

FOR USA & Canadian MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE
MOTOR GRADER		
836C 4WD / AWD	Current Pricing	21%
856C 4WD / AWD	Current Pricing	21%
836D 4WD / AWD	Current Pricing	21%
856D 4WD / AWD	Current Pricing	21%
COMPACTION		
DV23	Current Pricing	17%
DV26	Current Pricing	17%
DV36	Current Pricing	17%
DV45	Current Pricing	17%
DV209	Current Pricing	17%
DV210	Current Pricing	17%
SV207	Current Pricing	17%
SV211	Current Pricing	17%
SV213	Current Pricing	17%
SV215	Current Pricing	17%
SV217	Current Pricing	17%
PT240D	Current Pricing	17%
Mini Track Loaders (MTL)		
TL100	Current Pricing	21%
TL100EV	Current Pricing	21%
Small Articulated Loaders (SAL)		
SL12	Current Pricing	22%
SL12TR	Current Pricing	22%
SL15	Current Pricing	22%
SL22EV	Current Pricing	22%
SL23	Current Pricing	22%
SL27	Current Pricing	22%
SL27TR	Current Pricing	22%
SL35TR	Current Pricing	22%
SL50TR	Current Pricing	22%
Wheeled Excavators (WHEX)		
WX140	Current Pricing	25%
WX155	Current Pricing	25%
WX160	Current Pricing	25%
WX175	Current Pricing	25%
WX210	Current Pricing	25%
Parts		
CNH Parts	Current Pricing	LIST PRICE

Pricing does not include freight, delivery, pdi or tariff charges
Freight FOB North America plant or import distribution location
CASE CE dealer can add delivery freight and PDI costs
Dealer quotes should only be valid 30 days to remain price protected

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CNH Industrial America LLC, 700 State Street, Racine, WI 53404 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

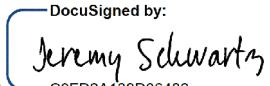
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

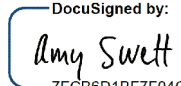
Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/4/2023 | 2:29 PM CDT

CNH Industrial America LLC

DocuSigned by:

By: 7FCB6D1BF7F04C0...
Amy Swett
Title: Government & Fleet Sales Account
Manager-New Holland CE brand

Date: 4/4/2023 | 2:31 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 4/4/2023 | 2:39 PM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: CNH Industrial America LLC
Address: 700 State Street
Racine, WI 53404
Contact: Clint Jenkins
Email: Clinton.jenkins@caseih.com
Phone: 937-218-1701
Fax: 877-764-1369
HST#: 760433811

Submission Details

Created On: Wednesday November 16, 2022 13:07:37
Submitted On: Tuesday January 17, 2023 12:55:10
Submitted By: Amy Swett
Email: amy.swett@newholland.com
Transaction #: a0423bfd-2f16-47ee-b66d-446ac499cd78
Submitter's IP Address: 159.61.192.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CNH Industrial America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CNH America LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CNH Industrial America LLC does not have any assumed names or DBA.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	10988	*
5	Proposer Physical Address:	700 State Street Racine, Wisconsin 53402	*
6	Proposer website address (or addresses):	https://www.cnhindustrial.com https://www.casece.com https://construction.newholland.com www.newholland.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Simpson Government Affairs 6021 State Street Racine, WI 53142 262-631-0881 tony.simpson@cnhind.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The origins of Case date to 1842, when Jerome Increase Case (born in 1819) created Racine Threshing Machine Works in Racine, Wisconsin. The company produced its first portable steam engine in 1876, which is now on display at the Smithsonian Institution. In 1957 Case made the 320 Construction King backhoe loader. Since 1969 Case has manufactured skid steers, starting in Burlington, Iowa and later moving production to Wichita. The company evolved into the Case Corporation, which merged with New Holland in 1999 to become CNH Global which in 2011 became CNH Industrial.	

2005: Case made its 500,000th backhoe loader and in 2010 made its 250,000th skid steer loader.

2016: Case released the new G-Series wheel loader lineup consisting of seven new models from 521G thru 1121G.

2017: In its 175th year in business, Case announced its facility in Wichita produced its 300,000th skid-steer loader.

2017: At Conexpo-Con/Agg 2017 Case released the CX750D excavator.

As of May 2017, Case “sells a full line of construction equipment around the world, including the number one loader/backhoes, excavators, motor graders, wheel loaders, vibratory compaction rollers, crawler dozers, skid steers, compact track loaders and rough-terrain forklifts.

New Holland Construction was founded in 1895 in New Holland, Pennsylvania; in 1966 New Holland's first backhoe loader was introduced; in 2005 New Holland Construction Brand was created with a global full-line product offering of Skid steer loaders, compact track loaders, tractor loader backhoes, tractor loaders, wheel loaders and excavators. Since 1999, New Holland is a brand of CNH, which was demerged from Fiat Group to Fiat Industrial at the start of 2011.

2007 New Holland made 200,000 Skid Steer loaders and celebrated 35 years of designing and building its highly successful skid steer loader. They are the preferred choice of landscapers around the world and #1 in lift and carry compact machines.

2008 New Holland's “green” engine. New Holland launched the E215B crawler excavator, which mounts a brand-new engine which dramatically reduces emissions well below the levels required by regulations.

New Holland equipment is built all around the world; the headquarters is in Turin, Italy and with ten plants and ten research and development centers spread globally, more than 800 dealers and 2,100 outlets. It is present in 100 countries worldwide.

New Holland produces thirteen product families, five in the heavy range and eight in the light range; products include dozers, mini excavators, graders, wheel loaders, crawler excavators, backhoe loaders, skid steer loaders.

Productivity, safety, and environmental responsibility are the cornerstones of New Holland's offering built around our customers. We are a key player in the global construction equipment industry born of the rich heritage of brands that made the history of this sector.

In partnership with our worldwide network of dealers, we deliver products and services that meet our customers' requirements for productivity, safety, environmental performance, and fuel and cost efficiency. We know our customers' business and we provide them with a full line of innovative products and services designed for the specific applications of their industry.

CNH Industrial is committed to delivering the highest ethical standards and supporting its dealers and customers through a diverse and inclusive workforce, industry-leading technology, exceptional safety and quality, and unmatched innovation.

At CNH Industrial, we pride ourselves on delivering the best. That means strengthening our product portfolio with dedicated financing, tools and components and selecting the best partners to support us in delivering value to our customers.

We are proud of the work we do at CNH Industrial, where a focus on innovation has helped us to maintain our competitive edge and our position of global leadership.

In 2014 we have a new licensing agreement with Sumitomo Construction Machinery to manufacture Sumitomo designed crawler excavators from 13 to 35 tons. In 2016 we entered an exclusive mini-excavator alliance with Hyundai Heavy Industries.

The full integration of environmental and social considerations with economic objectives enables the Group to identify potential risks and seize additional development opportunities, resulting in a process of continuous, and sustainable, improvement that creates value over the long-term. We recognize the real importance of promoting a circular product life cycle in which resources are used fully and for as long as possible, and products and materials are recovered and regenerated at the end of their service life. For this reason, the Company offers a range of products able to run on fuels derived from renewable sources and is committed to adopting sustainability criteria from the design stage to develop more environmentally friendly products. To maximize product life, CNH Industrial also offers

its customers a range of remanufactured spare parts, in line with its circular economy approach. In manufacturing processes, emphasis is given to improvements that increase waste recovery and reuse.

Living and working in cooperation with the surrounding area, and collaborating on projects that benefit the community, contribute to enhancing the satisfaction of employees (who often live close to plants) and their sense of belonging to the Company, while bringing economic advantages to both the Company and the community. Projects are measured in three fundamental areas. These areas are: Improving food availability, combating climate change & reducing environmental impact and supporting youth training.

A key priority at CNH Industrial is to improve food availability. In the USA, CNH Industrial supports the FFA (formerly known as Future Farmers of America), an association active in farming education since 1928. In 2018, to further its commitment, the Company chartered its own FFA Alumni and Supporters Chapter¹, through which employees can engage with students pursuing agriculture degrees and with members of other FFA Chapters nationwide. In 2021, the Company continued to be heavily involved with the FFA. Case IH, New Holland Agriculture, and CNH Industrial Capital continued their Silver Sponsorship of the National FFA Foundation, including its national convention with over 60,000 attendees. Furthermore, employees continued to engage with FFA students at professional development events, and again raised funds towards the purchase of approximately 70 FFA uniforms for students in need.

CNH Industrial also continued its We Care We Share outreach program, holding an educational event at the Thai Sa Kao College of Agriculture and Technology aimed at raising agricultural technology standards in the country while creating a new generation of agricultural experts.

In 2021, given the ongoing pandemic, CNH Industrial continued to support more vulnerable sections of society, including through food where needed. Located near the Company's sites in Racine (USA), the Hunger Task Force Farm yields over 226,000 kilos of fresh produce each harvest season to feed the hungry and create a reliable source of healthy food for its network of food banks. In 2017, the farm added a New Holland Agriculture tractor (donated by CNH Industrial Capital) to its operation. In 2021, the Company made a cash donation to the organization to purchase Thanksgiving turkeys for community members in need, while employees provided additional support by volunteering on the farm.

A key priority at CNH Industrial is to combat climate change, whose negative impact on ecosystems affects the quality of life for people in local communities and consumer choices. The Company has initiated several projects to tackle this global issue, which are also aligned with SDG 13 'Climate Action'. These projects are increasingly focusing on reducing the environmental impact of Company plants, including on local communities, and on helping protect the latter against the effects of climate change such as desertification, water scarcity, and the loss of biodiversity. Other initiatives are in place to promote responsible behavior to minimize environmental impact. Participation in the projects associated with this key priority allows CNH Industrial's brands to enhance their profile and increase their visibility among potential customers and strengthens Company employees' sense of belonging.

At CNH Industrial, a key priority is to engage local communities. To this end, and in line with stakeholders' expectations, the Company prioritizes initiatives that support local community development, especially youth training. In addition to the awards and scholarships given to employees' children, the Company works hard to promote young people's education by collaborating with private and public institutions and other stakeholders. Projects are also aligned with SDG 10 'Reduce inequality within and among countries', as they promote training in Emerging Markets with the aim of developing qualified potential recruits for the Company's sales and service networks.

TechPro2, a joint project with schools run by the Don Bosco Salesian Society, aims at training mechatronics specialists to meet a growing demand for skilled personnel, thus offering young people greater employment opportunities – especially within the Company's sales and service network. Training includes theory and hands-on learning at Salesian centers, followed by targeted internships in the field. The goal of TechPro2 is two-fold: on the one hand, to ensure students have a future vocation; on the other, to enhance the quality of specialized technical assistance for the brands' products while meeting the demand for qualified technicians at authorized dealers and workshops. The Company provides expertise by training the teachers, who pass on the knowledge to the classroom students. It also offers financial aid, tools, and essential parts (such as complementary vehicles, engines, drives, and diagnostic tools) for classroom training and practice.

CNH Industrial believes that operating in a socially responsible and ethical manner,

		and in compliance with the laws of the countries in which it operates, is crucial to its long-term success. The Company's Code of Conduct summarizes its policies on various compliance and ethics issues (such as conflicts of interest, corruption, competition, and health and safety). Such policies reflect, among other things, the Company's commitment to adopting fair employment practices, ensuring safety in the workplace, supporting, and fostering environmental awareness, and respecting the communities in which it operates, in compliance with applicable laws. The Company is also committed to the creation of long-term sustainable value for all its stakeholders and is firmly convinced that respect for fundamental human rights and for basic working conditions is a prerequisite to achieving this. The Board of Directors is responsible for creating a culture that fosters such long-term value creation – a task that requires compliance with all applicable laws. To this end, and to clarify and make explicit the Company's values and expectations, the Board has adopted both a Code of Conduct and a Supplier Code of Conduct. Our vast network of CNHi dealers will provide local product technical support at the dealership or out on the road to the members along with providing the start-up and operations training compliant with OSHA regulations, which the members need to get to receive the max. performance and efficiencies out of their products. The customers can also purchase OEM parts from our dealer network to support the members and to ensure their equipment obtains the max. amount of run time. Our financial services to the members include leasing options and extended warranties which are handled directly at the dealership. Members who are on a budget can rent or demo equipment from the dealership. The equipment will be a unit that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty (if the unit has over 250 hrs). The customer will receive the member list discount and demo/lease adjustment based on rent for sale program rates less any service or clean up fees dealer would have incurred.	
11	What are your company's expectations in the event of an award?	When CNH Industrial is awarded the Sourcwell contract, we expect to continue to achieve an overall sales growth of over 10%. Throughout the pandemic and component parts not reaching our plants in a timely manner, we still saw growth in our Sourcwell contract. We plan to continue this growth cycle in 2023. CNH Industrial announce a culture transformation where everyone's voice will be heard. We have five new beliefs Customer first, grow together, one team, make it simple, be the best. This is exactly what we are planning to do with this contract. We want our customers to walk into our dealerships and be heard. Get the product they want and make it an effortless process with Sourcwell. We will continue to partner with Government Solutions Team (GST) where we have done more training in 2022 and plan to continue to follow that process in 2023. Their training includes web training, ride-a-longs to help educate the sales teams and the customers in addition to training new or re-train dealers within their first 60 days. Additional emphasis will go to getting our dealers to attend GTKU's and universities to round out their knowledge of the contract and how to use it to drive the contract's need. We are also going to target and engage with the government entities to get our Sourcwell contract adopted versus these entities having their own contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	CNH Industrial reported strong full year performance in 2021, its final year of operations as a combined Off- and On-Highway entity. We delivered consolidated revenues of \$33.5 billion, up 29% from the previous year. Both our adjusted EBIT from our Industrial Activities at \$2,086 million(1) and our full year Net Income at \$1.8 billion (which translates to \$1.28 in earnings per share) were the highest in our Company's history. Market driven volume and disciplined pricing were key drivers of our record earnings, alongside the team's successful execution, which they achieved while often managing very challenging supply chain and logistics issues. We also recorded another very strong year for positive free cash flow of Industrial Activities(1), at over \$1.8 billion as our operational execution improved. For additional information see our Annual Financial Report 2021	*
13	What is your US market share for the solutions that you are proposing?	Model Year 2021 CNH Industrial market share 9.5% Case Construction 7.9% New Holland Construction 1.6%	*
14	What is your Canadian market share for the solutions that you are proposing?	Model Year 2021 CNH Industrial market share 12.6% Case Construction 12.1% New Holland Construction .5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CNH Industrial is the manufacturer of the equipment offered in this proposal. Our sales and service force is provided through our network of 1107 North American dealers. Our dealerships are independently owned and operated so they are positioned to provide sales and post support for our customers. Through the post-sale support our dealers offer parts and service. CNH Industrial imposes strict contract regulations and standards (Pinnacle), to hold dealers accountable for all interactions a customer has. This would include sales, service, parts, marketing, and operations.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CNH Industrial adopts the World Class Manufacturing (WCM) management system, a program for innovation based on continuous improvement, developed to eliminate all types of waste and loss through the rigorous application of specific methods and standards (see page 165). Given the customers' demand for ever-higher quality and the level of excellence required by the WCM, the focus is on the quality of every aspect of the manufacturing process, which has led plants to also adopt a quality management system compliant with ISO 9001. As of December 31, 2021, 57 CNH Industrial plants were ISO 9001 certified, collectively accounting for 98% of revenues from sales of products manufactured at the Company's plants¹. To achieve its quality standards, CNH Industrial devised a robust supply chain management process (see page 151) to ensure the procurement of quality components, which are essential to produce vehicles that meet the high standards demanded by customers. CNH INDUSTRIAL completed an initiative, known as Technology Days, gives suppliers a chance to display their innovative products in terms of innovation, technology, and quality, while addressing specific topics and sharing information on recent technological developments. In 2021, the event was as always attended by CNH Industrial employees but held virtually. As of December 31, 2021, 220 supplier plants had adopted the World Class Manufacturing (WCM) program, with no increase compared to 2020 due to pandemic-related restrictions and strategy changes to the WCM supplier program itself. The WCM adoption process entails several activities that take place in two distinct yet equally important phases, and that are meant to provide suppliers with the necessary knowledge to apply the intrinsic concepts of Lean Production. Firstly, various training sessions led by CNH Industrial's WCM program specialists are delivered to suppliers. Secondly, supplier WCM teams are given the opportunity to visit selected CNH Industrial plants to learn about the Company's best practices. Safety is a priority across the Company, as evidenced by the compliance of management systems with the ISO 45001 international standard, as well as with the continuous improvement principles of World Class Manufacturing (WCM) and its specific Safety pillar (see page 165). CNH Industrial's approach to occupational health and safety is based on effective preventive and protective measures, implemented both collectively and individually, aimed at minimizing risk of injury in the workplace. The Company endeavors to ensure optimal working conditions, applying principles of industrial hygiene and ergonomics to managing processes at an organizational and operational level. Additionally, it adopts the highest standards in the countries in which it operates, even where regulatory requirements are less stringent, believing this to be the best way to achieve excellence. In addition, the central Environment, Health, and Safety (EHS) function (which serves as a reference point for sustainability) coordinates and manages health and safety issues as per CNH Industrial's Health and Safety Policy. It periodically verifies performance against targets, proposes new initiatives, and defines health and safety policies. The Company's certification of its occupational health and safety management systems as per the ISO 45001 international standard is voluntary and covers 58 CNH Industrial manufacturing plants worldwide, accounting for 45,521 employees. In 2021, the Company completed its transition to the new ISO 45001:2018 Occupational Health and Safety Management standard, which supersedes the OHSAS 18001:2007 standard. Certifications are awarded by accredited international bodies (in turn continuously and rigorously monitored by other international organizations) that review and certify the high levels of reliability and of operational and procedural standards. In 2021, the occupational health and safety management systems at some non-manufacturing sites were ISO 45001 certified, accounting for 5,684 employees at 12 different sites and locations. In total, 70 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now ISO 45001 compliant – covering 51,205 employees (about 75.9% of the employees within the reporting scope), 5,388

		contractors, and 7,190 agency workers (representing, respectively, 97% and 91% of the relative populations within the reporting scope) – as are all joint venture plants in which CNH Industrial has at least a 51% interest. World Class Manufacturing (WCM) data (see page 165) relates to 51 plants, representing 99% of revenues from sales of products manufactured at CNH Industrial plants⁴. Occupational health and safety data (see page 82) relates to 66,129 employees, or about 98% of the workforce within the reporting scope. There are 58 ISO 45001 certified plants, accounting for 95% of Company plants and representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants⁴. Information on environmental performance (including VOC⁵, water, and waste) and management systems (see pages 167; 170) relates to 54 fully consolidated plants, accounting for 89% of Company plants and representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants⁴. There are 58 ISO 14001 certified plants, accounting for 95% of Company plants, representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants⁴, and relating to 44,682 employees (or about 97% of the workforce at the plants within the reporting scope⁴). Information on energy performance (including CO₂, NO_x, SO_x, and dust emissions) and management systems (see pages 171; 179; 181) relates to 55 fully consolidated plants, accounting for 90% of Company plants and representing 99.7% of revenues from sales of products manufactured at CNH Industrial plants⁴. There are 54 ISO 50001 certified plants, accounting for 89% of Company plants, representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants⁴, and relating to 44,146 employees (or about 95.5% of the workforce at the plants within the reporting scope⁴). Moreover, there are 57 ISO 9001 certified plants, accounting for 93% of Company plants, representing 98% of revenues from sales of products manufactured at CNH Industrial plants⁴, and relating to 44,256 employees (or about 96% of the workforce at the plants within the reporting scope⁴). CNH Industrial also holds its suppliers to a high standard in human resources and sustainability. Please see the attached files for CNH Industrial's Sustainability Plan and Supplier Code of Conduct for more information.	
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CNH Industrial has not been Suspended or debarred	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	CNH Industrial (NYSE: CNH INDUSTRIAL / MI: CNH INDUSTRIAL) received a 2022 Manufacturing Leadership Award for outstanding achievement in the Sustainability Leadership category, which honors manufacturers that are shaping the future of the sector through digital transformation. This is the third consecutive year that the Company has earned recognition from the Manufacturing Leadership Council, which is a division of the National Association of Manufacturers. CNH Industrial's award-winning project, Smart Pretreatment for the Paint Shop, was executed by the manufacturing team at the Case IH and STEYR agricultural production plant in St. Valentin, Austria. The project enhanced operator safety while ensuring optimum paint quality and sustainable use of additives. The T6 Methane Power also won the prestigious Sustainable Tractor of the Year 2022 award at the EIMA International⁴ trade show held in Bologna (Italy), assigned by a jury panel of top European journalists specializing in farm equipment. Other awards include Innovative Iron for our DL550 Compact Dozer loader in 2022, Top 100 in 2022 for DL550 Compact Dozer loader, TV620B CTL, E. Series Excavators. Top 50 award in 2022 for TV620B CTL. This is just to name a few. Please see entire list in attached documents.	*

20	What percentage of your sales are to the governmental sector in the past three years	Case Construction - 2021 –14% 2020 –15% 2019 –20% New Holland Construction - 2021 – 9% 2020 – 10% 2019 – 20%	*
21	What percentage of your sales are to the education sector in the past three years	CNH Industrial Construction brands does not have the capability to pull out the educational percentage, but it is calculated into our sales to the government below.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Holland Construction (CE) Contract Sales Sourcewell CE Contract 2019 \$2,906,112 2020 \$2,125,345 2021 \$3,851,787 Michigan CE contract no sales from 2019-2021 Pennsylvania CE 2019 <\$200,000 2020 <\$300,000 2021 < \$400,000 Ohio CE 2019 \$158,736 2020 \$206,926 2021 \$98,665 Iowa CE 2019 \$59,043 2020 \$104,200 2021 <\$100,000 State of Louisiana 2019 \$330,000 2020 \$0 2021 <\$100,000 State of Georgia 2019 \$0 2020 \$170,000 2021 <\$100,000 NASPO 2019 \$303,000 2020 \$150,000	*

		2021 \$351,000 BuyBoard 2019 \$938,000 2020 \$547,000 2021 \$331,000 HGAC – No Activity Case Construction Contract Sales Sourcewell Case Construction contract 2019 \$24,000,000 2020 \$18,000,000 2021 \$11,000,000 State of Michigan Case CE 2020 \$ 176,027 2021 \$ \$82,070 2022 \$ \$321,663 NASPO Case Construction Contract 2019 \$1,200,000 2020 \$1,600,000 2021 \$2,240,000	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CNH Industrial Construction brands do not hold any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Erie Water Works	Ann Whipple	814-870-8016	*
State Procurement Standards Analyst, OH	Stephanie Klingler	614-387-1130	*
Central Procurement-Enterprise Sourcing – MI	Yvon Dufour	517-249-0455	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *		Dollar Volume Past Three Years *		
na	Government	Indiana - IN	Mowing	YR	QTY	2019	\$ 112,418	*
				2019	1	2020	\$3,064,492	
				2020	21	2021	\$2,083,958	
				2021	11			
na	Government	New York - NY	Mowing	YR	QTY	2019	\$4,405,899	*
				2019	25	2020	\$5,039,273	
				2020	28	2021	\$ 0	
				2021	0			
na	Government	BC - British Columbia	Mowing/snow removal	YR	QTY	2019	\$1,510,557	*
				2019	10	2020	\$ 951,797	
				2020	6	2021	\$1,353,325	
				2021	6			
na	Non-Profit	ON - Ontario	Mowing/snow removal	YR	QTY	2019	\$3,647,150	*
				2019	16	2020	\$ 0	
				2020	0	2021	\$ 137,142	
				2021	1			
na	Government	South Carolina - SC	Mowing	YR	QTY	2019	\$2,391,487	*
				2019	19	2020	\$1,064,046	
				2020	8	2021	\$ 771,893	
				2021	6			

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	CNH Industrial field sales force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Sales Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user. The New Holland Construction Field Sales team is comprised of 5 Region Sales Directors, 44 Territory Business Managers, 5 Business Sales Specialists, 5 Dealer Development Managers, 8 Regional Product Specialists and 40 Technical and Specialty Field Managers. Case Construction is made up of 3 Regional Sales Directors, 21 Field Sales Specialist, 10 Business Managers, 6 Sale Support Managers, and 2 Product & Application Training Specialist. Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel.	*

27	Dealer network or other distribution methods.	Case Construction and New Holland Construction has a dedicated dealer network strategically located across North America, and we are continually looking to see where new locations can be opened. Our dealer locations are fully trained and dedicated to sell and support Case Construction and New Holland Construction products covered in this RFP. Many of the principals, their staff and customers hold positions on their local city, village, township, county boards, school boards and positions within their churches, non-profit camps and Fair Boards and non-profit organizations such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage New Holland construction dealers from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently. Our company supports our dealer network with professional Field Service Managers. Each dealership is staffed with parts and service personnel trained to support the products in their area of responsibility. Our company supports the entire United States, along with Hawaii, Alaska, and Canada. Our dealer service personnel are factory trained as well as have access to "Assist," a technical database that helps technicians quickly diagnosis failures through CNH Industrial technical advisors and fellow dealers. We have further support by the Customer Care contact phone numbers: New Holland Construction 1-888-365-6423 and Case Construction 1-866-542-2736.	*
28	Service force.	Our Field service force is comprised of employees as well as third party employees of our dealer network that covers the US and Canada. All employees must meet annual service training requirements provided on-site by our company, including our service school and online technical training program. Our Field Service force are fully focused on the service of CNH Industrial through our Dealer Networks to the end user. Each one of our independent dealer supports its local customer base with its own sales, product support and service personnel. We value their position as the local support to the members and provide them with the tools, training and support they need so they are a well- rounded team when it comes to the members.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	CNH Industrial ordering process will be handled by our dealer network. The members will go directly to their local dealership when the PO is approved. Their local dealer will then place the order through the eEquipment program which then is sent to the plant and our Order Management department. From there it will be placed into a production schedule. Dealers can monitor the orders from eEquipment to see when the product will be scheduled and when it will be shipping.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service begins with our dedicated dealer network. Each one of our dealerships is fully trained and supported by CNH Industrial so they are committed to immediately addressing all customer needs. Each one of our brand dealerships is supported by the Corporate Customer Service team, "Assist" and factory training. CNH Industrial interacts with and assists its customers to give them an experience that meets their expectations. The Company's Customer Care departments specialize in developing, managing, and promoting customer service solutions, fostering long-lasting relationships, and satisfying customer needs and expectations. Customers may request information or report an issue via the brands' websites, toll-free numbers, smartphone applications, or via email – 24 hours a day, 7 days a week. Customer Care staff manage the entire process, from initial customer contact to final feedback to the customer, ensuring resolutions in the timeliest manner. New Holland Construction's incentive program is the Dealer Standards Program. CASE Construction Equipment's incentive program is the Partnership Program. These programs are designed to assess dealers and reward best-in-class performance across a wide range of operational and performance criteria. Case Construction provides the Tomahawk Customer Center which has been serving its customers for more than 60 years. Sitting on more than 500 acres in Wisconsin's Northwoods, the CASE Tomahawk Customer Center is a premier year-round demonstration facility and business retreat. Enjoy a fully interactive experience with personalized training, state-of-the-art product demonstrations, hands-on equipment operation, and a healthy dose of our trademark hospitality. Like our company and our dealers, our Tomahawk staff is here to provide you with expert guidance and education to help you make informed operating and maintenance decisions	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CNH Industrial has been selling and servicing members in the United States through our Sourcewell contract for 12 years. We offer a full array of Construction products and services through our network of local dealers.	*

32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	CNH Industrial has been selling and servicing members in Canada through our Sourcwell contract for 12 years. Our company offers a price book series in Canadian dollars. We also offer a full array of Construction products and services through our network of local dealers. Our financing and leasing teams live in Canada. This ensures the members are working within the regulations of the Canadian rules. With the assistance of Sourcwell and Canoe Procurement Group and GST, we are expanding our marketing and training efforts and dealer presence throughout Canada. There is a scheduled webinar with Canoe Procurement Group in March 2023.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CNH Industrial will be serving all locations of the United States and Canada.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CNH Industrial will be serving all Sourcwell and CANOE Procurement Group of Canada members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CNH Industrial will service all of Hawaii, Alaska, US, and Canada in all market segments. Shipping and delivery expense calculation method will be used for offshore transactions, Alaska, and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will promote Sourcwell to our sales team and government dealers of over 1,000 to our customers. Our sales teams will attend regional training, webinars or in-person training. They will then help to promote and work through a potential sale through the Sourcwell contract with the local dealership. Our dealers will be trained by CNH Industrial government sales manager or their territory business manager. On-insight training, webinars or phone calls can be completed for training. We also have a partnership with Government Solutions Team for New Holland Construction that will also conduct webinars and on-sight training. We want our dealers to have a vast amount of support and success while being trained on the contract. All training is free to the dealers and goes through our Web University for tracking and awarding the teams for their participation. We work with Sourcwell and Canoe Procurement Group to provide marketing materials to the dealers. This material is also used by the dealers for customer visits, shows and other events where our brands and the contract are being promoted. New Holland Construction is also in the process of updating the Buyer's Guide that promotes our products to our government customers. We list our cooperative contracts at the back of the guide. This guide will be distributed to our dealers which in turn will provide to their customers. I have provided a picture of the back page for reference.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CNH Industrial incorporates several uses of technology, digital data, social media, and data to drive market awareness, target prospective sales, train our teams and customers, and perform community outreach. CNH Industrial has a dedicated website for our products and services. New Holland's website allows prospects to build equipment to their specifications, locate dealers and have direct contact information to each government representative. Case Construction website allows prospective customers to locate dealers. Our social media presence spans from Instagram, Facebook, Twitter and LinkedIn. We follow, like and share Sourcwell media along with other industry leaders to promote a full support system to our teams, dealers, and the community. By doing this, it keeps our brands at the top of our prospects' minds. We also utilize data from the Association of Equipment Manufacturers (AEM) on governmental and non-profit sales. The data shows sales activities and high-density sales areas. This also allows us to understand our effectiveness in the marketplace compared to our competitors. We also have a governmental bid service. By investing in this service it allows for an advantage over our competitors and directs opportunities to the Sourcwell contract. This also allows us to see the future requirements of a member so our dealers can reach out and build a relationship with them and offer the Sourcwell as a solution to their bid process. We also conduct training and post videos online to reach a maximum audience and to keep our teams "in the know" as soon as possible. We want to get the information out quickly, so our members have the most current information. New Holland Construction government sales managers along with GST work with our teams daily through these trainings, videos, and emails to help them understand their market and the opportunities that exist.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We expect Sourcewell to promote the contract through social media, digital media, shows and events. Also, to allow members to easily locate our contracts on the landing page on Sourcewell's website and keep the member's list current. Communicating how the contracts are adopted and by whom is another significant role Sourcewell can provide. The H20 conference is an excellent tool where vendors can come together and share lessons learned, wins and best practices. When members contact Sourcewell, we expect them to directly thank them, answer any questions they have, and provide our contract information to the members. We would like our contract manager to follow up with an email or call to us on who called and their contact information and what was needed. This will allow us to continue the sales process by reaching out to them and showing them, we have a team with Sourcewell and CNH Industrial. We will continue to train our Territory Business Managers and dealers at our sectional and regional CNH dealer and sales meetings on this contract. We will continue to educate our dealers through webinars, phone calls and in-person training. When the contract is awarded, we will be sending out a letter with the new matrix to our dealers letting them know of the newly awarded contract. New Holland Construction will also be utilizing the GST team to train our members on the contract. They have a novel approach on touch points with the dealers during training. Our dealers are notified in several diverse ways through mail, email, and phone calls which then leads up to training. The focus does not stop after the training. GST continues to contact them after that process, so we do not lose touch with them. GST provides our dealers with a listing of Sourcewell members located in their area. This contract is particularly important to each one of our brands and is highly expressed to our CNH Industrial employees and dealers. Therefore, we have continued to grow the contract even through the Covid period. We plan to stay the course and continue with our message to our employees and dealers which is, "you should not have to bid for low dollars or a product you do not want, use Sourcewell and get what you deserve."	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not now. Our contract is awarded through our dealer level, and this places too many variables. We have had conversations with NASPO to see if there is a way to work on an industry standard. Some of the states have already started going to the e-procurement system but with our highly configured products, it is difficult to work within their perimeters. We are willing to work with Sourcewell and the team you have put together to produce a process for e-procurement, whether this be through an EDI system or finding a company that has already created a process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We hold product training and customer experience events throughout the year. Any dealer current customer or potential customer can attend these events. At the corporate training facilities or the servicing dealer level, Operator and Maintenance training can be specifically structured for the customer. The servicing dealer provides base machine operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealership.	*

41	Describe any technological advances that your proposed products or services offer.	New Holland Construction has announced the E15X first electric vehicle which has no air or sound pollution. New Holland Construction included an 8" LCD Multifunction Display in the 300 Series Skid Steer Loader and Compact Track Loader products. This brings the operator input and functionality to another level over what we had in the past. Particularly, the addition of a factory fit reverse camera, and improved EZ EH control adjustability. Meet the CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Construction Universal Machine Control allows you to use the precision construction technology you prefer*. It's compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude and intelligence to stake a claim as the industry's most versatile and powerful compact machine. Minotaur demonstrates CASE Construction's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. THE INDUSTRY'S FIRST FULLY ELECTRIC BACKHOE LOADER — THE CASE 580 EV The CASE 580 EV (electric vehicle) delivers backhoe power and performance equivalent to its diesel counterpart while also providing instant torque, lower jobsite noise, lower daily and lifetime operating costs, reduced maintenance demands and absolutely zero emissions. This will be anticipated to launch in 2024. The CASE 580 EV Delivers Ultimate Power and Sustainability - Zero Emissions: Lower your carbon footprint and achieve incentives/greater consideration for new projects with electrified additions to your fleet. - All the Performance: The battery separately powers the drivetrain and hydraulic motors, resulting in hydraulic breakout forces equal to diesel-powered machines and improved performance during simultaneous loader and drivetrain operation. - Long-Lasting Power: The machine's lithium-ion battery provides enough power for the typical 8-hour workday. - Lower Operating Costs: Save as much as 90 percent in annual vehicle, fuel, and maintenance costs. - Classic CASE Performance: The 580 EV retains the precision and efficiency of diesel-powered CASE backhoes with features such as ProControl, which allows for extremely precise boom movement and placement, as well as Comfort Steer, which significantly improves steering while working in tight quarters or in truck loading operations. The CASE CX15 EV (Electric Vehicle) is a 2,900-pound mini excavator powered by a 16-kW electric motor — it features retractable tracks that get machine width down to about 31 inches for going through doors and working in confined spaces. It can also work close to structures and obstacles with a minimum swing radius design. The 21.5 kWh lithium-ion battery is charged either by the 110V/220V on-board charger, or via an external rapid charger that can have the machine charged extremely fast, typically within 90 minutes. Depending on the type of work, unit will provide enough power to work through a full eight-hour workday.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In compliance with its Environmental Policy, CNH Industrial is committed to minimizing the environmental impact of its ICT activities by using energy-efficient products and solutions. Indeed, the Company implemented the Green ICT plan precisely to reduce energy consumption and CO2 emissions. In 2021, approximately 8,200 personal computers and 1,083 technical workstations were replaced with new equipment featuring more efficient power supply units, optimizing the consumption of electricity drawn from the grid. The Company also replaced around 1,100 computer monitors with new units that comply with environmental requirements regarding product energy consumption and efficiency, the use of hazardous substances, recyclability, packaging materials, and low-impact manufacturing methods. Within the scope of Brands4Sustainability3, CNH Industrial supported a project called Capri Circolare - A Sustainable Tourism Model, an in-depth analysis of potential areas of intervention to position the island of Capri at the forefront of environmental sustainability. The goal is to turn Capri into a green destination by developing a model that promotes a circular economy and the implementation of good practices to protect the local region, resources, and biodiversity. In Córdoba (Argentina), IVECO created an Ecological Island where carpenters use recycled materials to make parts that are then used in various plant production and logistics processes. In broad terms, the company applied the 5Rs of waste management (refuse, reduce, reuse, recycle, recover) to enable the reuse of approximately 4,800 kilos of reclaimed wood and around 3,600 kilos of corrugated plastic per year. The Company also contributed to creating policies in support of alternative fuels – and a circular economy – in the agriculture sector, particularly promoting the use of biomethane and Agriculture 4.0 programs through specific initiatives in many countries. As a long-

standing member of the European Automobile Manufacturers' Association (ACEA), while also holding a seat on its board, the Company has actively contributed to the debate on EU (European Union) policies to lower CO2 emissions and achieve net-zero emissions in the future. Moreover, with a seat on the association's Commercial Vehicles Board, IVECO actively contributed to the discussions on how manufacturers can help achieve the EU's 2050 Greenhouse Gas Emissions (GHG) goal, highlighting the role that both liquid and gas renewable fuels can play in the transition towards net-zero CO2 emissions in transport. As regards light-duty vehicles, IVECO is actively involved in the ongoing discussions and advocacy activities regarding the revision of the post-2020 CO2 emission standard for cars and vans.

CNH Industrial is also a member of the Committee for European Construction Equipment (CECE) and of the European Agricultural Machinery Association (CEMA), trade associations for construction equipment and agricultural machinery manufacturers, respectively. Throughout 2021, the Company collaborated with the associations' committees and project teams to bring forward EU legislation on the safety and environmental aspects of off-road machinery. Following the European Green Deal plan presented by the European Commission, CNH Industrial contributed to further discussions within CECE's and CEMA's High-Level Groups on CO2 concerning ways to reduce GHG emissions and decarbonize both the agriculture and construction sectors in Europe.

CNH Industrial is also a board member of the European Association of Internal Combustion Engine Manufacturers (EUROMOT). In 2021, particularly through its brand FPT Industrial, the Company contributed to the association's activities centered on Non-Road Mobile Machinery (NRMM) exhaust emissions, proposing the creation of a new working group within the association focused on alternative powertrains and advanced energy resources. The aim was to further promote alternative and more sustainable powertrain solutions within non-road sectors as well (such as marine applications or mobile equipment) considering the EU's most recent sustainability and climate goals. The Company holds a seat on the board of the Natural & biogas Vehicle Association (NGVA Europe), which advocates and fosters the use of natural gas and biomethane for transport in Europe. In 2021, in collaboration with several other national associations for natural gas, IVECO and FPT Industrial promoted debate in Europe on natural gas strategy (considering the EU's targets for 2030 and beyond) and its advancement in Europe, in line with EU legislation on the development of natural gas infrastructures.

CNH Industrial is member of the board of Hydrogen Europe, representing the hydrogen and fuel cell industry, national associations, and research centers in Europe, and of the Hydrogen Council, a global initiative among leading energy, transport, and industry enterprises that focuses on the contribution and potential of hydrogen in the transport sector while contributing to policymaking and the ongoing debate, working towards the future commercialization of fuel cell vehicles. In this regard, the Company also participates in the European Clean Hydrogen Alliance, an initiative by the European Commission and Hydrogen Europe that brings investors together with governmental, institutional, and industrial partners, aimed at steering and coordinating the ambitious plan to deploy hydrogen technologies by 2030, and at rapidly upscaling clean hydrogen production and use in Europe.

New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector in taking on the double challenge of producing sufficient quality food and safeguarding biodiversity.

The importance of sustainable planning to the Company lies not only in time and cost efficiencies, but also in emissions reduction, resource use, packaging management, and, not least, in their indirect impact on human health and traffic congestion. To coordinate its efforts effectively towards improvements in this area, CNH Industrial published its Green Logistics Principles, available on the Company's website; intended to coordinate the Company's initiatives on promoting sustainable behaviors, they help both corporate functions and suppliers effectively monitor their performance and meet improvement targets.

In North America, the Agriculture and Construction segments continued to engage their logistics partners in the SmartWay transport program. Launched in 2003, the program is sponsored by the Environmental Protection Agency (EPA) to improve efficiency, reduce greenhouse gas, and air pollutant emissions along the transport chain. SmartWay provides its partners with a set of EPA-tested tools that help make informed transportation choices, measure, and report CO2 emissions, and improve supply chain efficiency and environmental performance.

More information can be found on our 2021 Sustainability Report

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Several CNH Industrial plants continued to implement initiatives to reduce packaging waste, according to the 5 Rs11 of waste management (in particular, the Reuse principle). Improvement measures involved several plants, including New Holland (USA), Annonay (France), Zedelgem (Belgium), Córdoba (Argentina), and Curitiba, Piracicaba, and Sorocaba (Brazil), reducing overall packaging waste by more than 1,000 tons and saving approximately \$650,000. As per existing guidelines on packaging-waste compactors, aimed at mitigating the environmental impact and management costs associated with waste, CNH Industrial plants continued to reduce the volume of stored waste, thus requiring less frequent collection and disposal services by third-party providers. For example, the plant in Rorthais (France) installed a cardboard compactor, saving over \$9,200. New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector to take on the double challenge of producing sufficient quality food and safeguarding biodiversity. See all the green initiatives stated on #43. We continue to support conservation efforts with third parties.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CNH Industrial is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises. Monroe Tractor 1001 Lehigh Station Road, Henrietta, NY 14667 – WBE Certified noted on website www.monroetractor.com Yukon Equipment in AK is Native Owned. It was established under the Alaska Native Claims Settlement Act of 1971. https://yukoneq.com/about-us/	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are dedicated to our Clean Energy Leader® strategy, launched in 2006, which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. We recognize today as a global leader in powerful, reliable, and highly efficient equipment that helps our members meet the challenges of modern-day tasks. We have numerous models in several product lines which speak to understanding member needs and proving them with the correct solution. This is accomplished by our strong dealer network and our field teams working together to help our members define their needs. Our dealers are measured on technical, financial and sales performance levels and maintain certifications to back up these performance levels. Our focus is to align with what our members' needs are while controlling costs. We also have our unique demo/rental program available to members under this proposal. A member can use the product in advance and receive additional discounts if they choose to purchase the equipment. This allows the member to make sure they are getting the right product for the job. New Holland Construction partnership with Government Solutions Team (GST) will continue to have an impact on the members through the education and speaking opportunities they are afforded during our meetings and events as well as during events taking place at all levels throughout North America which they are invited to attend. Their vast array of knowledge and experience working with members in this sector compliments our team in the field with getting the Sourcewell contract utilized and talked about. Their ability to speak to the members as a third party has been of great value in successfully helping members understand how to utilize the contract.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	New Holland Construction and Case Construction covers all products, parts and labor. This is defined in our Warranty and Limitation of Liability agreements for both brands. For Case Construction this is defined in the Dealer Operating guide.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Both New Holland Construction and Case Construction have items that are not covered such as: • Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification. • Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids. • Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc. • Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to light bulbs, spark plugs, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories. For other items please see the Warranty and Limitation of Liability agreements for both brands.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case Construction does reimburse on some Heavy Construction products.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Both New Holland Construction and Case Construction dealer network provide technicians for repair and the network covers the entire of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover certain items made by other manufacturers. Certain items are covered by some OEM's such as engines manufactured by Deutz, Kubota, Yanmar, etc. We do not cover warranty for items made by other manufacturers. Coverage detail is provide in the Warranty and Limitation of Liability agreement form which the customer signs at the time of delivery.	*
51	What are your proposed exchange and return programs and policies?	CNH Industrial's responsibilities include, but are not limited to: - Deliver a unit that is free of defects in material and workmanship - Reimburse for costs for repairs that are the result of defects in material and workmanship - Provide warranty payment to dealers per policy in a timely manner - Provide service information to dealers via the Technical Help Desk - Identify product deficiencies and corrective action by Product Improvement Programs - Make determinations of premature wear - Provide operators manuals If for some reason defects/failures arise, CNH Industrial will take corrective action under the warranty policy. Returns/Exchanges are not allowed.	*
52	Describe any service contract options for the items included in your proposal.	We do provide services under ProCare Program for Heavy Construction equipment; where a customer receives Extended Warranty coverage, and it includes planned maintenance for 3 years & SiteWatch subscriptions.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30, after receipt of invoice. Acceptable payment methods would be at the local dealer's discretion, but most would accept cash, ACH, Check and P-Card.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcwell members should contact the local CNH brand construction equipment dealer to see what options are available.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	CNH Industrial will administer a matrix that will be published on our Dealer Portal and/or sent to our dealers notifying them of the contract period, products awarded, and discounts off list price so they can quote equipment to members. The sample matrix will be uploaded for your reference. We provide the dealers with a matrix which provides the Sourcwell member with the product, discount off list and pricing available to them.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Acceptance would be at the local dealer's discretion.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering discounts off the product category. The total purchase price will include a discount off the list with freight, setup, surcharge, and any other extra costs associated with the final sale on separate line items. CNH Industrial Discounts off List price: Skid Steer Loaders 35% Compact Track Loaders 32% New Holland Tractor Loader Backhoe 35% Case CE Tractor Loader Backhoe 37% Tractor Loader 32% Compact Wheel Loader 32% Crawler Excavator 32% Rough Terrain Forklifts 32% Compact Dozer Loader 32% Crawler Dozer 37% Heavy Wheel Loader 37% Heavy Excavator 32% Motor Grader 32% Compaction 32%	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CNH Industrial discounts are off list price ranging from 32% to 37%.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	CNH Industrial does not offer any additional discounts currently. Our local dealers are authorized at their discretion to provide additional discounts.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The proposed pricing for sourced equipment or services will be "open market." CNH Industrial will provide a quote for each request. Dealers may provide additional discounts at their discretion on the unit in question.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional cost that maybe associated with each transaction that dealers may include: -Set-up/pre delivery inspection -Surcharges if applicable -additional manuals -freight -training	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, both from manufacturing facilities, distribution points, or transfers from other dealers' inventory will be added as a separate line item. This cost is FOB, but CNH Industrial often subsidizes it to remain competitive in the marketplace.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expenses calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do offer the option for equipment to be coded "will call." This allows the customer to pick up the equipment from the manufacturing/distribution points. This can lower the cost of the transaction.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to upload documents when they purchase equipment. They will upload the customer's purchase order, dealer's invoice to customer, and authorization letter. Each month Government Sales Manager audits the Sourcewell documents and verifies membership, pricing, discount, etc. Each quarter a report is generated on all Sourcewell sales and sent to the buyer.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Market Share is important to our business. Each month we run reports from AEM to understand our position in the marketplace. This report includes total government sales, and from the percentage of government sales going into Sourcewell is determined. Our goal is to continue to grow this matrix in the percentage of government sales to increase Sourcewell sales. We also are looking at our year over year and quarter-over-quarter results in sales volume dollars. This will show us if we are on target for growth vs that of last year's quarter.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CNH Industrial agrees to continue to pay Sourcewell a 0.75% contract fee. Our contract has continued to grow, which results in profit for all parties involved.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Holland Construction Equipment: MEET YOUR CHALLENGES HEAD-ON New Holland's ongoing commitment to making the most dependable and innovative construction equipment brings you the 300 Series skid steer loaders. They provide enhanced productivity, comfort and ease, while still delivering outstanding lift and breakout force and rock-solid stability. Customize your machine for your specific demands with a wide array of versatile attachments and options. The patented Super Boom® vertical lift linkage delivers maximum reach at maximum height to allow you to place loads precisely in the center of high-sided truck boxes or hoppers. New Holland Tier 4 Final engines deliver powerful performance, use less fuel and are easy to maintain to decrease your operating costs. The reliable hydraulic system delivers fast cycle times. In-line hydraulic pumps produce less noise and provide extra-smooth operation. Add the optional high-flow hydraulics to run attachments hour after hour. The 300 Series dual-range transmission provides travel speeds of more than 11 mph to save time on and between job sites. It is standard on the L320, L321, L328, and L334. New Holland's long wheelbase gives you stability and smooth riding comfort. A new available creep mode (EH models only) gives you greater control for slow-speed operations like trenching. New Holland's 300 Series loaders make your workday more productive and comfortable with a compact track loader from New Holland. These 60 to 114 gross HP loaders are tough models that deliver incomparable performance and craftsmanship. Whether you are a farmer, contractor, or landscaper, the 300 Series loaders are built to support you and your operation. They hold fast to steep slopes and move easily through muddy or sandy terrain to complete jobs quickly and efficiently. New Holland's D Series loader backhoes represent a huge step forward in operator comfort and productivity while delivering Tier 4 Final emission compliance without compromise. A new cab design featuring 10% more space, new rear side windows, vastly improved clearance when turning the seat for backhoe operation, and hugely improved in-cab storage capacity guarantees an enhanced operator experience and increased operator productivity. Many customers need a loader that offers the versatility to do a lot more than just move bulk material, including grading and leveling as well as grabbing heavy items like tree trunks and concrete pillars. They also need a tractor unit offering the traction and power to push materials into place or out of the way. With a 4-in-1 bucket, a D Series loader backhoe delivers exceptional performance with just a single attachment. Choose a 6-in-1 bucket and you have the option to flip down adjustable pallet forks for handling palletized loads without a dedicated vehicle. The backhoe can be equipped with a wide choice of buckets to match excavation, water-course clearance, trenching and other demands. You can also fit post hole diggers, hydraulically extendable dipper and countless other tools. The long, nearly 23-ft. reach of both the standard and telescopic dipper allows digging depth comparable to many conventional dedicated excavators. Add the new updated cab featuring a new heated seat and up to ten LED lights and exterior side lights on the cab roof, and there are no performance compromises with a New Holland D Series loader backhoe. CLASS-LEADING POWER AT BUCKET AND HITCH The U80D tractor loader from New Holland delivers 74 gross horsepower of clean power with its Tier 4 Final certified engine. You get responsive power at both bucket and hitch, so the U80D pays its way by loading, stacking, scraping and leveling. Add the Glide Ride option, and the boom cylinders become the equivalent of giant shock absorbers to stabilize the load while traveling. The curved-arm loader linkage provided on the U80D tractor loader provides hydraulic bucket leveling for less spillback, as well as excellent reach at maximum dump height for truck loading. The unique reverse-mounted loader arm cylinders give you maximum bucket breakout force and superior dump speed on the bucket. Rugged Class II three-point hitch with controllable down pressure provides excellent scraping and leveling performance. The synchromesh transmission with power shuttle gives you smooth control and easy forward-reverse shuttling. New Holland compact wheel loaders do more than load. With dependable engine and hydraulic power and a choice of buckets and attachments, you can easily scrape, grade, haul and more. Z-Bar linkage design provides maximum breakout force, digging and lifting power for high-production load-and-carry applications. For applications where self-leveling is needed, like forklift work, consider the W50C TC Tool Carrier model. A stable compact design allows you to work and maneuver easily in restricted spaces. A lower machine height and lower center of gravity increases the stability of New Holland compact wheel loaders so you can lift and move larger loads, travel smoothly and quickly, and operate with more confidence.

You can work next to buildings, foundations, and roads with greater confidence in a New Holland Construction C Series compact excavators. They combine power, performance, and versatility to make the very most of every minute of your day. C Series excavators deliver big digging and grading performance with SAE bucket breakout forces up to 8,490 lbf and dig depth up to 12.5 feet. Their compact design and zero/short tail swing mean you can dig, fill, and grade in the most confined, congested areas. You can offset the excavator boom left or right within the operating range to match the situation. The C Series also offers more ground clearance and excellent dozer blade lift height for maneuvering and working in tough conditions. With seven models from 1.7 to 6 tons, there is nothing small about the performance of New Holland compact excavators. All models offer an increase in horsepower compared to previous models, powered by quiet, fuel-efficient Tier 4 Final engines up to 66.9 horsepower. Ease and comfort equate with operator productivity, so the wide C Series cab is designed for spaciousness, all-around visibility, comfortable seating, and smooth control. New Holland's Auto Shift traveling system automatically downshifts when load increases to enhance travel torque on slopes and in difficult conditions, then shifts back up to secure a faster travel speed after the load decreases. The Auto Idle system activates when you are not using the operating levers to improve fuel efficiency.

Case Construction Equipment:

The CASE B Series skid steers build on more than 50 years of engineering and field experience to provide the most intuitive operator experience and comfortable working environment ever built into a CASE skid steer — including an eight-inch LCD multi-function display and simple electro-hydraulic controls. The design simplifies operation and puts more power and control into the hands of the operator. Match that with productivity-enhancing horsepower and torque, powerful auxiliary hydraulics, and industry-leading visibility — and CASE B Series skid steers allow you to get more done every day.

The CASE skid steer lineup features the sizes, lift patterns, power, and emissions solutions to match any application. Five radial-lift and three vertical-lift skid steers across numerous horsepower and size classes ensure that you will find the right solution for your operation. CASE B Series skid steers also provide operators with the most feature-rich operator experience ever found in a CASE skid steer, including electro-hydraulic controls, "Creep Speed" functionality, an automotive-style information display with improved fault codes and troubleshooting, as well as Economy Modes with engine protection. The eight-inch LCD multi-function display serves as the command center for the machine and includes the industry's only backup camera visible in a split screen display with machine data.

The CASE B Series compact track loaders offer a completely re-imagined operator interface and environment to simplify operation and put more power and control into the hands of the operator — including an 8-inch LCD multi-function display and simple electro-hydraulic controls. Match that with industry-leading visibility, productivity-enhancing horsepower and torque, extreme attachment versatility, and lift geometries and size classes to meet every demand — and CASE B Series compact track loaders have the strength and performance to handle your toughest jobs. Jobsite productivity and awareness are driven by industry-leading visibility — further improved with the backup camera and a cab-wide rearview mirror. Operators have the industry's best perspective of the job through large front and side windows, a low entry threshold for greater visibility down to the bucket, a low sloping rear hood and 360-degree lighting.

CASE backhoe loaders – extra power when you want it, precise control where you need it and a sophisticated-yet-simple machine that needs less from you to get more done, more quickly. When your backhoe legacy dates to the world's first fully integrated production backhoe loader, you know they are expected to do everything. So, you engineer them to be stronger and more responsive, roading, loading, or digging. That is the Tier 4 Final N Series backhoe. Give your backhoe a shot in the arm. At the push of a button, Power Boost provides a temporary surge of power – up to 8% more breakout – without decreasing RPMs (Revolutions Per Minute) so you can quickly muscle through obstacles and tough or frozen ground. (Not available on 580N EP or 580N backhoes).

The CASE 570N EP tractor loader combines unbeatable lifting strength, ground speeds as fast as 24mph, and user-friendly features to provide contractors with a skip loader that is impressively cost effective, and incredibly easy to own and operate. It is available with a rear 540-RPM PTO (Power Take Off) or 3-point hitch, as well as a hydraulic front quick coupler for optimal versatility. The CASE 570N EP tractor loader has a full height lifting capacity of 6,503 LB., giving you more than three tons of lifting strength to move, load and stock more piles, palletes, and material. Loader arms have heavy-duty in-line parallel linkage with a solid thru-pin design, dual bucket cylinders and a standard material retention feature to evenly transfer bucket stress up and through full dump. It all works together to provide faster cycles with less spillage.

The enhanced CASE G Series wheel loaders simplify operation through a touchscreen display and give operators even greater control with adjustable electro-hydraulic controls, optimized power modes and programmable configurable buttons near the joystick. These buttons put your most common settings and functions mere inches away from the joystick, further simplifying operation. All while delivering — and improving — the power, productivity, and efficiency you already expect from CASE G Series wheel loaders. Extreme fuel efficiency, lower engine operating temperatures and a no DPF/no regen emissions solution are matched with features designed to shorten cycle times, increase uptime, and make you even more efficient. An optional, factory-integrated payload system drives greater accuracy and loading efficiency in operations from quarries and job sites to feedlots and supply yards — and makes the investment/deployment in a payload system entirely turnkey (no separate financing/installation/etc.).

C Series motor graders expand the CASE lineup with well-equipped models ideally suited for small-to-mid-size grading operations for municipalities, road maintenance and general construction. Their SCR-only Tier 4 Final engine solution delivers fuel-saving performance with minimal cost or maintenance from the operator and with the product assurance of ProCare, ownership and upkeep has never been easier. Models come standard with the productivity-boosting features operators want and are available as standard drive or AWD, and as machine control-ready for integrating into precision fleets. C Series graders deliver smooth, automatic shifting thanks to an Ergopower transmission and torque converter. And with the hydraulic differential lock and automatic power splitting, torque is instantly transferred from a slipping tire to one with more traction, providing constant traction without throttle adjustment necessary.

The CASE H Series rough terrain forklifts get it done smoother, easier, and faster. With fast lifting speeds, roading speeds of up to 24 mph (38.6 km/h), lifting capacities of up to 8,000 lbs. and a slew of unique features that keep loads level and forklift operators comfortable, these high-performance, Tier 4 Final forklifts truly do raise the bar. Rough terrain forklifts are designed for two things: lifting and moving loads. We have engineered the H Series forklifts to be the best at both. With lifting speeds of 107 feet per minute and roading speeds of 24 mph, you will be able to raise, haul and place quicker to finish the job faster.

The all-new E Series excavators build on that legacy with seven new models - including two new class sizes - designed from the ground up to revolutionize the operator experience through laser focus on the things operators care about most: reliability, cab comfort and performance. We give you a full line-up of solutions for every size and type of jobsite, whether you are trenching in open fields or working a single lane on the highway. And the growing list of OEM-fit machine control technologies available throughout the new E Series lineup shows our commitment to always delivering improved performance, precision, and profitability.

The CASE M Series dozers are among the most powerful and efficient — and now even more precise with factory-fit machine control. This makes it easier than ever to get into machine control and to experience its benefits: increased productivity, improved performance, and reduced wear-and-tear on your dozer fleet. Match that with industry leading power, extreme visibility to the work area, an intuitive operator interface/experience, and the full support of CASE and its dealer network — and CASE M Series Dozers will drive your success from heavy bulldozer work to fine grading. It is all about the drawbar pull — and the tractive effort and related pushing power it creates. CASE M Series dozers provide best-in-class drawbar pull (varies by model), and a powerful and robust undercarriage with a variety of track and extended life options to meet your pushing needs.

CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Universal Machine Control allows you to use the precision construction technology you prefer*. It is compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude, and intelligence to stake a claim as the industry's most versatile and powerful compact machine.

Minotaur demonstrates CASE's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. Built mean for tough conditions and smart for precision grading, you can take it all on with confidence. Transform your operation with CASE Construction Equipment.

*Machine control solution of your choice sold separately

**21 patents granted, 8 pending

		No two compaction jobs are the same. All three series of CASE vibratory rollers — double drum, single drum, and pneumatic tire — provide operators with the right combination of brute compaction force and precise control for all materials, lift profiles and jobsites. Double drum. Combi. Compact. Large Frame. CASE offers compaction solutions for every asphalt job, from driveways and bike paths to highways and commercial parking lots. Industry-leading climbing up to 67 percent grade matches with a design for powerful compaction while remaining versatile, easy to transport and fuel efficient. The PT240D provides the flexibility for both sub-base and asphalt compaction in large-scale paving projects, improving compaction quality and completing the work in fewer passes — all in a Tier 4 Final machine.	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are various subcategories of solutions that may describe our equipment these include earth moving equipment, agriculture, residential construction, utilities, quarry and aggregates, roads and bridges, landscaping, waste and scraping, non-residential construction, and snow removal. CNH INDUSTRIAL supports your municipality by optimizing equipment for productivity. That also means we are constantly striving to design machines that are simple to own. Our customers provide input to help guide machine enhancements, to improve serviceability, visibility, stability, power, ease of operation and transport, extended time between refueling, noise reduction and cold-weather starting – just to name a few. And when you buy equipment from CNH INDUSTRIAL our relationship does not stop at the transaction. CNH INDUSTRIAL dealer network is on-hand to help you build the right equipment for your jobsite, and after you buy, for advice on daily checks, operator environment configuration and help with planned maintenance.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	Case construction provides (7) different TLB models ranging from 74 (HP) horsepower to 110 (HP)
72	Motor Graders	☒ Yes ☐ No	Case Construction offers two classes of Motor Graders, the 836C (137 HP) and the 856C (173 HP).
73	Wheeled and tracked excavators	☒ Yes ☐ No	Case construction offers seven different models of compact excavators, two types of midi excavators and sixteen diverse types of heavy excavators (full-size excavators).
74	Bulldozers, compactors, scapers, articulated and rigid haulers	☒ Yes ☐ No	CNH INDUSTRIAL (Case New Holland Industrial) offers (6) Bulldozers ranging from 68 to 214 horsepower
75	Cranes	☐ Yes ☒ No	
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	CNH INDUSTRIAL (Case New Holland Industrial) provides hundreds of attachments specifically designed to meet your equipment needs. We will include brochures highlighting the vast array of attachments we provide that range from snow-pushers, augers, bale handlers, buckets, brooms, and much more.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	CASE ProCare is the most comprehensive and standard-from-the-factory heavy machine support program in the industry. It comes with a 3-year/3000-hr full machine factory warranty, 3-year/2000-hr planned maintenance and 3-year Advanced SiteWatch subscription. With CASE ProCare, you receive complete factory-provided coverage on select new heavy machine orders.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	CASE Construction offers two Wheel Loader's with published net horsepower (HP) of at least 300 HP.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	Case Construction provides (10) full-sized excavators with a published net horsepower (HP) of at least 150 HP.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	Case construction has (1) Motor Grader with a published maximum operating weight of at least 30,000 lbs.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	CNH INDUSTRIAL (Case New Holland Industrial) does not have Cranes in its current offering.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - CNHI Price pages.zip - Friday January 13, 2023 07:29:27
 - [Financial Strength and Stability](#) - CNHI Annual report & Sustainability report.zip - Friday January 13, 2023 07:37:31
 - [Marketing Plan/Samples](#) - Buyers Guide back page.docx - Friday January 13, 2023 07:21:33
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - CNHI Warranty.zip - Friday January 13, 2023 07:32:04
 - [Standard Transaction Document Samples](#) - NH CE and Case CE matrix.zip - Thursday January 12, 2023 14:43:50
 - [Upload Additional Document](#) - CNHI awards, certificates & licenses & Brochures.zip - Friday January 13, 2023 09:54:58

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amy Swett, Government & Fleet Sales Account Manager, CNH Industrial America LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

DRAFT 04.27.2026
RESOLUTION NO. 26-????

VOTE: _____
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: May 11, 2026
OTHER: 2/3 Majority Vote Required.

A RESOLUTION APPROVING THE WAIVER OF THE
COMPETITIVE BID PROCESS AND AUTHORIZING
THE APPROVAL AND EXECUTION OF A CONTRACT
WITH MCCANN INDUSTRIES OF ADDISON,
ILLINOIS FOR THE PURCHASE OF ONE CASE 721G
END LOADER AND AUTHORIZING THE
EXPENDITURE OF VILLAGE FUNDS IN THE
AMOUNT OF \$225,261.00 TO PAY FOR THE
PURCHASE OF THE END LOADER.

WHEREAS, the Village of Western Springs (the “Village”) desires to purchase a new end loader for use in relation to various Village needs (the “Goods”) and has budgeted Water and Capital funds for the purchase; and

WHEREAS, the Sourcewell Purchasing Cooperative (a State of Minnesota local government unit and service cooperative) has solicited competitive contractor proposals under Contract 011723-CNH for the purchase of heavy construction equipment and related attachments and technology. The Sourcewell contract that offered the best solution for the Village’s existing equipment and operations, and the most competitive pricing proposal for the Goods, was McCann Industries of Addison, Illinois (the “Vendor”); and

WHEREAS, at an open public meeting held on April 14, 2026, Village’s Public Works and Water Committee (“Committee”) reviewed and discussed the Goods and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve and authorize the purchase of the Goods from the Vendor; and

WHEREAS, at an open public meetings held on April 27, 2026, and May 11, 2026, the President and Board of Trustees of the Village reviewed and discussed the Project, the Agreement, and the Committee’s recommendation, and received input from the Village staff and provided an opportunity for public input. At its May 11, 2026 meeting, the President and Board of Trustees accepted the Committee’s recommendation to approve and authorize the purchase of the end loader from the Vendor; and

WHEREAS, pursuant to Section 1-13-6 (Purchases and Purchasing Agent) of the Village of Western Springs Municipal Code (“Village Code”), all purchase orders or contracts for supplies, materials, equipment or contractual services involving the expenditure of more than \$25,000.00 shall be let to the lowest responsible bidder after advertisement for bids, unless competitive bidding is waived by a vote of two-thirds (2/3rds) of all of the Trustees elected; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs are authorized under the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), to enter into the Contract, and further find that it is protective of the health, welfare and safety of and in the best interests

of the Village, its residents, property owners, local businesses and the public to enter into the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

Section 2: Approval of Bid Waiver and Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the waiver of the competitive bidding process and approve and authorize the purchase of the Goods, substantially in the form attached hereto as **Group Exhibit "A"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village attorney. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the Agreement, and such other instruments and documents as are necessary to fulfill the Village's obligations under the Agreement.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds from the Village Capital and Water Fund and/or such other available Village funds to pay the Village's financial obligations under the Agreement, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Agreement.

Section 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Agreement by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and executed versions of the attached Agreement to the Clerk's office and to the Contractor.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 11th day of May, 2026, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Group Exhibit "A"

**QUOTATION DATED MARCH 31, 2026 FROM MCCANN INDUSTRIES, INC., OF ADDISON, ILLINOIS FOR
THE PURCHASE OF ONE NEW 2026 CASE 721G WHEEL END LOADER UNDER THE TERMS AND
CONDITIONS AS IDENTIFIED UNDER SOURCEWELL CONTRACT 011723-CHN**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, the Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BID PROCESS AND AUTHORIZING THE APPROVAL AND EXECUTION OF A CONTRACT WITH MCCANN INDUSTRIES OF ADDISON, ILLINOIS FOR THE PURCHASE OF ONE CASE 721G END LOADER AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS IN THE AMOUNT OF \$225,261.00 TO PAY FOR THE PURCHASE OF THE END LOADER.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 11th day of May, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 11th day of May, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES:_____

NAYS:_____

ABSENT:_____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this __ day of May, 2026.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.J.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, John Mastandona, Director of Finance

RE: (Discussion only) 2026 Street Resurfacing and Utility Program (2025 Infrastructure Referendum Project)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of contract for the 2026 Resurfacing and Utility Program to Schroeder Asphalt Services, Inc., the lowest cost, responsible bidder, in the amount of \$1,689,835.62.

Summary

The 2026 Resurfacing and Utility Program recently underwent competitive bidding, as outlined in the attached award recommendation letter from V3 Companies dated April 28, 2026. The project includes water main and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways, and roadway milling and resurfacing. The improvements include multiple streets/blocks that are listed below:

Street	From	To	Scope of Work
Garden Avenue	39th Street	Dead end	Roadway Rehabilitation and Water Main Replacement
Rose Avenue	39th Street	Dead end	Roadway Rehabilitation
Rose Avenue	Oak Street	Dead end	Roadway Rehabilitation and Water Main Replacement
Maple Street	Dead end west of Western Avenue	Hampton Avenue	Roadway Rehabilitation
Sunset Terrace	Hampton Avenue	Dead end	Roadway Rehabilitation
Reid Street	Hampton Avenue	Prospect Avenue	Roadway Rehabilitation

To ensure wide distribution and competitive participation, the project was advertised in the following locations:

- Chicago Sun-Times on April 9, 2026
- Village of Western Springs website on April 9, 2026
- IDOT Bulletin to Contractors on April 9, 2026 and April 16, 2026

A total of 15 companies purchased bidding documents. Four bids were received. Bids were opened in the Village Hall Board Room on April 28, 2026 just after 10:00 AM. The bid results are below:

Contractor	Bid as Calculated
Schroeder Asphalt Services, Inc.	\$1,689,835.62
Brothers Asphalt Paving, Inc	\$1,775,700.19
Martam Construction, Inc	\$2,133,047.39
A Lamp Concrete Contractors, Inc	\$2,198,922.61
<i>V3 Companies</i>	<i>\$1,701,029.50</i>
<i>Engineer's Estimate</i>	

Schroeder Asphalt Services, Inc. ("Contractor") submitted the lowest responsive bid at \$1,689,835.62, and V3 verified that no arithmetic errors were identified in their bid. V3 is recommending the contract be awarded to the Contractor. Please refer to the attached letter from V3 Companies for further detail.

Financial Impact

Funding for the project is budgeted for in the 2025 Infrastructure Referendum Account.

Account 4108365-60011

2026 Budget \$1,140,037.00

Project Cost \$1,689,835.62

The project costs exceed the 2026 budget as an additional roadway was added and scoping studies provided updated pricing overall. The fund can cover the additional cost and a future budget amendment will be presented if needed.

Recommended Motion

I move to approve a contract for the 2026 Resurfacing and Utility Program to Schroeder Asphalt Services, Inc., the lowest cost, responsible bidder, in the amount of \$1,689,835.62.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. 2026 Street Resurfacing and Utility Program - Location Map
2. V3 Contract Award Recommendation Letter
3. Schroeder Asphalt Services Inc_ Village of Western Springs_2026 Infrastructure Resurfacing & Utility_ Bid Proposal



VILLAGE OF WESTERN SPRINGS
DEPARTMENT OF TRANSPORTATION

WESTERN SPRINGS
2025 INFRASTRUCTURE REFERENDUM PROJECT 2026
RESURFACING AND UTILITY PROGRAM

INDEX OF SHEETS

1	COVER SHEET
2 - 3	GENERAL NOTES
4 - 8	SUMMARY OF QUANTITIES
9 - 13	TYPICAL SECTIONS
14	ALIGNMENT, TIES AND BENCHMARKS
15 - 19	EXISTING CONDITIONS
20 - 24	REMOVAL PLAN
25 - 26	DRAINAGE AND UTILITY PLAN AND PROFILE
27	UTILITY CROSSING TABLE
28 - 35	RESTORATION PLAN AND PROFILE
36 - 40	ADA DETAILS
41 - 45	EROSION CONTROL, LANDSCAPING AND PAVEMENT MARKING PLAN
46 - 50	VILLAGE OF WESTERN SPRINGS STANDARDS
51 - 55	IDOT DISTRICT ONE STANDARDS
56 - 61	IDOT HIGHWAY STANDARDS

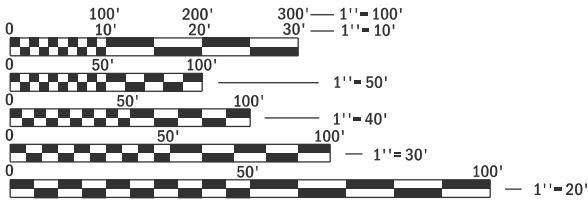
FOR LIST OF HIGHWAY STANDARDS, SEE SHEET NO. 2

CLIENT CONTACT:

JEFF KOZA, PE, CFM
DIRECTOR OF ENGINEERING SERVICES/VILLAGE ENGINEER
VILLAGE OF WESTERN SPRINGS
740 HILLGROVE
WESTERN SPRINGS, IL 60558
708.246.1800 EXT. 202

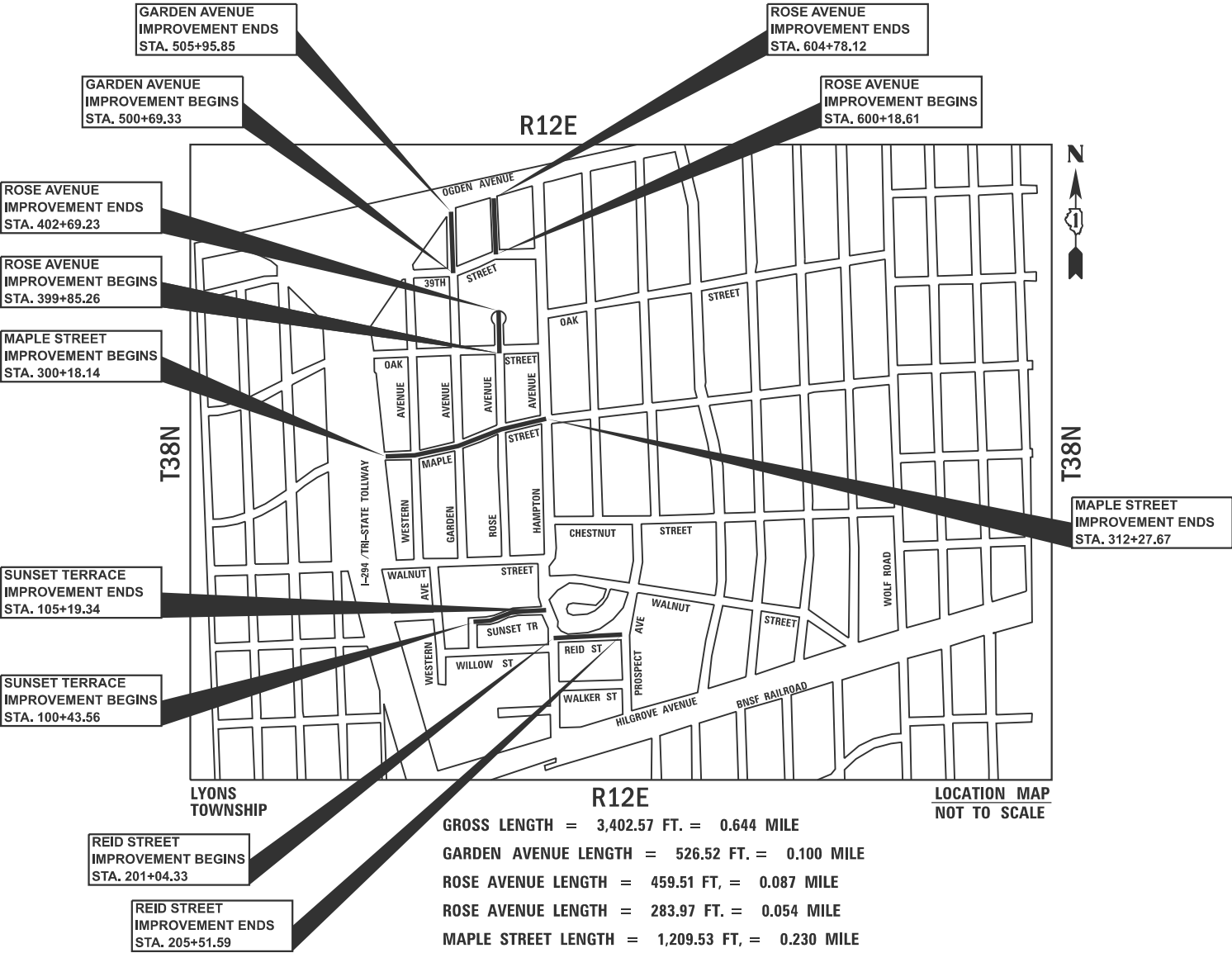
ENGINEER:

JASON HOLY, PE
PROJECT MANAGER
V3 COMPANIES
7325 JANES AVENUE
WOODRIDGE, IL 60517
630.724.9200 PHONE

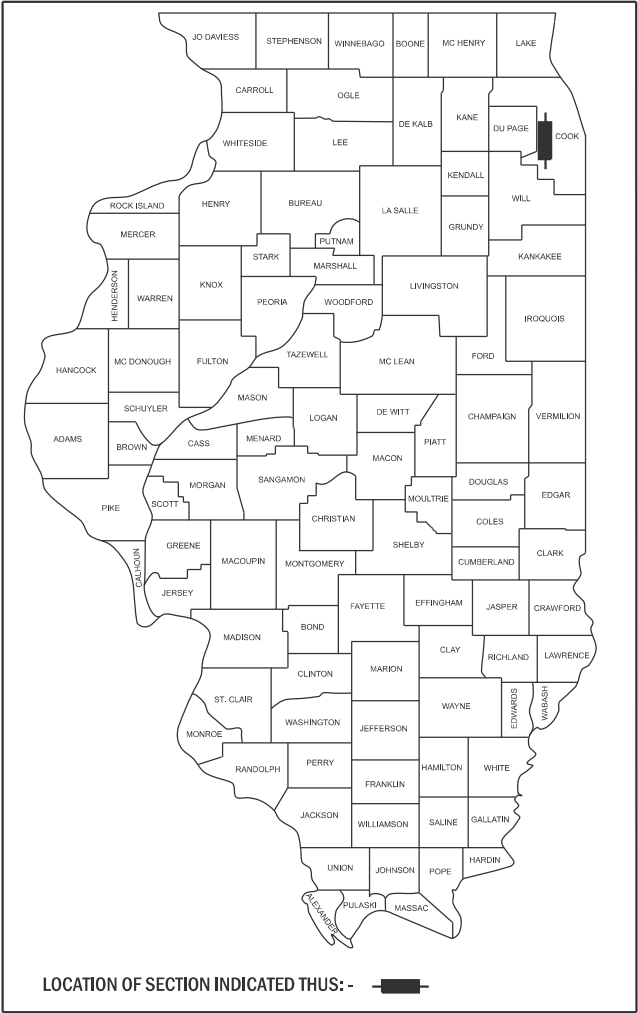


FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD
ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT
CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS
ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123
OR 811



GROSS LENGTH	=	3,402.57 FT.	=	0.644 MILE
GARDEN AVENUE LENGTH	=	526.52 FT.	=	0.100 MILE
ROSE AVENUE LENGTH	=	459.51 FT.	=	0.087 MILE
ROSE AVENUE LENGTH	=	283.97 FT.	=	0.054 MILE
MAPLE STREET LENGTH	=	1,209.53 FT.	=	0.230 MILE
SUNSET TERRACE LENGTH	=	475.78 FT.	=	0.090 MILE
REID STREET LENGTH	=	447.26 FT.	=	0.085 MILE



V3
JASON D. HOLY
062-059941

DATE: XX-XX-2026
SIGNATURE AND SEAL APPLY TO
SHEETS: XX-XX

EXPIRATION DATE: 11-30-2027



April 28, 2026

Mr. Jeff Koza, P.E., CFM
Director of Engineering Services/ Village Engineer
Village of Western Springs
704 Hillgrove Ave
Western Springs, Illinois 60558

RE: 2025 Infrastructure Referendum Project 2026 Resurfacing and Utility Program, Wester Springs, IL

Dear Mr. Koza,

We have evaluated the bids received and read aloud on April 28, 2026 for the 2025 Infrastructure Referendum Project 2026 Resurfacing and Utility Program. The project includes, but is not limited to, watermain and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways and milling and resurfacing of the roadways.

Bids were received from the following contractors:

- Schroeder Asphalt Services Inc (\$1,689,835.62)
- A Lamp Concrete Contractors Inc (\$2,198,922.61)
- Brothers Asphalt Paving, Inc (\$1,775,700.19)
- Martam Construction Inc (\$2,133,047.39)

The engineer's estimate for the base bid was \$1,701,029.50. The apparent low bid was submitted by Schroeder Asphalt Services Inc \$1,689,835.62. Schroeder Asphalt Services Inc's bid was reviewed and no arithmetic errors were found.

We recommend the award of the contract for construction of the 2025 Infrastructure Referendum Project 2026 Resurfacing and Utility Program to Schroeder Asphalt Services Inc in the amount of \$1,689,835.62. If you have any questions or require further information, please contact me at 630.254.1522 or by email at jholly@v3co.com

Sincerely,
V3 Companies of Illinois, Ltd.

A handwritten signature in blue ink that reads "Jason Holy".

Jason Holy, P.E.
Senior Project Manager

THE VILLAGE OF WESTERN SPRINGS



CONTRACT REQUIREMENTS FOR 2025 INFRASTRUCTURE REFERENDUM PROJECT 2026 RESURFACING AND UTILITY PROGRAM

MONDAY, APRIL 28, 2025
10:00 A.M. (PREVAILING TIME)

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INSTRUCTIONS TO BIDDERS

VILLAGE OF WESTERN SPRINGS

DATE: April 9, 2026

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 INFRASTRUCTURE REFERENDUM PROJECT 2026 RESURFACING AND UTILITY PROGRAM
VILLAGE OF WESTERN SPRINGS

and shall be delivered by hand or mailed in time for delivery to the Village Clerk's office, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois by **10:00 A.M.** Prevailing Local Time on **April 28, 2025** Immediately after which time and at such location all bids will be publicly opened and read aloud. The Village will notify the selected bid in writing within two days of receiving the bids.

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 their 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 10% of the Bid price, 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 THIRTY (30) days after the opening of bids withdraws their 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 THIRTY (30) 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.)

Each bidder shall be asked to provide the following data with the bid, a total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers. All references shall be from the last five (5) years.

Any bidder may be required by the Village to submit additional data in support of the bidder's claim to be competent to carry out the terms and provisions of the contract.

The Village reserves the right to reject any and all bids, to waive any informalities in bidding, to hold all proposals for a period of SIXTY (60) days, and to make award on that bid which, in its opinion, is most advantageous to the Village.

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 contract 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 payment of local prevailing wage rates.

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 INFRASTRUCTURE REFERENDUM PROJECT 2026 RESURFACING AND UTILITY PROGRAM**

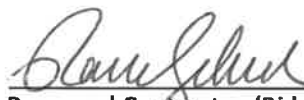
1. The specifications and directions for the proposed service are those prepared by the Village of Western Springs and designated as Special Provisions, and which cover the work described in said document and the "Agreement."
2. In submitting this proposal, the undersigned declares that the only persons 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 construction, 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 they and their 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 **begin work no sooner than June 1, 2026 and be substantially complete by September 4, 2026**. Substantial completion shall include the completion of all work with the exception of final sod installation. **Final completion, including final punch list shall be completed by September 25, 2026**, 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 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 10% of the Bid price. 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.

4/28/2026

Date



Proposed Contractor (Bidder)

Schroeder Asphalt Services, Inc.

Ronald Schroeder, President



Witness

Rachael McDow, Corp Secretary



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.
PO Box 831
Huntley, IL 60142

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, Illinois 60515

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.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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

2025 Infrastructure Referendum Project 2026 Resurfacing & Utility Program

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 28th day of April, 2026


(Witness)


(Witness) Jennifer M. Pollack

Schroeder Asphalt Services, Inc.

(Principal)

By: 

(Title)

President

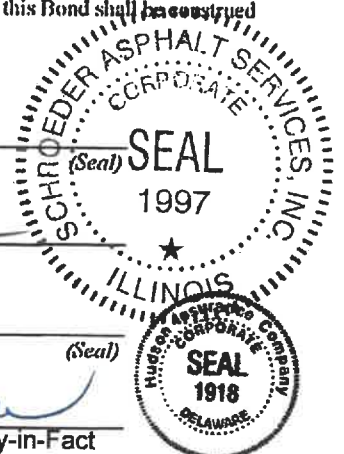
Hudson Insurance Company

(Surety)

By: 

(Title) James I. Moore

Attorney-in-Fact



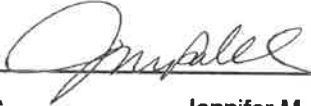
State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jennifer M. Pollack Notary Public of DuPage County, in the State of Illinois,
do hereby certify that James I. Moore Attorney-in-Fact, of the Hudson Insurance
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 28th day of April, 2026.





Notary Public Jennifer M. Pollack
My Commission expires: January 2, 2029



Bond Number: Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore
of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of November, 20 25 at New York, New York.



(Corporate seal)

Attest

Karen L. Colonna
Karen L. Colonna
Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

HUDSON INSURANCE COMPANY

By

Andrew A. Dickson
Andrew A. Dickson
Senior Vice President

On the 1st day of November, 20 25 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Karen L. Colonna** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of April, 20 26.

(Corporate seal)

By

Karen L. Colonna
Karen L. Colonna, Corporate Secretary



SCHEDULE OF BID PRICES

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 one (1) year period from the date that this proposal has been submitted.

BASE BID

ITEM NO.	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL BID COST
20101000	TEMPORARY FENCE	FOOT	4,752	\$ 24.25	\$ 115,236.00
20101200	TREE ROOT PRUNING	EACH	74	\$ 72.00	\$ 5,328.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CUYD	504	\$ 60.00	\$ 30,240.00
20800150	TRENCH BACKFILL	CUYD	902	\$ 93.50	\$ 84,337.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	1,513	\$ 2.25	\$ 3,404.25
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQYD	819	\$ 0.15	\$ 122.85
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	11	\$ 2.00	\$ 22.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	11	\$ 2.00	\$ 22.00
25200100	SODDING	SQYD	819	\$ 20.50	\$ 16,789.50
25200200	SUPPLEMENTAL WATERING	UNIT	37	\$ 23.00	\$ 851.00
28000510	INLET FILTERS	EACH	31	\$ 185.00	\$ 5,735.00
30300001	AGGREGATESUBGRADEIMPROVEMENT	CUYD	504	\$ 60.00	\$ 30,240.00
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQYD	21	\$ 35.00	\$ 735.00
35101582	AGGREGATEBASECOURSE, TYPEB 2"	SQYD	617	\$ 2.25	\$ 1,388.25
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	22,529	\$ 0.01	\$ 225.29
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,253	\$ 0.01	\$ 22.53
40600370	LONGITUDINAL JOINT SEALANT	FOOT	3,611	\$ 4.35	\$ 15,707.85
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	181	\$ 8.00	\$ 1,448.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,960	\$ 92.00	\$ 180,320.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	840	\$ 93.50	\$ 78,540.00
42300300	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQYD	144	\$ 105.00	\$ 15,120.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQFT	4,408	\$ 10.50	\$ 46,284.00
42400800	DETECTABLE WARNINGS	SQFT	186	\$ 39.00	\$ 7,254.00

44000169	HOT-MIX ASPHALT SURFACE REMOVAL, 5"	SQYD	9,833	\$ 5.85	\$ 57,523.05
44000200	DRIVEWAY PAVEMENT REMOVAL	SQYD	143	\$ 16.50	\$ 2,359.50
44000300	CURB REMOVAL	FOOT	27	\$ 15.00	\$ 405.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	833	\$ 6.60	\$ 5,497.80
44000600	SIDEWALK REMOVAL	SQFT	3,168	\$ 2.00	\$ 6,336.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQYD	20	\$ 85.00	\$ 1,700.00
550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE I 12"	FOOT	52	\$ 124.00	\$ 6,448.00
55100400	STORM SEWER REMOVAL 10"	FOOT	26	\$ 32.00	\$ 832.00
55100500	STORM SEWER REMOVAL 12"	FOOT	20	\$ 32.00	\$ 640.00
55100900	STORM SEWER REMOVAL 18"	FOOT	75	\$ 35.00	\$ 2,625.00
56103000	DUCTILE IRON WATER MAIN 6"	FOOT	304	\$ 146.00	\$ 44,384.00
56103100	DUCTILE IRON WATER MAIN 8"	FOOT	623	\$ 164.00	\$ 102,172.00
56104900	WATER VALVES 6"	EACH	1	\$ 2,555.00	\$ 2,555.00
56105000	WATER VALVES 8"	EACH	5	\$ 3,600.00	\$ 18,000.00
56105500	INSERTING VALVES 6"	EACH	3	\$ 11,450.00	\$ 34,350.00
56105600	INSERTING VALVES 8"	EACH	3	\$ 12,800.00	\$ 38,400.00
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$ 1,000.00	\$ 2,000.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	\$ 11,000.00	\$ 44,000.00
56500800	DOMESTIC WATER SERVICE BOX	EACH	15	\$ 2,800.00	\$ 42,000.00
60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	\$ 5,475.00	\$ 5,475.00
60202405	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	3	\$ 4,775.00	\$ 14,325.00
60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH	2	\$ 3,365.00	\$ 6,730.00
60220200	MANHOLES, TYPE A, 4'-DIAMETER	EACH	3	\$ 5,075.00	\$ 15,225.00
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 9,000.00	\$ 9,000.00
60221200	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	\$ 9,300.00	\$ 9,300.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	1	\$ 2,400.00	\$ 2,400.00
60266600	VALVE BOXES TO BE ADJUSTED	EACH	2	\$ 900.00	\$ 1,800.00
60404300	FRAMES AND GRATES, TYPE 3	EACH	6	\$ 1,215.00	\$ 7,290.00
60406000	FRAMES AND LIDS, TYPE I, OPEN LID	EACH	6	\$ 950.00	\$ 5,700.00
60406100	FRAMES AND LIDS, TYPE I, CLOSED LID	EACH	6	\$ 950.00	\$ 5,700.00

60500405	FILLING VALVE VAULTS	EACH	1	\$ 750.00	\$ 750.00
60600605	CONCRETE CURB, TYPE B	FOOT	87	\$ 55.00	\$ 4,785.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	816	\$ 50.00	\$ 40,800.00
78000600	THERMOPLASTIC PAVEMENT MARKING- LINE 12"	FOOT	172	\$ 20.00	\$ 3,440.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	43	\$ 42.00	\$ 1,806.00
78005150	EPOXY PAVEMENT MARKING- LINE 12"	FOOT	182	\$ 23.50	\$ 4,277.00
78005180	EPOXY PAVEMENT MARKING- LINE 24"	FOOT	29	\$ 48.00	\$ 1,392.00
X0324878	SANITARY SEWER SERVICE ADJUSTMENT	FOOT	100	\$ 165.00	\$ 16,500.00
X2010410	TREE TRIMMING	EACH	42	\$ 94.00	\$ 3,948.00
X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	400	\$ 21.00	\$ 8,400.00
X3580300	AGGREGATE BASE REPAIR (SPECIAL)	TON	150	\$ 33.00	\$ 4,950.00
X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	516	\$ 21.00	\$ 10,836.00
X5610706	WATERMAINREMOVAL, 6"	FOOT	18	\$ 37.50	\$ 675.00
X5610708	WATERMAINREMOVAL, 8"	FOOT	123	\$ 37.50	\$ 4,612.50
X5610804	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	5	\$ 5,800.00	\$ 29,000.00
X5630405	REMOVE EXISTING WATER VALVE	EACH	3	\$ 1,300.00	\$ 3,900.00
X6022810	MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 10,700.00	\$ 32,100.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	7	\$ 1,550.00	\$ 10,850.00
X6026622	VALVE VAULTS TO BE REMOVED	EACH	2	\$ 1,315.00	\$ 2,630.00
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	LSUM	1	\$ 25,000.00	\$ 25,000.00
Z0013798	CONSTRUCTION LAYOUT	LSUM	1	\$ 20,000.00	\$ 20,000.00
Z0056652	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 18"	FOOT	76	\$ 173.00	\$ 13,148.00
	CASH ALLOWANCE	UNITS	80,000	\$ 1.00	\$ 80,000.00
	SANITARY SEWER REPAIR, 6"	FOOT	45	\$ 130.00	\$ 5,850.00
	SANITARY SEWER REPAIR, 8"	FOOT	105	\$ 328.00	\$ 34,440.00
	SANITARY SEWER REPAIR, 10"	FOOT	20	\$ 585.00	\$ 11,700.00
	SANITARY SEWER REPAIR, 12"	FOOT	10	\$ 615.00	\$ 6,150.00
	SHAPING AND GRADING ROADWAY	SQYD	9,997	\$ 1.25	\$ 12,496.25
	STRUCTURES TO BE ADJUSTED	EACH	19	\$ 731.00	\$ 13,889.00

	STRUCTURES TO BE REMOVED	EACH	14	\$ 1,000.00	\$ 14,000.00
	TEMPORARY ACCESS	EACH	58	\$ 2.00	\$ 116.00
	VALVE BOX 6"	EACH	1	\$ 800.00	\$ 800.00
	VALVE BOX 8"	EACH	5	\$ 800.00	\$ 4,000.00
	WATER SERVICES LINE, 1.5" (LONG)	EACH	7	\$ 8,600.00	\$ 60,200.00
	WATER SERVICES LINE, 1.5" (SHORT)	EACH	5	\$ 3,550.00	\$ 17,750.00
	WATER SERVICES LINE, 1" (SHORT)	EACH	5	\$ 3,300.00	\$ 16,500.00
	WATER MAIN CASING SLEEVE	FOOT	160	\$ 210.00	\$ 33,600.00
TOTAL					\$ 1,689,835.62

BASE BID TOTAL *One million Six Hundred Eighty nine thousand Eight Hundred*
(In writing) Thirty five + Sixty two Cents

Name of Bidder: Schroeder Asphalt Services, Inc.

Address: 11022 S. Grant Highway, Marengo IL 60152

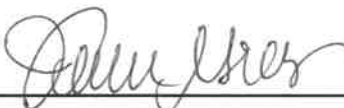
Telephone No. 815-923-4380 Fax No. 815-923-4389

Signature: 

Name and Title: *(Please Print)* Ronald Schroeder, President

Date: 4/28/2026

Subscribed and sworn before me this 28th day of April, 2026

My Commission Expires: 6/30/2027 , Jennifer Graves



GENERAL CONDITIONS

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.

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.

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.

Building Regulations

All work shall conform to the building codes in force in the Village.

Costs

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

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 signed by the Village of Western Springs 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 of Western Springs in writing of this belief. If the Village of Western Springs 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 prepared and signed by the Village or its 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.

Additional Work

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid. Prior to commencing any additional work, the bidder shall submit their charges for performing the work and shall not proceed until the Director of Engineering or their designer has approved the charges in writing.

The Village shall retain services with the Contractor for one calendar year, as to account for any additional work that the Village shall request from the Contractor.

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, 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 PUBLIC AGENCY.

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 of Western Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Village of Western Springs reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Village of Western Springs in a timely manner and at no additional cost to the Village of Western Springs. 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 workmen; 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 of Western Springs 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 of Western Springs 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 of Western Springs.

Schedule of Deductions for Each Day of Default		
<u>Original Contract Amount</u>		
from more than	to and including	calendar
\$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 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 their equipment and materials from the job site with no damage to the improvements in place. 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.

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 of Western Springs 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 of Western Springs, 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 remedies that the Village of Western Springs may have.

Guaranty

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.

Hours and Days of Work

No work will be performed at night or on Saturdays, Sundays or legal holidays without written approval of the Village. No work shall start before 7:30 A.M. nor continue beyond 7:00 P.M. daily. Notwithstanding the foregoing provisions, the Work shall be performed expeditiously by all appropriate means including working overtime without additional compensation under the terms of the contract.

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 character, 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.

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. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis.

E. 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 Coverage

1. The Village, its officers, appointed and elected officials, president and trustees, agents, employees, attorneys and volunteers are to be covered as additional insured 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.

2. 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.

3. 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.

4. 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 claim is made or suit is brought, except with respect to the limits of the insurer's liability. 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 Coverage

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.

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 insureds 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.

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.

Nonappropriation

All funds for payment by the Village of Western Springs under this contract are subject to the availability of an annual appropriation for this purpose by the Village of Western Springs. In the event of nonappropriation of funds by the Village of Western Springs for the services provided under the contract, the Village of Western 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 of Western Springs 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.

Prevailing Wage

Not less than the prevailing rate of wages as found by the Village of Western Springs or the Department of Labor or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract.

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 their 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 of Western Springs 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 total of five (5) references who can attest to the bidder's ability to fulfill this contract with at least three (3) of the references being municipal, governmental, or institutional references. Include names, addresses and phone numbers. References must be current as of the last five (5) years.

Responsibility for Construction-Safety-Shoring-Scaffolding-Construction Methods

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 site; 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 of Western Springs, 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 of Western Springs, its designees, or other authorized bodies.

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 of Western Springs. 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.

Storage

Equipment and material shall not be stored on any vacant private property or public property within the Village without written consent of the owner or agent of the land. A copy of the written consent shall be filed with the Village for permanent record.

Taxes

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.

Termination

If the contract is terminated by a default of the Contractor and if the unpaid balance of the Contract Sum exceeds all the costs incurred by the Village in completing the work, which cost shall include but not be limited to expenses incurred by the Village in rebidding the job, Village engineering fees and expenses, consultant fees and expenses, attorney's fees and costs; such excess shall be paid to the Contractor when the work is completed. If the costs of completing the job exceed the unpaid balance due the Contractor, the Contractor shall pay the difference to the Village of Western Springs, or the difference may be deducted from the amount owed the Contractor by the Village of Western Springs. The amount due either the Contractor or the Village, as the case may be, shall be certified by the Village Engineer or the Director of Municipal Services, and this certification shall be binding on all parties and the obligation for payment shall survive the Notice of Termination of this contract.

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.

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, workmen, 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 grantees 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.

, Ronald Schroeder
Contractor
Date: 4/28/2026 Attest , Rachael McDow

CONTRACTORS CERTIFICATION REGARDING
NON-PAYMENT OF COMPENSATION

Schroeder Asphalt Services, 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.

Contractor: , Ronald Schroeder

DATED: 4/28/2026

ATTEST: , Rachael McDow

AGREEMENT

Agreement made this the 28th of April in the year **2026** by and between the Village of Western Springs, Illinois, 740 Hillgrove Avenue, Western Springs, Illinois, hereinafter called "Village" and Schroeder Asphalt Services, Inc. hereinafter called "Contractor".

The Village and Contractor agree as set forth below:

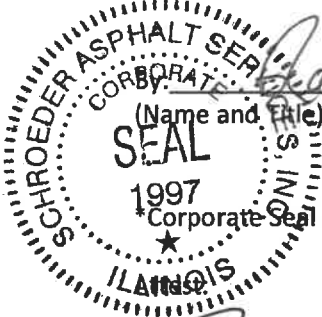
1. The Contractor, for the consideration hereinafter set forth, hereby agrees to and with the Village, that it will furnish and provide all labor, materials, equipment and services and do all else required to provide for **2025 INFRASTRUCTURE REFERENDUM PROJECT 2026 RESURFACING AND UTILITY PROGRAM**
2. The Contractor agrees that he will be available to commence work on, but not before **June 1, 2026**. The Village shall retain services with the Contractor for one calendar year, as to account for completion of the planned work any additional work that the Village shall request from the Contractor.
3. The Village shall pay the Contractor for the performance of the Project work based on the Schedule of Bid Prices dated **April 28, 2026**, a copy of which is attached hereto and incorporated into this Agreement, 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 in accordance with the provisions of the Local Government Prompt Payment Act.
4. The Contractor represents and warrants that he 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 embrace and include all the contract documents which are as follows:
 - A. Legal Notice (Advertisement for Bid) published on April 9, 2026
 - B. Instructions to Bidders dated April 9, 2026
 - C. Proposal dated April 28, 2026
 - D. Schedule of Bid Prices submitted by dated April 28, 2026
 - E. General Conditions dated April 28, 2026
 - F. General Special Provisions dated April 28, 2026
 - G. Plans dated April 9, 2026
 - H. Technical Special Provisions dated April 28, 2026
 - I. Contractor's Drug Free Workplace Certification dated _____
 - J. Contractor's Certification Regarding Non-Payment of Compensation dated _____
 - K. Contractor certifications including Certification of Eligibility to Enter into Public Contracts.
 - L. Required Performance and Payment Bonds.
 - M. Required Insurance Certificates.

All of the above contract documents are made a part of this Agreement and are incorporated herein by reference or attached hereto.

This agreement executed on the day and year first written above.

Contractor: Schroeder Asphalt Services, Inc.

Village of Western Springs



By: *Ronald Schroeder*
(Name and Title) Ronald Schroeder, President

By: _____
Heidi Rudolph, Village President

*Village Seal

By: *Rachael McDow*
(Name and Title) Rachael McDow, Corporate Secretary

By: _____
Jill Izzo, Deputy Village Clerk

CERTIFICATION BY THE CONTRACTOR

I, Ronald Schroeder, having being first

Duly sworn, depose and state that I am the
President

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

and the authorized agent of Schroeder Asphalt Services, Inc., which has

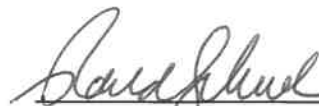
submitted a proposal to, and is entering into a contract with, the Village of Western Springs for the

performance of work in relation to the **2025 INFRASTRUCTURE REFERENDUM PROJECT 2026**

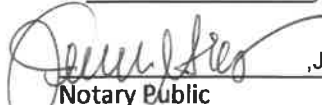
RESURFACING AND UTILITY PROGRAM in the Village of Western Springs, and hereby certify on behalf of

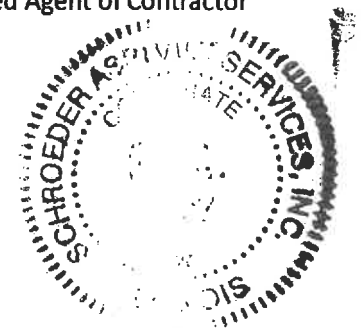
said company as follows:

1. That said 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. That said 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. That said 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.


Signature of Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 28th Day
Of April, 2026.


Notary Public



SCHROEDER

ASPHALT SERVICES, INC.

P.O. BOX 831
HUNTLEY, IL 60142

PHONE: (815) 923-4380
FAX: (815) 923-4389

JOB REFERENCES

Company: Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005

Project(s): 2013, 2014, 2015, 2016, 2018, 2019 HMA Restoration

Amount(s): 2015 – \$265,008.12 (4/13 - 11/15/15) / 2016 - \$549,966.13 /
2017 - \$508,261.80 / 2018 - \$90,043.93 / 2018 - \$547,000 / 2019 - \$480,000 /
2020 – 523,770.34 / 2021- \$507,286.72 / 2022-\$473,954.25
2024, 2025 Patching Program - \$202,106.39 (5/6/24 – 10/20/24) / \$174,496.80 (5/5/2025 – 11.1.2026)
2025 Street Main. & Pkg Lot - \$3,533,075.86 (07/07/25 – 11/02/2025)

Engineer: Village of Arlington Heights
Patrick Smith (Engineer Inspector) – 847/368-5250
psmith@vah.com

Company: Village of Streamwood
301 E. Irving Park Road
Streamwood, IL 60107

Project(s): 2024 MFT Resurfacing

Amount(s): 2013, 2014 - 2015 - 2016 – 2019 - 2021 Roadway Maintenance Program
2018 - \$748,007.85 (5/21 – 9/30/18) 2019 - \$727,867.01(6/3 – 10/20/19) /
2020 - \$1,750,466.85 (5/18 – 10/18/2020) / 2021 - \$673,473.20
2022 - \$1,457,627.15
2024 - \$835,518.15
2025 - \$867,480.00

Engineer: Village of Streamwood
Matt Mann, Director of Engineering & Public Works - 630-736-3850
Mmann@streamwood.org

Company: Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

Project(s): 2022 – 2022 Street Revitalization Program
2023 – 2023 Street Revitalization Program

Amount(s): 2022 - \$6,300,000
2023 - \$6,319,081.97

Engineer: Village of Hoffman Estates
Andy LoBosco, P.E. – Senior Project Manager - 847-815-8590
Andy.LoBosco@Hoffmanestates.org

Company: Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

Project: Timber Trail Subdivision & 2024 Roadway Program

Amount(s): 2022 - \$2,753,931

Engineer: 2024 - \$625,425.70
 Robinson Engineering
 John Hannigan – Project Engineer – 708-331-6700
Jhannigan@reltd.com

Company: Village of Palatine
 200 E. Wood St.
 Palatine, IL 60067

Project(s): 2023 – Crescent Avenue and Ellis Street Improvements
Amount(s): 2020 – 2020 MFT Street Rehabilitation \$726,101.57
 2020 – Wood Street & Greeley Street Resurfacing \$365,793.63
 2022 - \$1,323,631.04
 2023 - \$1,736,918.76
 2025 Roadway Rehabilitation \$1,824,597.09

Engineer: Village of Palatine
 Matt Grenning / Engineer - 847/359-9044
Mgrenning@palatine.il.us

Company: Village of Huntley
 10987 Main Street
 Huntley, IL 60142

Project: 2022 Various Streets
 2022 – Cornell Development

Amount(s): 2022 - \$483,914.50 Woodstock Street / 2022 - \$2,074,787.65 Cornell Development

Engineer: Christopher B. Burke
 Greg Sanders – 847-417-0059
gsanders@cbbel.com

Company: Village of Burr Ridge
 7660 County Line Road
 Burr Ridge, IL 60527

Project: 2022 MFT Road Program, 2023 Road Program
Amount(s): 2022 - \$685,479.60
 2023 - \$873,337.55
 2024 Rd Program - \$669,660.45
 2025 Rd Program - \$495,605.91

Engineer: James Miedema, P.E. 630/323-4733 X6010
 Village of Burr Ridge
jmiedema@burr-ridge.gov

Company: Village of Carol Stream
 500 N. Gary Avenue
 Carol Stream, IL 60188

Projects: 2018 Flexible Pavement Project
 2020 Flexible Pavement Project

Amounts: \$1,921,872.65 (2018) / \$3,174,446.05 (2020) 2022- \$565,980.50

Engineer: Village of Carol Stream
 Adam Frederick 630/868-2263
afrederick@carolstream.org

Company: Village of Lake in The Hills
 600 Harvest Gate
 Lake In the Hills, IL 60156

Projects: 2022 – Industrial Drive Roadway Resurfacing & Drainage Improvements

Amounts: \$1,258,346

Engineer: Chastain Engineers
 Steve Frerichs, Project Engineer – 847-287-6732
Sfrerichs@chastainengineers.com

Company: Village of Lombard
1051 S. Hammerschmidt Aven
Lombard, IL 60148
Projects: 2019 Asphalt Paving & Patching Program
2025 Woodrow Ave Reconstruction
2025 Asphalt Roadway Program
Amounts: 2019 - \$1,415,003.61
2025 - \$793,794.00
2025 - \$1,170,869.21
Engineer: Village of Lombard
Tom Dixon (Civil Engineering Technician) 630/620-5971
dixont@villageoflombard.org

Company: Village of Roselle
474 Congress Circle North
Roselle, IL 60172
Projects: 2021 Street Improvements/ 2023 Street Improvements
Amounts: 2021 - \$674,430.00
2023 - \$1,228,405.07
2025 - \$1,315,558.61
Engineer: Village of Roselle
Karen Young, Director of Public Works 630/671-2365
kayoung@rosell.il.us

Company: Village of River Forest
400 Park Avenue,
River Forest, IL 60305
Projects: 2024 REBUILD Illinois Street Improv. Proj. - \$832,475.00 (5/13/24 – 8/3/24)
2024 Street Patching Program - \$94,885.15 (10/7/24 – 10/13/24)
2024 Street Improvement Project - \$612,486.30 (5/5/24 – 10/29/24)
2025 Street Improvement Project - \$495,218.63 (4/14/2025 – 5/23/2025)
2025 Patching Program - \$98,260.15 (6/23/2026 – 6/28/2025)
Engineer: Village of River Forest
Bill Koclanis – Civil Engineering Technician – 708-714-3550
bkoclanis@vrf.us

Company: City of Waukegan
1700 N. McAree Road,
Waukegan, IL 60085
Projects: FY2024 LSLR Road Program - \$4,480,318.88 (3/18/24 – 8/11/24)
Engineer: City of Waukegan
Chris Garland – Director of Public Works – 847-360-0944
chris.garland@waukeganil.gov

Company: Village of Grayslake
10 South Seymour Avenue,
Grayslake, Illinois 60030
Projects: 2025 Road Program - \$1,412,000.73 (
Engineer: City of Waukegan
Chris Garland – Director of Public Works – 847-360-0944
chris.garland@waukeganil.gov



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 5378

Schroeder Asphalt Services, Inc.
P. O. Box 831 HUNTLEY, IL 60142

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$79,084,000.00

001	EARTHWORK	\$2,125,000
005	HMA PAVING	\$36,425,000 B
012	DRAINAGE	\$1,925,000
017	CONCRETE CONSTRUCTION	\$3,175,000
032	COLD MILL, PLAN. & ROTOMILL	\$12,025,000
08A	AGGREGATE BASES & SURF. (A)	\$3,275,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 10/21/2025 TO 10/31/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 10/21/2025.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

Engineer of Construction



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.K.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

CC: Ellen Baer, Village Manager, Matthew Supert, Director of Municipal Services, John Mastandona, Director of Finance

RE: (Discussion only) 2026 Street Resurfacing and Utility Program Construction Engineering Agreement with V3 Companies (2025 Infrastructure Referendum Project)

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on MAY 5, 2026 and recommended the approval of a professional engineering services agreement with V3 Companies for construction engineering services for the 2026 Street Resurfacing and Utility Program in an amount not to exceed \$125,179.00.

Summary

V3 Companies has submitted a proposal to provide construction engineering, on-site inspection, documentation, and material testing oversight for the Village's 2026 Street Resurfacing and Utility Project. V3 will provide field personnel to observe the work and help ensure it is constructed in accordance with contract documents and Village and IDOT standards, and will team with Interra Inc. for material testing quality assurance. The total not-to-exceed fee is \$125,179 (resident engineering \$114,179; material testing \$11,000).

Financial Impact

This work was included in the 2026 Budget under the 2025 Referendum Account 4801365-50332.

Recommended Motion

I move to approve a professional engineering services agreement with V3 Companies for construction engineering services for the 2026 Street Resurfacing and Utility Program for an amount not to exceed \$125,179.00.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. V3 Proposal for Construction Engineering for the 2026 Street Resurfacing and Utility

Program



February 19, 2026

Mr. Jeff Koza, PE, CFM
Director of Engineering/Village Engineer
Village of Western Springs
740 Hillgrove Ave.
Western Springs, IL 60558

RE: 2026 Capital Improvement Program - Streets Resurfacing Project

Dear Mr. Koza,

On behalf of V3 Companies (V3), we are pleased to submit this scope of services for Construction Engineering for the Streets Resurfacing Project in Western Springs, Illinois. V3 has provided similar services for other construction projects in Western Springs, and we are fully aware of the requirements of the Village.

PROJECT UNDERSTANDING

V3 understands that the Village of Western Springs is requesting on-site inspection and documentation services required related to this project. V3 will provide field personnel to observe the work and help assure that it is constructed in accordance with contract documents, as well as the Village of Western Springs and Illinois Department of Transportation standards and specifications.

SCOPE OF SERVICES

The following summarizes the general scope of services we will provide for the duration of the project which will consist of three phases:

- Pre-Construction Phase.
- Construction Phase.
- Final Close-out Phase.

1. **Pre-Construction Phase** – We will provide the following services during the pre-construction phase:

- a. Attend all “pre-construction” meetings.
- b. Set-up project files, field books and records for progress documentation. Project documentation will be performed to *IDOT Documentation* standards.
- c. Document existing conditions with electronic photographs and videos.

2. **Construction Phase** – We will provide the following services during the construction phase:
- a. Perform on-site inspection to help assure completion of the work in accordance with contract documents.
 - b. Perform inspections of erosion and sediment control measures installed by contractors and document conditions as required by governing agencies.
 - c. Verify contractor’s layout on an as needed basis.
 - d. Prepare and submit weekly reports to the Village.
 - e. Provide the Village written construction updates as necessary.
 - f. Communication and coordination with local stakeholders.
 - g. Measurements and computation of pay items.
 - h. Preparation and submission of all partial and final pay estimates and change orders.
 - i. Preparation of reports and documents as requested by the Village.
 - j. Provide material testing as needed – utilizing our geotechnical subconsultant – Interra.
3. **Final Close-out Phase** – We will provide the following services during the close-out phase:
- a. Prepare and monitor the completion of the final punch-list.
 - b. Conduct final inspection of contractor’s work.
 - c. Preparation of final reports and documents as requested by the Village.
 - d. Prepare “Record Drawings” of the completed project in PDF formats.
 - e. Complete and submit all final measurements, calculations and final contract records.

Material Quality Assurance

V3 will team with Interra Inc. for material testing quality assurance. Interra has worked with V3 on numerous projects for many agencies and municipalities. We have utilized their services for the Burlington Ave. and Hampton Ave. projects in Western Springs in the past. Interra is IDOT pre-qualified for material testing quality assurance.

COMPENSATION

V3 shall be paid a Direct Labor Multiplier of 3.0 times the employee’s hourly rate for the actual hours expended to perform the services. V3 estimates the staffing fees and expenses for Construction Engineering Services related to this project are summarized below:

<i>Fee for Resident Engineering Services:</i>	<i>\$ 114,179.00</i>
<i>Fee for Material Testing:</i>	<i>\$ 11,000.00</i>
<i>Total Not to Exceed Fee:</i>	<i>\$125,179.00</i>

MISCELLANEOUS CONTRACTURAL ITEMS

These services will be provided under the Terms and Conditions attached. If the terms of these services' request are found to be satisfactory, please sign this request to indicate your acceptance and return a signed copy to our office. Receipt of the signed authorization will serve as out Notice to Proceed for this work.

We appreciate the opportunity to present this agreement and look forward to working with you on this project.

Sincerely,

V3 Companies

For:

V3 Companies



James Bessler

Resident Construction Manager

Accepted For:

VILLAGE OF WESTERN SPRINGS

By: _____

Title: _____

Date: _____



Kurt Corrigan, P.E.

Vice President of Municipal Services

EXHIBIT A

2026 Street Improvements
Village of Western Springs
Estimated Construction Engineering Services Hours and Costs

Assumptions
Targeted Letting Date
Construction Start
Final Punchlist/Completion
Sod

V3 Construction Engineering						15.5 Weeks								Total Hours	Total Costs
Classification	Name	Role	Rate*	DLM	Billing Rate	Pre-Con	Garden/ 39th	Rose/ 39th	Rose/ Oak	Maple St.	Sunset Terr.	Reid St.	Closeout		
														0	\$0.00
Sr Construction Technician	Jim Bessler	Resident Engine	\$55.92	3.000	\$167.76	30	120	100	60	120	100	80	40	650	\$109,044.00
														Total Projected V3 Labor:	\$109,044.00
Vehicles (Day)				Days	\$65.00	3	15	13	7	15	13	10	3	79	\$5,135.00
Premium Overtime				Hours										0	\$0.00
Misc Office Supplies				L Sum										0	\$0.00
Material Quality Assurance	Interra, Inc.														\$11,000.00
														Total Projected Project Direct Costs:	\$16,135.00
														Total Projected Cost:	\$125,179.00

Garden/ 39th	Mob/ Traffic Ctrl	1-2 days
	Sanitary Work	0.5 week
	Watermain & Services	1 week
	Removals	0.5 week
	Curb/ Sidewalk & Pave	1 week
	Total = 3 weeks	
Rose/ 39th	Mob/ Traffic Ctrl	1-2 days
	Sanitary Work	1 week
	Removals	0.5 week
	Curb/ Sidewalk & Pave	1 week
	Total = 2.5 weeks	
Rose/ Oak	Mob/ Traffic Ctrl	1-2 days
	Sanitary Work	0.5 week
	Watermain & Services	0.5 week
	Removals	0.25 week
	Curb/ Sidewalk & Pave	0.25 week
	Total = 1.5 weeks	
Maple - Western/ Rose	Mob/ Traffic Ctrl	1-2 days
	Sanitary Work	1 week
	Removals	1 week
	Curb/ Sidewalk & Pave	1 week
	Total = 3 weeks	
Sunset Terr/ Hampton	Mob/ Traffic Ctrl	1-2 days
	Sanitary Work	0.5 week
	Removals	1 week
	Curb/ Sidewalk & Pave	1 week
	Total = 2.5 weeks	
Reid - Hampton/ Prospect	Mob/ Traffic Ctrl	1-2 days
	Sanitary Work	0.5 week
	Removals	0.5 week
	Curb/ Sidewalk & Pave	1 week
	Total = 2 weeks	
Punch List/ Closeout		1 week
Grand Total = 15.5 weeks		

V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT before the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

- If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion. Section 11 in no way will limit the City's ability to assert any defenses to liability pursuant to the Local Government and Governmental Employees Tort Immunity Act 745 ILCS 10/1-101 et. seq.;

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amounts of liability or other insurance coverage available to CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.L.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

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

RE: (Discussion only) Gilbert Avenue Phase II Design Engineering Agreement Amendment #1

Recommendation

The Public Works and Water Committee reviewed this item at their meeting on May 5, 2026 and recommended the approval of amendment no. 1 to the Gilbert Avenue Design Engineering Agreement with Baxter & Woodman Consulting Engineers for an amount not to exceed \$7,000.

Summary

IDOT has requested two (2) additional work items for the Gilbert Avenue Design Engineering phase of the project that were not included in the original April 14, 2025 agreement with Baxter & Woodman. These items include a Preliminary Environmental Site Assessment (PESA) involving a site visit, regulatory records review, preparation of a formal report for IDOT approval, and a Hydraulics Memo compiling hydraulic survey information and supporting exhibits. Staff initially held off on presenting this amendment in hopes that the original project budget would be able to absorb the added work. However, after further review, the remaining budget is insufficient to cover these tasks. Baxter & Woodman has submitted Amendment No. 1 in the amount of \$7,000, consisting of \$4,500 for the PESA and \$2,500 for the Hydraulics Memo, increasing the total contract from \$110,000 to \$117,000. Under the existing Intergovernmental Agreement between Western Springs and La Grange, engineering costs for the project are shared equally, as the lead agency Western Springs will pay the consultant and then seek reimbursement for 50% of the costs from LaGrange. The LaGrange Public Works Director is aware of the need for this supplement, and he concurs with this recommendation.

Financial Impact

Funds are available in the current budget year in account 4102370-50331 to cover the \$7,000 expense. Ultimately \$3,500 of the \$7,000 will be reimbursed to the Village by the Village of LaGrange.

Recommended Motion

I move to approve amendment no. 1 to the Gilbert Avenue Design Engineering Agreement with Baxter & Woodman Consulting Engineers in an amount not to exceed \$7,000.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. Gilbert Ave Design Amendment_No1 _BLR-05530_



Using Federal Funds? ☐ Yes ☒ No

Agreement For

MFT/TBP - PE

Agreement Type

Supplement

Number

1

Using State Funds (Non-MFT/TBP)? ☐ Yes ☒ No

LOCAL PUBLIC AGENCY

Local Public Agency

Village of Western Springs

County

Cook

Section Number

25-00105-00-RS

Job Number

C-91-293-26

Project Number

6H4Z(948)

Contact Name

Jeff Koza

Phone Number

(708) 246-1800

Email

jkoza@wsprings.com

SECTION PROVISIONS

Local Street/Road Name

Gilbert Avenue

Key Route

9-2697

Length

1.02 miles

Structure Number

N/A

Location Termini

47th Street and Ogden Avenue

Add Location

Remove Location

Project Description

HMA resurfacing, HMA patching, curb & gutter spot repairs, intersection ADA improvements, pavement markings, and other miscellaneous items of work.

Engineering Funding

☒ MFT/TBP ☐ State ☐ Other

MFT Funds

Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name

Baxter & Woodman

Contact Name

Jon Trent

Phone Number

(815) 444-3302

Email

jtrent@baxterwoodman.com

Address

8430 W. Bryn Mawr Ave, Suite 400

City

Chicago

State

IL

Zip Code

60631

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer

Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT 1: Scope of Services
- ☒ EXHIBIT 2: Project Schedule
- ☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT 4: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Summary Sheet
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit 3).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$7,000.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying 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 (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 to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (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, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman	38-2845242	\$7,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$7,000.00
Total for all work		\$7,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type	Local Public Agency
Village	Village of Western Springs

 of

Village of Western Springs

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency	Local Public Agency Type
Village of Western Springs	Village

 Clerk

Title

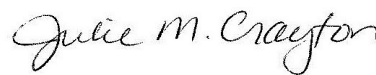
(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Baxter & Woodman

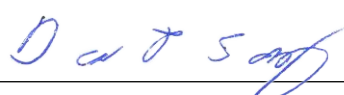
By (Signature & Date)

	5/5/26
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Title

Deputy Secretary

By (Signature & Date)

	5/5/26
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Title

Associate Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

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For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Western Springs	Baxter & Woodman	Cook	25-00105-00-RS

**EXHIBIT 1
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The following items are hereby added:

2.2.B. Preliminary Environmental Site Assessment (PESA): Per IDOT's request, perform a site visit and regulatory records review and prepare a report summarizing the activities and results of the assessment. Submit to IDOT for review and approval.

10. Hydraulics Memo: Per IDOT's request, compile hydraulic survey information and compile information into a technical memo with exhibits. Submit to IDOT for review and approval.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Western Springs	Baxter & Woodman	Cook	25-00105-00-RS

**EXHIBIT 2
PROJECT SCHEDULE**

- Pre-Final PS&E Village Submittal – December 2025
- Pre-Final PS&E IDOT Submittal – July 2026
- Final PS&E IDOT Submittal – September 2026
- IDOT Letting – January 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Western Springs	Baxter & Woodman	Cook	25-00105-00-RS

Exhibit 3
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

**Exhibit
Direct Costs Worksheet**

Local Public Agency	County	Section Number	Job Number
Village of Western Springs	Cook	25-00105-00-RS	C9129326

Consultant/Subconsultant Name

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (Per Federal GSA)	Up to Federal rate maximum			
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			
Air Fare	Coach rate, actual cost, requires minimum two weeks; notice, with prior IDOT approval			
Vehicle Mileage (per Federal GSA)	Up to federal rate maximum			
Vehicle Owned or Leased (No mileage charged allowed)	\$45.00/half day (4 hours or less) or \$90/full			
Vehicle Rental	Actual Cost (Up to \$55/day)			
Tolls	Actual Cost			
Parking	Actual Cost			
Overtime	Premium portion (Submit supporting documentation)			
Shift Differential	Actual Cost (Based on firm's policy)			
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			
Project Specific Insurance	Actual Cost			
Monuments (Permanent)	Actual Cost			
Photo Processing	Actual Cost			
2-Way Radio (Survey or Phase III Only)	Actual Cost			
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
CADD	Actual Cost (Max \$15/hour)			
Web Site	Actual Cost (Submit supporting documentation)			
Advertisements	Actual Cost (Submit supporting documentation)			
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			
Recording Fees	Actual Cost			
Transcriptions (specific to project)	Actual Cost			
Courthouse Fees	Actual Cost			

ITEM		ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
	Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			
	Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			
	Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			
	Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			
	Testing of Soil Samples	Actual Cost			
	Lab Services	Actual Cost (Provide breakdown of each cost)			
	Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
TOTAL DIRECT COSTS:					



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 9.M.

To: Board of Trustees

From: Jeff Koza, Director of Engineering Services

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

RE: (Discussion only) Gilbert Avenue Phase II Design Engineering Agreement Amendment #1 - IDOT BLR 09110 Authorizing the use of MFT Funds

Recommendation

Consider a recommendation to approve a supplemental resolution, IDOT Form BLR 09110, authorizing the use of \$7,000 of MFT funds to pay for the Gilbert Avenue Phase II Design Engineering Agreement Amendment #1.

Summary

This supplemental Motor Fuel Tax (MFT) Resolution BLR 09110 is required to authorize the use of MFT funds to pay for the additional engineering work associated with Amendment No. 1 to the Baxter & Woodman agreement for the Gilbert Avenue project. This is the first supplemental MFT resolution, and it authorizes the use of \$7,000 of additional MFT funds to pay for the work. The original BLR 09110 MFT resolution in an amount of \$110,000 was approved on February 10, 2025 via resolution no. 25-2883.

Financial Impact

Funds are available in the current budget year in account 4102370-50331 to cover the \$7,000 expense. Ultimately \$3,500 of the \$7,000 will be reimbursed to the Village by the Village of LaGrange.

Recommended Motion

I move to approve a supplemental resolution, IDOT Form BLR 09110, authorizing the use of \$7,000 of MFT funds to pay for the Gilbert Avenue Phase II Design Engineering Agreement Amendment #1.

Strategic Plan Alignment

Infrastructure Improvements

File Attachments

1. blr-09110 (Supplemental no 1) Gilbert Avenue Design Engineering



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Supplemental

Resolution Number

Section Number

25-00105-00-RS

BE IT RESOLVED, by the **Board**

Governing Body Type

of the **Village**

Local Public Agency Type

of **Western Springs**

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by **Contract**

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Gilbert Avenue	1.03		US 34 Ogden Avenue	47th Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Preliminary Engineering Services for the subject roadway improvement.

2. That there is hereby appropriated the sum of **seven thousand**

Dollars (**\$7,000.00**) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, **Edward Tymick**

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said **Village**

Local Public Agency Type

of **Western Springs**

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

Governing Body Type

of **Western Springs**

Name of Local Public Agency

at a meeting held on **May 18, 2026**

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 10.A.

To: Board of Trustees

From: Diana Puga, Municipal Services Coordinator

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

RE: (Discussion only) Surplus Declaration - Q2 2026

Recommendation

The Properties and Recreation Committee reviewed this item at their meeting on May 4, 2026 and recommended the approval of the surplus of various pieces of office furniture.

Summary

Staff have identified several items that are recommended for surplus. The items being recommended for surplus are:

- Mosler safe and storage - This item was previously used by the Police department, but the item has exceeded its useful life and the safe component is non-functional. The department recently upgraded their storage and lockers with more modern storage.
- Eight (8) 4-Drawer File Cabinets - These file cabinets were previously used by the Finance department for record keeping. Recent efforts to digitize records and participation in document recycling events have allowed the department to dispose of old records.
- Two (2) 2-Drawer File Cabinet - The metal file cabinet was previously used by the Finance department for record keeping. The plastic file cabinet was also previously used for record keeping.

These items will be sold via auction through Public Surplus.

Financial Impact

Financial Impact TBD pending sales from auction.

Recommended Motion

I move to recommend to the Village Board the approval of surplus property including an old safe and 8 file cabinets.

Strategic Plan Alignment

None.

File Attachments

1. File Cabinets
2. Safe
3. Safe Door
4. 2-Drawer File Cabinet (Metal)
5. 2-Drawer File Cabinet (Plastic)





Mosler









AGENDA ITEM SUMMARY

BOARD OF TRUSTEES

Regular Meeting: May 11, 2026

AGENDA ITEM 11.A.

To: Board of Trustees

From: Brian Scott, Director of Fire and EMS

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk

RE: (Discussion only) Revised Agreement Brycer L.P./Brycer Advisory Group, L.P./Inspections Reports Online.net Inc.

Recommendation

The Public Health and Safety Committee reviewed this item at their meeting on May 4, 2026 and recommends approval of an updated service agreement requested by Brycer L.P./Brycer Advisory Group, L.P./Inspections Reports Online.net Inc. ("Brycer/IROL").

Summary

In 2024, the Village Board approved Resolution 24-2836 authorizing a three (3) year agreement with Inspections Reports Online (IROL) for third-party inspection, testing, and maintenance reporting services. That agreement was executed on October 3, 2024, and remains in effect through October 2027.

Since that time, IROL has merged with its former competitor, Brycer L.P., and the combined entity now operates as Brycer L.P./Brycer Advisory Group, L.P./InspectionsReportsOnline.net Inc. As a result of this merger, the company has requested that the Village approve an updated three (3) year agreement reflecting the new corporate structure.

The updated agreement does not require any operational changes at this time, and the Fire Department may continue using the existing IROL platform exactly as it has over the past year. The service will continue to be provided to the Village at no cost, and the only modification is a minimal one-cent increase to the per-report fee charged to service providers, rising from \$19.99 to \$20.00.

Financial Impact

None.

Recommended Motion

I move to approve the updated agreement with Brycer L.P./IROL

Strategic Plan Alignment

None.

File Attachments

1. BRYCER Agreement_Western Springs IL_April 2026_BRYCER Signed by Brycer 4.21.26

BRYCER, L.P.
BRYCER ADVISORY GROUP, L.P.
INSPECTIONREPORTSONLINE.net INC.
2300 Cabot Drive
Suite 250
Lisle, IL 6053255

(Date): _____

Western Springs Fire Department
4353 Wolf Road
Western Springs, IL 60558

Re: “The Compliance Engine”

Dear **Western Springs Fire Department**:

We look forward to providing you with “The Compliance Engine” (the “Solution”) and the advisory services described below related to the Solution (the “Advisory Services”). This proposal letter provides the basic terms by which Brycer, L.P. and InspectionReportsOnline.net Inc. (collectively, “Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”) will provide you, **Western Springs Fire Department** (“Client”), with the Solution and the Advisory Services. The use of the Solution, the Advisory Services and all matters among Brycer, BAGLP and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution and BAGLP will provide the Advisory Services for three years, commencing (Date) _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive one two-year period period unless terminated by, as the case may be, Brycer or BAGLP, or Client in writing at least 90 days prior to the expiration of the then current Term (the “Renewal Term” and together with the Initial Term, the “Term”). The parties may extend the Agreement at the conclusion of the Term only by written agreement. Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution and BAGLP shall stop providing the Advisory Services; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 180 days’ written notice to each of Brycer and BAGLP.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution. Brycer will charge \$20 in fees to third party inspectors. This fee may be amended upon mutual agreement between Brycer and Client.

3. **Brycer and BAGLP Responsibilities**: During the Term, Brycer and BAGLP, as the case may be, shall be responsible for the following in connection with Client’s use of the Solution and the Advisory Services:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.

- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center.** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
- **Advisory Services.** BAGLP will review the information entered into the Solution by third party inspectors (including compliance and deficient test results) to confirm their accuracy and completeness. On a case by case basis, BAGLP may provide recommendations, suggestions, comments and observations on the test results to the Client. BAGLP shall provide the Advisory Services using the Solution.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide each of Brycer and BAGLP with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its

discretion. Client shall promptly provide BAGLP with all appropriate information for BAGLP to perform the Advisory Services.

- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Third-Party Reports.*** Client will require all compliant and deficient test results to be submitted.
- ***Compliance.*** Client shall be responsible for remaining informed and updated, and causing its third party inspectors to be informed and updated, on all applicable rules, regulations, ordinances and other legal or regulatory requirements related to the underlying testing for which the Solution is being used by third party inspection companies. Client shall inform each of Brycer and BAGLP of any changes, updates or revisions to such rules, regulations, ordinances or requirements that may impact the functionality, compliance, or appropriate use of the Solution or the Advisory Services provided by BAGLP hereunder.
- ***Collaboration.*** Client shall make reasonable efforts to collaborate with each of Brycer and BAGLP to ensure that the Solution is used, and the Advisory Services are provided, in accordance with all relevant requirements.

5. **Ownership of Data.** Client owns all the non-public data provided by Client and received from third party contractors for Client. Brycer and BAGLP shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By: Bryan Schultz

Its: Director

Brycer Advisory Group, L.P.

By: Bryan Schultz

Its: Director

InspectionReportsOnline.net Inc.

By: Bryan Schultz

Its: Director

Acknowledged and Agreed: (Date): _____

[Western Springs Fire Department]

By: _____

Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and among Brycer, L.P. and InspectionReportsOnline.net Inc. (collectively “Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”), on the one hand, and Client, on the other hand (the “Agreement”). As used in these Terms and Conditions, “Brycer” means either or both of Brycer or BAGLP, as the case may be depending on the provider of the applicable services described and referred to below.

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution or the work product resulting from the Advisory Services (the “Work Product”) in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the “Authorized Users”) to use the Solution and the Work Product for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution or the Work Product; (c) it shall not sell, resell, rent or lease the Solution or the Work Product; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution, the Advisory Services, the Work Product or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution; (g) it shall not permit anyone other than the Authorized Users to view or use the Solution or the Advisory Services and any screen shots of the Solution or the Work Product; and (h) it shall not disclose the features of the Solution or the Work Product to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution and the Advisory Services.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the “Derivative Works”), and any accompanying documentation, manuals or other materials used or supplied under the Agreement or with respect to the Solution or Derivative Works (the “Documentation”), and any reproductions works made thereof, remain with Brycer. Brycer shall have the right to use the Derivative Works, the Work Product, the Documentation and any data used in connection with the foregoing to provide the services under the Agreement and to analyze, improve, expand and enhance the functionality and performance of the Solution, the Advisory Services and related offerings. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each party hereto is an independent contractor. No party may assume, either directly or indirectly, any liability of or for another party. No party has the authority to bind or obligate another party and no party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution, the contents of any Work Product, and/or Brycer’s policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution or similar Work Product to other parties.
5. **Use of Logos.** During the term of the Agreement, Brycer shall have the right to use Client’s logos for the purpose of providing the Solution to Client and for the purpose of preparing and making available the Work Product to Client.
6. **Confidential Information.** Each party acknowledges and agrees that in providing the Solution and the Advisory Services, each party, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information (“Confidential Information”). Confidential Information may include, but is not limited to, the Solution, the Work Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the disclosing party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that each party shall be permitted to comply with any and all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer’s screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party’s Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information (including the Work Product) for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business days following such request, to the extent legally permissible. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of the Agreement, each party will return to the disclosing party all Confidential Information of the disclosing party; provided, however that Brycer may retain a copy of such Confidential Information of Client to comply with applicable law or a bona fide record retention policy. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith, except for the purposes set forth in the Agreement.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into the Agreement and provide the Solution to Client pursuant to the Agreement.
8. **Disclaimer.** All information, as well as all conclusions as to the condition of any testing site, entered into Brycer’s database or submitted in connection with the Advisory Services is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER’S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS, INCLUDING IN CONNECTION WITH THE PREPARATION AND PROVISION OF THE ADVISORY SERVICES, WHICH ARE MADE IN RELIANCE UPON SUCH INFORMATION. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION, THE ADVISORY SERVICES OR THE WORK PRODUCT OR ANY OTHER INFORMATION OR THE CONTENTS THEREIN AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF**

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS, ON A SEVERAL AND NOT JOINT BASIS, CLIENT FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7.

9. **LIMITATION ON DAMAGES.** BRYCER, ON A SEVERAL AND NOT JOINT BASIS, SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED. BRYCER'S SHALL BE NOT LIABLE FOR ANY NON-COMPLIANCE, PENALTIES OR OPERATIONAL DISRUPTIONS RESULTING FROM CLIENT'S FAILURE TO (A) STAY INFORMED AND IN COMPLIANCE WITH, (B) PROVIDE BRYCER TIMELY UPDATES OF APPLICABLE RULES REGULATIONS OR ORDINANCES, OR (C) ACT IN ACCORDANCE WITH THE APPLICABLE RULES, REGULATIONS OR ORDINANCES, OR IN ACCORDANCE WITH THE CONCLUSIONS SET FORTH IN ANY TEST OR WORK PRODUCT, WHICH MAY AFFECT THE SOLUTION OR THE ADVISORY SERVICES (INCLUDING THE WORK PRODUCT) PROVIDED HEREUNDER.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution and the Work Product resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives (including without limitation, BAGLP for the provision of the Advisory Services hereunder); (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer, severally and not jointly (the "Indemnifying Party"), will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses including reasonable attorneys' fees arising from Brycer's breach of the Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of the Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution or described in the Work Product, is not responsible for any such data or information, and makes and may assess or make any suggestions or recommendations in the Work Product solely in reliance on such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer (individually or collectively) by a third party in connection with Client's or an Authorized User's use of the Solution or the contents of the Work Product, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend the Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of the Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** No party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Entire Agreement.** The Agreement, including these Terms and Conditions which are hereby incorporated by reference, sets out the

entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

19. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of all parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

21. Separation of Services. Client acknowledges and agrees that each of Brycer and BAGLP are separate and distinct entities, each providing its respective services under the Agreement independently of the other. Each of Brycer and BAGLP shall be solely responsible for the performance, quality and delivery of the services it provides, as well as for any obligations, liabilities or claims arising out of or relating to its respective services. Neither Brycer nor BAGLP shall be liable for the services performed or obligations undertaken by the other, and no joint liability shall arise as a result of their respective roles under the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511.

Brycer will assign Client a dedicated customer representative with direct access to their email and work number.